

IN THE SUPREME COURT OF THE STATE OF NEVADA

NAVNEET SHARDA, an individual;)	Electronically Filed
TRATA INC., a Nevada corporation,)	Aug 02 2021 05:24 p.m.
)	Elizabeth A. Brown
Appellants,)	Clerk of Supreme Court
)	
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.)	
)	
)	
)	

JOINT APPENDIX

(Vol. I of XI)
(JA000001-JA000238)

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 SHAFIK BROWN and FURNITURE
 BOUTIQUE

APPENDIX – ALPHABETICAL INDEX

No.	Date	Description	Vol.#	Page Nos
5	8/11/2017	Answer and Counterclaim	I	JA000040- JA000060
6	8/31/2017	Answer to Sharda's Counterclaim	I	JA000060- JA000067
7	9/5/2017	Answer to Amended Complaint	I	JA000068- JA000088
43	8/11/2017	Answer to Complaint and Counterclaim	XI	JA002211- JA002219
8	12/13/2017	Answer to Counterclaim	I	JA000089- JA000098
41	6/3/2021	Amended Certificate of Service	XI	JA002191- JA002205

25	12/14/2020	Amended Notice of Entry of Findings of Fact and Conclusions of Law for November 19, 2020 Order Dismissing Plaintiffs' Matter with Prejudice	VI	JA001172-JA001190
4	8/11/2017	Amended Verified Complaint	I	JA000023-JA000039
10	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume I of VIII)	I	JA000134-JA000238
11	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume II of VIII)	II	JA000239-JA000303
12	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume III of VIII)	II	JA000304-JA000415
13	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume IV of VIII)	III	JA000416-JA000530
14	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume V of VIII)	III	JA000531-JA000642
15	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume VI of VIII)	IV	JA000643-JA000747
16	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume VII of VIII)	IV	JA000748-JA000845

17	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume VIII of VIII)	IV	JA000846- JA000875
29	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. I of VIII)	VII	JA001331- JA001436
30	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. II of VIII)	VII	JA001437- JA001502
31	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. III of VIII)	VIII	JA001503- JA001615
32	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. IV of VIII)	VIII	JA001616- JA001731
33	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. V of VIII)	IX	JA001732- JA001844
34	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. VI of VIII)	IX	JA001845- JA001950
35	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. VII of VIII)	X	JA001951- JA002049
36	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. VIII of VIII)	X	JA002050- JA002131
19	9/3/2020	Appendix of Exhibits to Plaintiff's Opposition to Defendants' Motion to Dismiss	V	JA000904- JA001083
1	6/1/2017	Complaint	I	JA000001- JA000016
21	10/14/2020	Confession of Judgment (Shafik Brown)	V	JA001104- JA001119

22	10/14/2020	Confession of Judgment (Shafik Hirji)	VI	JA001120- JA001135
23	10/14/2020	Confession of Judgment (Shafik Brown and Shafik Hirji)	VI	JA001136- JA001155
26	12/28/2020	Counterclaimants' Motion for Clarification, and/or in the alternative, Motion for Relief, Reconsideration, and/or to Alter or Amend Judgment	VI	JA001191- JA001296
9	7/29/2020	Defendants' Motion to Dismiss with Prejudice and for Related Relief	I	JA000099- JA000133
20	10/13/2020	Defendants' Reply to Motion to Dismiss with Prejudice and for Related Relief	V	JA001084- JA001103
37	1/13/2021	Defendants' Opposition to Limited Joinder and Countermotion to Strike	X	JA002132- JA002146
28	1/11/2021	Defendants' Opposition to Motion for Clarification	VI	JA001300- JA001330
24	12/14/2020	Findings of Fact and Conclusions of Law for November 19, 2020 Order Dismissing Plaintiffs' Matter with Prejudice	VI	JA001156- JA001171
27	1/7/2021	Limited Joinder to Motion for Clarification	VI	JA001297- JA001299
38	1/13/2021	Notice of Appeal	X	JA002147- JA002169
42	6/23/2021	Notice of Appeal	XI	JA002206- JA002210
40	5/25/2021	Notice of Entry of April 6, 2021 Order	X	JA002179- JA002190

39	5/25/2021	Order from April 6, 2021 Hearing	X	JA002170- JA002178
18	9/2/2020	Plaintiffs' Opposition to Defendants' Motion to Dismiss	V	JA000876- JA000903
2	6/12/2017	Proof of Service – Shafik Brown	I	JA000017- JA000019
3	6/12/2017	Proof of Service – Shafik Hirji	I	JA000020- JA000022

APPENDIX – CHRONOLOGICAL INDEX

No.	Date	Description	Vol.#	Page Nos
1	6/1/2017	Complaint	I	JA000001- JA000016
2	6/12/2017	Proof of Service – Shafik Brown	I	JA000017- JA000019
3	6/12/2017	Proof of Service – Shafik Hirji	I	JA000020- JA000022
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23	10/14/2020	Confession of Judgment (Shafik Brown and Shafik Hirji)	VI	JA001136-JA001155
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42	6/23/2021	Notice of Appeal	XI	JA002206- JA002210
43	8/11/2017	Answer to Complaint and Counterclaim	XI	JA002211- JA002219

CERTIFICATE OF SERVICE

I certify that on the 30th day of July, 2021, I electronically filed the foregoing **JOINT APPENDIX** 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.

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

DOCUMENT “1”

DOCUMENT “1”



1 **COMP**
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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.

A-17-756274-C

Case No.:

Dept. No.:

Department 18

20 **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.
27
28

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.

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

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

GENERAL ALLEGATIONS

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

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

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

14. On January 20, 2017, Plaintiff Barket and Defendants Hirji and Brown entered into an agreement (herein after the “Agreement”) (attached herein as Exhibit 2) to form a new company, separate from all other Furniture Fashions stores, which would be known as Sunset Furniture, Inc., (hereinafter “Sunset”).

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

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

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 Barket; 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.

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

4
5 **FIRST CAUSE OF ACTION**

6 **Breach Of Contract**
7 **(Against Hirji and Brown)**

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

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

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

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

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

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

23 33. Plaintiffs have been required to engage the services of attorneys in these
24 proceedings as a direct and proximate result of Defendants' breaches; therefore, Plaintiffs are
25 entitled to attorneys' fees and costs as special damages and pursuant to the Agreement.
26
27
28

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

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

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

23 51. Defendants breach their fiduciary duty to Plaintiff.

24 52. Defendants' breach has caused Plaintiffs to suffer damages in excess of
25 \$15,000.00.

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

1 54. Plaintiffs have been required to engage the services of attorneys in these
2 proceedings as a direct and proximate result of Defendants' breaches; therefore, Plaintiffs are
3 entitled to attorneys' fees and costs as special damages and pursuant to the Agreement.
4

5 **FIFTH CAUSE OF ACTION**
6 **Unjust Enrichment**
7 **(Against Hirji, Brown, Sharda, and Boutique)**

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

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

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

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

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

22 **SIXTH CAUSE OF ACTION**
23 **Declaratory Relief**
24 **(Against Hirji and Brown)**

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

27 61. Defendants Hirji and Brown are the owners of Olivia's Mexican Restaurant.
28

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

63. Defendants never transferred any ownership interests to Barket.

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

SEVENTH CAUSE OF ACTION

Fraud In The Inducement (Against Hirji and Brown)

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

66. Defendants, in order to induce Barket to enter into the agreement that would benefit Defendants made certain promises and representations including, but not limited to the following:

- a. That Defendants intended to enter into and abide by the Agreement.
- b. That the million dollars would only be used to further Sunset's business interests.
- c. That Sunset would be the company to create and manage FF4.
- d. That the Plaintiff would have a 47.5% ownership interest in Sunset.
- e. That 5% of Sunset would be owned by another entity or trust.
- f. That Barket would receive 15% of FF1, FF2, and FF3 or \$150,000.00.
- g. That 25% of Olivia's Mexican Restaurant would be conveyed to Barket.
- h. That \$210,000 paid to Barket would be reimbursed to FF4 from profits from FF4, the Yasmin Brown account or from FF1, FF2 or FF3.
- i. That there was sufficient cash flow from Brown Enterprises and other businesses to repay any loans procured by Barket.

1 j. That the funds obtained for FF4 would be used for the benefit of Sunset and FF4;
2 that the funds for the use of Sunset and FF4 would not be co-mingled with the
3 other stores and businesses.

4 67. The above representations were false and Defendants knew or should have known
5 at the time they were made that they were false.

6 68. Plaintiffs reasonably relied upon the representations and promises as set forth
7 above.

8 69. Plaintiffs have been damaged in an amount in excess of \$15,000.00.

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

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

14 **EIGHTH CAUSE OF ACTION**
15 **Conversion**
16 **(Against Hirji, Brown and Boutique)**

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

19 73. Plaintiffs own a majority of shares in Sunset.

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

23 75. Plaintiffs and Sunset have been unable to exercise enjoyment of this property.

24 76. As majority owner of Sunset, Plaintiff's rights to enjoy said property have been
25 derogated, defied, and excluded.
26
27
28

1 77. Plaintiffs have been damaged in an amount in excess of \$15,000.00.

2 78. Plaintiffs have been required to engage the services of attorneys in these
3 proceedings as a direct and proximate result of Defendants' breaches; therefore, Plaintiffs are
4 entitled to attorneys' fees and costs as special damages and pursuant to the Agreement.
5

6 **NINTH CAUSE OF ACTION**
7 **Negligent Misrepresentation**
8 **(Against Hirji and Brown)**

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

11 80. In the alternative, Plaintiffs believe and assert that if the foregoing representations
12 were not done with the intent to defraud Plaintiff, Defendants reasonably knew that the
13 mentioned representations were not accurate, that they did not intend to abide by the
14 representations, but that these representations were intended to be relied upon.

15 81. The Defendants had a financial interest in making these representations to
16 Plaintiffs and did not exercise reasonable care in failing to convey accurate information with
17 regard to the Agreement and the establishment of FF4, their intention of removing the capital
18 from Sunset, and their desire to proceed in this project without Barket.
19

20 82. Plaintiffs reasonably relied on these representations, and through such reliance
21 suffered financial damages in an amount in excess of \$15,000.00.

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

24 84. Plaintiffs have been required to engage the services of attorneys in these
25 proceedings as a direct and proximate result of Defendants' breaches; therefore, Plaintiffs are
26 entitled to attorneys' fees and costs as special damages and pursuant to the Agreement.
27
28

TENTH CAUSE OF ACTION
Intentional Interference With Contractual Relationship
(As Against Defendant Sharda, Brown and Hirji)

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

86. A valid contract existed between Barket and Defendants Hirji and Brown.

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

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

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

90. Defendants' conduct was performed through improper means, including tortuous acts, breaches of contract, and violations of Nevada Law and equity.

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

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

93. 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.

ELEVENTH CAUSE OF ACTION

**Civil Conspiracy
(Against Brown, Sharda and Hirji)**

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

95. Defendants, acting together, have undertaken a joint effort to divert money from Sunset, of which Plaintiffs controls a majority of shares.

96. The Defendants' aim in diverting money and assets from Sunset is unlawful, and is intended to harm Plaintiff.

97. These efforts have damaged Plaintiffs in an amount in excess of \$15,000.

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

99. 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.

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

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

...

...

...

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

Dated this 26th day of May 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

Telephone: (702) 992-0569

Facsimile: (702) 385-7411

Attorneys for Plaintiffs

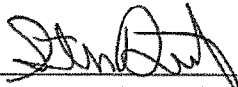
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VERIFICATION

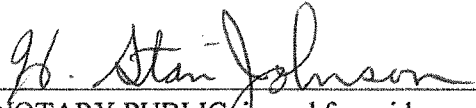
STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

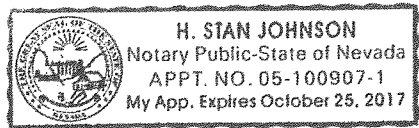
STEVEN BARKET, individually, and as the Sole Trustee of G Squared Trust which is the sole Manager of G65 Ventures LLC., being duly sworn, states that he is a plaintiff in this matter and represents the interest of himself and G65 Ventures LLC., in this matter, that he has read the foregoing Complaint, and that the same are true 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 26 day of May, 2017


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

SUBSCRIBED AND SWORN to before me this 26th day of May 2017.


NOTARY PUBLIC, in and for said
County and State



DOCUMENT “2”

DOCUMENT “2”



PSER
McDONALD LAW OFFICES
BRANDON McDONALD, ESQ.
Nevada Bar No. 11206
2505 Anthem Village Drive, Suite E-474
Henderson, Nevada 89052
Telephone: (702) 385-7411
Facsimile: (702) 992-0569
Brandon@mcdonaldlawyers.com
Attorney for Plaintiff

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 NAVNEET SHARDA, an
individual; FURNITURE BOUTIQUE, LLC., A
Nevada Limited Liability Company, and DOES 1-
X, inclusive and ROE CORPORATIONS XI
through XX,

Defendants.

CASE NO: A-17-756274-C
DEPT: 18

PROOF OF SERVICE

The attached original **Affidavit of Personal Service** will confirm the Defendant,
SHAFIK BROWN, was served with a **SUMMONS AND CIVIL COMPLAINT** on June 6th,
2017 at 3500 S. Maryland Pkwy., Las Vegas, Nevada 89169.

DATED this 12th day of June, 2017.

McDonald Law Offices

/s/ Brandon McDonald
BRANDON McDONALD, ESQ.
Nevada Bar No. 11206
2505 Anthem Village Drive, Suite E-474
Henderson, Nevada 89052
Telephone: (702) 385-7411
Attorney for Plaintiff

AFFIDAVIT OF SERVICE

STATE OF NEVADA)

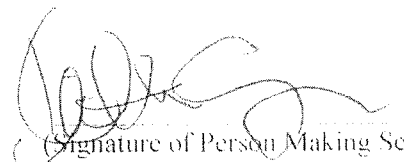
) ss:

COUNTY OF CLARK)

Keith Gordon (2098C) being duly sworn says: That at all times herein Affiant was and is a citizen of the United States, over 18 years of age, not a party to nor interested in the proceeding in which this Affidavit is made. That Affiant received one copy(ies) of the SUMMONS & COMPLAINT on the 6th day of June, 2017, and served the same on the 6th day of June, 2017, by:


1. Delivering and leaving a copy with Shafik Brown at Parking Lot of Boulevard Mall 3500 S Maryland Pkwy, LV NV 89169
2. Serving by personally delivering and leaving a copy with a person of suitable age and discretion residing at the usual place of abode located at:
3. Serving by personally delivering and leaving a copy at
 - a. With as an agent lawfully designated by statute to accept service of process;
 - b. With pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.
4. Personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope postage prepaid:
 - Ordinary mail
 - Certified mail, return receipt requested
 - Registered mail, return receipt requestedaddressed to at last known address which is

If executed in this State, "I declare under penalty of perjury that the foregoing is true and correct."


(Signature of Person Making Service)
No Notary is required per NRS 53.015

DOCUMENT “3”

DOCUMENT “3”



PSER

McDONALD LAW OFFICES
BRANDON McDONALD, ESQ.
Nevada Bar No. 11206
2505 Anthem Village Drive, Suite E-474
Henderson, Nevada 89052
Telephone: (702) 385-7411
Facsimile: (702) 992-0569
Brandon@mcdonaldlawyers.com
Attorney for Plaintiff

**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 NAVNEET SHARDA, an
individual; FURNITURE BOUTIQUE, LLC., A
Nevada Limited Liability Company, and DOES 1-
X, inclusive and ROE CORPORATIONS XI
through XX,

Defendants.

CASE NO: A-17-756274-C
DEPT: 18

PROOF OF SERVICE

The attached original **Affidavit of Personal Service** will confirm the Defendant,
SHAFIK HIRJI, was served with a **SUMMONS AND CIVIL COMPLAINT** on June 9th, 2017
at 2680 Botticelli Dr., Henderson, Nevada 89052.

DATED this 12th day of June, 2017.

McDonald Law Offices

/s/ Brandon McDonald
BRANDON McDONALD, ESQ.
Nevada Bar No. 11206
2505 Anthem Village Drive, Suite E-474
Henderson, Nevada 89052
Telephone: (702) 385-7411
Attorney for Plaintiff

AFFIDAVIT OF SERVICE

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

Keith Gordon (2098C) being duly sworn says: That at all times herein Affiant was and is a citizen of the United States, over 18 years of age, not a party to nor interested in the proceeding in which this Affidavit is made. That Affiant received one copy(ies) of the SUMMONS & COMPLAINT on the 5th day of June 7th, 2017, and served the same on the 9th day of June, 2017, by:

1. Delivering and leaving a copy with Shafik Hirji at 2680 Botticelli Drive, Henderson, NV 89052
2. Serving by personally delivering and leaving a copy with a person of suitable age and discretion residing at the usual place of abode located at:
3. Serving by personally delivering and leaving a copy at
 - a. With as an agent lawfully designated by statute to accept service of process:
 - b. With pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.
4. Personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope postage prepaid:

Ordinary mail
Certified mail, return receipt requested
Registered mail, return receipt requested

addressed to at last known address which is

If executed in this State: "I declare under penalty of perjury that the foregoing is true and correct."


(Signature of Person Making Service)

No Notary is required per NRS 53.045

DOCUMENT “4”

DOCUMENT “4”



1 **ACOM**
2 **MCDONALD LAW OFFICES**
3 **BRANDON B. MCDONALD, ESQ**
4 Nevada Bar No. 011206
5 brandon@mcdonaldlawyers.com
6 2451 W. Horizon Ridge Pkwy., #120
7 Henderson, Nevada 89052
8 Telephone: (702) 992-0569
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. Around November 2016, Plaintiff Steven Barket (Hereinafter “Barket”) and
13 Defendants Shafik Hirji (Hereinafter “Hirji”) and Shafik Brown (Hereinafter “Brown”) began
14 discussing the financing of a new furniture store, Furniture Fashions store no. 4, (Hereafter
15 “FF4”).
16

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
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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.
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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

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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
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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.

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

63. Defendants never transferred any ownership interests to Barket.

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

SEVENTH CAUSE OF ACTION
Conversion
(Against Hirji, Brown and Boutique)

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

66. Plaintiffs own a majority of shares in Sunset.

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

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

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

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

71. 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.

EIGHTH CAUSE OF ACTION
Intentional Interference With Contractual Relationship
(As Against Defendant Sharda)

72. Plaintiffs repeat and reallege each and every allegation contained in the foregoing 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 1. For compensatory damages in a sum according to proof at trial;

21 2. For special damages in a sum according to proof at trial;

22 3. For attorney's fees and costs of suit herein;

23 4. For punitive damages;

24 5. For pre-judgment and post-judgment interest; and

25

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.

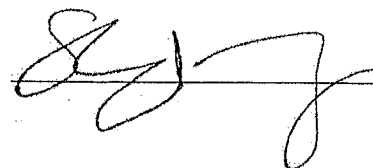
This document shall be available to Sharda or Anderson should a default of any kind occur on the part of Hirji/Brown. In the event of a default, Hirji/Brown will be liable for all legal expenses and fees.

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

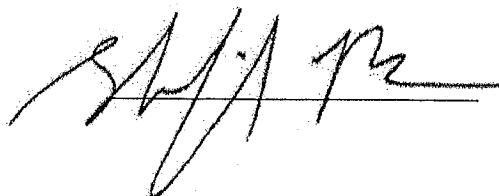
STEVEN BARKET

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.

DOCUMENT “5”

DOCUMENT “5”



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.

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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.

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- 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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65. Later that same month, Barket made 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 fifty (50%) percent.
66. That in December 2016, Barket made 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%). However, Barket only provided \$100,000 of the \$300,000. The loan period was for 4 months instead of 48 months with an interest rate of fifty (50%) percent instead of ten (10%) percent.
67. 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 with an interest rate of forty-eight percent for the first five payments and then be reduced to ten (10%) percent for the remaining 43 months of the loan.
68. Barket materially breached these agreements in that he did not actually loan any of the money to Hirji and Brown or have any interest in Cancer Center Foundation, Inc., and Trata, Inc.
69. Barket materially breached the agreements further by demanding and receiving a total of approximately \$375,000 from Hirji and Brown between November 2016 and March 4, 2017, 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.
70. Barket's conduct caused Hirji and Brown to breach the contracts with Cancer Center Foundation, Inc., and Trata, Inc., because he took the money Hirji and Brown would have used to repay the loans for his personal use and did not apply it to their loans.
71. That as a direct and proximate result of Barket's material breaches of contract as set forth above, Counter-Claimants were damaged in a sum in excess of Fifteen Thousand Dollars (\$15,000.00).

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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.

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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.

104. Therefore, due to Barket's actions, set forth above, he was unjustly enriched by approximately three hundred seventy five thousand (\$375,000.00) dollars.
105. Hirji and Brown were forced to take an additional loan, loan number 5, for two hundred thousand (\$200,000.00) dollars from Dr. Sharda so that they had sufficient capital to open the Boutique in April 2017 for Barket's breach. Hirji and Brown are entitled to recover the interest on this loan from Barket.
106. Hirji and Brown are also required to pay a higher interest rate than the amount Barket agreed to for the four loans between November 7, 2016 and January 20, 2017. Hirji and Brown are entitled to recover the difference in the interest on these loans from Barket.
107. As a direct and proximate result of Barket's acts, as set forth above, the Counter-Claimants have suffered damages in excess of Fifteen Thousand Dollars (\$15,000.00).
108. 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.

SIXTH CAUSE OF ACTION
(Tortious Interference with Contractual Relationships)

109. The Counter-Claimants restate the allegations of Paragraphs 1 through 108 as set forth above and incorporates them herein by reference.
110. Counter-Claimants had a valid and existing lease agreement with their landlord.
111. Counter-Claimants had valid and existing business agreements with landlords, vendors, suppliers, and local advertisers.
112. Barket knew about the lease agreement between counter-claimants and their landlord.
113. Barket knew about the business agreements between Counter-Claimants and landlords, vendors, suppliers, and local advertisers.
114. On or about March 4, 2017, the Counter-Claimants refused to give Barket any additional money. Barket threatened to harm the counter-claimants' businesses, reputations, and 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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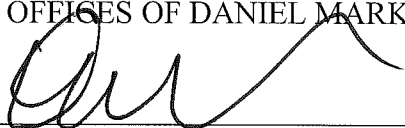
- 1 142. The information Barket published about Hirji and Brown is highly offensive and/or
2 embarrassing to a reasonable person with ordinary sensibilities.
- 3 143. Barket published the statements in post card mailers and various websites with reckless
4 disregard as to its offensiveness.
- 5 144. 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*

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Brandon McDonald, Esq.
2451 W. Horizon Ridge Pkwy., #120
Henderson, Nevada 89052
Attorney for Plaintiffs

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

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ANSW

Brandon B. McDonald, Esq.
Nevada Bar No.: 11206
McDONALD LAW OFFICES, PLLC
2505 Anthem Village Drive, Ste. E-474
Henderson, NV 89052
Telephone: (702) 385-7411
Facsimile: (702) 664-0448
Attorneys for Plaintiffs

**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 NAVNEET
SHARDA, an individual; FURNITURE
BOUTIQUE, LLC., A Nevada Limited Liability
Company, and DOES 1-X, inclusive and ROE
CORPORATIONS XI through XX,

Defendants.

AND ALL RELATED MATTERS

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

ANSWER TO COUNTERCLAIM

COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq.
of McDONALD LAW OFFICES, PLLC, and hereby respond to Defendants' Counterclaim as follows:

COUNTERCLAIM

1. Answering paragraphs 1, 2 and 3 of the Counterclaim, Counterdefendant admits the

1 allegations contained therein.

2 2. Answering paragraph 4 of the Counterclaim, Counterdefendant's response calls for a
3 legal conclusion and no response is required to be provided.

4 **GENERAL ALLEGATIONS**

5 3. Answering paragraphs 5 and 11 of the Counterclaim, Counterdefendant admits the
6 allegations contained therein.

7 4. Answering paragraphs 6, 7, 9, 10, 12 and 15 of the Counterclaim, Counterdefendant
8 states that the agreements, documents or other writings speak for themselves.

9 5. Answering paragraph 8 of the Counterclaim, Counterdefendant's response calls for a
10 legal conclusion and no response is required to be provided.

11 6. Answering paragraphs 14, 16, 17, 18 and 19 of the Counterclaim, Counterdefendant is
12 without sufficient knowledge or information to admit or deny the allegations and therefore denies the
13 same.

14 7. Answering paragraph 13 of the Counterclaim, Counterdefendant is without sufficient
15 knowledge or information to admit or deny the allegations regarding contacting the Shafiks and denies
16 the remainder of the allegations.

17 **FIRST CAUSE OF ACTION**

18 **Breach of Contract**
19 **(Sharda v. Barket)**

20 8. In response to paragraph 20 of the Counterclaim, Counterdefendant reincorporates each
21 and every response to the prior paragraphs as fully set forth herein.

22 9. Answering paragraph 21 of the Counterclaim, Counterdefendant states that the
23 agreement speaks for itself or that such response calls for a legal conclusion and no response is
24 required.

1 10. Answering paragraphs 22 and 23 of the Counterclaim, Counterdefendant's response
2 calls for a legal conclusion and no response is required to be provided.

3 11. Answering paragraphs 24 and 25 of the Counterclaim, Counterdefendant denies the
4 allegations contained therein.

5 **SECOND CAUSE OF ACTION**
6 **Breach of Duty of Good Faith and Fair Dealing**
7 **(Sharda v. Barket)**

8 12. In response to paragraph 26 of the Counterclaim, Counterdefendant reincorporates each
9 and every response to the prior paragraphs as fully set forth herein.

10 13. Answering paragraphs 27 and 28 of the Counterclaim, Counterdefendant's response
11 calls for a legal conclusion and no response is required to be provided.

12 14. Answering paragraphs 29, 30 and 31 of the Counterclaim, Counterdefendant denies the
13 allegations contained therein.

14 **THIRD CAUSE OF ACTION**
15 **Breach of Duty of Good Faith and Fair Dealing**
16 **(Trata v. Barket)**

17 15. In response to paragraph 32 of the Counterclaim, Counterdefendant reincorporates each
18 and every response to the prior paragraphs as fully set forth herein.

19 16. Answering paragraph 33 of the Counterclaim, Counterdefendant states that the
20 agreements speak for themselves.

21 17. Answering paragraph 34 of the Counterclaim, Counterdefendant admits the allegations
22 contained therein.

23 18. Answering paragraphs 35, 36, 37 and 38 of the Counterclaim, Counterdefendant denies
24 the allegations contained therein.
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The Counterclaim fails to state a claim upon which relief can be granted.

Counterclaimant's claims are barred by the doctrine of estoppel.

Counterclaimant is not entitled to relief due to the doctrine of unclean hands.

Counterclaimant's relief is barred in equity.

Counterclaimant's claims are barred by the doctrine of laches.

Pursuant to Rule 8 of the Nevada Rules of Civil Procedure, all possible affirmative defenses may not have been alleged herein insofar as insufficient facts were not available after reasonable inquiry upon the filing of Plaintiffs' Amended Complaint. Counterdefendant hereby incorporate by reference those affirmative defenses enumerated in NRCP 8 as if fully set forth herein. In the event further investigation or discovery reveals the applicability of any such defenses, Counterdefendant reserves the right to seek leave of the Court to amend this Answer and to specifically assert any such defense. Such defenses are herein incorporated by reference for the specific purpose of not waiving any such defense.

Wherefore Counterdefendant prays:

1. That Counterclaimants take nothing by way of their Counterclaim;
2. For attorney's fees and costs of suit herein;

- 1 3. For an award of punitive damages since the claims and allegations are frivolous;
2 4. For such other and further relief as the Court may deem appropriate.

3 Dated this 31st day of August 2017.

4 McDONALD LAW OFFICES, PLLC

5
6 By: /s/ Brandon B. McDonald, Esq.
7 Brandon B. McDonald, Esq.
8 Nevada Bar No.: 11206
9 2505 Anthem Village Drive, Ste. E-474
10 Henderson, NV 89052
11 Attorneys for Plaintiffs
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CERTIFICATE OF SERVICE

I hereby certify that on the 31st day of August 2017, I served a copy of the foregoing **ANSWER TO COUNTERCLAIM** upon each of the parties via Odyssey E-Filing System pursuant to NRCp 5(b)(2)(D) and EDCR 8.05, which have complied with said rules in providing their requested emails addresses for electronic service.

Dated this 31st day of August 2017.

/s/ Eric Tucker

An employee of McDonald Law Offices, PLLC

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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.

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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.

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- 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.

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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.

104. Therefore, due to Barket's actions, set forth above, he was unjustly enriched by approximately three hundred seventy five thousand (\$375,000.00) dollars.
105. Hirji and Brown were forced to take an additional loan, loan number 5, for two hundred thousand (\$200,000.00) dollars from Dr. Sharda so that they had sufficient capital to open the Boutique in April 2017 for Barket's breach. Hirji and Brown are entitled to recover the interest on this loan from Barket.
106. Hirji and Brown are also required to pay a higher interest rate than the amount Barket agreed to for the four loans between November 7, 2016 and January 20, 2017. Hirji and Brown are entitled to recover the difference in the interest on these loans from Barket.
107. As a direct and proximate result of Barket's acts, as set forth above, the Counter-Claimants have suffered damages in excess of Fifteen Thousand Dollars (\$15,000.00).
108. 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.

SIXTH CAUSE OF ACTION
(Tortious Interference with Contractual Relationships)

109. The Counter-Claimants restate the allegations of Paragraphs 1 through 108 as set forth above and incorporates them herein by reference.
110. Counter-Claimants had a valid and existing lease agreement with their landlord.
111. Counter-Claimants had valid and existing business agreements with landlords, vendors, suppliers, and local advertisers.
112. Barket knew about the lease agreement between counter-claimants and their landlord.
113. Barket knew about the business agreements between Counter-Claimants and landlords, vendors, suppliers, and local advertisers.
114. On or about March 4, 2017, the Counter-Claimants refused to give Barket any additional money. Barket threatened to harm the counter-claimants' businesses, reputations, and 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.

28 ////

- 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

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1 **ANSW**

2 Brandon B. McDonald, Esq.
3 Nevada Bar No.: 11206
4 McDONALD LAW OFFICES, PLLC
5 2505 Anthem Village Drive, Ste. E-474
6 Henderson, NV 89052
7 Telephone: (702) 385-7411
8 Facsimile: (702) 664-0448
9 *Attorneys for Plaintiffs*

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

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

15 Plaintiffs,

16 vs.

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

23 Defendants.

Case No.: A-17-756274

Dept. No.: XVIII

24 AND ALL RELATED MATTERS

25 **ANSWER TO COUNTERCLAIM**

26 COMES NOW, Plaintiffs, by and through their counsel of record, Brandon B. McDonald, Esq.
27 of McDONALD LAW OFFICES, PLLC, and hereby respond to Defendants Shafik Hirji, Shafik Brown,
28 and Furniture Boutique, LLC's Counterclaim as follows:

GENERAL ALLEGATIONS

1. Answering paragraphs 1, 2, 3 and 4 of the Counterclaim, Counterdefendant admits the allegations contained therein.

2. Answering paragraph 5 of the Counterclaim, Counterdefendant is without sufficient knowledge or information to admit or deny the allegations and therefore denies the same.

3. Answering paragraph 6 of the Counterclaim, Counterdefendant's response calls for a legal conclusion and no response is required to be provided.

FACTS RELEVANT TO ALL CLAIMS

3. Answering paragraphs 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 24, 25, 28, 32, 35, 37, 38, 40, 41, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 58 of the Counterclaim, Counterdefendant is without sufficient knowledge or information to admit or deny the allegations and therefore denies the same.

4. Answering paragraphs 9, 10, 20, 30, 31, 33, 34 of the Counterclaim, Counterdefendant admits the allegations contained therein.

5. Answering paragraphs 19, 23, 26, 27, 39 of the Counterclaim, Counterdefendant states that the agreements, documents or other writings speak for themselves.

6. Answering paragraphs 29, 42, 43, 44, 45, 60, 62 of the Counterclaim, Counterdefendant denies the allegations contained therein.

7. Answering paragraph 36 of the Counterclaim, Counterdefendant states that the agreements, documents or other writings speak for themselves or the response calls for a legal conclusion and no response is required to be provided.

8. Answering paragraphs 57 and 59 of the Counterclaim, Counterdefendant admits that mailers and websites created but denies that they portrayed any party in a "false light" or for

1 “smearing,” and denies the remainder of the allegations in said paragraphs.

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

4 9. In response to paragraph 63 of the Counterclaim, Counterdefendant reincorporates each
5 and every response to the prior paragraphs as fully set forth herein.

6 10. Answering paragraph 64, 65, 66 and 67 of the Counterclaim, Counterdefendant states
7 that the agreements, documents or other writings speak for themselves.

8 11. Answering paragraphs 68, 69 and 70 of the Counterclaim, Counterdefendant’s response
9 calls for a legal conclusion and no response is required to be provided, and denies any allegations of
10 wrongdoing or breach of agreement.

11 12. Answering paragraphs 71 and 72 of the Counterclaim, Counterdefendant denies the
12 allegations contained therein.
13

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

16 13. In response to paragraph 73 of the Counterclaim, Counterdefendant reincorporates each
17 and every response to the prior paragraphs as fully set forth herein.

18 14. Answering paragraphs 74 and 75 of the Counterclaim, Counterdefendant is without
19 sufficient knowledge or information to admit or deny the allegations and therefore denies the same.

20 15. Answering paragraphs 76, 77, 78 and 79 of the Counterclaim, Counterdefendant’s
21 response calls for a legal conclusion and no response is required to be provided, and therefore denies
22 the allegations.
23

24 16. Answering paragraphs 80 and 81 of the Counterclaim, Counterdefendant denies the
25 allegations contained therein.
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**THIRD CAUSE OF ACTION
(Fraud)**

17. In response to paragraph 82 of the Counterclaim, Counterdefendant reincorporates each and every response to the prior paragraphs as fully set forth herein.

18. Answering paragraph 83 of the Counterclaim, Counterdefendant denies any allegations of misrepresentations and states that the agreements, documents or other writings speak for themselves.

19. Answering paragraphs 84, 86, 90, 91, 92, 93 and 94 of the Counterclaim, Counterdefendant denies the allegations contained therein.

20. Answering paragraphs 85, 87, 88 and 89 of the Counterclaim, Counterdefendant is without sufficient knowledge or information to admit or deny the allegations and therefore denies the same.

**FOURTH CAUSE OF ACTION
(Conversion)**

21. In response to paragraph 95 of the Counterclaim, Counterdefendant reincorporates each and every response to the prior paragraphs as fully set forth herein.

22. Answering paragraph 96 of the Counterclaim, Counterdefendant denies any allegations of wrongdoing and states any further response calls for legal conclusion, and no further response is required to be provided.

23. Answering paragraphs 97, 98, 99 and 100 of the Counterclaim, Counterdefendant denies the allegations contained therein.

**FIFTH CAUSE OF ACTION
(Unjust Enrichment)**

24. In response to paragraph 101 of the Counterclaim, Counterdefendant reincorporates each and every response to the prior paragraphs as fully set forth herein.

1 25. Answering paragraphs 102, 103, 104, 105, 106, 107 and 108 of the Counterclaim,
2 Counterdefendant denies the allegations contained therein.

3 **SIXTH CAUSE OF ACTION**
4 **(Tortious Interference with Contractual Relationships)**

5 26. In response to paragraph 109 of the Counterclaim, Counterdefendant reincorporates each
6 and every response to the prior paragraphs as fully set forth herein.

7 27. Answering paragraphs 110 and 111 of the Counterclaim, Counterdefendant is without
8 sufficient knowledge or information to admit or deny the allegations and states any further response
9 calls for legal conclusion, and no further response is required to be provided.

10 28. Answering paragraphs 112, 113, 114, 121 and 122 of the Counterclaim,
11 Counterdefendant is without sufficient knowledge or information to admit or deny the allegations.
12

13 29. Answering paragraphs 115, 116, 117, 118, 119, 120, 123, 124 and 125 of the
14 Counterclaim, Counterdefendant denies the allegations contained therein.

15 **SEVENTH CAUSE OF ACTION**
16 **(Interference with Prospective Business Advantage)**

17 30. In response to paragraph 126 of the Counterclaim, Counterdefendant reincorporates each
18 and every response to the prior paragraphs as fully set forth herein.

19 31. Answering paragraphs 127, 128, 129, 130, 131, 133 and 135 of the Counterclaim,
20 Counterdefendant is without sufficient knowledge or information to admit or deny the allegations.

21 32. Answering paragraph 132 of the Counterclaim, Counterdefendant admits websites were
22 created but denies that they portrayed any party in a “false light.”
23

24 33. Answering paragraph 134 of the Counterclaim, Counterdefendant’s response calls for a
25 legal conclusion and no response is required to be provided.

26 34. Answering paragraphs 136 and 137 of the Counterclaim, Counterdefendant denies the
27
28

1 allegations contained therein.

2 **EIGHTH CAUSE OF ACTION**
3 **(False Light)**

4 35. In response to paragraph 138 of the Counterclaim, Counterdefendant reincorporates each
5 and every response to the prior paragraphs as fully set forth herein.

6 36. Answering paragraphs 139, 140, 141, 143, 145 and 146 of the Counterclaim,
7 Counterdefendant denies the allegations contained therein.

8 37. Answering paragraphs 142 and 144 of the Counterclaim, Counterdefendant is without
9 sufficient knowledge or information to admit or deny the allegations.

10 **AFFIRMATIVE DEFENSES**

11 **FIRST AFFIRMATIVE DEFENSE**

12 The Counterclaim fails to state a claim upon which relief can be granted.

13 **SECOND AFFIRMATIVE DEFENSE**

14 Counterclaimant's claims are barred by the doctrine of estoppel.

15 **THIRD AFFIRMATIVE DEFENSE**

16 Counterclaimant is not entitled to relief due to the doctrine of unclean hands.

17 **FOURTH AFFIRMATIVE DEFENSE**

18 Counterclaimant's relief is barred in equity.

19 **FIFTH AFFIRMATIVE DEFENSE**

20 Counterclaimant's claims are barred by the doctrine of laches.

21 **SIXTH AFFIRMATIVE DEFENSE**

22 Counterclaimant's claims are barred by the truth and informing the public of unlawful acts
23 based on records available to the general public.
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SEVENTH AFFIRMATIVE DEFENSE

Counterclaimant's claims are barred because they were the initial breaching party to the agreements at issue or waived any claimed breaches by retaining the funds lent.

EIGHTH AFFIRMATIVE DEFENSE

Counterclaimant's claims are barred because of the parole evidence rule.

NINTH AFFIRMATIVE DEFENSE

Counterclaimant's claims are barred because of the statute of frauds.

TENTH AFFIRMATIVE DEFENSE

Counterclaimant's claims are barred because Counterdefendant is not the proximate cause of their damages.

ELEVENTH AFFIRMATIVE DEFENSE

Counterclaimants' damages, if any, are speculative, and not reasonable calculable.

TWELFTH AFFIRMATIVE DEFENSE

Pursuant to Rule 8 of the Nevada Rules of Civil Procedure, all possible affirmative defenses may not have been alleged herein insofar as insufficient facts were not available after reasonable inquiry upon the filing of Plaintiffs' Amended Complaint. Counterdefendant hereby incorporate by reference those affirmative defenses enumerated in NRCP 8 as if fully set forth herein. In the event further investigation or discovery reveals the applicability of any such defenses, Counterdefendant reserves the right to seek leave of the Court to amend this Answer and to specifically assert any such defense. Such defenses are herein incorporated by reference for the specific purpose of not waiving any such defense.

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1 Wherefore Counterdefendant prays:

- 2 1. That Counterclaimants take nothing by way of their Counterclaim;
- 3 2. For attorney's fees and costs of suit herein;
- 4 3. For an award of punitive damages;
- 5 4. For such other and further relief as the Court may deem appropriate.

6 Dated this 13th day of December 2017.

7 McDONALD LAW OFFICES, PLLC

8

9 By: /s/ Brandon B. McDonald, Esq.

10 Brandon B. McDonald, Esq.

11 Nevada Bar No.: 11206

12 2505 Anthem Village Drive, Ste. E-474

13 Henderson, NV 89052

14 Attorneys for Plaintiffs

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Dated this 13th day of August 2017.

An employee of McDonald Law Offices, PLLC

DOCUMENT “9”

DOCUMENT “9”



MOT
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
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.

STEVEN BARKET, an individual,

Counter-Defendant.

**DEFENDANTS' MOTION TO DISMISS WITH
PREJUDICE AND FOR RELATED RELIEF**

HEARING REQUESTED

1 MICHAEL AHDERS, an individual,
2 Plaintiff,

3 vs.

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

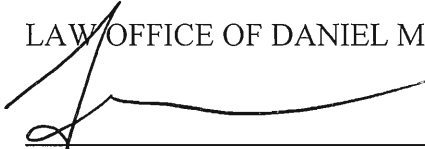
8 Defendants.
9 _____ /

10 **DEFENDANTS' MOTION TO DISMISS PLAINTIFFS' COMPLAINT WITH PREJUDICE**
11 **PURSUANT TO NRCP 41(e)(6) AND/OR FOR ABUSE OF PROCESS;**
12 **DEEM PLAINTIFF, STEVEN BARKET, A VEXATIOUS LITIGANT;**
13 **ISSUE A PERMANENT INJUNCTION TO REQUIRE**
14 **PLAINTIFF BARKET TO REMOVE ALL WEBSITES**
15 **REGARDING THE DEFENDANTS AND OTHERS, AND TO ENJOIN BARKET FROM**
16 **POSTING ANY NEW WEBSITES AGAINST SUCH PERSONS;**
17 **AND AWARD DEFENDANTS' ATTORNEY'S FEES AND COSTS**

18 COMES NOW the Defendants, Boulevard Furniture, Inc.; Furniture Boutique, LLC, Shafik Hirji;
19 and Shafik Brown by and through their counsel, Daniel Marks, Esq., and Teletha L. Zupan, Esq., of the
20 Law Office of Daniel Marks, hereby submits their motion to dismiss the Plaintiffs' complaint with
21 prejudice pursuant to NRCP 41(e)(6) and/or for abuse of process; to deem Plaintiff, Steven Barket, a
22 vexatious litigant; for a permanent injunction to issue to require plaintiff barket to remove all websites
23 regarding the Defendants, their family, their friends, and/or their counsel and enjoin Barket from posting
24 any new websites against such persons; and award Defendants' attorney's fees and costs for having to
25 defend against Plaintiffs' frivolous actions. The grounds for the Defendants' Motion are set forth in the
26 following Memorandum of Points and Authorities.

27 DATED this 29th day of July, 2020.

28 LAW OFFICE OF DANIEL MARKS



DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
TELETHA ZUPAN, ESQ.
Nevada State Bar No. 012660
610 South Ninth Street
Las Vegas, Nevada 89101
Attorneys for Defendants

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. STATEMENT OF FACTS:**

3 **A. Background**

4 This Court should recall from the prior proceedings that Shafik Hirji (hereafter “Hirji”) is from
5 Tanzania, which is in East Africa. Hirji was thirteen years old when he moved to the United States in
6 1971. He struggled in school because English was his second language. He ultimately dropped out of
7 High School in New York at the beginning of his junior year. In 2002, Hirji moved to Nevada. (See
8 Affidavit of Shafik Hirji dated March 2, 2018 attached as Exhibit “1”).

9 Around September 2016, Hirji met Steven Barket (hereafter “Barket”) at the Mercedes dealer.
10 Barket purchased a sofa and other furniture from Furniture Fashions, which Hirji operated and his son,
11 Shafik Brown (hereafter “Brown”) owned. Hirji and Barket quickly became close friends. (See Affidavit
12 of Shafik Hirji attached as Exhibit “1”).

13 In October 2016, Barket approached Hirji to invest money with Furniture Fashions. Hirji trusted
14 Barket based on their friendship and Barket’s representations. Between November 7, 2016 and January
15 20, 2017 Barket coordinated with Hirji to make a series of four (4) “investments” with Furniture
16 Fashions, and other entities owned by Brown. Barket informed Hirji that each investment would need to
17 be structured as a loan *from one of his businesses through his partner for tax purposes*. (See Affidavit of
18 Shafik Hirji attached as Exhibit “1”).

19 The **first** investment/loan was made from Barket’s partner, Sharda, through Cancer Care for two
20 hundred thousand (\$200,000.00) dollars on November 7, 2016. (See Affidavit of Shafik Hirji attached as
21 Exhibit “1” and Cancer Care’s first COJ, secured promissory note and security agreement attached at
22 Exhibit “2”). The **second** investment/loan was made from Barket’s partner, Michael Ahders, for one
23 hundred thousand (\$100,000.00) dollars on November 21, 2016. (See Notice of Entry of COJ for Ahders
24 with COJ, secured promissory note and security agreement attached at Exhibit “3”). The **third**
25 investment/loan was made from Cancer Care for one hundred thousand (\$100,000.00) on December 20,
26 2016. (See Cancer Care’s second COJ, secured promissory note and security agreement attached at
27 Exhibit “4”). The **fourth** investment/loan was made from Barket’s partner, Sharda, through Trata for one
28 million (\$1,000,000.00) dollar “investment”/loan on January 20, 2017. (See Trata’s first COJ, secured

1 promissory note and security agreement attached at Exhibit “5”). The related documents for all these
2 investments/loans were executed at Stan Johnson’s office, who was Barket’s attorney at the time. (See
3 Affidavit of Shafik Hirji attached as Exhibits “1”- “5”).

4 Barket had Hirji and Brown execute a Memorandum of Understanding (hereafter “MOU”) dated
5 January 20, 2017, which provided for Barket to receive a 47.5% ownership interest in the new furniture
6 store in exchange for his \$1 million investment. The agreement expressly states, “Barket provides the
7 necessary funding/lending for his 47 ½ percent ownership”. It also identifies Sharda as a potential
8 investor. (See Memorandum of Understanding attached as Exhibit “6” at p. 1 in the second, fourth and
9 fifth full paragraphs).

10 The MOU states that in exchange for the \$1 million dollar investment, Barket would receive 15%
11 ownership of the Furniture Fashion locations 1, 2, and 3 or \$150,000 in lieu of the ownership interest.
12 Further, it provided *in return for previous money raised*, Hirji and Brown would convey 50% of Olivia’s
13 Mexican Restaurant to Barket (25%) and potential investor Sharda (25%).¹ In addition, as additional
14 consideration Barket was to be paid \$60,000 for work and expenses from November 2016 to the opening
15 of Furniture Fashions 4 by April 2017. (See Exhibit “6” at p. 1 in the fourth, sixth, and seventh full
16 paragraph).

17 Between November 7, 2016 and March 4, 2017, Ahders’ and Sharda’s partner, Barket, demanded
18 and received a total of approximately four hundred forty five thousand (\$445,000.00) dollars in cash and
19 checks. Barket claimed he would return the money within a few weeks, but he did not return any money.
20 Instead, he demanded more money from Hirji. Hirji refused. (See Affidavit of Shafik Hirji attached at
21 Exhibit “1”; Checks to Barket attached at Exhibit “7”; Declaration of Shafik Hirji attached as Exhibit
22 “8”; and various cash withdrawals made to pay Barket attached as Exhibit “39”).

23 Barket got angry and threatened to harm Hirji physically and/or to harm Brown and Hirji’s family
24 financially, if they did not give him more money. Barket also threatened to do a website posting negative
25 things about Hirji and his family, if Hirji refused to give Barket more money. (See Affidavit of Shafik
26 Hirji attached at Exhibit “1”).

27
28 ¹This Court knows as a matter of settled law, that past consideration is no consideration. See *Smith v. Recrion Corp.*,
91 Nev. 666, 669, 541 P.2d 663, 665 (1975) and *Smith v. Recrion Corp.*, 91 Nev. 666, 669, 541 P.2d 663, 665 (1975).

1 On or about March 5, 2017, Hirji contacted Dr. Navneet Sharda (hereafter “Sharda”) to inform
2 him that Barket demanded and received approximately three hundred seventy five thousand
3 (\$375,000.00) dollars and proceeded to demand more money that they did not have. At that time, Hirji
4 knew for sure that Barket had demanded and received at least \$375,000, but was not certain of the total
5 amount that had been paid to Barket. Hirji informed Sharda that they did not have enough money to
6 open the store because of how much money Barket took. (See Affidavit of Shafik Hirji attached at
7 Exhibit “1”).

8 On March 5, 2017, Sharda informed Hirji of Barket’s misrepresentations. He advised Hirji that
9 Barket did not actually loan any money to them. Further, Barket was not an agent of Cancer Care or
10 Trata. He did not have an interest in either company and did not have the power to bind either company.
11 Sharda informed Hirji that Barket did not apply any of the money he received toward the outstanding
12 loans. Sharda informed Hirji that Cancer Care and Trata loaned Hirji and Brown the all of the money.
13 Hirji stopped communicating with Barket. (See Affidavit of Shafik Hirji attached at Exhibit “1”; Trata
14 Transcript from Evidentiary Hearing Day 1 attached as Exhibit “9” at pp. 65:3-9; 67:3-5; and Trata
15 Transcript from Evidentiary Hearing Day 2 attached as Exhibit “10” at p. 6:18-20).

16 Barket created fliers and post card mailers, which inferred Hirji was an untrustworthy, dishonest,
17 and a scam artist, who sets up fake business fronts, and commits bankruptcy fraud to escape his
18 creditors. Barket sent the post card mailers that portray Hirji in a false light to customers in the vicinity,
19 Hirji and Brown’s business associates, landlords, all of the tenants and employees surrounding each
20 business, including but not limited to the tenants and employees in the boulevard mall, neighboring
21 business owners, and employees of Furniture Fashions, Champagne Salon & Spa, Olivia’s Mexican
22 Restaurant & Bar, and Furniture Boutique. In addition, Barket sent the post card mailers to the neighbors
23 in the communities that Hirji and Brown lived in. (See post card mailer attached hereto as Exhibit “40”
24 and Declaration of SHafik Hirji attached hereto as Exhibit “41”).

25 Barket created various websites, including but not limited to, shafikhirji.com; shadyshafik.com;
26 yasminbrown.net; klastv.vegas; and furniturfashionslasvegas.net to smear the names of Hirji, his
27 family, his friends, and business associates. Barket even created a website regarding the Defendants’
28 counsel at danielmarksexamined.com. Barket portrayed Hirji, his family, their businesses, friends, and

1 business associates in a negative light on his various websites making statements similar to those in the
2 postcard/mailers to harm the reputation of Hirji, his family, their business, and business associates
3 and/or to financially harm Hirji, Brown, their family, and their businesses. (See website for
4 shafikhirji.com attached as Exhibit “42”; website for shadyshafik.com attached hereto as Exhibit “43”;
5 website for klastv.vegas attached hereto as Exhibit “44”; and danielmarksexamined.com attached hereto
6 as Exhibit “45”).

7 In April 2017, Ahders contacted Hirji to discuss the smear websites that Barket had done on the
8 Defendants and their family. Hirji notified Ahders that his partner, Barket demanded and received
9 approximately \$375,000.00 from him. Ahders said he would reach out to Barket to get him to take down
10 the smear website because it was bad for business. (See Affidavit of Shafik Hirji attached at Exhibit “1”
11 p. 8 at ¶ 32 and Barket’s various websites attached hereto as Exhibits “42” through “44”).

12 On March 18, 2017, the fifth investment/loan was made from Trata for an additional two
13 hundred thousand (\$200,000). Sharda suspended the repayment obligations for all the loans until the
14 store opened, became profitable enough to make the payments, and they reached an agreement for a new
15 repayment schedule for the loans. The Trata loans were made for the purpose of opening the new
16 furniture store. (See Affidavit of Shafik Hirji attached at Exhibit “1” and Trata’s second COJ, secured
17 promissory note and option agreement attached as Exhibit “11”). From November 7, 2016 to March 18,
18 2017, there was a total of five investment/loans made to the Defendants. (See Exhibits “2-5” and “11”).

19 From January 5, 2017 up to December 2017, the Defendants continued to make monthly
20 payments of \$4,000.00 directly to Ahders’ bank account. Ahders received approximately \$44,000.00
21 from the Defendants. The Defendants did not receive a written notice of default from Mr. Ahders in
22 2017 or 2018. Mr. Ahders did not offer to amend the terms, extend the repayment terms, and/or to
23 reduce the principal amount due based on the \$445,000 that his partner, Barket, demanded and received.
24 (See Affidavit of Shafik Hirji attached at Exhibit “1” p. 8 at ¶ 32; Exhibit “7”; Declaration of Shafik
25 Hirji attached at Exhibit “8”; Declaration of Michael Ahders attached to Plaintiffs’ Motion for
26 Sanctions, and Exhibit “46”). Therefore, Ahders and his partner, Barket, received a combined total of
27 approximately \$489,000.00 from the Defendants between November 2016 and December 2017 for the
28 initial \$100,000 investment/loan from Ahders.

1 On April 6, 2017, Barket obtained a Judgment against Sharda by way of an assignment of
2 Judgment in Case No. A-15-712697-C (hereafter referred to as the “*Gordon Silver action*”). (See
3 Acknowledgment of Assignment of Judgment filed April 6, 2017 attached as Exhibit “12”). Barket was
4 represented by Michael Mazur (hereafter “Mazur”) and Sharda was represented by Bryan Naddafi
5 (hereafter “Naddafi”) in the *Gordon Silver action*.

6 On June 1, 2017, Barket commenced litigation against Hirji, Brown, Sharda, and Furniture
7 Boutique, LLC, in the Eighth Judicial Court, Case No. A-17-756274-C (hereafter referred to as the
8 “*Barket action*”). Barket was represented by Mr. McDonald and Barnabi in this action.

9 In approximately July 2017, Barket began executing on the *Gordon Silver* Judgement against
10 Sharda. On July 29, 2017, Barket and Sharda entered into a confidential settlement agreement. (See
11 Confidential Settlement Agreement attached as Exhibit “13” and Declaration of Michael Mazur attached
12 as Exhibit “14” at p. 4:9-12).

13 During their settlement negotiations, Barket presented the idea of having Sharda assign the notes
14 to another entity. (See Exhibit “9” at p. 38). The confidential settlement agreement was jointly prepared
15 by Naddafi and Mazur. (See Declaration of Michael Mazur attached as Exhibit “14” at p. 4:10-13).
16 Sharda testified that assigning the five notes was part of the confidential settlement agreement (See
17 Exhibit “9” at p. 40). Barket also concocted an elaborate scheme to fabricate a default so he could
18 circumvent this litigation and execute on the Defendants.

19 The settlement agreement resolved Barket’s claims against Sharda in the *Gordon Silver action*
20 and the *Barket action*. (See August 1, 2018 correspondence from Brandon McDonald to Bryan Naddafi
21 attached as Exhibit “15”). The express language that Mazur and Naddafi drafted, which Barket and
22 Sharda signed states that Defendant (Sharda) would assign all rights, title and interest in the **five**
23 **promissory notes**, together with their corresponding UCC1 agreements, COJ, and other documentation
24 with an estimated principal value of \$1,500,000.00 to Plaintiff or his assigns. (See Exhibit “13” at p. 2 in
25 section II; Exhibit “9” at p. 60:12-18; Declaration of Michael Mazur attached as Exhibit “14” at p. 4:10-
26 13; Plaintiff’s Opposition to Motion to Quash Order Allowing Examination of Judgment Debtor and
27 Writ of Execution filed in the Gordon Silver Action on February 12, 2020 attached as Exhibit “16” at pp.
28 2:19-26 and 12:23-27).

1 Barket and his counsel, Barnabi and Mazur, have conceded numerous times in the *Gordon Silver*
2 *action* that Sharda was required to assign the five promissory notes to Barket. (See Exhibit “16” at pp.
3 2:19-26 and 12:23-27). Further, the agreement provided for the Plaintiff (Barket) to coordinate the
4 collection efforts of the Promissory Notes utilizing Mazur & Brooks for an aggressive post-judgment
5 attachment and execution efforts, which the Defendant (Sharda) would pay for. (See Exhibit “13” at p. 2
6 in section III; Exhibit “9” at p. 60:12-18; Declaration of Michael Mazur attached as Exhibit “14” at p.
7 4:10-13; and Exhibit “16” at pp. 2:19-26 and 12:23-27).

8 On July 29, 2017, there were only five promissory notes in existence: one with Ahders, two with
9 Trata, and two with Cancer Care. (See Exhibits “2-5” and “11”). Mazur reviewed both of Trata’s COJs
10 and both of Cancer Care’s COJs. Accordingly, he determined that they could not be assigned or sold and
11 that each was grossly deficient to obtain a Judgment in the event of a Default pursuant to NRS 17.090
12 through NRS 17.110. (See Exhibits “2”, “4”, “5”, and “11”). In August 2017, Mazur drafted two new
13 Change in Terms Agreements (hereafter “CIT Agreements”) with new COJs to consolidate the loans for
14 Cancer Care and Trata, make the notes assignable, add new resources to impose liability against, add
15 interest and late fees for the periods that Sharda suspended payments, and accelerate the payments and
16 interest under the loans. (See Exhibit “9” at p. 20). The CIT Agreements required the Defendants to
17 make three initial payments of \$25,000.00 on September 25, 2017; October 25, 2017; and November 25,
18 2017. (See Cancer Care CIT Agreement attached as Exhibit “17” at Trata CIT Agreement attached as
19 Exhibit “18”).

20 During the interim period from August 15, 2017 to August 28, 2017, Sharda pressured Hirji to
21 execute the CIT Agreements for Cancer Care and Trata, which consolidated two loans from Trata and
22 two from Cancer Care and provided a repayment schedule for all four loans. Sharda frequently told Hirji
23 he was stressed out and under a lot of pressure from his family about these loans. Sharda said he was
24 having a lot of conflict with his family because of these loans. (See Affidavit of Shafik Hirji attached as
25 Exhibit “1”). However, Sharda was really acting in accordance with the settlement agreement and at the
26 direction of Barket and Mazur. (See Exhibit “10” at p. 20:10-16). On August 29, 2017, Sharda sent Hirji
27 an email advising Hirji that “the attorney” directed him to send Hirji a Notice of Default and a proposed
28 CIT Agreement for Cancer Care. (See August 29, 2017 Email with attachments attached as Exhibit

1 “19”).

2 On September 1, 2017, Defendants executed the CIT Agreements at Naddafi’s office. Mr.
3 Naddafi did not notify Hirji and Brown’s counsel of the CIT Agreements or advise Hirji and Brown to
4 consult with their counsel before executing such agreements, even though the loans were the subject of
5 this action. (See Affidavit of Shafik Hirji dated November 30, 2017 attached as Exhibit “20”).

6 Defendants made the first payment to Sharda on September 25, 2017. (See Affidavit of Shafik
7 Hirji attached as Exhibit “20”). On October 13, 2017, Barkat directed Sharda to assign the CIT
8 Agreements for all four loans to Brooklyn Asset Management, LLC (hereafter “BAM”). Sharda did not
9 notify Hirji of the assignment at that time. (See Cancer Care and Trata Assignments attached as Exhibit
10 “21” and Exhibit “10” at p. 132:9-24).

11 When Hirji contacted Sharda to make the second payment on October 25, 2017, Sharda refused
12 to accept the payment. He advised Hirji that the loans were assigned to a hedge fund in New York. Hirji
13 asked Sharda for the contact information for the company that the loans were assigned to. Sharda told
14 Hirji that he would receive correspondence regarding the assignments shortly thereafter. The payments
15 were to be sent to New York and then sent back to Las Vegas. (See Affidavit of Shafik Hirji attached as
16 Exhibit “20” and Exhibit “9” at p. 32:3-8).

17 On or about October 28, 2017, Hirji and Brown received letters from BAM and Trata dated
18 October 17, 2017, advising them that the loans from Trata and Cancer were assigned BAM. Mazur
19 drafted and sent out the notices of assignment. (See Affidavit of Shafik Hirji attached as Exhibit “20”;
20 October 17, 2017 Correspondence attached as Exhibit “22”; and Exhibit “9” at p. 33:14-19).

21 Hirji called BAM multiple times to get account numbers for the Cancer Care and Trata payments
22 and to confirm the mailing address for the payments. On October 30, 2017, a representative named Kim
23 told him she had not heard of BAM, did not have any account numbers, and told him not to send
24 payments to the address listed on the correspondence because they would not accept payments at that
25 address. She said she would get back to Mr. Hirji with the requested information, but failed to do so.
26 (See Affidavit of Shafik Hirji attached as Exhibit “20” and October 30, 2017 correspondence attached as
27 Exhibit “23”).

28 ////

1 Shortly thereafter, Kay Sorrels called Mr. Hirji and identified herself as an agent of BAM. She
2 said she would stop by the furniture store at 3500 S. Maryland Pkwy., Ste 171 on November 1, 2017 to
3 pickup the payments, but did not go to the furniture store. On November 2, 2017, Mr. Hirji mailed the
4 payments to BAM's address on the correspondence in New York. Mr. Hirji called Ms. Sorrels to see
5 why she did not go to the store to pick up the payments on November 1, 2017. Ms. Sorrels advised Mr.
6 Hirji that the matter had been assigned to legal counsel and told Mr. Hirji he could contact Mazur. (See
7 November 2, 2017 correspondence attached as Exhibit "24"). Mr. Hirji contacted Mazur's office and
8 was informed that the COJs had been filed. (See Affidavit of Shafik Hirji attached as Exhibit "20").

9 On November 1, 2017, Mazur filed the COJ on behalf of Cancer Care and BAM, *assignee*, in
10 Case No. A-17-763985-C (hereafter "*Cancer Care action*") in Department XVI before Judge Williams.
11 That Confession of Judgment was derived from two of the "investments"/loans that Barket orchestrated,
12 which are in issue in this action. (See Exhibits "2", "4", and "17"). Judge Williams set aside the
13 Confession of Judgment finding that it was void because Cancer Care attempted to circumvent the issues
14 and subject matter pertaining to the investments/loans in dispute in the *Barket action*, case A-17-
15 756274-C to deprive the Defendants of an adjudication of their rights and potential liabilities. (See
16 Cancer Care's Notice of Entry of Order attached at Exhibit "25").

17 On November 1, 2017, Mazur filed the COJ on behalf of Trata, Inc. (hereafter "*Trata action*"),
18 and BAM, *assignee*, in Case No. A-17-763995-C in Department VI before Judge Cadish, for two
19 additional "investments"/loans that were orchestrated by Barket and are in issue in this action. Trata
20 executed and seized approximately \$200,000.00 of the Defendants' money and property. After an
21 extensive evidentiary hearing, which confirmed the foregoing facts, Trata's Confessions of Judgment
22 was vacated on the grounds of fraud, misrepresentation, or other misconduct of an adverse party
23 pursuant to NRCP 60(b)(3) because Nadaffi improperly communicated about the subject of the
24 representation with a person he knew to be represented by another lawyer in the matter. More
25 specifically, he knew that these loans are at issue, Hirji and Brown were represented by Mr. Marks, who
26 was not present and did not consent. (See Exhibits "5", "11", "18", and Trata's Notice of Entry of Order
27 attached as Exhibit "26").

28 ////

1 Even though neither COJ had been reduced to Judgment by the Clerk of the Court, on or about
2 November 22, 2017 and November 27, 2017, Trata and Cancer Care executed on the Defendants' bank
3 accounts and issued writs of garnishments directed to the various business entities and Defendants. In
4 the morning on December 22, 2017, the Laughlin Constable, Barket, and Mazur appeared at Mr. Hirji's
5 residence and executed on a Writ of Execution and seize various items, including vehicles, electronics,
6 and various other personal property. Barket videotaped the execution. Mr. Barket laughed as he told
7 Hirji that he owns BAM. (See Affidavit of Shafik Hirji dated December 26, 2017 attached as Exhibit
8 "27" and photos taken during December 22, 2017 execution with publication from Steve Barket on his
9 website shafikhirji.com attached as Exhibit "28").

10 During the extensive four day evidentiary hearing in the *Trata action*, the Defendants learned that
11 Mazur represented Barket in the *Gordon Silver action* where they obtained the secret settlement. Mazur
12 also represented Sharda, Cancer Care, Trata, and BAM, in connection with the COJs that were filed in
13 the Cancer Care and Trata action. (See Exhibit "9" at pp. 3:24-25, and 4:1-4; and Exhibit "10" at p.
14 115:6-15). Trata did not file the Acknowledgment of Assignment of Judgment until after the first day of
15 the evidentiary hearing concluded. (See Trata's Acknowledgment of Assignment of Judgment attached
16 as Exhibit "29"). Hirji also learned that BAM was a domestic Nevada limited liability company and that
17 the November payments to BAM were mailed back to Las Vegas to Mazur's office for deposit. (See
18 Certified Records from Nevada Secretary of State for Brooklyn Asset Management, LLC attached as
19 Exhibit "30" and Account Transaction Details with Checks attached as Exhibit "31"). In light of the fact
20 that the assignment required payments to be made to New York only to be mailed back to Nevada for
21 deposit, the assignment was clearly a sham that was designed to cause a default.

22 On February 23, 2018, Mazur filed the COJ on behalf of Ahders in A-18-770121-C, in
23 accordance with the terms of the confidential settlement agreement, which required Plaintiff (Barket) to
24 coordinate the collection efforts for the five Promissory Notes utilizing Mazur & Brooks for an
25 aggressive post-judgment attachment and execution efforts, which Defendant (Sharda) would pay for.
26 Ahders' COJ did not provide a specific sum that is due or account for the principal and interest
27 installment payments that were made from January 5, 2017 up to December 2017. (See Exhibit "3";
28 Exhibit "9" at p. 60:12-18; Exhibit "13" at p. 2 in sections II and III ; Declaration of Michael Mazur

1 attached as Exhibit “14” at p. 4:10-13; and Exhibit “16” at pp. 2:19-26 and 12:23-27).

2 On April 25, 2019, the Court read and considered the papers, pleadings, and briefs on file, as
3 well as the ongoing litigation in this action with Barket regarding the series of investments and loans
4 referenced extensively in the pleadings in this case and issued a Minute Order resolving the dispute. This
5 Court found that notice was required pursuant to paragraph 4 of the Confession of Judgment, which
6 states: If Defendant fails to adhere to the terms of the Note, and any amendments or extensions, Plaintiff
7 shall provide written notice of said default to the Defendants. The Defendant shall have five (5) calendar
8 days to cure said default. It [sic] the default is not cured in full the Plaintiff may file and record this
9 Confession of Judgment and take all steps to protect the right of the Plaintiff hereunder. Further, the
10 court found that Plaintiff did not provide the requisite notice pursuant to the Confession of Judgment,
11 and Plaintiff did not provide an opportunity for Defendants to cure any alleged default. (See Ahders’
12 Notice of Entry of Order attached as Exhibit “32”).

13 Based upon those findings, the court ordered, as a matter of law, without addressing the other
14 grounds raised by the Defendants, that the Confession of Judgment that was the basis of that matter was
15 void under NRCP 60(b) and set it aside. The Court proceeded to grant the Defendants’ Motion to Vacate
16 the Confession of Judgment; pursuant to NRS 17.090 through NRS 17.110; to Take Judicial Notice of
17 Related Actions; Alternative Motion for Stay of Execution pursuant to NRCP 62; and/or the Motion to
18 Consolidate with Case No. A-17-756274-C pursuant to NRCP 42. Pursuant to that order, the Ahders
19 action was consolidated with the Barket action. (See Exhibit “32”).

20 From April 25, 2019 through the present date, Ahders failed to take any action to pursue his
21 claims, which were consolidated with the Barket action. He failed to file a complaint to pursue his
22 claims based on the underlying promissory note. From August 5, 2019 to January 8, 2020, Barket and
23 Defendants, were in settlement negotiations to resolve Barket and Ahders’ claims. The discussions
24 between their counsel related to the terms of the settlement only. (See Declaration of Teletha Zupan,
25 Esq., attached as Exhibit “33”).

26 During the settlement negotiations, Barnabi sent correspondence to Defendants dated November
27 25, 2019, regarding the void COJ. The correspondence was titled Notice of Default and Demand to
28 Immediately Cure. Defendants’ counsel was confused by the notice as it was sent during settlement

1 negotiations and related to a COJ that had already been set aside by this Court. Defendants' counsel
2 contacted Barnabi regarding the notice and to inquire about the status of the settlement, why the
3 negotiations broke down, and whether it was because of Barket or Ahders. Barnabi said he would get
4 back to her, but never did. (See Declaration of Teletha Zupan, Esq., attached as Exhibit "33" and
5 November 25, 2019 Correspondence attached as Exhibit "34").

6 On December 13, 2019, Ahders re-filed the same Confession of Judgment that this Court held as
7 a matter of law to be void and set aside in a new action in Case No.: A-19-806944-C before Judge Cory
8 in Department I, instead of filing a complaint in this action. On January 13, 2020, Defendants were
9 served with Ahders' COJ. On January 14, Defendants were served with writs of execution. On January
10 14, 2020, Defendants filed an emergency motion to vacate COJ pursuant to NRCP 60(b); to quash any
11 and all writs of execution and/or garnishment pursuant to NRCP 60(b) because the judgment was
12 obtained by fraud; to stay all collection activity, including writs of execution; for attorney's fees and
13 costs; and to dismiss this action with prejudice. At the hearing on January 29, 2020, Judge Cory granted
14 Defendants' emergency motion to vacate the COJ and dismiss the action with prejudice. (See Ahders'
15 confession of judgment attached as Exhibit "35" and Ahders' Notice of Entry of Order attached as
16 Exhibit "36").

17 On January 20, 2020, Barket filed a Motion to Enforce the Settlement Agreement and Motion to
18 Amend Prior Judgment in the *Gordon Silver* action to have Judge Williams dismiss the claims asserted
19 in this action between Barket, Sharda, and Trata and requested for Judge Williams to Order Sharda to
20 assign the original \$1,500,000 in promissory notes and COJs to Barket. Sharda opposed the motion
21 because he already paid Barket an additional \$114,764.24 for the judgment and interest pursuant and
22 assigned over two million dollars in notes from Cancer Care and Trata to Barket. The matter is currently
23 pending an evidentiary hearing before Judge Williams in Department XVI. (See Plaintiff's Motion to
24 Enforce the Settlement Agreement and Motion to Amend Prior Judgment attached as Exhibit "37" at pp.
25 1:19-23, 2:5-6, 2:9-12, 6:9-14; 7:16-19, 8:6-7 and 9:3 and 9:5-8; Opposition to Plaintiff's Motion to
26 Enforce the Settlement Agreement and Motion to Amend Prior Judgment attached as Exhibit "38" at pp.
27 3:1-8, 4:26-28).

28 ////

1 Barket was not acting in good faith during the prolonged settlement negotiations with Defendants
2 from August 5, 2019 to January 8, 2020 because he could not make the necessary warranties and
3 representations regarding the original promissory notes, COJs, and related documents for Trata, Cancer
4 Care, and Ahders because the original notes were not assigned to him. Barket likely filed his motion
5 with Judge Williams to get an order for Sharda to assign the original promissory notes, COJs, and related
6 documents for Trata and Cancer Care so he could file four (4) new actions in other departments based on
7 the original notes to circumvent this litigation and execute on the Defendants.

8 **II. LEGAL ARGUMENT:**

9 **A. This Court Should Dismiss Plaintiffs' Complaint with Prejudice Pursuant to NRCP**
10 **41(e) And/or for Abuse of Process.**

11 **1. This Court Should Dismiss Plaintiffs' Actions with Prejudice for Filing to**
12 **Exercise Reasonable Diligence to Prosecute Their Action pursuant to NRCP**
13 **41(e).**

14 This Court has inherent authority to dismiss an action for want of prosecution where a plaintiff
15 fails to bring the action to trial within two years. This inherent authority is derived from the court's day-
16 to-day function or regular management of its internal affairs to prevent delays and control their
17 calendars. The court is not required to provide any justification for resorting to its inherent authority. See
18 *Hunter v. Gang*, 132 Nev. 249, 257-258, 377 P.3d 448, 454 (2016), *City of Sparks v. Sparks Mun. Court*,
19 129 Nev. 348, 363, 302 P.3d 1118, 1129 (2013), and *Volpert v. Papagna*, 85 Nev. 437, 439-440, 456
20 P.2d 848, 849 (1969). The court can consider any facts bearing on the question of diligence and good
21 faith in ruling on a motion to dismiss for want of diligence in prosecution. See *Northern Illinois Corp. v.*
Miller, 78 Nev. 213, 216, 370 P. 2d 955, 956 (1962). NRCP 41(e). NRCP 41(e): states in part:

22 (e) Dismissal for Want of Prosecution.

23 (1) Procedure. When the time periods in this rule have expired:

- 24 (A) any party may move to dismiss an action for lack of prosecution; or
25 (B) the court may, on its own, issue an order to show cause why an
26 action should not be dismissed for lack of prosecution. After
27 briefing, the court may hold a hearing or take the matter under
28 submission, as provided by local rules on motion practice.

(2) Dismissing an Action Before Trial.

1 (A) The court may dismiss an action for want of prosecution if a
2 plaintiff fails to bring the action to trial within 2 years after the
action was filed.

3 An action shall be tried on the merits when a plaintiff exercises reasonable diligence in the
4 prosecution of his action. *Hassett v. St. Mary's Hospital Ass'n*, 86 Nev. 900, 903, 478 P.2d 154, 156
5 (1970). The onus is on the plaintiff to exercise reasonable diligence in prosecuting an action after it is
6 commenced to avoid the two year discretionary power of dismissal under NRCP 41(e). *Valente v. First*
7 *Western Sav. And Loan Ass'n*, 90 Nev. 377, 379, 528 P.2d 699, 700 (1974). A plaintiff will not be
8 afforded any relief by blaming their freely selected lawyer-agent for a lack of diligence because he is
9 bound by the acts of his lawyer-agent and presumed to have notice of all facts charged upon the attorney.
10 See *Moore v. Cherry*, 90 Nev. 390, 395, 528 P.2d 1018, 1022 (1974); *Custom Catering, Inc. v. Local*
11 *Union No. 226, Custom Catering, Inc. v. Local Union No. 226, Culinary & Hotel Serv. Workers Union*,
12 91 Nev. 334, 335, 536 P.2d 488, 489 (1975); and *Monroe, Ltd. v. Cent. Tel. Co., S. Nevada Div.*, 91
13 Nev. 450, 456, 538 P.2d 152, 156 (1975).

14 In the last three years, Plaintiffs failed to exercise reasonable diligence in prosecuting this action.
15 Instead, Barket concocted a series of schemes with various counsel, which were designed to circumvent
16 and delay this action. Therefore, this Court should dismiss Plaintiffs' action with prejudice pursuant to
17 NRCP 41(e) because Plaintiffs failed to exercise reasonable diligence in prosecuting this action.

18 After the defendant makes a prima facie showing of unreasonable delay, the plaintiff must show
19 circumstances excusing the delay. *Monroe, Ltd. v. Central Tel. Co., Southern Nevada Division*, 91 Nev.
20 450, 456, 538 P.2d 152, 155 (1975). The defendant is not required show prejudice from the delay
21 because prejudice is presumed. *Thran v. First Judicial Dist. Court in and for Ormsby County*, 79 Nev.
22 176, 182, 380 P. 2d 297, 300 (1963).

23 Dismissal with prejudice is appropriate in extreme cases where the delay is not justified by the
24 circumstances of the case. The court should consider the following factors when contemplating whether
25 to dismiss an action with prejudice: (1) the underlying conduct of the parties, (2) whether the plaintiff
26 offers adequate excuse for the delay; (3) whether the plaintiff's case lacks merit; (4) whether any
27 subsequent action following dismissal would be barred by the applicable statute of limitations. See
28 *Hunter v. Gang*, 132 Nev. at 260, 377 P.3d at 456. The court should consider any other relevant factor

1 in making its determination, such as the length of reasonableness of the delay. *Id.* at 261.

2 (i) **Plaintiffs Failed to Exercise Reasonable Diligence to Prosecute Their**
3 **Action in the Last Three Years.**

4 In the last three years, Plaintiffs failed to exercise reasonable diligence in prosecuting this action.
5 Instead, Barket embarked on a series of schemes with various counsel, which were designed to
6 circumvent and delay this action. On June 1, 2017, Barket commenced litigation against Hirji, Brown,
7 Sharda, and Furniture Boutique, LLC, in this action. (See Complaint).

8 A month later, in July 2017, Barket began executing on a Judgement he purchased against Sharda
9 in the *Gordon Silver action* to force him into a settlement. On July 29, 2017, Barket and Sharda entered
10 into a confidential settlement agreement on July 29, 2017. (See Exhibit “13” and Declaration of Michael
11 Mazur attached as Exhibit “14” at p. 4:9-12).

12 Pursuant to that agreement, Sharda was required to assign all rights, title and interest in the **five**
13 **promissory notes** in issue in this action, together with their corresponding UCC1 agreements, COJ, and
14 other documentation with an estimated principal value of \$1,500,000.00 to Plaintiff (Barket) or his
15 assigns. Barket and his counsel, Barnabi and Mazur, have conceded numerous times in the *Gordon*
16 *Silver action* that Sharda was required to assign **five** promissory notes to Barket. (See Exhibit “9” at pp.
17 38 and 40, and Exhibit “16” at pp. 2:19-26 and 12:23-27). On July 29, 2017, there was a total of five
18 promissory notes in existence: one with Ahders, two with Trata, and two with Cancer Care. (See
19 Exhibits “2-5” and “11”).

20 The settlement provided that Barket would coordinate the collection efforts of the Promissory
21 Notes utilizing Mazur & Brooks for an aggressive post-judgment attachment and execution efforts,
22 which Sharda would pay for. (See Exhibit “13” at p. 2 in section III; Exhibit “9” at p. 60:12-18;
23 Declaration of Michael Mazur attached as Exhibit “14” at p. 4:10-13; and Exhibit “16” at pp. 2:19-26
24 and 12:23-27). Mazur was Barket’s counsel in the *Gordon Silver action*.

25 However, Barket concocted another elaborate scheme to use Sharda to sweeten the pot and
26 increase the total value of the five promissory notes three fold from \$1,600,000 to \$4,795,194.49, which
27 Barket would later use to fabricate a default to circumvent this litigation and execute on the Defendants.
28 (See Exhibits “2” - “5”, “11”, “17” and “18”). From August 15, 2017 to at least April 17, 2018, Sharda

1 acted in accordance with the settlement agreement and at the direction of Barket and Mazur. In
2 accordance with their directives, Sharda pressured Hirji into executing the CIT Agreements that Mazur
3 drafted. (See Affidavit of Shafik Hirji attached as Exhibit “1”; Exhibit “9” at p. 20; Exhibit “10” at p.
4 20:10-16; Exhibit “17”; Exhibit “18”; Exhibit “19”; and Affidavit of Shafik Hirji dated November 30,
5 2017 attached as Exhibit “20”).

6 Defendants made the first payment to Sharda under the CIT Agreements on September 25, 2017.
7 (See Affidavit of Shafik Hirji attached as Exhibit “20”). On October 13, 2017, Barket directed Sharda to
8 assign both CIT Agreements and related documents to BAM. Sharda did not notify Hirji of the
9 assignment at that time. (See Exhibit “21” and Exhibit “10” at p. 132:9-24). On October 25, 2017, Hirji
10 contacted Sharda to make the second payment, but he refused to accept. In accordance with Barket’s
11 scheme to fabricate a default, the payments were to be sent to New York and then back to Mazur in Las
12 Vegas. (See Affidavit of Shafik Hirji attached as Exhibit “20” and Exhibit “9” at p. 32:3-8).

13 On or about October 28, 2017, three days after the second payment was due, Hirji and Brown
14 received letters, which Mazur drafted and sent out on behalf of BAM and Trata dated October 17, 2017
15 to notify them that the loans from Trata and Cancer were assigned BAM. (See Affidavit of Shafik Hirji
16 attached as Exhibit “20”; Exhibit “22”; and Exhibit “9” at p. 33:14-19). Despite Hirji’s multiple attempts
17 to contact BAM to get account numbers for the Cancer Care and Trata payments and to confirm the
18 mailing address for the payments, he was not able to obtain the requested information. On October 30,
19 2017, a representative told Hirji not to send payments to the address listed on the correspondence
20 because they would not accept payments at that address. (See Affidavit of Shafik Hirji attached as
21 Exhibit “20” and Exhibit “23”).

22 Shortly thereafter, Kay Sorrels contacted Hirji and identified herself as an agent of BAM. She
23 told him she would stop by the furniture store at 3500 S. Maryland Pkwy., Ste 171 on November 1, 2017
24 to pickup the payments, but did not. On November 2, 2017, Mr. Hirji mailed the payments to BAM’s
25 address on the correspondence in New York and called Ms. Sorrels to see why she did not go to the store
26 to pick up the payments on November 1, 2017. Ms. Sorrels informed him that the matter had been
27 assigned to legal counsel and told him he could contact Mazur. (See Exhibit “24”). Mr. Hirji contacted
28 Mazur’s office and was informed that the COJs had been filed. Mr. Hirji told Brown to stop payment on

1 the checks. (See Affidavit of Shafik Hirji attached as Exhibit “20”).

2 In furtherance of Barket’s scheme, Mazur filed the COJ on behalf of Cancer Care and BAM, an
3 undisclosed *assignee*, in Case No. A-17-763985-C (hereafter “*Cancer Care action*”) in Department XVI
4 before Judge Williams on November 1, 2017. (See Exhibit “17”). Cancer Care never filed an
5 Acknowledgment of Assignment of Judgment. On April 5, 2018, Judge Williams set aside the
6 Confession of Judgment finding that it was void because Cancer Care attempted to circumvent the issues
7 and subject matter pertaining to the investments/loans in dispute in this to deprive the Defendants of an
8 adjudication of their rights and potential liabilities. (See Exhibit “25”).

9 In furtherance of Barket’s scheme, Mazur filed the second COJ on behalf of Trata, Inc. (hereafter
10 “Trata action”), and BAM, *assignee*, in Case No. A-17-763995-C in Department VI before Judge Cadish
11 on November 1, 2017. Trata executed and seized approximately \$200,000.00 of the Defendants’ money
12 and property. In the morning on December 22, 2017, the Laughlin Constable, Barket, and Mazur
13 appeared at Mr. Hirji’s residence and executed on a Writ of Execution and seized various items,
14 including vehicles, electronics, and various other personal property. Barket videotaped the execution and
15 laughed as he told Hirji he owns BAM. (See Exhibit “18”; Affidavit of Shafik Hirji dated December 26,
16 2017 attached as Exhibit “27”; and Exhibit “28”). From April 17, 2018 through May 23, 2019,
17 Defendants’ attempted to recover as much of their personal property and money as they could from
18 Barket, Sharda, and/or BAM, which were wrongfully seized. A judgment was issued for the value of the
19 remaining items that Defendants were not able to recover.

20 Trata did not file the Acknowledgment of Assignment of Judgment until after the first day of the
21 evidentiary hearing concluded. (See Exhibit “29”). On April 17, 2018, after an extensive evidentiary
22 hearing, Trata’s COJ was vacated on the grounds of fraud, misrepresentation, or other misconduct of an
23 adverse party pursuant to NRC 60(b)(3) because Nadaffi improperly communicated about the subject
24 of the representation with a person he knew to be represented by another lawyer in connection with the
25 matter. More specifically, Nadaffi knew these loans were at issue in this matter, that Hirji and Brown
26 were represented by Mr. Marks, who was not present, aware, and did not consent to such action. (See
27 Exhibits “5”, “11”, “18”, and “26”).

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1 The extensive four day evidentiary hearing in the *Trata action* confirmed the assignment was
2 clearly a sham as it was designed to cause a default because it required payments to be made to New
3 York only to be mailed back to Nevada for deposit. Further, it confirmed that Mazur represented Barket
4 in the *Gordon Silver action* and Sharda, Cancer Care, Trata, and BAM, in connection with the COJs that
5 were filed in the Cancer Care and Trata action. (See Exhibit “9” at pp. 3:24-25, and 4:1-4; and Exhibit
6 “10” at p. 115:6-15). In addition, BAM was a domestic Nevada limited liability company and the
7 November payments to BAM were mailed back to Las Vegas to Mazur’s office for deposit. (See Exhibit
8 “30” and Exhibit “31”).

9 On February 23, 2018, in accordance with the confidential settlement agreement, Mazur filed the
10 COJ on behalf of Ahders in A-18-770121-C. (See Exhibit “3”; Exhibit “9” at p. 60:12-18; Exhibit “13”
11 at p. 2 in sections II and III ; Declaration of Michael Mazur attached as Exhibit “14” at p. 4:10-13; and
12 Exhibit “16” at pp. 2:19-26 and 12:23-27). On April 25, 2019, the Court read and considered the papers,
13 pleadings, and briefs on file, and ordered, as a matter of law that the Confession of Judgment was void
14 under NRCP 60(b) and set it aside. The Court granted the Defendants’ Motion to Vacate the Confession
15 of Judgment; pursuant to NRS 17.090 through NRS 17.110; to Take Judicial Notice of Related Actions;
16 Alternative Motion for Stay of Execution pursuant to NRCP 62; and/or the Motion to Consolidate with
17 Case No. A-17-756274-C pursuant to NRCP 42. Pursuant to that order, the Ahders action was
18 consolidated with the Barket action. (See Exhibit “32”).

19 On October 10, 2018, Barket filed a Motion to Enforce Settlement Agreement and for an Award
20 of Attorney’s fees and cost against Sharda in this action, which Sharda opposed. The matter was set for
21 an evidentiary hearing, but continued several times to September 24, 2019. On September 19, 2019,
22 Barket withdrew his Motion to Enforce.

23 Barket and/or Ahders delayed this action for over three years with their various attempts to
24 circumvent this litigation. Neither has actively pursued this litigation. From April 25, 2019 through the
25 present date, Ahders has taken no action to pursue his claims within this consolidated action. Neither has
26 filed a complaint based on Ahders’ underlying promissory note.

27 From August 5, 2019 to January 8, 2020, Plaintiffs and Defendants, were in settlement
28 negotiations to resolve Barket and Ahders’ claims. (See Declaration of Teletha Zupan, Esq., attached as

1 Exhibit “33”). Barket and Ahders re-filed the same COJ that this Court held as a matter of law to be void
2 and set aside in a new action in Case No. A-19-806944-C before Judge Cory in Department I. At the
3 hearing on January 29, 2020, Judge Cory vacated the COJ with prejudice. Later that day, Plaintiffs filed
4 a Motion for Entry of COJ in this action. (See Exhibit “35” and Exhibit “36”).

5 On January 20, 2020, Barket filed another Motion to Enforce the Settlement Agreement and
6 Motion to Amend Prior Judgment in the *Gordon Silver action* to have Judge Williams dismiss the
7 claims asserted in this action between Barket, Sharda, and Trata and requested for Judge Williams to
8 Order Sharda to assign the original \$1,500,000 in promissory notes and COJs to Barket. Sharda opposed
9 the motion because he has already paid Barket an additional \$114,764.24 for the judgment and interest
10 pursuant to the terms of the settlement agreement and assigned over two million dollars in notes from
11 Cancer Care and Trata to Barket. The matter is currently pending an evidentiary hearing before Judge
12 Williams in Department XVI, which has been continued to March 29, 2021. (See Exhibit “37” at pp.
13 1:19-23, 2:5-6, 2:9-12, 6:9-14; 7:16-19, 8:6-7 and 9:3 and 9:5-8; and Exhibit “38” at pp. 3:1-8, 4:26-28).

14 Barket’s motion confirms that the prolonged settlement negotiations was merely another delay
15 tactic to buy Barket time to come up with another scheme to circumvent this litigation. Barket’s motion
16 in the *Gordon Silver action* confirms that he could not make the necessary warranties and
17 representations relating to the original promissory notes, COJs, and related documents for Trata, Cancer
18 Care, and Ahders to enter into a settlement because the original notes were not assigned to him. As such,
19 he was not acting in good faith during the prolonged settlement negotiations with Defendants from
20 August 5, 2019 to January 8, 2020. Further, Barket filed his motion with Judge Williams to get an order
21 for Sharda to assign the original promissory notes, COJs, and related documents for Trata and Cancer
22 Care. Based on Barket’s past practices and prior schemes, it is clear that he intends to initiate four (4)
23 new actions in other departments based on the original notes to circumvent this litigation and execute on
24 the Defendants. (See Exhibit “37” at pp. 1:19-23, 2:5-6, 2:9-12, 6:9-14; 7:16-19, 8:6-7 and 9:3 and 9:5-
25 8; and Exhibit “38” at pp. 3:1-8, 4:26-28). Therefore, Plaintiffs’ failed to exercise reasonable diligence
26 to prosecute this action over the last three years and instead embarked on various schemes, which were
27 designed to circumvent this action to wrongfully execute on the Defendants.

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1 **(ii) Plaintiffs Cannot Provide an Adequate Excuse for Their Delay.**

2 Because the law favors trial on the merits, dismissal with prejudice may not be warranted where
3 such delay is justified by the circumstances of the case. *Home Sav. Ass'n v. Aetna Cas. & Sur. Co.*, 109
4 Nev. 558, 563, 854 P.2d 851, 854 (1993). When no adequate excuse is offered for a lengthy delay, injury
5 to the defendant is presumed, and the court may infer that the case lacks merit. See *Northern Ill. Corp. v.*
6 *Miller*, 78 Nev. at 217, 370 P.2d at 956-957 (1962).

7 Plaintiffs cannot provide an adequate excuse for their three year delay. Plaintiffs will not be able
8 to provide an adequate excuse that justifies their failure to have Sharda assign the five promissory notes
9 on July 29, 2017, or shortly thereafter, so Barket could pursue it in this action. (See Exhibit “13” and
10 Declaration of Michael Mazur attached as Exhibit “14” at p. 4:9-12). Ahders will not be able to provide
11 an adequate excuse for failing to file a complaint regarding his claim(s), since this Court consolidated
12 the actions more than a year ago. (See Exhibit “32”). More importantly, Plaintiffs will not be able to
13 justify their various schemes that have delayed this action for more than three years and resulted in the
14 filing of four separate, but related actions (*Trata*, A-17-763995-C; *Cancer Care*, A-17-763985-C;
15 *Ahders*, A-18-770121-C; and *Ahders*, A-19-806944-C) that were designed to circumvent this action.
16 (See Exhibits “3”, “17”, “18”, and “35”). The pending motion before Judge Williams in the *Gordon*
17 *Silver action* is clearly Plaintiffs’ fifth attempt to circumvent this action. (See Exhibit “37” and “38”).
18 Therefore, this Court should infer that Plaintiffs’ case lacks merit because they will not be able to
19 provide an adequate excuse for their delay.

20 **(iii) Plaintiffs’ Claims Lacks Merit**

21 Plaintiffs’ claims are based on the MOU. Under the MOU, Barket was required to invest \$1
22 million dollars. (See Exhibit “6” at p. 1 in the second, fourth and fifth full paragraphs). Barket materially
23 breached the agreement by failing to invest any money with the Defendants. Sharda confirmed in the
24 evidentiary hearing in the *Trata action*, that Barket did not invest any money with the Defendants. (See
25 Affidavit of Shafik Hirji attached at Exhibit “1”; Exhibit “9” at pp. 65:3-9 and 67:3-5; Exhibit “10” at p.
26 6:18-20; and Affidavit of Shafik Hirji attached at Exhibit “20”). Ahders declaration, which was filed in
27 support of his Opposition to Motion to Vacate the Confession of Judgment, also confirms that Barket did
28 not contribute any money to the investment/loan that he made to the Defendants. (See Declaration of

1 Michael Ahders attached hereto as Exhibit “46”). Therefore, Plaintiffs have attempted to circumvent this
2 litigation by filing five separate actions, which includes but is not limited to the motion that is currently
3 pending before Judge Williams because Plaintiffs’ claims lack merit.

4 To the extent that Plaintiffs may attempt to assert claims based on Ahders’ underlying
5 promissory note, such claims also lack merit. Barket and Ahders held Barket out as Ahders’ partner, who
6 was acting within the scope of their partnership, with apparent authority to bind Ahders when Barket
7 negotiated the terms of the investment/loan, when Barket introduced Ahders to Hirji and Brown, at the
8 time the instruments were negotiated, when Barket demanded and received \$445,000.00 from
9 Defendants, and after Hirji informed Ahders that his partner, Barket, demanded and received
10 approximately \$375,000. (See Affidavit of Shafik Hirji attached at Exhibit “1”; Exhibit “7”; Declaration
11 of Shafik Hirji attached as Exhibit “8”; Affidavit of Shafik Hirji attached at Exhibit “20”; and Exhibit
12 “39”).

13 Apparent authority arises when a principal holds his agent out as possessing certain authority or
14 permits him to exercise or to represent himself as possessing such authority under circumstances that
15 would estop the principal from denying its existence. *Ellis v. Nelson*, 68 Nev. 410, 233 P.2d 1072
16 (1951). Ahders placed Barket in a position of authority from the beginning of their business dealings
17 when the investment/loan was negotiated, to the time that Barket demanded and received \$445,000.00
18 from Defendants, and after that time when Ahders said he would talk Barket about removing the
19 websites because it is bad for business. *Merchant's Bank v. State Bank*, 77 U.S. (10 Wall.) 604, 644, 19
20 L.Ed. 1008 (1870); *Dougherty v. Wells, Fargo & Co.*, 7 Nev. 368 (1872). A principal is bound by acts of
21 its agent while acting in the course of his employment. *Prell Hotel Corp. v. Antonacci*, 86 Nev. 390, 392,
22 469 P.2d 399, 400 (1970), and a principal is liable for those acts within the scope of the agent's authority.
23 See *Nevada Nat. Bank v. Gold Star Meat Co.*, 89 Nev. 427, 429–30, 514 P.2d 651, 653 (1973); *The*
24 *Yellow Jacket Silver Mining Company v. Stevenson*, 5 Nev. 224 (1869); *Ellis v. The Central Pacific*
25 *Railroad Company of California*, 5 Nev. 255, 256 (1869); *430 *Lonkey v. Succor M & M Co.*, 10 Nev.
26 17, 19 (1874); *Wright v. Carson Water Co.*, 23 Nev. 39, 42, 42 P. 196, 197 (1895).

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1 There was no default because no money was due as the underlying promissory note was fully
2 satisfied. Ahders and his partner, Barket, received a total of approximately \$489,000.00 from the
3 Defendants between November 2016 and the present date for a \$100,000 investment/loan. This amount
4 includes the \$445,000.00 that Barket demanded and received plus the approximate \$44,000.00 that
5 Ahders received from January 5, 2017 up to December 2017. (See Affidavit of Shafik Hirji attached at
6 Exhibit “1”; Exhibit “7”; Declaration of Shafik Hirji attached as Exhibit “8”; Affidavit of Shafik Hirji
7 attached at Exhibit “20”; the Declaration of Michael Ahders attached to as Exhibit “46”). Therefore, any
8 potential claims Plaintiffs may attempt to assert based on Ahders’ underlying promissory note lacks
9 merit because it has already been fully satisfied.

10 **(iv) Whether Any Subsequent Action Following Dismissal Would Be**
11 **Barred by the Applicable Statute of Limitations.**

12 That statute of limitation for a written contract is six years. See NRS 11.190(1)(b). The Plaintiffs’
13 claims are all contractual in nature. Their claims will not be barred by the statute of limitation until 2022
14 and 2023. Based on Plaintiffs’ past practices and schemes, it is clear that they will continue to initiate
15 new frivolous actions unless, this matter is dismissed with prejudice. Therefore, this Court should
16 dismiss this action with prejudice.

17 **2. This Court Should Dismiss Plaintiffs’ Actions with Prejudice for Abuse of**
18 **Process.**

19 A party commits an abuse of process when he misuses regularly issued process for an ulterior
20 purpose. The elements to establish an abuse or process are: (1) an ulterior purpose and (2) a willful act in
21 the use of process that is not proper in the regular conduct of the proceedings.

22 **(i) Plaintiff Has an Ulterior Purpose to Circumvent this Litigation to**
23 **Deprive the Defendants of a Trial on the Merits.**

24 Shortly after Barket initiated this action, he bought a judgment against Sharda in the *Gordon*
25 *Silver action*, to use it to force Sharda into a secret settlement that would allow him to control Sharda
26 and manipulate the Defendants. On July 29, 2017, Barket and Sharda entered into a confidential
27 settlement agreement. (See Exhibit “13” and Declaration of Michael Mazur attached as Exhibit “14” at
28 p. 4:9-12).

1 Sharda was required to assign the five promissory notes to Barket. (See Exhibit “9” at pp. 38 and
2 40, and Exhibit “16” at pp. 2:19-26 and 12:23-27). Barket concocted an elaborate scheme to use Sharda
3 to increase the total value of four of the five promissory notes three fold from \$1,600,000 to
4 \$4,795,194.49, and to fabricate a default to circumvent this litigation and execute on the Defendants.
5 (See Exhibits “2” - “5”, “11”, “17” and “18”). Sharda acted in accordance with Barket and Mazur’s
6 directives and pressured Hirji into executing the CIT Agreements that Mazur drafted. (See Affidavit of
7 Shafik Hirji attached as Exhibit “1”; Exhibit “9” at p. 20; Exhibit “10” at p. 20:10-16; Exhibit “17”;
8 Exhibit “18”; Exhibit “19”; and Affidavit of Shafik Hirji dated November 30, 2017 attached as Exhibit
9 “20”). Further, Sharda assigned the CIT Agreements to Barket and refused to accept the second payment
10 from Hirji to create a default.

11 In furtherance of Barket’s scheme, on November 1, 2017, the COJ in the *Cancer Care action*,
12 Case No. A-17-763985-C in Department XVI before Judge Williams to deprive the Defendants of an
13 adjudication of their rights and potential liabilities. (See Exhibit “25”). The same day, the second COJ
14 was filed in the *Trata action*, in Case No. A-17-763995-C in Department VI before Judge Cadish. (See
15 Exhibit “18”). Trata executed and seized approximately \$200,000.00 of the Defendants’ money and
16 property. In the morning on December 22, 2017, the Laughlin Constable, Barket, and Mazur appeared at
17 Mr. Hirji’s residence and executed on a Writ of Execution and seized various items, including vehicles,
18 electronics, and various other personal property. Barket videotaped the execution and Barket laughed as
19 he told Hirji he owns BAM. (See Affidavit of Shafik Hirji dated December 26, 2017 attached as Exhibit
20 “27” and Exhibit “28”).

21 On February 23, 2018, the third COJ was filed in the *Ahders action*, Case No. A-18-770121-C.
22 (See Exhibit “3”; Exhibit “9” at p. 60:12-18; Exhibit “13” at p. 2 in sections II and III ; Declaration of
23 Michael Mazur attached as Exhibit “14” at p. 4:10-13; and Exhibit “16” at pp. 2:19-26 and 12:23-27).
24 On April 25, 2019, this Court held that the Confession of Judgment was void under NRCP 60(b) and set
25 it aside, but consolidated the *Ahders action* with the *Barket action*. (See Exhibit “32”).

26 On December 13, 2019, Barket and Ahders re-filed the *Ahders* COJ, which this Court held as a
27 matter of law to be void and set aside in a new action in Case No. A-19-806944-C before Judge Cory in
28 Department I. At the hearing on January 29, 2020, Judge Cory vacated the COJ with prejudice. Later that

1 day, Plaintiffs filed a Motion for Entry of COJ in this action. (See Exhibit “35” and Exhibit “36”).

2 On January 20, 2020, Barket attempted to circumvent this litigation by filing another Motion to
3 Enforce the Settlement Agreement in the *Gordon Silver action* before Judge Williams. Barket requested
4 for Judge Williams to dismiss the claims asserted in this action between Barket, Sharda, and Trata and
5 requests for Judge Williams to Order Sharda to assign the original \$1,500,000 in promissory notes and
6 COJs to Barket. The evidentiary hearing is set for March 29, 2021. (See Exhibit “37” at pp. 1:19-23, 2:5-
7 6, 2:9-12, 6:9-14; 7:16-19, 8:6-7 and 9:3 and 9:5-8). Therefore, Barket clearly has an ulterior purpose to
8 circumvent this litigation to deprive the Defendants of a trial on the merits.

9 **(ii) Plaintiff Took Several Willful Act in the Use of Process That Is Not**
10 **Proper in the Regular Conduct of the Proceedings.**

11 Barket engaged in various willful acts to misuse the legal process, which is not proper in the
12 regular conduct of the proceedings. He purchased a judgment against Sharda to force him to enter into a
13 secret settlement agreement, which he would use as a sword and a shield to circumvent this action. He
14 used it for strategic purposes to gag Sharda while he used him as his pawn to manipulate the Defendants.
15 Barket and his counsel, Barnabi and Mazur, have conceded numerous times in the *Gordon Silver action*
16 that Sharda was required to assign the five promissory notes to Barket. (See Exhibit “9” at pp. 38 and
17 40, and Exhibit “16” at pp. 2:19-26 and 12:23-27). Barket essentially called all the shots behind the
18 scenes.

19 Barket made Sharda wait to assign the five promissory notes, agreements and other documents.
20 Barket used Sharda to increase the overall value of four of the five promissory notes, agreements and
21 other documents and to make them assignable by way of the CIT Agreements, which were obtained by
22 fraud, misrepresentation, or other misconduct pursuant to NRCP 60(b)(3). (See Exhibit “26” at p. 5:10-
23 15). Barket and Mazur directed Sharda to pressure Hirji to execute the CIT Agreements for Cancer Care
24 and Trata so they could fabricate a default to circumvent this litigation and execute on the Defendants.
25 Sharda complied.

26 After Barket fabricated a default, Mazur filed COJs in separate actions before different judges in
27 the *Cancer Care action* and *Trata action*. Barket and Mazur knew that both of these COJs were
28 frivolous when they were filed because they were obtained by fraud, misrepresentation, or other

1 misconduct pursuant to NRCP 60(b)(3). Despite this fact, they commenced aggressive post-judgment
2 attachment and execution efforts in accordance with the confidential settlement agreement. (See Exhibits
3 “17” and “18”). Therefore, these frivolous actions was clearly taken to harass the Defendants.

4 On February 23, 2018, Mazur filed the COJ in the *Ahders’ action* in A-18-770121-C. Ahders
5 initial investment/loan was for \$100,000. It was frivolous to file this COJ because Ahders and Barket,
6 had already received a total of approximately \$489,000.00 from the Defendants between November 2016
7 and December 2017. (See Affidavit of Shafik Hirji attached at Exhibit “1”; Exhibit “3”; Exhibit “7”;
8 Declaration of Shafik Hirji attached as Exhibit “8”; Declaration of Michael Mazur attached as Exhibit
9 “14” at p. 4:10-13 and Exhibit “16” at pp. 2:19-26 and 12:23-27; Affidavit of Shafik Hirji attached at
10 Exhibit “20”; the Declaration of Michael Ahders attached as Exhibit “46”). Therefore, this frivolous
11 action was clearly taken to harass the Defendants.

12 After Defendants successfully beat back all of the COJs, Barket re-filed the *Ahders* COJ in a new
13 action in Case No. A-19-806944-C before Judge Cory in Department I on December 13, 2019. This was
14 frivolous as the *Ahders* COJ had already been held as a matter of law to be void and set it aside by this
15 Court. Judge Cory vacated the COJ with prejudice on January 29, 2020. Later that day, Barket filed a
16 Motion for Entry of COJ in this action, which is frivolous for the reasons discussed above in detail. (See
17 Exhibit “35” and Exhibit “36”). Therefore, these frivolous actions were clearly taken to harass the
18 Defendants.

19 Barket attempted to circumvent this litigation on January 20, 2020, by filing another Motion to
20 Enforce the Settlement Agreement. This time he filed it in the *Gordon Silver action* before Judge
21 Williams, and requested for Judge Williams to dismiss the claims asserted in this action between Barket,
22 Sharda, and Trata. In addition, Barket requested for Judge Williams to Order Sharda to assign the
23 original \$1,500,000 in promissory notes and COJs to Barket. Clearly, Barket intends to initiate four
24 additional actions based on the original COJs to continue to harass the Defendants. (See Exhibit “37” at
25 pp. 1:19-23, 2:5-6, 2:9-12, 6:9-14; 7:16-19, 8:6-7 and 9:3 and 9:5-8). Barket has engaged in various
26 willful acts to misuse the legal process in various proceedings before different judges to circumvent this
27 litigation and deprive the Defendants of a trial on the merits. Therefore, this Court should dismiss
28 Plaintiffs’ actions with prejudice for an abuse of process.

1 **B. This Court Should Deem Plaintiff, Steven Barket, a Vexatious Litigant.**

2 In Nevada, courts possess inherent powers of equity and control over the exercise of their
3 jurisdiction. Nevada courts have the power to permanently restrict a litigant's right to access the courts
4 by imposing restrictive orders on vexatious litigants. See *Jordan v. Eighth Jud. Dist. Ct.*, 121 Nev. 44,
5 59, 110 P.3d 30, 41-42 (2005)(reversed on other grounds).

6 In determining whether to restrict a vexatious litigant's court access the court must consider and
7 address the following four factors in the restrictive order: (1) whether the vexatious litigant was provided
8 notice of and an opportunity to respond regarding why he should not be declared a vexatious litigant and
9 the restrictive order should not issue; (2) whether there is an adequate record for review in the restrictive
10 order explaining in detail its reasons why the vexatious litigant's court access should be restricted; (3)
11 whether the restrictive order contains substantive findings as to the frivolous or harassing nature of the
12 vexatious litigant's actions, specifically naming the numerous complaints that were without merit or
13 substance and were designed to mislead and misuse the legal system; and (4) whether the restrictive
14 order is narrowly tailored to address the specific problem encountered, enjoining the vexatious litigant
15 from filing any new litigation in the Eighth Judicial District Court without first notifying the presiding
16 judge of that district and obtaining leave to file a new complaint. See *Jones v. Eighth Jud. Dist. Ct.*, 130
17 Nev. 493, 499, 330 P.3d 475, 479 (2014).

18 **(i) This Court Will Provide Barket with the Required Notice and an**
19 **Opportunity to Respond and Explain Why He Should Not Be**
20 **Declared a Vexatious Litigant And/or Why a Restrictive Order**
 Should Not Issue.

21 The first factor does not require any analysis as this Court will provide Barket with the requisite
22 notice and an opportunity to respond and explain why he should not be declared a vexatious litigant
23 and/or why a restrictive order should not issue. It is unlikely that he will be able to provide a sufficient
24 explanation, which justifies his vexatious actions and/or a legitimate reason as to why a restrictive order
25 should not issue.

26 **(ii) This Court Should Issue a Restrictive Order Based on the Record.**

27 Under the second factor, there is an adequate record for review, which warrants the issuance of a
28 restrictive order. After Barket initiated this action, he secured a secret settlement agreement with Co-

1 Defendant, Sharda, which he used as a sword and shield to gag Sharda, while using him to obtain better
2 contracts so he could fabricate a default to circumvent this litigation and execute on the Defendants. In
3 furtherance of Barket's scheme, three COJs were filed in separate actions to circumvent this litigation .

4 On November 1, 2017, a COJ was filed in the *Cancer Care action*, Case No. A-17-763985-C in
5 Department XVI before Judge Williams. (See Exhibit "25"). The same day, a second COJ was filed in
6 the *Trata action*, in Case No. A-17-763995-C in Department VI before Judge Cadish. (See Exhibit
7 "18"). On December 22, 2017, Barket videotaped the execution and Barket laughed as he told Hirji he
8 owns BAM. (See Affidavit of Shafik Hirji dated December 26, 2017 attached as Exhibit "27" and
9 Exhibit "28"). Barket knew that the Cancer Care COJ and Trata COJ were obtained by fraud,
10 misrepresentation, or other misconduct pursuant to NRCP 60(b)(3) because he orchestrated and directed
11 Sharda to commit fraud. Therefore, it was frivolous for Barket to have these COJs filed and/or to
12 execute on Defendants based on either COJ, which he clearly did to harass the Defendants.

13 On February 23, 2018, a third COJ was filed in the *Ahders action*, Case No. A-18-770121-C.
14 (See Exhibit "3"; Exhibit "9" at p. 60:12-18; Exhibit "13" at p. 2 in sections II and III ; Declaration of
15 Michael Mazur attached as Exhibit "14" at p. 4:10-13; and Exhibit "16" at pp. 2:19-26 and 12:23-27). It
16 was frivolous for Barket to have this COJ filed because he and his partner, Ahders, had already received
17 a total of approximately \$489,000.00 from the Defendants between November 2016 and December 2017
18 for the \$100,000 investment/loan.

19 On December 13, 2019, Barket frivolously had the *Ahders* COJ, which this Court held as a
20 matter of law to be void and set aside re-filed in a new action in Case No. A-19-806944-C before Judge
21 Cory in Department I. He also moved to execute based on this frivolous COJ that he improperly re-filed.
22 This action was clearly taken to harass the Defendants. The same day that Judge Cory vacated it with
23 prejudice, Barket filed a frivolous Motion for Entry of COJ in this action. (See Exhibit "35" and Exhibit
24 "36"). Therefore, it was frivolous for Barket to re-file the COJ that was previously held to be void and
25 set aside.

26 On January 20, 2020, Barket filed another Motion to Enforce the Settlement Agreement in the
27 *Gordon Silver action*, Case No. A-15-712697-C, before Judge Williams. He requested for Judge
28 Williams to dismiss the claims asserted in this action between Barket, Sharda, and Trata and requested

1 for Judge Williams to Order Sharda to assign the original \$1,500,000 in promissory notes and COJs to
2 Barket. (See Exhibit “37” at pp. 1:19-23, 2:5-6, 2:9-12, 6:9-14; 7:16-19, 8:6-7 and 9:3 and 9:5-8). Barket
3 clearly intends to use the four original COJs to file four more frivolous actions to harass Defendants and
4 circumvent this litigation so he can execute on the Defendants. Therefore, based on this record a
5 restrictive order is not only warranted, but necessary to prevent Barket from abusing the legal process to
6 harass Defendants with additional frivolous claims and wrongful executions.

7 **(iii) This Court Should Issue a Restrictive Order Based on the**
8 **Record.**

9 Under the third factor, this Court can issue a restrictive order with substantive findings of the
10 frivolous and/or harassing nature of the vexatious litigant’s actions, name the numerous actions that
11 were without merit and substance, which were designed to mislead and misuse the legal system, and
12 explain in detail its reasons why the vexatious litigant’s court access should be restricted based upon the
13 facts and evidence in the preceding section.

14 **(iv) This Court Can Narrowly Tailor an Order to Enjoin Barket**
15 **from Assigning the COJs, Notes, or Other Documents**
16 **Regarding this Matter or Filing Any New Litigation in the**
17 **Eighth Judicial District Court Without First Notifying the**
18 **Presiding Judge of Such Action and Obtaining Leave to do so.**

19 Under the fourth factor, this Court can narrowly tailor an order to require that before any
20 subsequent filings are made against the Defendants relating to the COJs, notes, or other documents in
21 issue in this action, by assignment or otherwise, that pertain to the investments/loans that were in issue
22 in this case, that he/she/it must submit it to the presiding judge and obtain leave before any such filings
23 can be made pursuant to *Jordan*.

24 **C. This Court Should Issue a Permanent Injunction to Require Plaintiff Barket to**
25 **Remove All Websites Regarding The Defendants, Their Family, Their Friends,**
26 **And/or Their Counsel and Enjoin Him from Posting Any New Websites Against**
27 **Such Persons.**

28 The court has discretion to issue an injunction to restrain a wrongful act that gives rise to a cause
of action. *State Farm Mut. Auto. Ins. v. Jafbros Inc.*, 109 Nev. 926, 928, 860 P.2d 176, 178 (1993).
Permanent injunctive relief is appropriate when there is no adequate remedy at law, a balancing of
equities favors the moving party, and success on the merits is demonstrated. *Id.* Equity will restrain
tortious acts where it is essential to preserve a business or property interest, including, the publication of

1 false and defamatory words where it is the means or an incident of such tortious conduct. See *Chateau*
2 *Vegas Wine, Inc. v. S. Wine & Spirits of Am., Inc.*, 127 Nev. 818, 829, 265 P.3d 680, 687 (2011), as
3 corrected on denial of reh'g (Apr. 17, 2012)(citing *Guion v. Terra Marketing of Nevada, Inc.*, 90 Nev.
4 237, 239-240, 523 P.2d 847, 848 (1974)).

5 **(i) Defendants do not have an adequate remedy at law.**

6 Defendants' do not have an adequate remedy at law because money is insufficient to compensate
7 Defendants for the public confusion, infringement on their goodwill, and the damage to their reputation
8 in the eyes of their customers and creditors, which Barket caused. Barket ultimately destroyed five of
9 Defendants' businesses. The Nevada Supreme Court recognized that the right to carry on a lawful
10 business without obstruction is a property right and acts committed without just cause, which interfere
11 with the carrying on of Plaintiff's business or destroy its custom, credits or profits constitute an
12 irreparable injury and warrants the issuance of a permanent injunction. See *Chateau Vegas Wine, Inc.*,
13 127 Nev. at 829, 265 P.3d at 687; *Guion*, 90 Nev. at 239-240, 523 P.2d at 848; and *Hansen v. Eighth*
14 *Judicial District Court ex. Rel. County of Clark*, 116 Nev. 650, 658, 6 P.3d 982, 987 (2000).

15 The fliers and post card mailers that Barket created inferred Hirji was an untrustworthy,
16 dishonest, and a scam artist, who sets up fake business fronts, and commits bankruptcy fraud to escape
17 his creditors. Barket sent those post card mailers to customers in the vicinity, Hirji and Brown's business
18 associates, landlords, all of the tenants and employees surrounding each business, including but not
19 limited to the tenants and employees in the boulevard mall, neighboring business owners, and employees
20 of Furniture Fashions, Champagne Salon & Spa, Olivia's Mexican Restaurant & Bar, and Furniture
21 Boutique. In addition, Barket sent the post card mailers to the neighbors in the communities that Hirji
22 and Brown lived in. (See post card mailer attached hereto as Exhibit "40" and Declaration of SHafik
23 Hirji attached hereto as Exhibit "41").

24 Barket also created various websites, including but not limited to, shafikhirji.com;
25 shadyshafik.com; yasminbrown.net; klastv.vegas; and furniturfashionslasvegas.net to smear Hirji, his
26 family, his friends, and their business associates. Barket also created a website/webpage regarding the
27 Defendants' counsel at danielmarksexamined.com. Barket portrayed Hirji, his family, their businesses,
28 and their business associates in a negative light on his various websites and/or web pages by making

1 statements similar to those in the post card mailers to harm the reputation of Hirji, his family, and their
2 business and/or to financially harm Hirji, Brown, their family, and their businesses. (See websites
3 attached hereto as Exhibits “42” through “45”).

4 Barket’s actions harmed the Defendants’ reputations and the reputation of their businesses. It
5 also interfered with the operations of the Defendants’ two salons, two restaurants, and the Sunset
6 Furniture store by destroying their profits, which led to the closure of those businesses. (See Declaration
7 of Shafik Hirji attached hereto as Exhibit “41”). Therefore, a permanent injunction should issue to
8 require Barket to remove the websites and to preclude him from creating any new websites regarding the
9 Defendants, their family, and their businesses because Barket’s actions destroyed five of the Defendants’
10 businesses, which constitutes an irreparable injury.

11 **(ii) A balancing of equities favors the Defendants.**

12 Barket’s action caused Defendants’ two restaurants, two salons, and the new furniture store,
13 which was the basis of this litigation to go out of business. Defendants are still responsible for the
14 liabilities associated with each of these businesses, including but not limited to vendor contracts and
15 leases. Barket continues to target the Defendants’ remaining furniture stores and auto repair stores.

16 Barket will likely assert that the tortious speech in his postcards/mailers and on his websites is
17 entitled to protection under the Free Speech Clause of the First Amendment. First Amendment
18 protections only apply for a matter of political, social or other concern to the community or a subject of
19 legitimate news interest. The court can restrict speech when matters of private significance are at issue
20 because it does not implicate the same constitutional concerns. See *Snyder v. Phelps*, 131 S. Ct. 1207,
21 1215-1216, 562 U.S. 443, 452 (2011). The first amendment cannot be used as a cloak or veil for
22 intentionally tortious conduct that is only tangentially related to the claimed matter of public concern.
23 See *Powell v. Jones-Soderman*, 433 F. Supp. 3d 353, 370 (D. Conn. 2020).

24 Barket attempts to turn Hirji and his family into public figures even though they are not public
25 figures to publicize his private animus toward the Defendants with impunity. Barket’s personal websites
26 are not affiliated with the government. Barket accuses Defendants through his statements and/or
27 comments of committing various crimes, including but not limited to, elder abuse, prostitution, and/or
28 financial crimes. Barket slammed Nevada’s Attorney General, Adam Laxault, on his website for not

1 prosecuting Defendants based upon Barket's outlandish theory of elder abuse. (See Exhibit "42").
2 Further, Barket created another website to unleashed a personal attack on an account executive at KLAS
3 TV for being a business associate of the Defendants. (See Exhibit ""44). Lastly, Barket created another
4 website to attack Defendants' counsel. (See Exhibit "45"). The pending contract dispute is derived from
5 a private business dispute and is akin to a dispute between neighbors, which is a matter of private
6 concern, rather than, public concern.

7 The court must examine the content, form (vehicle), and context of the speech to determine
8 whether the speech is of public or private concern. See *Snyder v. Phelps*, 131 S. Ct. at 1216, 562 U.S. at
9 453-454. The parties to this action had a contractual relationship. After a disputes arose their relationship
10 broke down. Barket's accusations surfaced in the form of postcards/mailers and on the various private
11 smear websites he created. However, his statements and accusations are not matters of public concern,
12 especially when considered in the context of the pending contract dispute. See *Gleason v. Smolinski*, 319
13 Conn. 394, 416, 125 A.3d 920, 938 (Conn. 2015)(citing *Sartain v. White*, 588 So.2d 204, 213 (Miss.
14 1991). Barket's smear websites are not related to matters of political, social or other concern to the
15 community or a subject of legitimate news interest. Barket began the websites in approximately April
16 2017 after their relationship broke down. Barket has continued to update the websites for more than
17 three years through May 14, 2020. Barket's statements were made with a reckless disregard for their
18 veracity. (See Exhibits "40" and "42" through "45"). Therefore, this Court should issue a permanent
19 injunction because the equities favor the Defendants and Barket's statements are not protected by the
20 first amendment because they relate to matters of private concern.

21 **(iii) Defendants have demonstrated that they will succeed on the merits.**

22 Defendants' have shown that they will succeed on the merits. As previously stated, Plaintiffs'
23 claims are based on the MOU, which required Barket to invest \$1 million dollars. (See Exhibit "6" at p.
24 1 in the second, fourth and fifth full paragraphs). Barket materially breached the agreement by failing to
25 invest any money with the Defendants. Barket's partners, Sharda and Ahders confirmed that Barket did
26 not invest any money with the Defendants. (See Exhibit "9" at pp. 65:3-9 and 67:3-5; Exhibit "10" at p.
27 6:18-20; and Declaration of Michael Ahders attached hereto as Exhibit "46"). Therefore, this Court
28 should issue a permanent injunction to require Barket to remove all the websites reference above and

1 enjoin Barket from creating any new websites regarding Defendants, their families, their businesses,
2 and/or business associated because Defendants will succeed on the merits.

3 **D. This Court Should Award Attorney's Fees and Costs to Defendants.**

4 NRS 18.010 Award of attorney's fees.

- 5 1. The compensation of an attorney and counselor for his or her services is governed by agreement,
6 express or implied, which is not restrained by law.
- 7 2. In addition to the cases where an allowance is authorized by specific statute, the court may make
8 an allowance of attorney's fees to a prevailing party:
 - 9 (a) When the prevailing party has not recovered more than \$20,000; or
 - 10 (b) **Without regard to the recovery sought, when the court finds that the claim, counterclaim, cross-claim or third-party complaint or defense of the opposing party was brought or maintained without reasonable ground or to harass the prevailing party. The court shall liberally construe the provisions of this paragraph in favor of awarding attorney's fees in all appropriate situations. It is the intent of the Legislature that the court award attorney's fees pursuant to this paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations to punish for and deter frivolous or vexatious claims and defenses because such claims and defenses overburden limited judicial resources, hinder the timely resolution of meritorious claims and increase the costs of engaging in business and providing professional services to the public.**
- 15 3. In awarding attorney's fees, the court may pronounce its decision on the fees at the conclusion of
16 the trial or special proceeding without written motion and with or without presentation of additional evidence.

17 This Court should award Defendants attorney's fees and costs for having to defend against the
18 various frivolous actions that Plaintiffs initiated to harass the Defendants. This includes this action; the
19 *Ahders action*, Case No. A-18-770121-C, which was consolidated with this action; the *Cancer Care*
20 *action*, Case No. A-17-763985-C; the *Trata action*, in Case No. A-17-763995-C; and the second *Ahders*
21 *action*, Case No. A-19-806944-C.

22 **III. CONCLUSION**

23 Therefore, based upon the foregoing, this Court should dismiss the Plaintiffs' complaint with
24 prejudice pursuant to NRCP 41(e)(6). In addition, this Court should dismiss the Plaintiffs' complaint for
25 abuse of process. Further, this Court should deem Plaintiff, Steven Barket, a vexatious litigant and issue
26 a permanent injunction to require Barket to remove all websites regarding the Defendants, their family,
27 their friends, and/or their counsel and enjoin him from posting any new websites against such persons.
28 This Court should award Defendants' attorney's fees and costs for having to defend against the

1 Plaintiffs' various frivolous actions.


2 DATED this 29th day of July, 2020.

3 LAW OFFICE OF DANIEL MARKS

4 

5 DANIEL MARKS, ESQ.
6 Nevada State Bar No. 002003
7 TELETHA ZUPAN, ESQ.
8 Nevada State Bar No. 012660
9 610 South Ninth Street
10 Las Vegas, Nevada 89101
11 Attorneys for Defendants

12 **CERTIFICATE OF SERVICE**

13 I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 
14 day of July, 2020, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted a
15 true and correct copy of the above and foregoing **DEFENDANTS' MOTION TO DISMISS**
16 **PLAINTIFFS' COMPLAINT WITH PREJUDICE PURSUANT TO NRCP 41(e)(6) AND/OR**
17 **FOR ABUSE OF PROCESS; DEEM PLAINTIFF, STEVEN BARKET, A VEXATIOUS**
18 **LITIGANT; ISSUE A PERMANENT INJUNCTION TO REQUIRE PLAINTIFF BARKET TO**
19 **REMOVE ALL WEBSITES REGARDING THE DEFENDANTS AND OTHERS, AND TO**
20 **ENJOIN BARKET FROM POSTING ANY NEW WEBSITES AGAINST SUCH PERSONS;**
21 **AND AWARD DEFENDANTS' ATTORNEY'S FEES AND COSTS** by way of Notice of Electronic
22 Filing provided by the court mandated E-file & Serve system to the following:

23 Charles Barnabi, Esq.,
24 375 E. Warm Springs Road, Ste. 104
25 Las Vegas, Nevada 89119
26 Attorney for Plaintiffs

27 Harold P. Gewerter, Esq.
28 HAROLD P. GEWERTER, ESQ. LTD.
Attorney for Defendants, Navneet Sharda and Trata, Inc.

29 
30 
31 An employee of the
32 LAW OFFICE OF DANIEL MARKS

DOCUMENT “10”

DOCUMENT “10”



1 APPX
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*

6 DISTRICT COURT

7 CLARK COUNTY, NEVADA

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

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

10 Plaintiffs,

11 vs.

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

15 Defendants.

16 _____/
17 NAVEET SHARDA, an individual;
18 TRATA, INC., a Nevada Corporation;

18 Counterclaimants,

19 vs.

20 STEVEN BARKET, an individual,

21 Counterdefendant.

Date of Hearing:
Time of Hearing:

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

25 Counter-Claimants,

26 vs.

27 STEVEN BARKET, an individual,

28 Counter-Defendant.

**Appendices for Defendants' Motion
to Dismiss Plaintiffs' Complaint with
Prejudice and for Related Relief**
(Volume I of VIII)

1 MICHAEL AHDERS, an individual,

2 Plaintiff,

3 vs.

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

7 Defendants.
/

8 **APPENDICES FOR DEFENDANTS' MOTION TO DISMISS PLAINTIFFS'**
9 **COMPLAINT WITH PREJUDICE AND FOR RELATED RELIEF**

10 **(Volume I of VIII)**

11 COMES NOW the Defendants, Boulevard Furniture, Inc.; Furniture Boutique, LLC,
12 Shafik Hirji; and Shafik Brown by and through their counsel, Daniel Marks, Esq., and Teletha L.
13 Zupan, Esq., of the Law Office of Daniel Marks, and hereby submit their Appendices for Their
14 Motion to Dismiss Plaintiffs' Complaint with Prejudice and For Related Relief:

15 **TABLE OF CONTENTS**

16 **VOLUME I**

<u>EXHIBIT</u>	<u>TITLE/DESCRIPTION</u>	<u>DOC NOS.</u>
17 1.	Affidavit of Shafik Hirji dated March 2, 2018	1-8
18 2.	Cancer Care's first confession of judgment,	
19	secured promissory note and security agreement;	9-26
20 3.	Ahders' confessioin of judgment, secured promissory	
21	note and security agreement;	27-43
22 4.	Cancer Care's second confession of judgment, secured	
23	promissory note and security agreement;	44-61
24 5.	Trata's first confession of judgment,	
25	secured promissory note and security agreement;	62-79
26 6.	Memorandum of Understanding;	80-82

<u>EXHIBIT</u>	<u>TITLE/DESCRIPTION</u>	<u>DOC NOS.</u>
7.	Checks to Barket;	83-90
8.	Declaration of Shafik Hirji;	91
<u>VOLUME II</u>		
9.	Trata Transcript from Evidentiary Hearing Day 1;	92-104
10.	Trata Transcript from Evidentiary Hearing Day 2;	105-112
11.	Trata's second confession of judgment,	
	secured promissory note and security agreement;	113-128
12.	Gordon Silver Acknowledgment of Assignment	
	of Judgment filed April 6, 2017;	129-131
13.	Confidential Settlement Agreement;	132-137
14.	Declaration of Michael Mazur;	138-142
15.	August 1, 2018 correspondence from Brandon	
	McDonald to Bryan Naddafi;	143
<u>VOLUME III</u>		
16.	Plaintiff's Opposition to Motion to Quash Order Allowing	
	Examination of Judgment Debtor and Writ of Execution	
	filed in the Gordon Silver Action on February 12, 2020;	144-213
17.	Cancer Care CIT Agreement;	214-247
<u>VOLUME IV</u>		
18.	Trata CIT Agreement;	248-281
19.	August 29, 2017 Email with attachments;	282-314
20.	Affidavit of Shafik Hirji dated November 30, 2017;	315-320
21.	Cancer Care and Trata Assignments;	321-322
22.	October 17, 2017 Correspondence re: notice of transfer;	323-327
23.	October 30, 2017 Correspondence re: call with Kim;	328-330
24.	November 2, 2017 Correspondence re: non-appearance;	332-334
25.	Cancer Care Notice of Entry of Order;	335-340

<u>EXHIBIT</u>	<u>TITLE/DESCRIPTION</u>	<u>DOC NOS.</u>
26.	Trata Notice of Entry of Order;	341-348
<u>VOLUME V</u>		
27.	Affidavit of Shafik Hirji dated December 26, 2017;	349
28.	photos taken during December 22, 2017 execution with publication from Steve Barket on his website shafikhirji.com;	350-358
29.	See Trata's Acknowledgment of Assignment of Judgment;	359-361
30.	Certified Records from Nevada Secretary of State for Brooklyn Asset Management, LLC;	362-371
31.	Account Transaction Details with Checks;	372-376
32.	Ahders' Notice of Entry of Order;	377-381
33.	Declaration of Teletha Zupan, Esq.;	382-383
34.	November 25, 2019 Correspondence re: demand;	384-385
35.	Ahders' confession of judgment;	386-402
36.	Ahders Notice of Entry of Order;	403-406
37.	Plaintiff's Motion to Enforce the Settlement Agreement and Motion to Amend Prior Judgment;	407-443
<u>VOLUME VI</u>		
38.	Opposition to Plaintiff's Motion to Enforce the Settlement Agreement and Motion to Amend Prior Judgment; and	444-524
39.	Various cash withdrawals to pay Barket.	525-534
40.	Postcards/Mailers	535
41.	Declaration of Shafik Hirji dated July 28, 2020	536-538
<u>VOLUME VII</u>		
42.	shafikhirji.com website	539-613
43.	shadyshafik.com website	614-619
44.	klastv.vegas website	620-627

EXHIBIT TITLE/DESCRIPTION DOC NOS.

VOLUME VIII

45. danielmarksexamined.com website 628-646
46. Declaration of Michael Alders 647-649

DATED this 16 day of July, 2020.

LAW OFFICE OF DANIEL MARKS



DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
TELETHA ZUPAN, ESQ.
Nevada State Bar No. 012660
610 South Ninth Street
Las Vegas, Nevada 89101
Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 16th day of July, 2020, pursuant to NRCJP 5(b) and Administrative Order 14-2, I electronically transmitted a true and correct copy of the above and foregoing **DEFENDANTS' MOTION TO APPENDICES VOLUME I of VIII FOR DEFENDANTS' MOTION TO DISMISS PLAINTIFFS' COMPLAINT WITH PREJUDICE AND FOR RELATED RELIEF** by way of Notice of Electronic Filing provided by the court mandated E-file & Serve system to the following:

Charles Barnabi, Esq.,
375 E. Warm Springs Road, Ste. 104
Las Vegas, Nevada 89119
Attorney for Plaintiff

Harold P. Gewerter, Esq.
HAROLD P. GEWERTER, ESQ. LTD.
Attorney for Defendants, Navrooz Sharda and Trata, Inc.



An employee of the
LAW OFFICE OF DANIEL MARKS

EXHIBIT “1”

Affidavit of Shafik Hirji dated March 2, 2018

AFFIDAVIT OF SHAFIK HIRJI

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

SHAFIK HIRJI, being first duly sworn deposes and says under penalty of perjury:

1. I am a Defendant in this matter and I make this Affidavit based upon my personal knowledge and in support of the Motion to Vacate the Judgment Entered on February 27, 2018 pursuant to NRS 17.090 through NRS 17.110; to Take Judicial Notice of Related Actions; Alternative Motion for Stay of Execution pursuant to NRCP 62; and/or Motion to Consolidate with Case No. A-17-756274-C pursuant to NRCP 42, and am competent to testify as to the matters set forth herein.
2. I am from Tanzania, which is in East Africa. I was thirteen years old when I moved to the United States in 1971. I struggled in school because English was my second language. I ultimately dropped out of High School in New York at the beginning of my junior year. In 2000, I moved to Nevada.
3. Around September 2016, I met Steven Barket at the Mercedes dealer. My son, Shafik Brown (hereafter "Brown"), owns Boulevard Furniture Inc. (hereafter "Boulevard"), which does business as Furniture Fashions and is a chain of furniture stores with two locations in Las Vegas. I operate Furniture Fashions. After our initial meeting, Barket purchased a sofa and other furniture from Furniture Fashions. We quickly became close friends.
4. We met often on a casual basis to discuss our business operations over coffee or lunch. Barket told me he owned and/or operated various lucrative business ventures. Barket told me he was most passionate about his internet marketing business. In or around September/October 2016, Barket told me that he finished a job for Sheldon Adelson, the owner of the Venetian Hotel & Casino, and was paid two hundred fifty thousand (\$250,000.00) 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. Around September 2016, Barket told me that he had a net worth of approximately eighteen million (\$18,000,000.00) dollars.

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- 1 5. In October 2016, Barket asked me if I could use extra money, explaining that he had money
2 he wanted to invest with Furniture Fashions. I believed that we could use the extra money.
- 3 6. I trusted Barket based on our friendship and Barket's representations that he owned and/or
4 operated various lucrative business ventures. Between November 7, 2016 and January 20,
5 2017 Barket coordinated with me to make a series of "investments" with Brown, Furniture
6 Fashions, and other entities owned by Brown.
- 7 7. Between November 7, 2016 and January 20, 2017, Barket coordinated the following series
8 of "investments":
- 9 A. In September 2016, Barket told me he wanted to invest two hundred thousand
10 (\$200,000.00) dollars, which would need to be structured as a loan from one of his
11 businesses through his partner for tax purposes. Barket told me that for tax reasons the
12 loan repayment would need to be structured with an interest rate of fifty (50%) percent
13 for twelve (12) months. I agreed.
- 14 B. Barket told me to get Brown and go to the Law Office of Cohen-Johnson, LLC, on
15 **November 7, 2016**, to execute a secured promissory note and security agreement on
16 behalf of Boulevard, for a **loan** from one of his businesses and to receive a check for
17 two hundred thousand (\$200,000.00) dollars. Brown and I went to the law office and
18 executed a confession of judgment, secured promissory note and security agreement
19 for a loan from **Cancer Care Foundation, Inc. (hereafter "Cancer Care")**.
- 20 C. In November 2016, shortly after the first loan, Barket approached me and said he had
21 another one hundred thousand (\$100,000.00) dollars he wanted to invest. Barket
22 reiterated that the second investment would need to be structured as a loan from one
23 of his businesses through his partner for tax purposes with an interest rate of forty-
24 eight (48%) percent for twelve (12) months. I agreed.
- 25 F. Barket told me to get Brown and go to the Law Office of Cohen-Johnson, LLC, On
26 **November 21, 2016**, to execute a secured promissory note and security agreement on
27 behalf of Boulevard for the **second loan** from one of his businesses and to receive a
28 check for one hundred thousand (\$100,000.00) dollars. Brown and I went to the law
office and executed a confession of judgment, secured promissory note and security
agreement for a loan from **Michael Ahders**.

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- 1 G. In December 2016, Barket informed me that he wanted make another "investment"/
2 loan. I asked Barket if he wanted to invest three hundred thousand (\$300,000.00)
3 dollars and Barket said yes. Barket reiterated that for tax reasons, the three hundred
4 thousand (\$300,000.00) dollar investment would have to be characterized as a loan
5 and would have to go through one of his business and be handled by one of his
6 partners.
- 7 H. I informed Barket that the loan/investment would have to be structured as a four (4)
8 year loan with an interest rate of ten (10%) percent. Shortly before Brown and I were
9 to execute the confession of judgment, secured promissory note and security
10 agreement for the loan, Barket informed me that he had one hundred thousand
11 (\$100,000.00) dollars available at that time, but would have the other two hundred
12 thousand (\$200,000.00) dollars shortly thereafter and would amend the note and
13 security agreement at that time.
- 14 I. Barket told me to get Brown and go to the Law Office of Cohen-Johnson, LLC, on
15 **December 20, 2016** to execute a secured promissory note and security agreement on
16 behalf of Boulevard for the **third loan** from one of his businesses and to receive a
17 check for one hundred thousand (\$100,000.00) dollars. Brown and I went to the law
18 office and executed a confession of judgment, secured promissory note and security
19 agreement for a loan from **Cancer Care**. Barket did not provide the additional two
20 hundred thousand (\$200,000.00) dollars. Later, Brown and I discovered that note for
21 the loan provided that it would need to be repaid within four months with an interest
22 rate of fifty (50%) percent rather than a four (4) year loan with an interest rate of ten
23 (10%) percent.
- 24 K. Beginning in or around October/November 2016, Barket approached me and
25 suggested that we open a new furniture store that would be completely separate and
26 independent from Furniture Fashions. I told Barket that we would need one million
27 (\$1,000,000.00) dollars to open a new furniture store. We continued to have
28 discussions regarding the furniture store until January 2017.

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1 L. During that time, Barket reiterated that for tax reasons, the million dollar deal would
2 need to be structured as a loan through one of his businesses and would be handled
3 by one of his partners. Barket told me that for tax reasons the one million
4 (\$1,000,000.00) dollar loan repayment for the fourth loan would need to be structured
5 with an interest rate of fifty (48%) percent for the first five payments, and then be
6 refinanced by another of his businesses at a lower interest rate of ten (10%) percent
7 for the remaining 43 months of the loan. I agreed.

8 M. Barket told me to get Brown and go to the Law Office of Cohen-Johnson, LLC, on
9 **January 20, 2016**, to execute a secured promissory note and security agreement on
10 behalf of Boulevard for the **fourth loan** from one of his businesses and to receive a
11 check for one million (\$1,000,000.00) dollars. Brown and I went to the law office and
12 executed a confession of judgment, secured promissory note and security agreement
for a loan from **Trata, Inc.**, (hereafter "Trata").

13 8. Between November 7, 2016 and March 5, 2017, Barket demanded and received a total of
14 approximately three hundred seventy five thousand (\$375,000.00) dollars from me. Barket
15 claimed he would return the money within a few weeks, but did not return any of the money.
16 Instead, Barket demanded that we pay him additional money. I refused.

17 9. Barket got angry and threatened to harm me physically and/or to harm Brown and my family
18 financially, if we did not give him more money. Barket also threatened to do a website posting
19 negative things about me and my family. I refused to give Barket more money.

20 10. On or about March 5, 2017, I contacted Sharda to inform him that Barket demanded and
21 received approximately three hundred seventy five thousand (\$375,000.00) dollars. I informed
22 Sharda that Barket continued to demand more money, which we did not have. I also informed
23 Sharda that we did not have enough money to open the store.

24 11. Sharda informed me of Barket's misrepresentations. Specifically, Barket did not loan any
25 money to us; Barket was not an agent of Cancer Care or Trata; Barket did not have an interest
26 in Cancer Care or Trata; and Barket did not have the power to bind Cancer Care or Trata.
27 Sharda informed me further that Barket did not apply any of the money he received toward
28 any outstanding loans.

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- 1 12. Sharda informed me that he was an agent of Cancer Care and Trata, had the power to bind the
2 businesses, and that Cancer Care and Trata loaned Brown and I the money. I stopped
3 communicating with Barket.
- 4 13. On **March 18, 2017**, Sharda agreed to loan Brown and I an additional two hundred thousand
5 (\$200,000) dollars to open the store. Sharda drafted a confession of judgment, secured
6 promissory note, and option agreement on behalf of Boulevard for the **fifth loan** from **Trata**
7 for two hundred thousand (\$200,000.00) dollars.
- 8 14. On June 1, 2017 Barket filed a Verified Complaint against Brown, Sharda, and Furniture
9 Boutique, LLC, and I regarding a series of “investments”/loans Barket orchestrated. On June
10 29, 2017, Brown, Furniture Boutique, LLC, and I filed a Motion to Dismiss the Verified
11 Complaint through our undersigned counsel. Our Motion to Dismiss was served on Sharda’s
12 counsel, Bryan Naddafi, Esq., on or about July 5, 2017. The Motion to Dismiss was granted
13 in part and denied in part. On August 11, 2017, Sharda filed an Answer and Counterclaim
14 through his counsel Bryan Naddafi, Esquire. On September 5, 2017, the Defendants’ filed
15 their Answer and Counterclaim, which specifically references and asserts counterclaims
16 relating to the \$100,000 loan/investment from Michael Ahders, but misspelled his last name
17 as Anders.
- 18 15. Sharda worked with me regarding the repayment terms for all of the loans. Sharda orally
19 agreed to modify the repayment terms for all four loans. There were two loans from Cancer
20 Care and two loans from Trata. The loans from Trata were made for the purpose of opening
21 the new furniture store. Sharda orally agreed to modify the repayment terms for all four loans
22 and to suspend all the repayment obligations until we reached an agreement for a new
23 repayment schedule for all four loans if we agreed to add Sharda as a 50% owner/partner in
24 the new furniture store. Brown and I agreed and added Sharda as a 50% owner/ partner.
- 25 16. Between April 2017 and August 2017, Sharda orally modified and suspended our repayment
26 obligations for all four loans.
- 27 17. Toward the end of July or beginning of August 2017, I believe that Sharda and/or Barket came
28 up with a scheme to circumvent the litigation regarding the investments/loans pending before
Judge Bailus in Case No. A-17-756274-C to deprive Brown and I of an adjudication of our
rights and potential liabilities regarding the five loans. To accomplish this purpose Sharda and
Barket devised a plan to pressure us into signing new Confessions of Judgment for Cancer

Care and Trata that contained loan amortization schedules, which would enable a clerk to enter sum certain Judgments for the Confessions of Judgment after Barket and/or Sharda caused a default on the repayment terms by way of an assignment.

18. In August 2017, Sharda began pressuring me to execute a formal modified repayment schedule. Sharda informed me repeatedly when we spoke and met that his family was pressuring him to execute a formal contract to commemorating the terms of a modified repayment schedule.

19. On August 29, 2017, Sharda sent an email stating "Shafik here is the NOTICE OF DEFAULT that the attorney wants me to send you." No Notice of Default was attached. Sharda attached a proposed Change in Term Agreement for Cancer Care and referred to a similar agreement for Trata, but conceded that it was not attached. Sharda courtesy copied his attorney in the Barket matter, Bryan Naddafi, on the email. Among other things, both Change in Term Agreements (hereafter "the Agreements") contained a Loan Amortization Schedule that could be used to determine the specific sum that was due on the first of each month. The loan amortization schedules were calculated based on the first of each month even though the payments were due on the twenty-fifth of each month.

20. Sharda and I had several conversations over the next few days. Sharda reiterated that he was having a lot of stress and family conflict because of the four loans he made to Brown and I. Sharda told me that I could resolve his family conflict by simply signing the Agreements for Trata and Cancer Care. On September 1, 2017, Sharda called me and demanded that I go to his attorney's office, Bryan Naddafi's office at 9480 S. Eastern Avenue, Ste. #257 Las Vegas, Nevada 89123, that morning with Brown and my daughter, Yasmine Brown, to execute the Agreements, which contained new Confessions of Judgment for Cancer Care at Trata. I contacted my children and we went to Mr. Naddafi's office on September 1, 2017, in the early afternoon to execute the Agreements.

21. Mr. Naddafi did not notify our counsel of the Agreements or advise us to consult with counsel before executing such agreements, even though the loans are the subject of the ongoing litigation in Case No. A-17-756274-C. Mr. Naddafi did not advise us that further revisions were made to the Agreement, which was provided to us two days earlier.

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- 1 22. I made the September payments to Sharda on September 25, 2017 for Cancer Care and Trata.
2 When I attempted to make the October payment on October 25, 2017, Sharda refused to
3 accept it. Sharda informed me that the Cancer Care and Trata loans had been assigned to a
4 hedge fund in New York. I asked for the contact information for the company it was assigned
5 to. Sharda told me I should receive correspondence regarding the assignments shortly.
- 6 23. I received the correspondence a few days later. I contacted Brooklyn Asset Management, LLC
7 (hereafter "BAM"), to obtain account numbers for the Cancer Care and Trata payments and
8 to confirm the mailing address for the payments. On October 30, 2017, the representative told
9 me that she had not heard of BAM, did not have any account numbers, and told me not to
10 send payments to the address listed on the correspondence because they would not accept
11 payments at that address. She said she would get back to me with the requested information,
12 but failed to do so.
- 13 24. Shortly thereafter, I was contacted by Kay Sorrels,, who identified herself as an agent of
14 BAM. Ms. Sorrels said she would stop by the furniture store at 3500 S. Maryland Pkwy., Ste
15 171 on November 1, 2017 to pickup the payments. On November 1, 2017, Ms. Sorrels did not
16 go to the furniture store.
- 17 25. On November 2, 2017, I mailed the payments to the BAM address on the correspondence. I
18 called Ms. Sorrels and she said that the matter had been assigned to Michael Mazur. I
19 contacted Mr. Mazur's office and was informed that the Confessions of Judgment had been
20 filed.
- 21 26. On November 1, 2017 Cancer Care filed a Confession of Judgment in Case No. A-17-763985-
22 C in Department XXX before Judge Williams, which was derived from two of the
23 "investments"/loans that Barket orchestrated, which are in issue in Case No. A-17-756274-C.
24 Judge Williams set aside the Judgment finding that it was void.
- 25 27. Another Confession of Judgment was entered on November 1, 2017 by Trata in Case No. A-
26 17-763995-C in Department VI before Judge Cadish, for two additional "investments"/loans
27 that were orchestrated by Barket and are in issue in Case No. A-17-756274-C. There is an
28 ongoing evidentiary hearing regarding Trata's Confession of Judgment.

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- 1 28. Neither Confession of Judgment was reduced to Judgment by the Clerk of the Court.
2 However, on or about November 22, 2017 and November 27, 2017, Trata and/or CCFI
3 executed on the Defendants' bank accounts and issued writs of garnishments directed to the
4 various business entities and Defendants.
- 5 29. In the morning on December 22, 2017, the Laughlin Constable, Steven Barket, and Michael
6 Mazur appeared at my residence to execute on a Writ of Execution and seize various items,
7 including vehicles, electronics, and various other personal property. Mr. Barket videotaped
8 while the Constable executed on the writ. Mr. Barket laughed as he told me that he owns
9 Brooklyn Asset Management, LLC.
- 10 30. In February 2018, I learned there was a Judgment against Sharda in A-15-712697-C, which
11 was assigned to Barket on April 6, 2017. Michael Mazur represented Barket in that matter.
12 and Sharda was represented by Mr. Naddafi. Mr. Mazur also represents Sharda, Cancer Care,
13 Trata, and BAM, in connection with the Confessions of Judgment that were filed in Case No.
14 A-17-763985-C, Case No. A-17-763995-C.
- 15 31. Mr. Mazur also represents Michael Ahders in connection with the Confessions of Judgment
16 that was entered in this matter on February 27, 2018.
- 17 32. I made payments to Mr. Ahders from January 5, 2017 through December 2017. I did not
18 receive a written notice of default from Mr. Ahders. I was not provided an opportunity to cure.
19 The Plaintiff did not offer to amend the terms, extend the repayment terms, and/or to reduce
20 the principal amount due based on the \$375,000 that Barket demanded and received. Mr.
21 Ahders' Confession of Judgment does not provide a specific sum that is due or account for
22 the principal and interest installment payments that were made from January 5, 2017 through
23 December 2017.

24 FURTHER YOUR AFFIANT SAYETH NAUGHT.

25 
SHAFIK HIRJI

26 SUBSCRIBED and SWORN to before me
27 this 2nd day of March, 2018.

28 
NOTARY PUBLIC in and for said
COUNTY and STATE

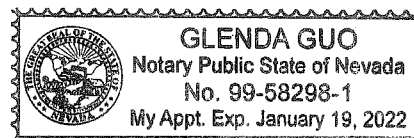


EXHIBIT “2”

Cancer Care’s first confession of judgment,
secured promissory note and security agreement

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

CONF
COHEN-JOHNSON, LLC
H. STAN JOHNSON, ESQ.
Nevada Bar No. 00265
sjohnson@cohenjohnson.com
255 E. Warm Springs Rd., Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

CANCER CARE FOUNDATION, INC., a
Nevada corporation,

Plaintiff,

v.

BOULEVARD FURNITURE, INC., a Nevada
corporation; SHAFIK HIRJI, an individual,
SHAFIK BROWN, an individual.

Defendants.

Defendants, hereby confesses to judgment in the amount of \$ 200,000.00, plus any unpaid interest due under the original note and any amendments or extensions, less any amounts paid pursuant to the promissory note, plus accrued interest at the legal rate allowed, unless otherwise satisfied based on the following terms and conditions:

1. This Confession of Judgment is for debt justly due from Defendant to Plaintiff.
2. The Note, and any amendments or extensions are attached herein and incorporated by reference.
3. If Defendant fails to adhere to the terms of the Note, and any amendments or extensions, Plaintiff shall file this Confession of Judgment. Thereafter Plaintiff shall be permitted to seek any and all permissible relief. Plaintiff shall also be entitled to all reasonable attorney's fees and costs in pursuing collection of this Confession of Judgment.

11/7/16

[Signature]

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

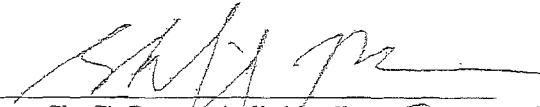
1 4. If Defendant fails to adhere to terms of Note, and any amendments or extensions,
2 Plaintiff shall provide written notice of said default to the Defendants. The Defendant shall have
3 five (5) calendar days to cure said default. If the default is not cured in full the Plaintiff may file
4 and record this Confession of Judgment and take all steps to protect the rights of the Plaintiff
5 hereunder.

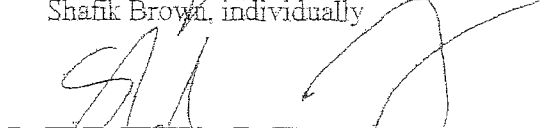
6
7
8 DATED this 7th day of November, 2016.

11 BOULEVARD FURNITURE, INC., a Nevada
12 corporation.

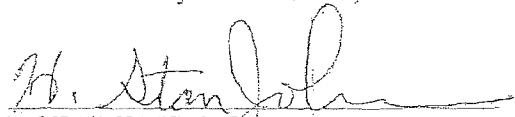
13 By: 

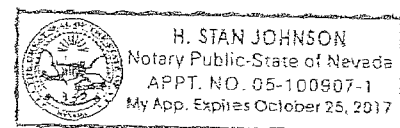
14 Shafik Brown, President

15 
16 Shafik Brown, individually

17 
18 Shafik Furji, individually

19
20
21 SUBSCRIBED AND SWORN TO before
22 me this 7th day of November, 2016.

23 
24 NOTARY PUBLIC



200,000.00

November 7th, 2016

Secured Promissory Note

FOR VALUE RECEIVED, the undersigned, BOULEVARD FURNITURE, INC., a Nevada corporation, whose address is 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169; SHAFIK HIRJI; and SHAFIK BROWN (collectively the "Borrower"), promises to pay Two Hundred Thousand Dollars and No Cents (\$200,000.00), together with interest according to the terms of this secured promissory note (this "Note"), to the order of CANCER CARE FOUNDATION, INC. (together with any future holder, the "Lender"). Capitalized terms used but not defined in this Note shall have the meanings assigned to them in the Security Agreement.

1. CONTRACT INTEREST RATE

The Borrower has agreed to repay the principle amount of \$200,000.00 plus interest of \$100,000.00 for a total of \$300,000.00, which shall be payable as set forth below.

2. SCHEDULED PAYMENTS

2.1 Monthly Payments

On the twenty-fifth day of December, 2016 and on the twenty-fifth day of each subsequent calendar month through December, 2017, the Borrower shall pay an installment in the amount of Twenty-five Thousand Dollars (\$25,000.00). Monthly installments of principal and interest shall be made when due, regardless of the prior acceptance by the Lender of unscheduled payments.

2.2 FINAL PAYMENT

The Loan shall mature on the twenty-fifth day of December, 2017 (the "Maturity Date"), when the Borrower shall pay its entire principal balance, together with all accrued interest and any other amounts owed by the Borrower under this Note or under any of the other documents entered into now or in the future in connection with the Loan (the "Loan Documents").

3. APPLICATION OF MONTHLY PRINCIPAL AND INTEREST PAYMENTS

When the Lender receives a monthly principal and interest payment, the Lender shall apply it first to interest in arrears for the previous month and then to the amortization of the principal amount of this Note, unless other amounts are then due under this Note or the other Loan Documents. If other amounts are due when a regular monthly payment is received, the Lender shall apply the payment first to accrued interest and then, at its discretion, either to those other amounts or to principal.

4. LATE CHARGE

If a Default exists (as defined in Section 7 below) and is not cured within the five days a \$5,000.00 late fee will be due and owing. For every additional five-day period that

accrues after the monthly due date an additional \$5,000.00 late fee will be due and payable. If four late fees of \$5,000 each are accrued by the Borrower in any one month the late fees when paid will serve to move that month's periodic payment one month. The late fees are not in place of the periodic payments that are scheduled but are in addition to.

5. **INTEREST LATE CHARGE**

If the Lender does not receive any scheduled monthly principal and interest payment on or before the tenth (10th) day of the calendar month in which it is due, the Lender will send the Borrower written Notice that a late charge equal to five percent (5%) of the late payment has accrued. The Borrower shall pay any such late charge on or before the tenth day of the calendar month following the month during which the late payment was scheduled to have been received. Interest on unpaid late charges shall, at the Lender's discretion, accrue at the Note Rate beginning on the first day of the calendar month following their accrual.

6. **PREPAYMENT**

This Note may be prepaid in full without penalty.

7. **DEFAULT**

A default on this Note ("Default") shall exist if (a) the Lender fails to receive any required installment of principal and interest on or before the fifth (5th) day of the calendar month in which it is due, (b) the Borrower fails to pay the matured balance of this Note on the Maturity Date or (c) a "Default" exists as defined in any other Security Agreement. If a Default exists and the Lender engages counsel to collect any amount due under this Note or if the Lender is required to protect or enforce this Note in any probate, bankruptcy or other proceeding, then any expenses incurred by the Lender in respect of the engagement, including the reasonable fees and reimbursable expenses of counsel and including such costs and fees which relate to issues that are particular to any given proceeding, shall constitute indebtedness evidenced by this Note, shall be payable on demand, and shall bear interest at the Default Rate. Such fees and expenses include those incurred in connection with any action against the Borrower for a deficiency judgment after a foreclosure or trustee's sale of the Real Property under the Deed of Trust (defined below), including all of the Lender's reasonable attorneys' fees, property appraisal costs and witness fees.

8. **ACCELERATION**

If a Default exists, the Lender may, at its option, declare the unpaid principal balance of this Note to be immediately due and payable, together with all accrued interest on the Indebtedness, all costs of collection (including reasonable attorneys' fees and expenses) and all other charges due and payable by the Borrower under this Note or any other Loan Document. If the subject Default has arisen from a failure by the Borrower to make a regular monthly payment of principal and interest, the Lender shall not accelerate the Indebtedness unless the Lender shall have given the Borrower at least three (3) Business Days' advance Notice of its intent to do so.

If the subject Default is a Curable Nonmonetary Default, the Lender shall exercise its option to accelerate only by delivering Notice of acceleration to the Borrower. The Lender shall not deliver any such Notice of acceleration until (a) the Borrower has been given any required Notice of the prospective Default and (b) any applicable cure period has expired.

Except as expressly described in this Section, no Notice of acceleration shall be required in order for the Lender to exercise its option to accelerate the Indebtedness in the event of Default.

9. **SECURITY**

This Note is secured by a Security Agreement and Fixture Filing (the "Security Agreement") granted by the Borrower to Lender granting a security interest in certain collateral and personal property. Reference is made to the Security Agreement for a description of the security and rights of the Lender. This reference shall not affect the absolute and unconditional obligation of the Borrower to repay the Loan in accordance with its terms.

10. **SEVERABILITY**

If any provision of this Note is held to be invalid, illegal or unenforceable in any respect, or operates, or would if enforced operate to invalidate this Note, then that provision shall be deemed null and void. Nevertheless, its nullity shall not affect the remaining provisions of this Note, which shall in no way be affected, prejudiced or disturbed.

11. **WAIVER**

Except to the extent that such rights are expressly provided in this Note, the Borrower waives demand, presentment for payment, notice of intent to accelerate, notice of acceleration, protest, notice of protest, dishonor and of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note. Without affecting the liability of the Borrower under this Note, the Lender may release any of the Property, grant any indulgence, forbearance or extension of time for payment, or release any other person now or in the future liable for the payment or performance of any obligation under this Note or any of the Loan Documents.

The Borrower further (a) waives any homestead or similar exemption; (b) waives any statute of limitation; (c) agrees that the Lender may, without impairing any future right to insist on strict and timely compliance with the terms of this Note, grant any number of extensions of time for the scheduled payments of any amounts due, and may make any other accommodation with respect to the Indebtedness evidenced by this Note; (d) waives any right to require a marshaling of assets; and (e) to the extent not prohibited by applicable law, waives the benefit of any law or rule of law intended for its advantage or protection as a debtor or providing for its release or discharge from liability under this Note, excepting only the defense of full and complete payment of all amounts due under this Note and the Loan Documents.

12. VARIATION IN PRONOUNS

All the terms and words used in this Note, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Note or any paragraph or clause herein may require, the same as if such word had been fully and properly written in the correct number and gender.

13. COMMERCIAL LOAN

The Borrower hereby represents and warrants to the Lender that the Loan was made for commercial or business purposes, and that the funds evidenced by this Note will be used solely in connection with such purposes.

14. REPLACEMENT OF NOTE

If this Note is lost or destroyed, the Borrower shall, at the Lender's request, execute and return to the Lender a replacement promissory note identical to this Note, provided the Lender delivers to the Borrower an affidavit to the foregoing effect. Upon delivery of the executed replacement Note, the Lender shall indemnify the Borrower from and against its actual damages suffered as a result of the existence of two Notes evidencing the same obligation. No replacement of this Note under this Section shall result in a novation of the Borrower's obligations under this Note.

15. GOVERNING LAW

This Note shall be construed and enforced according to, and governed by, the laws of Nevada without reference to conflicts of laws provisions which, but for this provision, would require the application of the law of any other jurisdiction.

16. TIME OF ESSENCE

In the performance of the Borrower's obligations under this Note, time is of the essence.

17. NO ORAL AGREEMENTS

THIS NOTE AND ALL THE SECURITY AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT OF THE BORROWER AND THE LENDER AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE LOAN AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE BORROWER AND THE LENDER. THERE ARE NO ORAL AGREEMENTS BETWEEN THE BORROWER AND THE LENDER. THE PROVISIONS OF THIS NOTE AND THE OTHER LOAN DOCUMENTS MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE BORROWER AND THE LENDER.


18. THE PARTIES FURTHER AGREE TO WAIVE ALL PROVISIONS OF

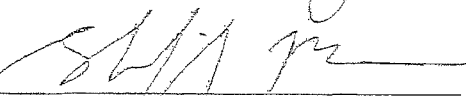
CHAPTER 604A OF THE NEVADA REVISED STATUTES AND THE
BORROWER SPECIFICALLY WAIVES ANY AND ALL PROTECTIONS,
DEFENSES AND CAUSES OF ACTIONS UNDER NRS 604A.010-604A.940 AS
AGAINST THE LENDER.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the date
first above written.

BOULEVARD FURNITURE, INC. a Nevada
corporation

By: 
Shafik Brown, President


SHAFIK HERJI



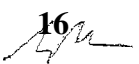

SHAFIK BROWN

SECURITY AGREEMENT

This agreement is entered into this 7th day of November, 2016 by and between BOULEVARD FURNITURE INC., a Nevada corporation ("Debtor") and Cancer Care Foundation, Inc. ("Secured Party"). In consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest and Collateral. In order to secure payment and performance of each and every debt, liability and obligation of every type and description which any Debtor may now or at any time hereafter owe to Secured Party whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it arises under or is evidenced by this Security Agreement (this "Agreement") or any other present or future instrument or agreement or by operation of law, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint, several or joint and several (all such debts, liabilities and obligations and any amendments, extensions, renewals or replacements thereof are herein collectively referred to as the "Obligation"), the Debtor hereby grants Secured Party a security interest (the "Security Interest") in all of such Debtor's property (the "Collateral"), including without limitation the following:

- (a) Inventory and Goods: All inventory of Debtor, whether now owned or hereafter acquired and wherever located and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or consumed in Debtor's business, and all goods of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation all goods, and all other Inventory and Goods, as each such term may be defined in the Uniform Commercial Code as in effect in the state of Nevada from time to time (the "UCC"), of the Debtor, whether now owned or hereafter acquired;
- (b) Equipment: All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including but not limited to all present and future equipment, machinery, tools, motor vehicles, trade fixtures, furniture, furnishings, office and record keeping equipment and all goods for use in Debtor's business, and all other Equipment (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired, together with all parts, equipment and attachments relating to any of the foregoing;

 
16


- (c) Accounts: Contract Rights and Other Rights to Payment: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, license, assignment or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, license fees, contract rights, loans and obligations receivable and tax refunds, and all other Accounts (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (d) Instruments: All instruments, chattel paper, letters of credit or other documents of Debtor, whether now owned or hereafter acquired, including but not limited to promissory notes, drafts, bills of exchange and trade acceptances; all rights and interests of Debtor, whether now existing or hereafter created or arising, under leases, licenses or other contracts, and all other Instruments (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (e) Deposit Accounts and Investment Property: All right, title and interest of Debtor in all deposit and investment accounts maintained with any bank, savings and loan association, broker, brokerage, or any other financial institution, together with all monies and other property deposited or held therein, including, without limitation, any checking account, savings account, escrow account, savings certificate and margin account, and all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts, and commodity accounts, and all other Deposit Accounts and Investment Property (as each such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (f) General Intangibles: All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, applications for trademarks, customer lists, permits and franchises, software, and the right to use Debtor's name, and any and all membership interests, governance rights, and financial rights in each and every limited

liability company, and all payment intangibles, and all other General Intangibles (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

- (g) Chattel Paper: All Chattel Paper (as such term may be defined in the UCC) of the Debtor, whether tangible or electronic, and whether now owned or hereafter acquired; and
- (h) Documents, Etc.: All of Debtor's rights in promissory notes, documents, letter of credit rights and supporting obligations (and security interests and liens securing them) (as any such term may be defined in the UCC) whether now owned or hereafter acquired; together with all substitutions and replacements for and products of any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions, and repairs, now or hereafter attached or affixed to or used in connection with any such goods, (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods, and (iii) all books and records of Debtor.

2. Representations, Warranties and Agreements. Each Debtor represents, warrants and agrees that:

- (a) Debtor is a Nevada corporation duly organized or incorporated (as applicable), validly existing and in good standing under the laws of the state of Nevada. This Agreement and the other Loan Documents (as defined in the Note defined below) to which Debtor is a party has been duly and validly authorized by all necessary limited liability company or corporate, as the case may be, action. Debtor has full power and authority to execute this Agreement and the other Loan Documents to which it is a party, to perform Debtor's obligations hereunder and thereunder and to subject the Collateral to the Security Interest. Debtor's legal name, jurisdiction of organization or incorporation and organizational identification number is shown in Exhibit A attached hereto. Debtor will give at least 30 days advance written notice to Secured Party of any change in Debtor's name.
- (b) The Collateral will be used primarily for business purposes.
- (c) Debtor's chief place of business is located at the address shown in Exhibit A. Debtor's records concerning its accounts and contract rights are kept at such address. The Collateral is located at the addresses set forth on Exhibit A. Debtor will give advance notice to Secured Party of any change in Debtor's name, jurisdiction of organization or chief place of business and any change in or addition of any Collateral location or any

change in the location of Debtor's records concerning the Collateral.

Debtor has (or will have at the time Debtor acquires rights in Collateral hereafter arising) and will maintain absolute title to each item of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Liens as set forth in that certain Secured Convertible Note, dated as of the date hereof, of Debtor made payable to the order of Secured Party in the original principal amount of \$200,000 (as amended, modified, supplemented, restated or replaced from time to time, the "Note"), and will defend the Collateral against all claims or demands of all persons other than Secured Party and holders of Permitted Liens.

- (e) Except as otherwise provided in the Note, Debtor will not sell or otherwise transfer or dispose of the Collateral or any interest therein.
- (f) All rights to payment and all instruments, documents, chattel papers and other agreements constituting or evidencing Collateral are (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, setoff or counterclaim (other than those arising in the ordinary course of business) of each account debtor or other obligor named therein or in Debtor's records pertaining thereto as being obligated to pay such obligation. Debtor will not agree to any modification, amendment or cancellation of any such obligation without Secured Party's prior written consent except discounts in the ordinary course of business, and will not subordinate any such right to payment to claims of other creditors of such account debtor or other obligor.
- (g) Debtor will keep all tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof.
- (h) Except as otherwise provided in the Note, Debtor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest.
- (i) Debtor will promptly notify Secured Party of any material loss of or damage to any Collateral or of any adverse change in the prospect of payment of any material sums due on or under any instrument, chattel paper, account or contract right constituting Collateral.
- (j) Debtor will if Secured Party at any time so requests (whether the request is made before

or after the occurrence of an Event of Default), promptly deliver to Secured Party any instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by Debtor to Secured Party.

- (k) Debtor will at all times keep all Collateral insured against risks of fire (including so-called extended coverage), theft, and such other risks and in such amounts as Secured Party may reasonably request, with any loss payable to Secured Party to the extent of its interest,
- (l) Debtor hereby authorizes the filing of such financing statements as Secured Party may deem necessary or useful to be filed in order to perfect the Security Interest and, if any Collateral is covered by a certificate of title, Debtor will from time to time execute such documents as may be required to have the Security Interest properly noted on a certificate of title. In addition, Debtor authorizes Secured Party to file from time to time such financing statements against the Collateral described as "all personal property" or "all assets" or the like as Secured Party deems necessary or useful to perfect the Security Interest (and reaffirms its authorization of the filing of any financing statements filed prior to the date of this Agreement).
- (m) Debtor will pay when due or reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case all attorneys' fees) incurred by Secured Party in connection with the creation, perfection, satisfaction or enforcement of the Security Interest or the execution or creation, continuance, or enforcement of this Agreement or any or all of the Obligations.
- (n) Debtor will take all such actions as Secured Party may reasonably request to permit the Secured Party to establish and perfect the Security Interest in all jurisdictions Secured Party deems necessary. Without in any way limiting the generality of the foregoing, Debtor will execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Party's rights under this Agreement.
- (o) Debtor will not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.
- (p) Debtor will not permit any tangible Collateral to be located in any state (and, if a county filing is required, in any county) in which a financing statement covering such Collateral

is required to be, but has not in fact been, filed.

If Debtor at any time fails to perform or observe any of the foregoing agreements, immediately upon the occurrence of such failure, without notice or lapse of time, Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the procurement of repairs, transportation or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable to any of the Obligations. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor.

3. Account Verification and Collection Rights of Secured Party. Secured Party shall have the right (after the occurrence of an Event of Default) to verify any accounts in the name of Debtor or in Secured Party's own name; and Debtor, whenever requested, shall furnish Secured Party with duplicate statements of the accounts, which statements may be mailed or delivered by Secured Party. Secured Party may at any time (after the occurrence of an Event of Default) notify any account debtor or any other person obligated to pay any amount due, that such chattel paper, account or other right to payment has been assigned or transferred to Secured Party for security and shall be paid directly to Secured Party. If Secured Party so requests at any time (after the occurrence of an Event of Default), Debtor will so notify such account debtors and other obligors, in writing and will indicate on all invoices to such account debtors or other obligors that the amount due is payable directly to Secured Party. At any time after Secured Party or Debtor gives such notice to an account debtor or other obligor, Secured Party may (but need not), in Secured Party's own name or in Debtor's name, demand, sue for, collect or receive

any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account or other right to payment, or grant, any extension to, make any compromise, or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any such account debtor or other obligor.

4. Assignment of Insurance. Debtor hereby assigns to Secured Party, as additional security for the payment of the Obligations, any and all moneys (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Debtor under or with respect to, any and all policies of insurance covering the Collateral, and Debtor hereby directs the issuer of any such policy to pay any such moneys directly to Secured Party, Both before and after the occurrence of an Event of Default, Secured Party may (but need not) in Secured Party's own name or in Debtor's name, execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy.

5. Right to Offset. Nothing in this Agreement shall be deemed a waiver or prohibition of Secured Party's right of offset, or counterclaim, which right Debtor hereby grants to Secured Party.

6. Events of Default. The occurrence of any Event of Default, as defined in the Note, shall constitute an Event of Default hereunder.

7. Remedies Upon Event of Default. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the written satisfaction of Secured Party, Secured Party may exercise any one or more of the rights or remedies set forth in the Note. All rights and remedies of Secured Party shall be cumulative and maybe exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to not bar the exercise or enforcement of any other.

8. Other Personal Property. If at the time Secured Party takes possession of any tangible Collateral, any goods, papers or other properties of Debtor, not affixed to or constituting a part of such Collateral, are located or to be found upon or within such Collateral, Debtor agrees to notify Secured Party in writing of that fact, describing the property so located or to be found, within 7 calendar days after the date on which Secured Party took possession. Unless and until Secured Party receives such notice from Debtor, Secured Party shall not be responsible or liable to Debtor for any action taken or omitted by or on behalf of Secured Party with respect to such

property without actual knowledge of the existence of any such property or without actual knowledge of the fact that it was located or to be found upon such Collateral.

9. Amendment; Waivers. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party and Debtor. A waiver shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies.

10. Notices. All notices to be given to Debtor shall be deemed sufficiently given if mailed by registered or certified mail, postage prepaid, or delivered to Debtor at Debtor's address set forth on Exhibit A or at the most recent address shown on Secured Party's records.

11. Miscellaneous. Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall use reasonable efforts to preserve any rights Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective representatives, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. This Agreement shall be governed by the internal laws of the State of Wisconsin, without giving effect to the principles of conflicts of laws.

12. Joint and Several Liability. BY SIGNING THIS AGREEMENT, EACH DEBTOR AGREES THAT THE COLLATERAL PLEDGED BY IT SECURES THE PAYMENT OF ALL OBLIGATIONS, AND THAT THE SECURED PARTY CAN ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER AGAINST ANY ONE OR MORE OF THE DEBTORS, IN THE SECURED PARTY'S SOLE AND UNLIMITED DISCRETION. Without in any way limiting the generality of the foregoing, each Debtor acknowledges and agrees that the Secured Party may at any time and from time to time, without the consent of, or notice to, any Debtor, without incurring responsibility to any Debtor, and without affecting, impairing or releasing any of the obligations of any Debtor hereunder:

(a) sell, exchange, surrender, realize upon, release (with or without consideration) or

otherwise deal with in any manner and in any order any property of any Debtor securing the Obligations;

- (b) exercise or refrain from exercising any rights against any Debtor, or otherwise act or refrain from acting;
- (c) fail to set off and/or release, in whole or in part, any balance of any account or any credit on its books in favor of any Debtor, or of any other person, and extend credit in any manner whatsoever to any Debtor, and generally deal with any Debtor and any of its property in any manner as the Secured Party may see fit; and/or
- (d) consent to or waive any breach of, or any act, omission or default under, this Agreement or any other agreement, by any one or more Debtors.

13. No Release. Until all of the Obligations have been paid in full, the obligations of any Debtor hereunder shall not be released, in whole or in part, by any action or thing (other than irrevocable payment in full) which might, but for this provision of this Agreement, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of the Secured Party or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted by the Secured Party whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of, any Debtor, nor shall any release of any security for any of the Obligations by operation of law or by the action of any third party affect in any way the obligations of any Debtor hereunder, and each Debtor hereby expressly waives and surrenders any defense to its liability hereunder based upon any of the foregoing acts, omissions, things, agreements, or waivers of any of them.

14. Actions Not Required. Each Debtor hereby waives any and all right to cause a marshalling of any other Debtor's assets or any other action by any court or other governmental body with respect thereto insofar as the rights of the Secured Party hereunder are concerned or to cause the Secured Party to proceed against any security for the Obligations or any other recourse which the Secured Party may have with respect thereto, and further waives any and all requirements that the Secured Party institute any action or proceeding at law or in equity against any other Debtor or anyone else, or with respect to this Agreement, or any of the Collateral, as a condition precedent to making demand on, or bringing an action or obtaining and/or enforcing a judgment against, any Debtor. Each Debtor further waives any requirement that the Secured Party seek performance by any other Debtor or any other person, of any obligation under this Agreement or any other agreement as a condition precedent to making a demand on, or bringing

an action or obtaining and/or enforcing a judgment against, any Debtor. No Debtor shall have any right of setoff against the Secured Party with respect to any of its obligations hereunder. Any remedy or right hereby granted which shall be found to be unenforceable as to any person or under any circumstance, for any reason, shall in no way limit or prevent the enforcement of such remedy or right as to any other person or circumstance, nor shall such unenforceability limit or prevent enforcement of any other remedy or right hereby granted.

15. A Debtor's Bankruptcy. Each Debtor expressly agrees that its liability and obligations under this Agreement shall not in any way be affected by the institution by or against any other Debtor or any other person or entity of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for the relief of debtors, or any action taken or not taken by the Secured Party in connection therewith, and that any discharge of any Debtor pursuant to any such bankruptcy or similar law or other laws shall not discharge or otherwise affect in any way the obligations of any other Debtor under this Agreement or with respect to the Obligations, and that upon or at any time after the institution of any of the above actions, at the Secured Party's sole discretion, the Debtors' joint and several obligations shall be enforceable against any Debtor that is not itself the subject of such proceedings. Each Debtor expressly waives any right to argue that the Secured Party's enforcement of any remedies against that Debtor is stayed by reason of the pendency of any such proceedings against any other Debtor.

16. Consent to Jurisdiction. Waiver. DEBTOR SUBMITS AND CONSENTS TO PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEVADA FOR THE ENFORCEMENT OF THIS AGREEMENT AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE OR THE UNITED STATES OF AMERICA TO OBJECT TO JURISDICTION IN THE STATE OF NEVADA. AT THE ELECTION OF SECURED PARTY, LITIGATION MAY BE COMMENCED IN ANY STATE COURT OF GENERAL JURISDICTION FOR THE STATE OF NEVADA OR ANY UNITED STATES DISTRICT COURT LOCATED IN NEVADA. NOTHING CONTAINED HEREIN SHALL PREVENT SECURED PARTY FROM BRINGING ANY ACTION AGAINST DEBTOR OR EXERCISING ANY RIGHTS AGAINST ANY SECURITY GIVEN TO SECURED PARTY, OR AGAINST DEBTOR PERSONALLY, OR AGAINST ANY PROPERTY OF DEBTOR, WITHIN ANY OTHER STATE. COMMENCEMENT OF ANY SUCH ACTION OR PROCEEDING IN ANY OTHER STATE SHALL NOT CONSTITUTE A WAIVER OF CONSENT TO JURISDICTION OR A WAIVER OF THE SUBMISSION MADE BY DEBTOR TO PERSONAL JURISDICTION WITHIN THE STATE OF NEVADA. DEBTOR WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH DEBTOR IS INVOLVED DIRECTLY OR INDIRECTLY AND ANY MATTER, IN ANY WAY ARISING

OUT OF, RELATED TO, OR, CONNECTED WITH THIS AGREEMENT OR THE
RELATIONSHIP ESTABLISHED HEREUNDER, AND WHETHER ARISING OR
ASSERTED BEFORE OR AFTER THE DATE OF THIS AGREEMENT.

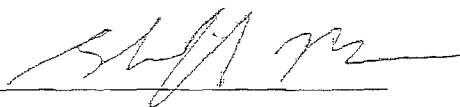
THE PARTIES have executed this Security Agreement the day and year first above
written:


DEBTOR:

SECURED CREDITOR:

BOULEVARD FURNITURE INC.

CANCER CARE FOUNDATION, INC.

By: 

By: 

Its: President

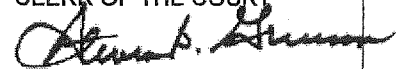
Its: Chairman

EXHIBIT “3”

Ahders’ confessioin of judgment, secured
promissory note and security agreement

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

Electronically Filed
2/23/2018 7:23 PM
Steven D. Grierson
CLERK OF THE COURT



CONF
COHEN-JOHNSON, LLC
H. STAN JOHNSON, ESQ.
Nevada Bar No. 00265
sjohnson@cohenjohnson.com
255 E. Warm Springs Rd., Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

MICHAEL AHDERS, an individual,

Plaintiff,

v.

BOULEVARD FURNITURE, INC., a Nevada
corporation; SHAFIK HIRJI, an individual,
SHAFIK BROWN, an individual.

Defendants.

A-18-770121-C

Department 30

Defendants, hereby confesses to judgment in the amount of \$ 100,000.00, plus any unpaid interest due under the original note and any amendments or extensions, less any amounts paid pursuant to the promissory note, plus accrued interest at the legal rate allowed, unless otherwise satisfied based on the following terms and conditions:

1. This Confession of Judgment is for debt justly due from Defendant to Plaintiff.
2. The Note, and any amendments or extensions are attached herein and incorporated by reference.
3. If Defendant fails to adhere to the terms of the Note, and any amendments or extensions, Plaintiff shall file this Confession of Judgment. Thereafter Plaintiff shall be permitted to seek any and all permissible relief. Plaintiff shall also be entitled to all reasonable attorney's fees and costs in pursuing collection of this Confession of Judgment.



COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

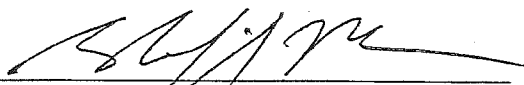
1 4. If Defendant fails to adhere to terms of Note, and any amendments or extensions,
2 Plaintiff shall provide written notice of said default to the Defendants. The Defendant shall have
3 five (5) calendar days to cure said default. If the default is not cured in full the Plaintiff may file
4 and record this Confession of Judgment and take all steps to protect the rights of the Plaintiff
5 hereunder.

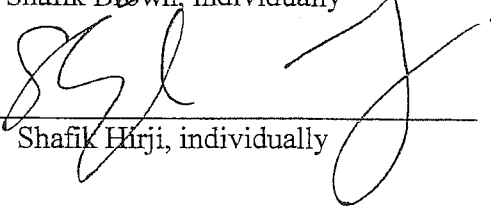
6
7
8 DATED this 21st day of November, 2016.
9

10
11 BOULEVARD FURNITURE, INC., a Nevada
12 corporation.

13 By: 

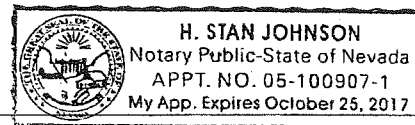
14 Shafik Brown, President

15 
16 Shafik Brown, individually

17 
18 Shafik Hirji, individually
19

20
21 SUBSCRIBED AND SWORN TO before
22 me this 21ST day of November, 2016.

23 
24 NOTARY PUBLIC



SECURITY AGREEMENT

This agreement is entered into this 21st day of November, 2016 by and between BOULEVARD FURNITURE INC., a Nevada corporation ("Debtor") and MICHAEL AHDERS ("Secured Party"). In consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest and Collateral. In order to secure payment and performance of each and every debt, liability and obligation of every type and description which any Debtor may now or at any time hereafter owe to Secured Party whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it arises under or is evidenced by this Security Agreement (this "Agreement") or any other present or future instrument or agreement or by operation of law, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint, several or joint and several (all such debts, liabilities and obligations and any amendments, extensions, renewals. or replacements thereof are herein collectively referred to as the "Obligation"), the Debtor hereby grants Secured Party a security interest (the "Security Interest") in all of such Debtor's property (the "Collateral"), including without limitation the following:

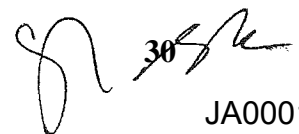
- (a) Inventory and Goods: All inventory of Debtor, whether now owned or hereafter acquired and wherever located and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or consumed in Debtor's business, and all goods of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation all goods, and all other Inventory and Goods, as each such term may be defined in the Uniform Commercial Code as in effect in the state of Nevada from time to time (the "UCC"), of the Debtor, whether now owned or hereafter acquired;
- (b) Equipment: All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including but not limited to all present and future equipment, machinery, tools, motor vehicles, trade fixtures, furniture, furnishings, office and record keeping equipment and all goods for use in Debtor's business, and all other Equipment (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired, together with all parts, equipment and attachments relating to any of the foregoing;
- (c) Accounts: Contract Rights and Other Rights to Payment: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, license, assignment or other

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disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, license fees, contract rights, loans and obligations receivable and tax refunds, and all other Accounts (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

- (d) Instruments: All instruments, chattel paper, letters of credit or other documents of Debtor, whether now owned or hereafter acquired, including but not limited to promissory notes, drafts, bills of exchange and trade acceptances; all rights and interests of Debtor, whether now existing or hereafter created or arising, under leases, licenses or other contracts, and all other Instruments (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (e) Deposit Accounts and Investment Property: All right, title and interest of Debtor in all deposit and investment accounts maintained with any bank, savings and loan association, broker, brokerage, or any other financial institution, together with all monies and other property deposited or held therein, including, without limitation, any checking account, savings account, escrow account, savings certificate and margin account, and all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts, and commodity accounts, and all other Deposit Accounts and Investment Property (as each such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (f) General Intangibles: All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, applications for trademarks, customer lists, permits and franchises, software, and the right to use Debtor's name, and any and all membership interests, governance rights, and financial rights in each and every limited liability company, and all payment intangibles, and all other General Intangibles (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (g) Chattel Paper: All Chattel Paper (as such term may be defined in the UCC) of the Debtor, whether tangible or electronic, and whether now owned or hereafter acquired; and

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- (h) Documents. Etc.: All of Debtor's rights in promissory notes, documents, letter of credit rights and supporting obligations (and security interests and liens securing them) (as any such term may be defined in the UCC) whether now owned or hereafter acquired; together with all substitutions and replacements for and products of any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions, and repairs, now or hereafter attached or affixed to or used in connection with any such goods, (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods, and (iii) all books and records of Debtor.

2. Representations, Warranties and Agreements. Each Debtor represents, warrants and agrees that:

- (a) Debtor is a Nevada corporation duly organized or incorporated (as applicable), validly existing and in good standing under the laws of the state of Nevada. This Agreement and the other Loan Documents (as defined in the Note defined below) to which Debtor is a party has been duly and validly authorized by all necessary limited liability company or corporate, as the case may be, action. Debtor has full power and authority to execute this Agreement and the other Loan Documents to which it is a party, to perform Debtor's obligations hereunder and thereunder and to subject the Collateral to the Security Interest. Debtor's legal name, jurisdiction of organization or incorporation and organizational identification number is shown in Exhibit A attached hereto. Debtor will give at least 30 days advance written notice to Secured Party of any change in Debtor's name.
- (b) The Collateral will be used primarily for business purposes.
- (c) Debtor's chief place of business is located at the address shown in Exhibit A. Debtor's records concerning its accounts and contract rights are kept at such address. The Collateral is located at the addresses set forth on Exhibit A. Debtor will give advance notice to Secured Party of any change in Debtor's name, jurisdiction of organization or chief place of business and any change in or addition of any Collateral location or any change in the location of Debtor's records concerning the Collateral.

Debtor has (or will have at the time Debtor acquires rights in Collateral hereafter arising) and will maintain absolute title to each item of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Liens as set forth in that certain Secured Convertible Note, dated as of the date hereof, of Debtor made payable to the order of Secured Party in the original principal amount of ~~\$200,000~~ (as

\$100,000 

amended, modified, supplemented, restated or replaced from, time to time, the "Note"), and will defend the Collateral against all claims or demands of all persons other than Secured Party and holders of Permitted Liens.

- (e) Except as otherwise provided in the Note, Debtor will not sell or otherwise transfer or dispose of the Collateral or any interest therein.
- (f) All rights to payment and all instruments, documents, chattel papers and other agreements constituting or evidencing Collateral are (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, setoff or counterclaim (other than those arising in the ordinary course of business) of each account debtor or other obligor named therein or in Debtor's records pertaining thereto as being obligated to pay such obligation. Debtor will not agree to any modification, amendment or cancellation of any such obligation without Secured Party's prior written consent except discounts in the ordinary course of business, and will not subordinate any such right to payment to claims of other creditors of such account debtor or other obligor.
- (g) Debtor will keep all tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof.
- (h) Except as otherwise provided in the Note, Debtor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest.
- (i) Debtor will promptly notify Secured Party of any material loss of or damage to any Collateral or of any adverse change in the prospect of payment of any material sums due on or under any instrument, chattel paper, account or contract right constituting Collateral.
- (j) Debtor will if Secured Party at any time so requests (whether the request is made before or after the occurrence of an Event of Default), promptly deliver to Secured Party any instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by Debtor to Secured Party.
- (k) Debtor will at all times keep all Collateral insured against risks of fire (including so-called extended coverage), theft, and such other risks and in such amounts as Secured Party may reasonably request, with any loss payable to Secured Party to the extent of its interest,
- (l) Debtor hereby authorizes the filing of such financing statements as Secured Party may

deem necessary or useful to be filed in order to perfect the Security Interest and, if any Collateral is covered by a certificate of title, Debtor will from time to time execute such documents as may be required to have the Security Interest properly noted on a certificate of title. In addition, Debtor authorizes Secured Party to file from time to time such financing statements against the Collateral described as "all personal property" or "all assets" or the like as Secured Party deems necessary or useful to perfect the Security Interest (and reaffirms its authorization of the filing of any financing statements filed prior to the date of this Agreement).

- (m) Debtor will pay when due or reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case all attorneys' fees) incurred by Secured Party in connection with the creation, perfection, satisfaction or enforcement of the Security Interest or the execution or creation, continuance, or enforcement of this Agreement or any or all of the Obligations.
- (n) Debtor will take all such actions as Secured Party may reasonably request to permit the Secured Party to establish and perfect the Security Interest in all jurisdictions Secured Party deems necessary. Without in any way limiting the generality of the foregoing, Debtor will execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Party's rights under this Agreement.
- (o) Debtor will not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.
- (p) Debtor will not permit any tangible Collateral to be located in any state (and, if a county filing is required, in any county) in which a financing statement covering such Collateral is required to be, but has not in fact been, filed.

If Debtor at any time fails to perform or observe any of the foregoing agreements, immediately upon the occurrence of such failure, without notice or lapse of time, Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take ~~any and all other actions which Secured Party may reasonably deem necessary to cure or correct~~ such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the procurement of repairs,

transportation or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable to any of the Obligations. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor.

3. Account Verification and Collection Rights of Secured Party. Secured Party shall have the right (after the occurrence of an Event of Default) to verify any accounts in the name of Debtor or in Secured Party's own name; and Debtor, whenever requested, shall furnish Secured Party with duplicate statements of the accounts, which statements may be mailed or delivered by Secured Party. Secured Party may at any time (after the occurrence of an Event of Default) notify any account debtor or any other person obligated to pay any amount due, that such chattel paper, account or other right to payment has been assigned or transferred to Secured Party for security and shall be paid directly to Secured Party. If Secured Party so requests at any time (after the occurrence of an Event of Default), Debtor will so notify such account debtors and other obligors. in writing and will indicate on all invoices to such account debtors or other obligors that the amount due is payable directly to Secured Party. At any time after Secured, Party or Debtor gives such notice to an account debtor or other obligor, Secured Party may (but need not), in Secured Party's own name or in Debtor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account or other right to payment, or grant. any extension to, make any compromise. or settlement with or otherwise agree to waive, modify, amend or change the. obligations (including collateral obligations) of any such account debtor or other obligor.

4. Assignment of Insurance. Debtor hereby assigns to Secured Party, as additional security for the payment of the Obligations, any and all moneys (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Debtor under or with respect to, any and all policies of insurance covering the Collateral, and Debtor hereby directs the issuer of any such policy to pay any such moneys directly to Secured Party, Both before and after the occurrence of an Event of Default, Secured Party may (but need not) in Secured Party's own name or in Debtor's name, execute and deliver proofs of

claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy.

5. Right to Offset. Nothing in this Agreement shall be deemed a waiver or prohibition of Secured Party's right of offset, or counterclaim, which right Debtor hereby grants to Secured Party.

6. Events of Default. The occurrence of any Event of Default, as defined in the Note, shall constitute an Event of Default hereunder.

7. Remedies Upon Event of Default. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the written satisfaction of Secured Party, Secured Party may exercise any one or more of the rights or remedies set forth in the Note. All rights and remedies of Secured Party shall be cumulative and maybe exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to not bar the exercise or enforcement of any other.

8. Other Personal Property. If at the time Secured Party takes possession of any tangible Collateral, any goods, papers or other properties of Debtor, not affixed to or constituting a part of such Collateral, are located or to be found upon or within such Collateral, Debtor agrees to notify Secured Party in writing of that fact, describing the property so located or to be found, within 7 calendar days after the date on which Secured Party took possession. Unless and until Secured Party receives such notice from Debtor, Secured Party shall not be responsible or liable to Debtor for any action taken or omitted by or on behalf of Secured Party with respect to such property without actual knowledge of the existence of any such property or without actual knowledge of the fact that it was located or to be found upon such Collateral.

9. Amendment: Waivers. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party and Debtor. A waiver shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies.

10. Notices. All notices to be given to Debtor shall be deemed sufficiently given if mailed by registered or certified mail, postage prepaid, or delivered to Debtor at Debtor's address set forth on Exhibit A or at the most recent address shown on Secured Party's records,

11. Miscellaneous. Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if Secured Party exercises reasonable

care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall use reasonable efforts to preserve any rights Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective representatives, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. This Agreement shall be governed by the internal laws of the State of Wisconsin, without giving effect to the principles of conflicts of laws,

12. Joint and Several Liability. BY SIGNING THIS AGREEMENT, EACH DEBTOR AGREES THAT THE COLLATERAL PLEDGED BY IT SECURES THE PAYMENT OF ALL OBLIGATIONS, AND THAT THE SECURED PARTY CAN ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER AGAINST ANY ONE OR MORE OF THE DEBTORS, IN THE SECURED PARTY'S SOLE AND UNLIMITED DISCRETION. Without in any way limiting the generality of the foregoing, each Debtor acknowledges and agrees that the Secured Party may at any time and from time to time, without the consent of, or notice to, any Debtor, without incurring responsibility to any Debtor, and without affecting, impairing or releasing any of the obligations of any Debtor hereunder:

- (a) sell, exchange, surrender, realize upon, release (with or without consideration) or otherwise deal with in any manner and in any order any property of any Debtor securing the Obligations;
- (b) exercise or refrain from exercising any rights against any Debtor, or otherwise act or refrain from acting;
- (c) fail to set off and/or release, in whole or in part, any balance of any account or any credit on its books in favor of any Debtor, or of any other person, and extend credit in any manner whatsoever to any Debtor, and generally deal with any Debtor and any of its property in any manner as the Secured Party may see fit; and/or
- ~~(d) consent to or waive any breach of, or any act, omission or default under, this Agreement or any other agreement, by any one or more Debtors.~~

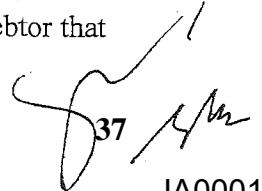
13. No Release. Until all of the Obligations have been paid in full, the obligations of any Debtor hereunder shall not be released, in whole or in part, by any action or thing (other than

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irrevocable payment in full) which might, but for this provision of this Agreement, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of the Secured Party or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted by the Secured Party whether or not such action or failure to act varies or increases the risk of; or affects the rights or remedies of, any Debtor, nor shall any release of any security for any of the Obligations by operation of law or by the action of any third party affect in any way the obligations of any Debtor hereunder, and each Debtor hereby expressly waives and surrenders any defense to its liability hereunder based upon any of the foregoing acts, omissions, things, agreements, or waivers of any of them,

14. Actions Not Required. Each Debtor hereby waives any and all right to cause a marshalling of any other Debtor's assets or any other action by any court or other governmental body with respect thereto insofar as the rights of the Secured Party hereunder are concerned or to cause the Secured Party to proceed against any security for the Obligations or any other recourse which the Secured Party may have with respect thereto, and further waives any and all requirements that the Secured Party institute any action or proceeding at law or in equity against any other Debtor or anyone else, or with respect to this Agreement, or any of the Collateral, as a condition precedent to making demand on, or bringing an action or obtaining and/or enforcing a judgment against, any Debtor. Each Debtor further waives any requirement that the Secured Party seek performance by any other Debtor or any other person, of any obligation under this Agreement or any other agreement as a condition precedent to making a demand on, or bringing an action or obtaining and/or enforcing a judgment against, any Debtor. No Debtor shall have any right of setoff against the Secured Party with respect to any of its obligations hereunder. Any remedy or right hereby granted which shall be found to be unenforceable as to any person or under any circumstance, for any reason, shall in no way limit or prevent the enforcement of such remedy or right as to any other person or circumstance, nor shall such unenforceability limit or prevent enforcement of any other remedy or right hereby granted.

15. A Debtor's Bankruptcy. Each Debtor expressly agrees that its liability and obligations under this Agreement shall not in any way be affected by the institution by or against any other Debtor or any other person or entity of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for the relief of debtors, or any action taken or not taken by the Secured Party in connection therewith, and that any discharge of any Debtor pursuant to any such bankruptcy or similar law or other laws shall not discharge or otherwise affect in any way the obligations of any other Debtor under this Agreement or with respect to the Obligations, and that upon or at any time after the institution of any of the above actions, at the Secured Party's sole discretion, the Debtors' joint and several obligations shall be enforceable against any Debtor that

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is not itself the subject of such proceedings. Each Debtor expressly waives any right to argue that the Secured Party's enforcement of any remedies against that Debtor is stayed by reason of the pendency of any such proceedings against any other Debtor.

16. Consent to Jurisdiction, Waiver. DEBTOR SUBMITS AND CONSENTS TO PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEVADA FOR THE ENFORCEMENT OF THIS AGREEMENT AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE OR THE UNITED STATES OF AMERICA TO OBJECT TO JURISDICTION IN THE STATE OF NEVADA. AT THE ELECTION OF SECURED PARTY, LITIGATION MAY BE COMMENCED IN ANY STATE COURT OF GENERAL JURISDICTION FOR THE STATE OF NEVADA OR ANY UNITED STATES DISTRICT COURT LOCATED IN NEVADA. NOTHING CONTAINED HEREIN SHALL PREVENT SECURED PARTY FROM BRINGING ANY ACTION AGAINST DEBTOR OR EXERCISING ANY RIGHTS AGAINST ANY SECURITY GIVEN TO SECURED PARTY, OR AGAINST DEBTOR PERSONALLY, OR AGAINST ANY PROPERTY OF DEBTOR, WITHIN ANY OTHER STATE. COMMENCEMENT OF ANY SUCH ACTION OR PROCEEDING IN ANY OTHER STATE SHALL NOT CONSTITUTE A WAIVER OF CONSENT TO JURISDICTION OR A WAIVER OF THE SUBMISSION MADE BY DEBTOR TO PERSONAL JURISDICTION WITHIN THE STATE OF NEVADA. DEBTOR WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH DEBTOR IS INVOLVED DIRECTLY OR INDIRECTLY AND ANY MATTER, IN ANY WAY ARISING OUT OF, RELATED TO, OR, CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER, AND WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE OF THIS AGREEMENT.

THE PARTIES have executed this Security Agreement the day and year first above written:

DEBTOR:

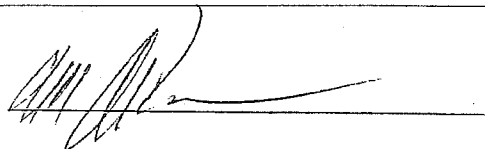
SECURED CREDITOR:

BOULEVARD FURNITURE INC.

MICHAEL AHDERS

By: 

Its: President



100,000.00

November 21st, 2016

Secured Promissory Note

FOR VALUE RECEIVED, the undersigned, BOULEVARD FURNITURE, INC., a Nevada corporation, whose address is 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169; SHAFIK HIRJI; and SHAFIK BROWN (collectively the "Borrower"), promises to pay One Hundred Thousand Dollars and No Cents (\$100,000.00), together with interest according to the terms of this secured promissory note (this "Note"), to the order of MICHAEL AHDERS (together with any future holder, the "Lender"). Capitalized terms used but not defined in this Note shall have the meanings assigned to them in the Security Agreement.

1. CONTRACT INTEREST RATE

The Borrower has agreed to repay the principle amount of \$100,000.00 plus interest of \$48,000.00 for a total of \$148,000.00, which shall be payable as set forth below.

2. SCHEDULED PAYMENTS

2.1 Monthly Payments

On the fifth day of January, 2017 and on the fifth day of each subsequent calendar month through December, 2017, the Borrower shall pay an installment in the amount of Four Thousand Dollars (\$4,000.00). Monthly installments of principal and interest shall be made when due, regardless of the prior acceptance by the Lender of unscheduled payments.

2.2 FINAL PAYMENT

The Loan shall mature on the fifth day of January, 2018 (the "Maturity Date"), when the Borrower shall pay its entire principal balance, together with all accrued interest and any other amounts owed by the Borrower under this Note or under any of the other documents entered into now or in the future in connection with the Loan (the "Loan Documents").

3. APPLICATION OF MONTHLY PRINCIPAL AND INTEREST PAYMENTS

When the Lender receives a monthly principal and interest payment, the Lender shall apply it first to interest in arrears for the previous month and then to the amortization of the principal amount of this Note, unless other amounts are then due under this Note or the other Loan Documents. If other amounts are due when a regular monthly payment is received, the Lender shall apply the payment first to accrued interest and then, at its discretion, either to those other amounts or to principal.

4. LATE CHARGE

If a Default exists (as defined in Section 6 below) and is not cured within the ten days a \$1,000.00 late fee will be due and owing. For every additional ten-day period that

accrues after the monthly due date an additional \$1,000.00 late fee will be due and payable. If four late fees of \$1,000 each are accrued by the Borrower in any one month the late fees when paid will serve to move that month's periodic payment one month. The late fees are not in place of the periodic payments that are scheduled but are in addition to.

5. PREPAYMENT

This Note may be prepaid in full without penalty.

6. DEFAULT

A default on this Note ("Default") shall exist if (a) the Lender fails to receive any required installment of principal and interest on or before the fifth (5th) day of the calendar month in which it is due, (b) the Borrower fails to pay the matured balance of this Note on the Maturity Date or (c) a "Default" exists as defined in any other Security Agreement. If a Default exists and the Lender engages counsel to collect any amount due under this Note or if the Lender is required to protect or enforce this Note in any probate, bankruptcy or other proceeding, then any expenses incurred by the Lender in respect of the engagement, including the reasonable fees and reimbursable expenses of counsel and including such costs and fees which relate to issues that are particular to any given proceeding, shall constitute indebtedness evidenced by this Note, shall be payable on demand, and shall bear interest at the Default Rate. Such fees and expenses include those incurred in connection with any action against the Borrower for a deficiency judgment after a foreclosure or trustee's sale of the Real Property under the Deed of Trust (defined below), including all of the Lender's reasonable attorneys' fees, property appraisal costs and witness fees.

7. ACCELERATION

If a Default exists, the Lender may, at its option, declare the unpaid principal balance of this Note to be immediately due and payable, together with all accrued interest on the Indebtedness, all costs of collection (including reasonable attorneys' fees and expenses) and all other charges due and payable by the Borrower under this Note or any other Loan Document. If the subject Default has arisen from a failure by the Borrower to make a regular monthly payment of principal and interest, the Lender shall not accelerate the Indebtedness unless the Lender shall have given the Borrower at least three (3) Business Days' advance Notice of its intent to do so.

If the subject Default is a Curable Nonmonetary Default, the Lender shall exercise its option to accelerate only by delivering Notice of acceleration to the Borrower. The Lender shall not deliver any such Notice of acceleration until (a) the Borrower has been given any required Notice of the prospective Default and (b) any applicable cure period has expired.

~~Except as expressly described in this Section, no Notice of acceleration shall be required in order for the Lender to exercise its option to accelerate the Indebtedness in the event of Default.~~

gzi
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8. SECURITY

This Note is secured by a Security Agreement and Fixture Filing (the "Security Agreement") granted by the Borrower to Lender granting a security interest in certain collateral and personal property. Reference is made to the Security Agreement for a description of the security and rights of the Lender. This reference shall not affect the absolute and unconditional obligation of the Borrower to repay the Loan in accordance with its terms.

9. SEVERABILITY

If any provision of this Note is held to be invalid, illegal or unenforceable in any respect, or operates, or would if enforced operate to invalidate this Note, then that provision shall be deemed null and void. Nevertheless, its nullity shall not affect the remaining provisions of this Note, which shall in no way be affected, prejudiced or disturbed.

10. WAIVER

Except to the extent that such rights are expressly provided in this Note, the Borrower waives demand, presentment for payment, notice of intent to accelerate, notice of acceleration, protest, notice of protest, dishonor and of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note. Without affecting the liability of the Borrower under this Note, the Lender may release any of the Property, grant any indulgence, forbearance or extension of time for payment, or release any other person now or in the future liable for the payment or performance of any obligation under this Note or any of the Loan Documents.

The Borrower further (a) waives any homestead or similar exemption; (b) waives any statute of limitation; (c) agrees that the Lender may, without impairing any future right to insist on strict and timely compliance with the terms of this Note, grant any number of extensions of time for the scheduled payments of any amounts due, and may make any other accommodation with respect to the Indebtedness evidenced by this Note; (d) waives any right to require a marshaling of assets; and (e) to the extent not prohibited by applicable law, waives the benefit of any law or rule of law intended for its advantage or protection as a debtor or providing for its release or discharge from liability under this Note, excepting only the defense of full and complete payment of all amounts due under this Note and the Loan Documents.

11. VARIATION IN PRONOUNS

All the terms and words used in this Note, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Note or any paragraph or clause herein may require, the same as if such word had been fully and properly written in the correct number and gender.

12. COMMERCIAL LOAN

The Borrower hereby represents and warrants to the Lender that the Loan was made for commercial or business purposes, and that the funds evidenced by this Note will be used solely in connection with such purposes.

13. REPLACEMENT OF NOTE

If this Note is lost or destroyed, the Borrower shall, at the Lender's request, execute and return to the Lender a replacement promissory note identical to this Note, provided the Lender delivers to the Borrower an affidavit to the foregoing effect. Upon delivery of the executed replacement Note, the Lender shall indemnify the Borrower from and against its actual damages suffered as a result of the existence of two Notes evidencing the same obligation. No replacement of this Note under this Section shall result in a novation of the Borrower's obligations under this Note.

14. GOVERNING LAW

This Note shall be construed and enforced according to, and governed by, the laws of Nevada without reference to conflicts of laws provisions which, but for this provision, would require the application of the law of any other jurisdiction.

15. TIME OF ESSENCE

In the performance of the Borrower's obligations under this Note, time is of the essence.

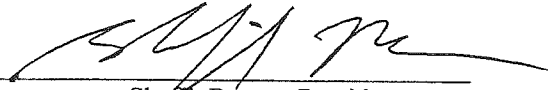
16. NO ORAL AGREEMENTS

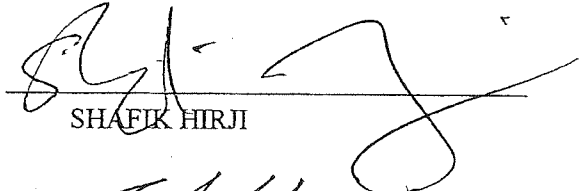
THIS NOTE AND ALL THE SECURITY AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT OF THE BORROWER AND THE LENDER AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE LOAN AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE BORROWER AND THE LENDER. THERE ARE NO ORAL AGREEMENTS BETWEEN THE BORROWER AND THE LENDER. THE PROVISIONS OF THIS NOTE AND THE OTHER LOAN DOCUMENTS MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE BORROWER AND THE LENDER.

17. THE PARTIES FURTHER AGREE TO WAIVE ALL PROVISIONS OF CHAPTER 604A OF THE NEVADA REVISED STATUTES AND THE BORROWER SPECIFICALLY WAIVES ANY AND ALL PROTECTIONS, DEFENSES AND CAUSES OF ACTIONS UNDER NRS 604A.010-604A.940 AS AGAINST THE LENDER.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the date first above written.

BOULEVARD FURNITURE, INC. a Nevada
corporation

By: 
Shafik Brown, President


SHAFIK HIRJI

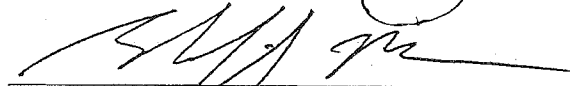

SHAFIK BROWN

EXHIBIT “4”

Cancer Care’s second confession of judgment,
secured promissory note and security agreement

1 CONF
2 COHEN-JOHNSON, LLC
3 H. STAN JOHNSON, ESQ.
4 Nevada Bar No. 00265
5 sjohnson@cohenjohnson.com
6 255 E. Warm Springs Rd., Suite 100
7 Las Vegas, Nevada 89119
8 Telephone: (702) 823-3500
9 Facsimile: (702) 823-3400
10 Attorneys for Plaintiff

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 CANCER CARE FOUNDATION, INC., a
14 Nevada corporation.

15 Plaintiff.

16 v.

17 BOULEVARD FURNITURE, INC., a Nevada
18 corporation; SHAFIK HIRJI, an individual,
19 SHAFIK BROWN, an individual.

20 Defendants.

21 Defendants, hereby confesses to judgment in the amount of \$ 100,000.00, plus any unpaid
22 interest due, late fees and other penalties, under the original note and any amendments or
23 extensions, less any amounts paid pursuant to the promissory note, plus accrued interest at the
24 legal rate allowed, unless otherwise satisfied based on the following terms and conditions:

- 25 1. This Confession of Judgment is for debt justly due from Defendant to Plaintiff.
- 26 2. The Note, and any amendments or extensions are attached herein and incorporated
27 by reference.
- 28 3. If Defendant fails to adhere to the terms of the Note, and any amendments or
extensions, Plaintiff shall file this Confession of Judgment. Thereafter Plaintiff shall be permitted
to seek any and all permissible relief. Plaintiff shall also be entitled to all reasonable attorney's
fees and costs in pursuing collection of this Confession of Judgment.

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 811-1500 FAX (702) 823-3400

4. If Defendant fails to adhere to terms of Note, and any amendments or extensions, Plaintiff shall provide written notice of said default to the Defendants. The Defendant shall have five (5) calendar days to cure said default. If the default is not cured in full the Plaintiff may file and record this Confession of Judgment and take all steps to protect the rights of the Plaintiff hereunder.

DATED this 20th day of December, 2016.

BOULEVARD FURNITURE, INC., a Nevada corporation.

By: [Signature]
Shafik Brown, President

[Signature]
Shafik Brown, individually

[Signature]
Shafik Harji, individually

SUBSCRIBED AND SWORN TO before me this 20th day of December, 2016.

[Signature]
NOTARY PUBLIC

100,000.00

December 20, 2016

Secured Promissory Note

FOR VALUE RECEIVED, the undersigned, BOULEVARD FURNITURE, INC., a Nevada corporation, whose address is 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169; SHAFIK HIRJI; and SHAFIK BROWN (collectively the "Borrower"), promises to pay One Hundred Thousand Dollars and No Cents (\$100,000.00), together with interest according to the terms of this secured promissory note (this "Note"), to the order of CANCER CARE FOUNDATION, INC. (together with any future holder, the "Lender"). Capitalized terms used but not defined in this Note shall have the meanings assigned to them in the Security Agreement.

1. CONTRACT INTEREST RATE

The Borrower has agreed to repay the principle amount of \$100,000.00 plus interest which shall be payable as set forth below.

2. SCHEDULED PAYMENTS

2.1 Monthly Payments

On the twenty-first day of January, 2017; on the twenty-first day of February, 2017; and on the twenty-first day of March, 2017, the Borrower shall pay an installment in the amount of Four Thousand Dollars (\$4,000.00). Monthly installments of principal and interest shall be made when due, regardless of the prior acceptance by the Lender of unscheduled payments.

2.2 FINAL PAYMENT

The Loan shall mature on the twenty-fifth day of March, 2017 (the "Maturity Date"), when the Borrower shall pay its entire principal balance, together with all accrued interest and any other amounts owed by the Borrower under this Note or under any of the other documents entered into now or in the future in connection with the Loan (the "Loan Documents"). If the loan is not repaid on the Maturity Date the Loan will continue to accrue interest based upon the interest rate calculated from the monthly interest payments set forth above.

3. APPLICATION OF MONTHLY PRINCIPAL AND INTEREST PAYMENTS

When the Lender receives a monthly principal and interest payment, the Lender shall apply it first to interest in arrears for the previous month and then to the amortization of the principal amount of this Note, unless other amounts are then due under this Note or the other Loan Documents. If other amounts are due when a regular monthly payment is received, the Lender shall apply the payment first to accrued interest and then, at its discretion, either to those other amounts or to principal.

4. **LATE CHARGE**

If a Default exists (as defined in Section 7 below) and is not cured within the five days a \$4,000.00 late fee will be due and owing. For every additional five-day period that accrues after the monthly due date an additional \$4,000.00 late fee will be due and payable.

5. **INTEREST LATE CHARGE**

If the Lender does not receive any scheduled monthly principal and interest payment on or before the tenth (10th) day of the calendar month in which it is due, the Lender will send the Borrower written Notice that a late charge equal to five percent (5%) of the late payment has accrued. The Borrower shall pay any such late charge on or before the tenth day of the calendar month following the month during which the late payment was scheduled to have been received. Interest on unpaid late charges shall, at the Lender's discretion, accrue at the Note Rate beginning on the first day of the calendar month following their accrual.

6. **PREPAYMENT**

This Note may be prepaid in full without penalty.

7. **DEFAULT**

A default on this Note ("Default") shall exist if (a) the Lender fails to receive any required installment of principal and interest on or before the fifth (5th) day of the calendar month in which it is due, (b) the Borrower fails to pay the matured balance of this Note on the Maturity Date or (c) a "Default" exists as defined in any other Security Agreement. If a Default exists and the Lender engages counsel to collect any amount due under this Note or if the Lender is required to protect or enforce this Note in any probate, bankruptcy or other proceeding, then any expenses incurred by the Lender in respect of the engagement, including the reasonable fees and reimbursable expenses of counsel and including such costs and fees which relate to issues that are particular to any given proceeding, shall constitute indebtedness evidenced by this Note, shall be payable on demand, and shall bear interest at the Default Rate. Such fees and expenses include those incurred in connection with any action against the Borrower for a deficiency judgment after a foreclosure or trustee's sale of the Real Property under the Deed of Trust (defined below), including all of the Lender's reasonable attorneys' fees, property appraisal costs and witness fees.

8. **ACCELERATION**

If a Default exists, the Lender may, at its option, declare the unpaid principal balance of this Note to be immediately due and payable, together with all accrued interest on the Indebtedness, all costs of collection (including reasonable attorneys' fees and expenses) and all other charges due and payable by the Borrower under this Note or any other Loan Document. If the subject Default has arisen from a failure by the Borrower to make a regular monthly payment of principal and interest, the Lender shall not accelerate the Indebtedness unless the Lender shall have given the Borrower at least three (3) Business Days' advance Notice of its intent to do so.

If the subject Default is a Curable Nonmonetary Default, the Lender shall exercise its option to accelerate only by delivering Notice of acceleration to the Borrower. The Lender shall not deliver any such Notice of acceleration until (a) the Borrower has been given any required Notice of the prospective Default and (b) any applicable cure period has expired.

Except as expressly described in this Section, no Notice of acceleration shall be required in order for the Lender to exercise its option to accelerate the Indebtedness in the event of Default.

9. SECURITY

This Note is secured by a Security Agreement and Fixture Filing (the "Security Agreement") granted by the Borrower to Lender granting a security interest in certain collateral and personal property. Reference is made to the Security Agreement for a description of the security and rights of the Lender. This reference shall not affect the absolute and unconditional obligation of the Borrower to repay the Loan in accordance with its terms.

10. SEVERABILITY

If any provision of this Note is held to be invalid, illegal or unenforceable in any respect, or operates, or would if enforced operate to invalidate this Note, then that provision shall be deemed null and void. Nevertheless, its nullity shall not affect the remaining provisions of this Note, which shall in no way be affected, prejudiced or disturbed.

11. WAIVER

Except to the extent that such rights are expressly provided in this Note, the Borrower waives demand, presentment for payment, notice of intent to accelerate, notice of acceleration, protest, notice of protest, dishonor and of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note. Without affecting the liability of the Borrower under this Note, the Lender may release any of the Property, grant any indulgence, forbearance or extension of time for payment, or release any other person now or in the future liable for the payment or performance of any obligation under this Note or any of the Loan Documents.

The Borrower further (a) waives any homestead or similar exemption; (b) waives any statute of limitation; (c) agrees that the Lender may, without impairing any future right to insist on strict and timely compliance with the terms of this Note, grant any number of extensions of time for the scheduled payments of any amounts due, and may make any other accommodation with respect to the Indebtedness evidenced by this Note; (d) waives any right to require a marshaling of assets; and (e) to the extent not prohibited by applicable law, waives the benefit of any law or rule of law intended for its advantage or protection as a debtor or providing for its release or discharge from liability under this Note, excepting only the defense of full and complete payment of all amounts due under this Note and the Loan Documents.

12. VARIATION IN PRONOUNS

All the terms and words used in this Note, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Note or any paragraph or clause herein may require, the same as if such word had been fully and properly written in the correct number and gender.

13. COMMERCIAL LOAN

The Borrower hereby represents and warrants to the Lender that the Loan was made for commercial or business purposes, and that the funds evidenced by this Note will be used solely in connection with such purposes.

14. REPLACEMENT OF NOTE

If this Note is lost or destroyed, the Borrower shall, at the Lender's request, execute and return to the Lender a replacement promissory note identical to this Note, provided the Lender delivers to the Borrower an affidavit to the foregoing effect. Upon delivery of the executed replacement Note, the Lender shall indemnify the Borrower from and against its actual damages suffered as a result of the existence of two Notes evidencing the same obligation. No replacement of this Note under this Section shall result in a novation of the Borrower's obligations under this Note.

15. GOVERNING LAW

This Note shall be construed and enforced according to, and governed by, the laws of Nevada without reference to conflicts of laws provisions which, but for this provision, would require the application of the law of any other jurisdiction.

16. TIME OF ESSENCE

In the performance of the Borrower's obligations under this Note, time is of the essence.

17. NO ORAL AGREEMENTS

THIS NOTE AND ALL THE SECURITY AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT OF THE BORROWER AND THE LENDER AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE LOAN AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE BORROWER AND THE LENDER. THERE ARE NO ORAL AGREEMENTS BETWEEN THE BORROWER AND THE LENDER. THE PROVISIONS OF THIS NOTE AND THE OTHER LOAN DOCUMENTS MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE BORROWER AND THE LENDER.

18. THE PARTIES FURTHER AGREE TO WAIVE ALL PROVISIONS OF


CHAPTER 604A OF THE NEVADA REVISED STATUTES AND THE
BORROWER SPECIFICALLY WAIVES ANY AND ALL PROTECTIONS,
DEFENSES AND CAUSES OF ACTIONS UNDER NRS 604A.010-604A.940 AS
AGAINST THE LENDER.

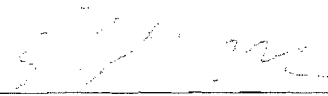
IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the date
first above written.

BOULEVARD FURNITURE, INC. a Nevada
corporation

By: 

Shafik Brown, President


SHAFIK HIRTI


SHAFIK BROWN

SECURITY AGREEMENT

This agreement is entered into this 20th day of December, 2016 by and between BOULEVARD FURNITURE INC., a Nevada corporation ("Debtor") and Cancer Care Foundation, Inc. ("Secured Party"). In consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest and Collateral. In order to secure payment and performance of each and every debt, liability and obligation of every type and description which any Debtor may now or at any time hereafter owe to Secured Party whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it arises under or is evidenced by this Security Agreement (this "Agreement") or any other present or future instrument or agreement or by operation of law, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint, several or joint and several (all such debts, liabilities and obligations and any amendments, extensions, renewals, or replacements thereof are herein collectively referred to as the "Obligation"), the Debtor hereby grants Secured Party a security interest (the "Security Interest") in all of such Debtor's property (the "Collateral"), including without limitation the following:

- (a) Inventory and Goods: All inventory of Debtor, whether now owned or hereafter acquired and wherever located and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or consumed in Debtor's business, and all goods of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation all goods, and all other Inventory and Goods, as each such term may be defined in the Uniform Commercial Code as in effect in the state of Nevada from time to time (the "UCC"), of the Debtor, whether now owned or hereafter acquired;
- (b) Equipment: All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including but not limited to all present and future equipment, machinery, tools, motor vehicles, trade fixtures, furniture, furnishings, office and record keeping equipment and all goods for use in Debtor's business, and all other Equipment (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired, together with all parts, equipment and attachments relating to any of the foregoing;

- (c) Accounts: Contract Rights and Other Rights to Payment: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, license, assignment or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor, all including but not limited to all present and future debt instruments, chattel papers, accounts, license fees, contract rights, loans and obligations receivable and tax refunds, and all other Accounts (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired:
- (d) Instruments: All instruments, chattel paper, letters of credit or other documents of Debtor, whether now owned or hereafter acquired, including but not limited to promissory notes, drafts, bills of exchange and trade acceptances; all rights and interests of Debtor, whether now existing or hereafter created or arising, under leases, licenses or other contracts, and all other Instruments (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired:
- (e) Deposit Accounts and Investment Property: All right, title and interest of Debtor in all deposit and investment accounts maintained with any bank, savings and loan association, broker, brokerage, or any other financial institution, together with all monies and other property deposited or held therein, including, without limitation, any checking account, savings account, escrow account, savings certificate and margin account, and all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts, and commodity accounts, and all other Deposit Accounts and Investment Property (as each such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired:
- (f) General Intangibles: All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, applications for trademarks, customer lists, permits and franchises, software, and the right to use Debtor's name, and any and all membership interests, governance rights, and financial rights in each and every limited

liability company, and all payment intangibles, and all other General Intangibles (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired:

- (g) Chattel Paper: All Chattel Paper (as such term may be defined in the UCC) of the Debtor, whether tangible or electronic, and whether now owned or hereafter acquired; and
- (h) Documents, Etc.: All of Debtor's rights in promissory notes, documents, letter of credit rights and supporting obligations (and security interests and liens securing them) (as any such term may be defined in the UCC) whether now owned or hereafter acquired; together with all substitutions and replacements for and products of any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessories, and repairs, now or hereafter attached or affixed to or used in connection with any such goods, (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods, and (iii) all books and records of Debtor.

2. Representations, Warranties and Agreements. Each Debtor represents, warrants and agrees that:

- (a) Debtor is a Nevada corporation duly organized or incorporated (as applicable), validly existing and in good standing under the laws of the state of Nevada. This Agreement and the other Loan Documents (as defined in the Note defined below) to which Debtor is a party has been duly and validly authorized by all necessary limited liability company or corporate, as the case may be, action. Debtor has full power and authority to execute this Agreement and the other Loan Documents to which it is a party, to perform Debtor's obligations hereunder and thereunder and to subject the Collateral to the Security Interest. Debtor's legal name, jurisdiction of organization or incorporation and organizational identification number is shown in Exhibit A attached hereto. Debtor will give at least 30 days advance written notice to Secured Party of any change in Debtor's name.
- (b) The Collateral will be used primarily for business purposes.
- (c) Debtor's chief place of business is located at the address shown in Exhibit A. Debtor's records concerning its accounts and contract rights are kept at such address. The Collateral is located at the addresses set forth on Exhibit A. Debtor will give advance notice to Secured Party of any change in Debtor's name, jurisdiction of organization or chief place of business and any change in or addition of any Collateral location or any

change in the location of Debtor's records concerning the Collateral.

Debtor has (or will have at the time Debtor acquires rights in Collateral hereafter arising) and will maintain absolute title to each item of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Liens as set forth in that certain Secured Convertible Note, dated as of the date hereof, of Debtor made payable to the order of Secured Party in the original principal amount of \$200,000 (as amended, modified, supplemented, restated or replaced from time to time, the "Note"), and will defend the Collateral against all claims or demands of all persons other than Secured Party and holders of Permitted Liens.

- (e) Except as otherwise provided in the Note, Debtor will not sell or otherwise transfer or dispose of the Collateral or any interest therein.
- (f) All rights to payment and all instruments, documents, chattel papers and other agreements constituting or evidencing Collateral are (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, setoff or counterclaim (other than those arising in the ordinary course of business) of each account debtor or other obligor named therein or in Debtor's records pertaining thereto as being obligated to pay such obligation. Debtor will not agree to any modification, amendment or cancellation of any such obligation without Secured Party's prior written consent except discounts in the ordinary course of business, and will not subordinate any such right to payment to claims of other creditors of such account debtor or other obligor.
- (g) Debtor will keep all tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof.
- (h) Except as otherwise provided in the Note, Debtor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest.
- (i) Debtor will promptly notify Secured Party of any material loss of or damage to any Collateral or of any adverse change in the prospect of payment of any material sums due on or under any instrument, chattel paper, account or contract right constituting Collateral.
- (j) Debtor will if Secured Party at any time so requests (whether the request is made before

or after the occurrence of an Event of Default), promptly deliver to Secured Party any instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by Debtor to Secured Party.

- (k) Debtor will at all times keep all Collateral insured against risks of fire (including so-called extended coverage), theft, and such other risks and in such amounts as Secured Party may reasonably request, with any loss payable to Secured Party to the extent of its interest.
- (l) Debtor hereby authorizes the filing of such financing statements as Secured Party may deem necessary or useful to be filed in order to perfect the Security Interest and, if any Collateral is covered by a certificate of title, Debtor will from time to time execute such documents as may be required to have the Security Interest properly noted on a certificate of title. In addition, Debtor authorizes Secured Party to file from time to time such financing statements against the Collateral described as "all personal property" or "all assets" or the like as Secured Party deems necessary or useful to perfect the Security Interest (and reaffirms its authorization of the filing of any financing statements filed prior to the date of this Agreement).
- (m) Debtor will pay when due or reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case all attorneys' fees) incurred by Secured Party in connection with the creation, perfection, satisfaction or enforcement of the Security Interest or the execution or creation, continuance, or enforcement of this Agreement or any or all of the Obligations.
- (n) Debtor will take all such actions as Secured Party may reasonably request to permit the Secured Party to establish and perfect the Security Interest in all jurisdictions Secured Party deems necessary. Without in any way limiting the generality of the foregoing, Debtor will execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Party's rights under this Agreement.
- (o) Debtor will not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.
- (p) Debtor will not permit any tangible Collateral to be located in any state (and, if a county filing is required, in any county) in which a financing statement covering such Collateral

is required to be, but has not in fact been, filed.

If Debtor at any time fails to perform or observe any of the foregoing agreements, immediately upon the occurrence of such failure, without notice or lapse of time, Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the procurement of repairs, transportation or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable to any of the Obligations. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor.

3. Account Verification and Collection Rights of Secured Party. Secured Party shall have the right (after the occurrence of an Event of Default) to verify any accounts in the name of Debtor or in Secured Party's own name; and Debtor, whenever requested, shall furnish Secured Party with duplicate statements of the accounts, which statements may be mailed or delivered by Secured Party. Secured Party may at any time (after the occurrence of an Event of Default) notify any account debtor or any other person obligated to pay any amount due, that such chattel paper, account or other right to payment has been assigned or transferred to Secured Party for security and shall be paid directly to Secured Party. If Secured Party so requests at any time (after the occurrence of an Event of Default), Debtor will so notify such account debtors and other obligors, in writing and will indicate on all invoices to such account debtors or other obligors that the amount due is payable directly to Secured Party. At any time after Secured Party or Debtor gives such notice to an account debtor or other obligor, Secured Party may (but need not), in Secured Party's own name or in Debtor's name, demand, sue for, collect or receive

any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account or other right to payment, or grant, any extension to, make any compromise, or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any such account debtor or other obligor.

4. Assignment of Insurance. Debtor hereby assigns to Secured Party, as additional security for the payment of the Obligations, any and all moneys (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Debtor under or with respect to, any and all policies of insurance covering the Collateral, and Debtor hereby directs the issuer of any such policy to pay any such moneys directly to Secured Party. Both before and after the occurrence of an Event of Default, Secured Party may (but need not) in Secured Party's own name or in Debtor's name, execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy.

5. Right to Offset. Nothing in this Agreement shall be deemed a waiver or prohibition of Secured Party's right of offset, or counterclaim, which right Debtor hereby grants to Secured Party.

6. Events of Default. The occurrence of any Event of Default, as defined in the Note, shall constitute an Event of Default hereunder.

7. Remedies Upon Event of Default. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the written satisfaction of Secured Party, Secured Party may exercise any one or more of the rights or remedies set forth in the Note. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

8. Other Personal Property. If at the time Secured Party takes possession of any tangible Collateral, any goods, papers or other properties of Debtor, not affixed to or constituting a part of such Collateral, are located or to be found upon or within such Collateral, Debtor agrees to notify Secured Party in writing of that fact, describing the property so located or to be found, within 7 calendar days after the date on which Secured Party took possession. Unless and until Secured Party receives such notice from Debtor, Secured Party shall not be responsible or liable to Debtor for any action taken or omitted by or on behalf of Secured Party with respect to such property without actual knowledge of the existence of any such property or without actual

knowledge of the fact that it was located or to be found upon such Collateral.

9. Amendment: Waivers. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party and Debtor. A waiver shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies.

10. Notices. All notices to be given to Debtor shall be deemed sufficiently given if mailed by registered or certified mail, postage prepaid, or delivered to Debtor at Debtor's address set forth on Exhibit A or at the most recent address shown on Secured Party's records.

11. Miscellaneous. Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall use reasonable efforts to preserve any rights Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective representatives, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. This Agreement shall be governed by the internal laws of the State of Wisconsin, without giving effect to the principles of conflicts of laws.

12. Joint and Several Liability. BY SIGNING THIS AGREEMENT, EACH DEBTOR AGREES THAT THE COLLATERAL PLEDGED BY IT SECURES THE PAYMENT OF ALL OBLIGATIONS, AND THAT THE SECURED PARTY CAN ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER AGAINST ANY ONE OR MORE OF THE DEBTORS, IN THE SECURED PARTY'S SOLE AND UNLIMITED DISCRETION. Without in any way limiting the generality of the foregoing, each Debtor acknowledges and agrees that the Secured Party may at any time and from time to time, without the consent of, or notice to, any Debtor, without incurring responsibility to any Debtor, and without affecting, impairing or releasing any of the obligations of any Debtor hereunder:

(a) sell, exchange, surrender, realize upon, release (with or without consideration) or otherwise deal with in any manner and in any order any property of any Debtor securing

the Obligations:

- (b) exercise or refrain from exercising any rights against any Debtor, or otherwise act or refrain from acting;
- (c) fail to set off and/or release, in whole or in part, any balance of any account or any credit on its books in favor of any Debtor, or of any other person, and extend credit in any manner whatsoever to any Debtor, and generally deal with any Debtor and any of its property in any manner as the Secured Party may see fit; and/or
- (d) consent to or waive any breach of, or any act, omission or default under, this Agreement or any other agreement, by any one or more Debtors.

13. No Release. Until all of the Obligations have been paid in full, the obligations of any Debtor hereunder shall not be released, in whole or in part, by any action or thing (other than irrevocable payment in full) which might, but for this provision of this Agreement, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of the Secured Party or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted by the Secured Party whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of, any Debtor, nor shall any release of any security for any of the Obligations by operation of law or by the action of any third party affect in any way the obligations of any Debtor hereunder, and each Debtor hereby expressly waives and surrenders any defense to its liability hereunder based upon any of the foregoing acts, omissions, things, agreements, or waivers of any of them.

14. Actions Not Required. Each Debtor hereby waives any and all right to cause a marshalling of any other Debtor's assets or any other action by any court or other governmental body with respect thereto insofar as the rights of the Secured Party hereunder are concerned or to cause the Secured Party to proceed against any security for the Obligations or any other recourse which the Secured Party may have with respect thereto, and further waives any and all requirements that the Secured Party institute any action or proceeding at law or in equity against any other Debtor or anyone else, or with respect to this Agreement, or any of the Collateral, as a condition precedent to making demand on, or bringing an action or obtaining and/or enforcing a judgment against, any Debtor. Each Debtor further waives any requirement that the Secured Party seek performance by any other Debtor or any other person, of any obligation under this Agreement or any other agreement as a condition precedent to making a demand on, or bringing an action or obtaining and/or enforcing a judgment against, any Debtor. No Debtor shall have

any right of setoff against the Secured Party with respect to any of its obligations hereunder. Any remedy or right hereby granted which shall be found to be unenforceable as to any person or under any circumstance, for any reason, shall in no way limit or prevent the enforcement of such remedy or right as to any other person or circumstance, nor shall such unenforceability limit or prevent enforcement of any other remedy or right hereby granted.

15. A Debtor's Bankruptcy. Each Debtor expressly agrees that its liability and obligations under this Agreement shall not in any way be affected by the institution by or against any other Debtor or any other person or entity of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for the relief of debtors, or any action taken or not taken by the Secured Party in connection therewith, and that any discharge of any Debtor pursuant to any such bankruptcy or similar law, or other laws shall not discharge or otherwise affect in any way the obligations of any other Debtor under this Agreement or with respect to the Obligations, and that upon or at any time after the institution of any of the above actions, at the Secured Party's sole discretion, the Debtors' joint and several obligations shall be enforceable against any Debtor that is not itself the subject of such proceedings. Each Debtor expressly waives any right to argue that the Secured Party's enforcement of any remedies against that Debtor is stayed by reason of the pendency of any such proceedings against any other Debtor.

16. Consent to Jurisdiction, Waiver. DEBTOR SUBMITS AND CONSENTS TO PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEVADA FOR THE ENFORCEMENT OF THIS AGREEMENT AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE OR THE UNITED STATES OF AMERICA TO OBJECT TO JURISDICTION IN THE STATE OF NEVADA. AT THE ELECTION OF SECURED PARTY, LITIGATION MAY BE COMMENCED IN ANY STATE COURT OF GENERAL JURISDICTION FOR THE STATE OF NEVADA OR ANY UNITED STATES DISTRICT COURT LOCATED IN NEVADA. NOTHING CONTAINED HEREIN SHALL PREVENT SECURED PARTY FROM BRINGING ANY ACTION AGAINST DEBTOR OR EXERCISING ANY RIGHTS AGAINST ANY SECURITY GIVEN TO SECURED PARTY, OR AGAINST DEBTOR PERSONALLY, OR AGAINST ANY PROPERTY OF DEBTOR, WITHIN ANY OTHER STATE. COMMENCEMENT OF ANY SUCH ACTION OR PROCEEDING IN ANY OTHER STATE SHALL NOT CONSTITUTE A WAIVER OF CONSENT TO JURISDICTION OR A WAIVER OF THE SUBMISSION MADE BY DEBTOR TO PERSONAL JURISDICTION WITHIN THE STATE OF NEVADA. DEBTOR WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH DEBTOR IS INVOLVED DIRECTLY OR INDIRECTLY AND ANY MATTER, IN ANY WAY ARISING OUT OF, RELATED TO, OR, CONNECTED WITH THIS AGREEMENT OR THE

RELATIONSHIP ESTABLISHED HEREUNDER, AND WHETHER ARISING OR
ASSERTED BEFORE OR AFTER THE DATE OF THIS AGREEMENT.

THE PARTIES have executed this Security Agreement the day and year first above
written:

DEBTOR:

SECURED CREDITOR:

BOULEVARD FURNITURE INC.

CANCER CARE FOUNDATION, INC.

By: [Signature]

By: [Signature]

Its: [Signature]

Its: [Signature]

EXHIBIT “5”

Trata’s first confession of judgment,
secured promissory note and security agreement

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

CONF
COHEN-JOHNSON, LLC
H. STAN JOHNSON, ESQ.
Nevada Bar No. 00265
sjohnson@cohenjohnson.com
255 E. Warm Springs Rd., Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

TRATA, INC., an individual,

Plaintiff,

v.

SUNSET FURNITURE, INC., a Nevada
corporation; SHAPIK HIRJI, an individual;
SHAPIK BROWN, an individual.

Defendants.

Defendants, hereby confesses to judgment in the amount of \$ 1,000,000.00, plus any unpaid interest due, late fees and other penalties, under the original note and any amendments or extensions, less any amounts paid pursuant to the promissory note, plus accrued interest at the legal rate allowed, unless otherwise satisfied based on the following terms and conditions:

1. This Confession of Judgment is for debt justly due from Defendants to Plaintiff.
2. The Note, and any amendments or extensions are attached herein and incorporated by reference.
3. If Defendant fails to adhere to the terms of the Note, and any amendments or extensions, Plaintiff shall file this Confession of Judgment. Thereafter Plaintiff shall be permitted to seek any and all permissible relief. Plaintiff shall also be entitled to all reasonable attorney's fees and costs in pursuing collection of this Confession of Judgment.

COHEN-JOHNSON, LLC
355 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89116
(702) 823-3500 FAX: (702) 823-3400

4. If Defendants fail to adhere to terms of Note, and any amendments or extensions. Plaintiff shall provide written notice of said default to the Defendants. The Defendants shall have five (5) calendar days to cure said default. If the default is not cured in full the Plaintiff may file and record this Confession of Judgment and take all steps to protect the rights of the Plaintiff hereunder.

DATED this 20th day of January, 2017.

SUNSET FURNITURE, INC., a Nevada corporation.

By:

Shafik Brown, President

Shafik Brown, individually

Shafik Hijji, individually

SUBSCRIBED AND SWORN TO before me this 20th day of January, 2017.

NOTARY PUBLIC

ORIGINAL

1,000,000.00

January 20, 2017

Secured Promissory Note

FOR VALUE RECEIVED, the undersigned, SUNSET FURNITURE, INC., a Nevada corporation, whose address is 7560 Jacaranda Bay Street, Las Vegas, Nevada 89169; SHAFIK HIRJI; and SHAFIK BROWN (collectively the "Borrower"), promises to pay One Million Dollars and No Cents (\$1,000,000.00), together with interest according to the terms of this secured promissory note (this "Note"), to the order of TRATA, INC. (together with any future holder, the "Lender"). Capitalized terms used but not defined in this Note shall have the meanings assigned to them in the Security Agreement.

1. CONTRACT INTEREST RATE

The Borrower has agreed to repay the principle amount of \$1,000,000.00 plus interest which shall be payable as set forth below.

2. SCHEDULED PAYMENTS

2.1 Monthly Payments

On the twentieth day of March, 2017; on the twentieth day of April, 2017; and on the twentieth day of May, 2017, the Borrower shall pay an interest installment in the amount of Ten Thousand Dollars (\$10,000.00). On the twentieth day of June, 2017, the Borrower shall pay an interest installment in the amount of Twenty Thousand Dollars (\$20,000.00). On the twentieth day of July, 2017, the Borrower shall pay an interest installment in the amount of Forty Thousand Dollars (\$40,000.00). Borrower shall pay an interest installment in the amount of Forty Thousand Dollars (\$40,000.00) on the twentieth of August, 2017 and for the next eighteen months on the twentieth of each month through and including March of 2019. Monthly installments of principal and interest shall be made when due, regardless of the prior acceptance by the Lender of unscheduled payments.

2.2 FINAL PAYMENT

The Loan shall mature on the twentieth day of March, 2019 (the "Maturity Date"), when the Borrower shall pay its entire principal balance, together with all accrued interest and any other amounts owed by the Borrower under this Note or under any of the other documents entered into now or in the future in connection with the Loan (the "Loan Documents"). If the loan is not repaid on the Maturity Date the Loan will continue to accrue interest based upon the interest rate calculated from the monthly interest payments set forth above.

3. APPLICATION OF MONTHLY PRINCIPAL AND INTEREST PAYMENTS

When the Lender receives a monthly principal and interest payment, the Lender shall apply it first to interest in arrears for the previous month and then to the amortization of the principal amount of this Note, unless other amounts are then due under this Note or

the other Loan Documents. If other amounts are due when a regular monthly payment is received, the Lender shall apply the payment first to accrued interest and then, at its discretion, either to those other amounts or to principal.

4. **INTEREST LATE CHARGE**

If the Lender does not receive any scheduled monthly principal and interest payment on or before the twenty-fifth (25th) day of the calendar month in which it is due, the Lender will send the Borrower written Notice that a late charge equal to five percent (5%) of the late payment has accrued. The Borrower shall pay any such late charge on or before the tenth day of the calendar month following the month during which the late payment was scheduled to have been received. Interest on unpaid late charges shall, at the Lender's discretion, accrue at the Note Rate beginning on the first day of the calendar month following their accrual.

5. **PREPAYMENT**

This Note may be prepaid in full without penalty.

6. **DEFAULT**

A default on this Note ("Default") shall exist if (a) the Lender fails to receive any required installment of principal and interest on or before the twenty-fifth (25th) day of the calendar month in which it is due, (b) the Borrower fails to pay the matured balance of this Note on the Maturity Date or (c) a "Default" exists as defined in any other Security Agreement. If a Default exists and the Lender engages counsel to collect any amount due under this Note or if the Lender is required to protect or enforce this Note in any probate, bankruptcy or other proceeding, then any expenses incurred by the Lender in respect of the engagement, including the reasonable fees and reimbursable expenses of counsel and including such costs and fees which relate to issues that are particular to any given proceeding, shall constitute indebtedness evidenced by this Note, shall be payable on demand, and shall bear interest at the Default Rate. Such fees and expenses include those incurred in connection with any action against the Borrower for a deficiency judgment after a foreclosure or trustee's sale of the Real Property under the Deed of Trust (defined below), including all of the Lender's reasonable attorneys' fees, property appraisal costs and witness fees.

7. **ACCELERATION**

If a Default exists, the Lender may, at its option, declare the unpaid principal balance of this Note to be immediately due and payable, together with all accrued interest on the Indebtedness, all costs of collection (including reasonable attorneys' fees and expenses) and all other charges due and payable by the Borrower under this Note or any other Loan Document. If the subject Default has arisen from a failure by the Borrower to make a regular monthly payment of principal and interest, the Lender shall not accelerate the Indebtedness unless the Lender shall have given the Borrower at least three (3) Business Days' advance Notice of its intent to do so.

If the subject Default is a Curable Nonmonetary Default, the Lender shall exercise its option to accelerate only by delivering Notice of acceleration to the Borrower. The Lender shall not deliver any such Notice of acceleration until (a) the Borrower has been

given any required Notice of the prospective Default and (b) any applicable cure period has expired.

Except as expressly described in this Section, no Notice of acceleration shall be required in order for the Lender to exercise its option to accelerate the Indebtedness in the event of Default.

8. SECURITY

This Note is secured by a Security Agreement and Fixture Filing (the "Security Agreement") granted by the Borrower to Lender granting a security interest in certain collateral and personal property. Reference is made to the Security Agreement for a description of the security and rights of the Lender. This reference shall not affect the absolute and unconditional obligation of the Borrower to repay the Loan in accordance with its terms.

9. SEVERABILITY

If any provision of this Note is held to be invalid, illegal or unenforceable in any respect, or operates, or would if enforced operate to invalidate this Note, then that provision shall be deemed null and void. Nevertheless, its nullity shall not affect the remaining provisions of this Note, which shall in no way be affected, prejudiced or disturbed.

10. WAIVER

Except to the extent that such rights are expressly provided in this Note, the Borrower waives demand, presentment for payment, notice of intent to accelerate, notice of acceleration, protest, notice of protest, dishonor and of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note. Without affecting the liability of the Borrower under this Note, the Lender may release any of the Property, grant any indulgence, forbearance or extension of time for payment, or release any other person now or in the future liable for the payment or performance of any obligation under this Note or any of the Loan Documents.

The Borrower further (a) waives any homestead or similar exemption; (b) waives any statute of limitation; (c) agrees that the Lender may, without impairing any future right to insist on strict and timely compliance with the terms of this Note, grant any number of extensions of time for the scheduled payments of any amounts due, and may make any other accommodation with respect to the Indebtedness evidenced by this Note; (d) waives any right to require a marshaling of assets; and (e) to the extent not prohibited by applicable law, waives the benefit of any law or rule of law intended for its advantage or protection as a debtor or providing for its release or discharge from liability under this Note, excepting only the defense of full and complete payment of all amounts due under this Note and the Loan Documents.

11. VARIATION IN PRONOUNS

All the terms and words used in this Note, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of

this Note or any paragraph or clause herein may require, the same as if such word had been fully and properly written in the correct number and gender.

12. **COMMERCIAL LOAN**

The Borrower hereby represents and warrants to the Lender that the Loan was made for commercial or business purposes, and that the funds evidenced by this Note will be used solely in connection with such purposes.

13. **REPLACEMENT OF NOTE**

If this Note is lost or destroyed, the Borrower shall, at the Lender's request, execute and return to the Lender a replacement promissory note identical to this Note, provided the Lender delivers to the Borrower an affidavit to the foregoing effect. Upon delivery of the executed replacement Note, the Lender shall indemnify the Borrower from and against its actual damages suffered as a result of the existence of two Notes evidencing the same obligation. No replacement of this Note under this Section shall result in a novation of the Borrower's obligations under this Note.

14. **GOVERNING LAW**

This Note shall be construed and enforced according to, and governed by, the laws of Nevada without reference to conflicts of laws provisions which, but for this provision, would require the application of the law of any other jurisdiction.

15. **TIME OF ESSENCE**

In the performance of the Borrower's obligations under this Note, time is of the essence.

16. **NO ORAL AGREEMENTS**

THIS NOTE, ANY SECURITY AGREEMENT AND ANY CONFESSION OF JUDGMENT, EMBODY THE FINAL, ENTIRE AGREEMENT OF THE BORROWER AND THE LENDER AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE LOAN AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE BORROWER AND THE LENDER. THERE ARE NO ORAL AGREEMENTS BETWEEN THE BORROWER AND THE LENDER. THE PROVISIONS OF THIS NOTE AND THE OTHER LOAN DOCUMENTS MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE BORROWER AND THE LENDER.

17. **THE PARTIES FURTHER AGREE TO WAIVE ALL PROVISIONS OF CHAPTER 604A OF THE NEVADA REVISED STATUTES AND THE BORROWER SPECIFICALLY WAIVES ANY AND ALL PROTECTIONS, DEFENSES AND CAUSES OF ACTIONS UNDER NRS 604A.010-604A.940 AS AGAINST THE LENDER. THE PARTIES FURTHER AGREE THAT THIS IS**

NOT A CONSUMER LOAN, BUT IS A COMMERCIAL LOAN BETWEEN
EXPERIENCED BUSINESSES AND PARTIES.

IN WITNESS, WHEREOF, the Borrower has caused this Note to be duly executed as of the date
first above written.

SUNSET FURNITURE, INC. a Nevada
corporation

By: [Signature]
Shafik Brown, President

[Signature]
SHAFIK MIRJI

[Signature]
SHAFIK BROWN

CONFIDENTIAL

SECURITY AGREEMENT

This agreement is entered into this 20th day of January, 2017 by and between SUNSET FURNITURE INC., a Nevada corporation and BOULEVARD FURNITURE, INC., a Nevada corporation (collectively hereinafter "Debtor") and TRATA, INC. ("Secured Party"). In consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest and Collateral. In order to secure payment and performance of each and every debt, liability and obligation of every type and description which any Debtor may now or at any time hereafter owe to Secured Party whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it arises under or is evidenced by this Security Agreement (this "Agreement") or any other present or future instrument or agreement or by operation of law, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint, several or joint and several (all such debts, liabilities and obligations and any amendments, extensions, renewals, or replacements thereof are herein collectively referred to as the "Obligation"), the Debtor hereby grants Secured Party a security interest (the "Security Interest") in all of such Debtor's property (the "Collateral"), including without limitation the following:

- (a) Inventory and Goods: All inventory of Debtor, whether now owned or hereafter acquired and wherever located and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or consumed in Debtor's business, and all goods of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation all goods, and all other Inventory and Goods, as each such term may be defined in the Uniform Commercial Code as in effect in the state of Nevada from time to time (the "UCC"), of the Debtor, whether now owned or hereafter acquired;
- (b) Equipment: All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including but not limited to all present and future equipment, machinery, tools, motor vehicles, trade fixtures, furniture, furnishings, office and record keeping equipment and all goods for use in Debtor's business, and all other Equipment (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired, together with all parts, equipment and attachments relating to any of the

foregoing;

- (c) Accounts: Contract Rights and Other Rights to Payment: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, license, assignment or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, license fees, contract rights, loans and obligations receivable and tax refunds, and all other Accounts (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (d) Instruments: All instruments, chattel paper, letters of credit or other documents of Debtor, whether now owned or hereafter acquired, including but not limited to promissory notes, drafts, bills of exchange and trade acceptances; all rights and interests of Debtor, whether now existing or hereafter created or arising, under leases, licenses or other contracts, and all other Instruments (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (e) Deposit Accounts and Investment Property: All right, title and interest of Debtor in all deposit and investment accounts maintained with any bank, savings and loan association, broker, brokerage, or any other financial institution, together with all monies and other property deposited or held therein, including, without limitation, any checking account, savings account, escrow account, savings certificate and margin account, and all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts, and commodity accounts, and all other Deposit Accounts and Investment Property (as each such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;
- (f) General Intangibles: All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, applications for trademarks, customer

lists, permits and franchises, software, and the right to use Debtor's name, and any and all membership interests, governance rights, and financial rights in each and every limited liability company, and all payment intangibles, and all other General Intangibles (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

- (g) Chattel Paper: All Chattel Paper (as such term may be defined in the UCC) of the Debtor, whether tangible or electronic, and whether now owned or hereafter acquired; and
- (h) Documents, Etc.: All of Debtor's rights in promissory notes, documents, letter of credit rights and supporting obligations (and security interests and liens securing them) (as any such term may be defined in the UCC) whether now owned or hereafter acquired; together with all substitutions and replacements for and products of any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions, and repairs, now or hereafter attached or affixed to or used in connection with any such goods, (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods, and (iii) all books and records of Debtor.

2. Representations, Warranties and Agreements. Each Debtor represents, warrants and agrees that:

- (a) Debtor is a Nevada corporation duly organized or incorporated (as applicable), validly existing and in good standing under the laws of the state of Nevada. This Agreement and the other Loan Documents (as defined in the Note defined below) to which Debtor is a party has been duly and validly authorized by all necessary limited liability company or corporate, as the case may be, action. Debtor has full power and authority to execute this Agreement and the other Loan Documents to which it is a party, to perform Debtor's obligations hereunder and thereunder and to subject the Collateral to the Security Interest. Debtor's legal name, jurisdiction of organization or incorporation and organizational identification number is shown in Exhibit A attached hereto. Debtor will give at least 30 days advance written notice to Secured Party of any change in Debtor's name.
- (b) The Collateral will be used primarily for business purposes.
- (c) Debtor's chief place of business is located at the address shown in Exhibit A. Debtor's records concerning its accounts and contract rights are kept at such address. The

Collateral is located at the addresses set forth on Exhibit A. Debtor will give advance notice to Secured Party of any change in Debtor's name, jurisdiction of organization or chief place of business and any change in or addition of any Collateral location or any change in the location of Debtor's records concerning the Collateral.

Debtor has (or will have at the time Debtor acquires rights in Collateral hereafter arising) and will maintain absolute title to each item of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Liens as set forth in that certain Secured Convertible Note, dated as of the date hereof, of Debtor made payable to the order of Secured Party in the original principal amount of \$1,000,000.00 (as amended, modified, supplemented, restated or replaced from time to time, the "Note"), and will defend the Collateral against all claims or demands of all persons other than Secured Party and holders of Permitted Liens.

- (e) Except as otherwise provided in the Note, Debtor will not sell or otherwise transfer or dispose of the Collateral or any interest therein.
- (f) All rights to payment and all instruments, documents, chattel papers and other agreements constituting or evidencing Collateral are (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, setoff or counterclaim (other than those arising in the ordinary course of business) of each account debtor or other obligor named therein or in Debtor's records pertaining thereto as being obligated to pay such obligation. Debtor will not agree to any modification, amendment or cancellation of any such obligation without Secured Party's prior written consent except discounts in the ordinary course of business, and will not subordinate any such right to payment to claims of other creditors of such account debtor or other obligor.
- (g) Debtor will keep all tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof.
- (h) Except as otherwise provided in the Note, Debtor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest.
- (i) Debtor will promptly notify Secured Party of any material loss of or damage to any Collateral or of any adverse change in the prospect of payment of any material sums due

on or under any instrument, chattel paper, account or contract right constituting Collateral.

- (j) Debtor will if Secured Party at any time so requests (whether the request is made before or after the occurrence of an Event of Default), promptly deliver to Secured Party any instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by Debtor to Secured Party.
- (k) Debtor will at all times keep all Collateral insured against risks of fire (including so-called extended coverage), theft, and such other risks and in such amounts as Secured Party may reasonably request, with any loss payable to Secured Party to the extent of its interest.
- (l) Debtor hereby authorizes the filing of such financing statements as Secured Party may deem necessary or useful to be filed in order to perfect the Security Interest and, if any Collateral is covered by a certificate of title, Debtor will from time to time execute such documents as may be required to have the Security Interest properly noted on a certificate of title. In addition, Debtor authorizes Secured Party to file from time to time such financing statements against the Collateral described as "all personal property" or "all assets" or the like as Secured Party deems necessary or useful to perfect the Security Interest (and reaffirms its authorization of the filing of any financing statements filed prior to the date of this Agreement).
- (m) Debtor will pay when due or reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case all attorneys' fees) incurred by Secured Party in connection with the creation, perfection, satisfaction or enforcement of the Security Interest or the execution or creation, continuance, or enforcement of this Agreement or any or all of the Obligations.
- (n) Debtor will take all such actions as Secured Party may reasonably request to permit the Secured Party to establish and perfect the Security Interest in all jurisdictions Secured Party deems necessary. Without in any way limiting the generality of the foregoing, Debtor will execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Party's rights under this Agreement.

- (o) Debtor will not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.
- (p) Debtor will not permit any tangible Collateral to be located in any state (and, if a county filing is required, in any county) in which a financing statement covering such Collateral is required to be, but has not in fact been, filed.

If Debtor at any time fails to perform or observe any of the foregoing agreements, immediately upon the occurrence of such failure, without notice or lapse of time, Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the procurement of repairs, transportation or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable to any of the Obligations. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor.

3. Account Verification and Collection Rights of Secured Party. Secured Party shall have the right (after the occurrence of an Event of Default) to verify any accounts in the name of Debtor or in Secured Party's own name; and Debtor, whenever requested, shall furnish Secured Party with duplicate statements of the accounts, which statements may be mailed or delivered by Secured Party. Secured Party may at any time (after the occurrence of an Event of Default) notify any account debtor or any other person obligated to pay any amount due, that such chattel paper, account or other right to payment has been assigned or transferred to Secured

Party for security and shall be paid directly to Secured Party. If Secured Party so requests at any time (after the occurrence of an Event of Default), Debtor will so notify such account debtors and other obligors, in writing and will indicate on all invoices to such account debtors or other obligors that the amount due is payable directly to Secured Party. At any time after Secured Party or Debtor gives such notice to an account debtor or other obligor, Secured Party may (but need not), in Secured Party's own name or in Debtor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account or other right to payment, or grant, any extension to, make any compromise, or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any such account debtor or other obligor.

4. Assignment of Insurance. Debtor hereby assigns to Secured Party, as additional security for the payment of the Obligations, any and all moneys (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Debtor under or with respect to, any and all policies of insurance covering the Collateral, and Debtor hereby directs the issuer of any such policy to pay any such moneys directly to Secured Party. Both before and after the occurrence of an Event of Default, Secured Party may (but need not) in Secured Party's own name or in Debtor's name, execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy.

5. Right to Offset. Nothing in this Agreement shall be deemed a waiver or prohibition of Secured Party's right of offset, or counterclaim, which right Debtor hereby grants to Secured Party.

6. Events of Default. The occurrence of any Event of Default, as defined in the Note, shall constitute an Event of Default hereunder.

7. Remedies Upon Event of Default. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the written satisfaction of Secured Party, Secured Party may exercise any one or more of the rights or remedies set forth in the Note. All rights and remedies of Secured Party shall be cumulative and maybe exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

8. Other Personal Property. If at the time Secured Party takes possession of any

tangible Collateral, any goods, papers or other properties of Debtor, not affixed to or constituting a part of such Collateral, are located or to be found upon or within such Collateral, Debtor agrees to notify Secured Party in writing of that fact, describing the property so located or to be found, within 7 calendar days after the date on which Secured Party took possession. Unless and until Secured Party receives such notice from Debtor, Secured Party shall not be responsible or liable to Debtor for any action taken or omitted by or on behalf of Secured Party with respect to such property without actual knowledge of the existence of any such property or without actual knowledge of the fact that it was located or to be found upon such Collateral.

9. Amendment; Waivers. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party and Debtor. A waiver shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies.

10. Notices. All notices to be given to Debtor shall be deemed sufficiently given if mailed by registered or certified mail, postage prepaid, or delivered to Debtor at Debtor's address set forth on Exhibit A or at the most recent address shown on Secured Party's records.

11. Miscellaneous. Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall use reasonable efforts to preserve any rights Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective representatives, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. This Agreement shall be governed by the internal laws of the State of Wisconsin, without giving effect to the principles of conflicts of laws.

12. Joint and Several Liability. BY SIGNING THIS AGREEMENT, EACH DEBTOR AGREES THAT THE COLLATERAL PLEDGED BY IT SECURES THE PAYMENT OF ALL OBLIGATIONS, AND THAT THE SECURED PARTY CAN ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER AGAINST ANY ONE OR MORE OF THE

DEBTORS, IN THE SECURED PARTY'S SOLE AND UNLIMITED DISCRETION. Without in any way limiting the generality of the foregoing, each Debtor acknowledges and agrees that the Secured Party may at any time and from time to time, without the consent of, or notice to, any Debtor, without incurring responsibility to any Debtor, and without affecting, impairing or releasing any of the obligations of any Debtor hereunder:

- (a) sell, exchange, surrender, realize upon, release (with or without consideration) or otherwise deal with in any manner and in any order any property of any Debtor securing the Obligations;
- (b) exercise or refrain from exercising any rights against any Debtor, or otherwise act or refrain from acting;
- (c) fail to set off and/or release, in whole or in part, any balance of any account or any credit on its books in favor of any Debtor, or of any other person, and extend credit in any manner whatsoever to any Debtor, and generally deal with any Debtor and any of its property in any manner as the Secured Party may see fit and/or
- (d) consent to or waive any breach of, or any act, omission or default under, this Agreement or any other agreement, by any one or more Debtors.

13. No Release. Until all of the Obligations have been paid in full, the obligations of any Debtor hereunder shall not be released, in whole or in part, by any action or thing (other than irrevocable payment in full) which might, but for this provision of this Agreement, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of the Secured Party or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted by the Secured Party whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of, any Debtor, nor shall any release of any security for any of the Obligations by operation of law or by the action of any third party affect in any way the obligations of any Debtor hereunder, and each Debtor hereby expressly waives and surrenders any defense to its liability hereunder based upon any of the foregoing acts, omissions, things, agreements, or waivers of any of them.

14. Actions Not Required. Each Debtor hereby waives any and all right to cause a marshalling of any other Debtor's assets or any other action by any court or other governmental body with respect thereto insofar as the rights of the Secured Party hereunder are concerned or to

cause the Secured Party to proceed against any security for the Obligations or any other recourse which the Secured Party may have with respect thereto, and further waives any and all requirements that the Secured Party institute any action or proceeding at law or in equity against any other Debtor or anyone else, or with respect to this Agreement, or any of the Collateral, as a condition precedent to making demand on, or bringing an action or obtaining and/or enforcing a judgment against, any Debtor. Each Debtor further waives any requirement that the Secured Party seek performance by any other Debtor or any other person, of any obligation under this Agreement or any other agreement as a condition precedent to making a demand on, or bringing an action or obtaining and/or enforcing a judgment against, any Debtor. No Debtor shall have any right of setoff against the Secured Party with respect to any of its obligations hereunder. Any remedy or right hereby granted which shall be found to be unenforceable as to any person or under any circumstance, for any reason, shall in no way limit or prevent the enforcement of such remedy or right as to any other person or circumstance, nor shall such unenforceability limit or prevent enforcement of any other remedy or right hereby granted.

15. A Debtor's Bankruptcy. Each Debtor expressly agrees that its liability and obligations under this Agreement shall not in any way be affected by the institution by or against any other Debtor or any other person or entity of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for the relief of debtors, or any action taken or not taken by the Secured Party in connection therewith, and that any discharge of any Debtor pursuant to any such bankruptcy or similar law or other laws shall not discharge or otherwise affect in any way the obligations of any other Debtor under this Agreement or with respect to the Obligations, and that upon or at any time after the institution of any of the above actions, at the Secured Party's sole discretion, the Debtors' joint and several obligations shall be enforceable against any Debtor that is not itself the subject of such proceedings. Each Debtor expressly waives any right to argue that the Secured Party's enforcement of any remedies against that Debtor is stayed by reason of the pendency of any such proceedings against any other Debtor.

16. Consent to Jurisdiction, Waiver. DEBTOR SUBMITS AND CONSENTS TO PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEVADA FOR THE ENFORCEMENT OF THIS AGREEMENT AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE OR THE UNITED STATES OF AMERICA TO OBJECT TO JURISDICTION IN THE STATE OF NEVADA. AT THE ELECTION OF SECURED PARTY, LITIGATION MAY BE COMMENCED IN ANY STATE COURT OF GENERAL JURISDICTION FOR THE STATE OF NEVADA OR ANY UNITED STATES DISTRICT COURT LOCATED IN NEVADA. NOTHING CONTAINED HEREIN SHALL

PREVENT SECURED PARTY FROM BRINGING ANY ACTION AGAINST DEBTOR OR EXERCISING ANY RIGHTS AGAINST ANY SECURITY GIVEN TO SECURED PARTY. OR AGAINST DEBTOR PERSONALLY. OR AGAINST ANY PROPERTY OF DEBTOR. WITHIN ANY OTHER STATE. COMMENCEMENT OF ANY SUCH ACTION OR PROCEEDING IN ANY OTHER STATE SHALL NOT CONSTITUTE A WAIVER OF CONSENT TO JURISDICTION OR A WAIVER OF THE SUBMISSION MADE BY DEBTOR TO PERSONAL JURISDICTION WITHIN THE STATE OF NEVADA. DEBTOR WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH DEBTOR IS INVOLVED DIRECTLY OR INDIRECTLY AND ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER. AND WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE OF THIS AGREEMENT.

THE PARTIES have executed this Security Agreement the day and year first above written.

DEBTOR:

SECURED CREDITOR:

SUNSET FURNITURE, INC.

TRATA, INC.

By: [Signature]

By: [Signature]

Its: [Signature]

Its: President

BOULEVARD FURNITURE, INC.

By: [Signature]

Its: [Signature]

EXHIBIT “6”
Memorandum of Understanding

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.

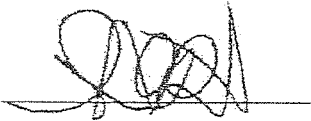
Melvin Anderson introduction fee: It is agreed that Anderson will be paid a flat fee of \$30,000 from FF4 over a six-month period in equal monthly payments of \$5,000 starting June 15, 2017 through December 15, 2017.

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.

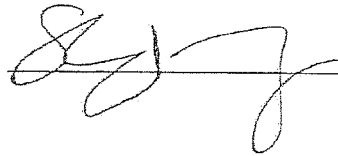
This document shall be available to Sharda or Anderson should a default of any kind occur on the part of Hirji/Brown. In the event of a default, Hirji/Brown will be liable for all legal expenses and fees.

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 'SB', written over a horizontal line.

SHAFIK HIRJI

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

SHAFIK BROWN

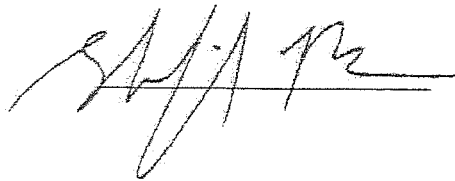
A handwritten signature in black ink, appearing to be 'SB', written over a horizontal line.

EXHIBIT “7”

Checks to Barket

BOULEVARD FURNITURE INC
DBA BOULEVARD FURNITURE
3500 S MARYLAND PKWY STE 171
LAS VEGAS, NV 89169

1792
86.72/1274 NV
61301

DATE 11/07/2016

PAY TO THE ORDER OF Steven Barket \$ 10,000.00
Ten Thousand ⁰⁰/₁₀₀ DOLLARS

Bank of America
ATM RT 122400724

FOR _____

⑈006792⑈ ⑈122400724⑈ 501015012265⑈

Seq: 111
Batch: 233205
Date: 11/07/16

11/07/2016 17:09
Entity NWV CC 0006774 Tlr 00008
Account 501015012265
R/TN 540680133
Official Check Sale
DRL HV*****

⑈006792⑈ ⑈122400724⑈ 501015012265⑈

11/07/2016 17:09
Entity NWV CC 0006774 Tlr 00008
Account 501015012265
R/TN 540680133
Official Check Sale
DRL HV*****

⑈006792⑈ ⑈122400724⑈ 501015012265⑈

W1052
OK

FURNITURE FUSION LLC
8020 S RAINBOW BLVD STE 100- (464)
LAS VEGAS, NV 89139

1055
06/12/1776 NV
1687

DATE 11/2/16

PAY TO THE ORDER OF Steven Barket \$ 15,000.00
Fifteen thousand + $\frac{00}{100}$ DOLLARS

Bank of America
A/C # 123456789

FOR _____

⑈001055⑈ ⑈122400724⑈ 501017630404⑈

Seq: 6
Batch: 725703
Date: 11/23/16

Bank of America, N.A.
Or Money Order #

Exchanged for Cash for \$3994
11/2/16 11/2/16

02/20
00:00:00

CNC BANK
Official Check Sale
R/7N 540880133
ACCOUNT 501017630404
ENTRY R/W CC 0006774 11/00006
11/23/2016 14:53
Trans 00139

Seq: 000000-11/23/16
BAT: 725703 CC: 3360006774
WT: 67 LPS: Dollar PT
RC: Green Valley/Pebble RC NVI-188

30


Check Number:
 Date Posted:
 01/25/2017
 Check Amount:
 60,000.00

84-7074/3212 6278

Date 1/20/17

PAY to the order of Steve Barket \$ 60,000.⁰⁰/₁₀₀

Sixty thousand + ⁰⁰/₁₀₀ Dollars

 Wells Fargo Bank, N.A.
 Member FDIC

For [Signature]

⑆321270742⑆ 8823156073⑈

1183891860

1981686811

SHAL

9007406

Office AU #

11-24

1210(g)

Remitter: SHAFIK BROWN
Purchaser: SHAFIK BROWN
Purchaser Account: 2842215747
Operator I.D.: u487056
Funding Source: Paper Items(s)

reno0918

PAY TO THE ORDER OF

***REPRESENTRY ***

CASHIER'S CHECK

SERIAL #: 0740603088
ACCOUNT#: 4861-511970

February 02, 2017

Five thousand dollars and no cents

\$5,000.00

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
900 N GREEN VALLEY PKWY
HENDERSON, NV 89074
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE. AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A
FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 5,000.00

NON-NEGOTIABLE

Purchaser Copy

FB004

M+203 60272955

WELLS FARGO

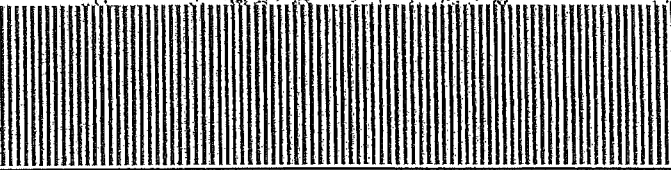
Check Details

Check Number 5006
 Date Posted 02/07/17
 Check Amount \$150,000.00

WELLS FARGO BANK
 WARM SPRINGS & RAINBOW 7255 S RAINBOW BLVD LAS VEGAS, NV 89118
 DATE 2/12/17 5006
 94-707473212

PAY TO THE ORDER OF Rep. Sentries \$ 150,000.00
One hundred fifty thousand ⁰⁰/₁₀₀ DOLLARS

SUNSET FURNITURE, INC.
 1431 W SUNSET RD
 HENDERSON NV 89014-8811




1185444814

THE FOLLOWING SECURITY FEATURES ARE LOCATED ON THE BACK OF THIS CHECK:
 - Microprint: Microprint around the perimeter of the back of the check.
 - Watermark: A watermark of the words "WELLS FARGO" is visible when held up to the light.
 - Security Thread: A security thread is embedded in the paper of the check.
 - Color Shift Ink: The ink on the back of the check changes color when viewed from different angles.
 - UV Ink: The ink on the back of the check glows under ultraviolet light.

*Note

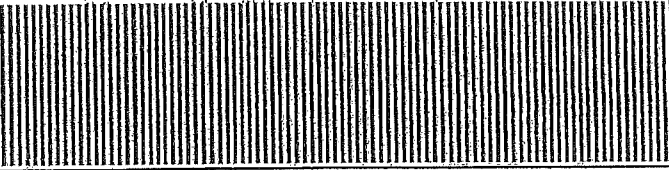
The account number, signature, and endorsement are removed from the image(s) for security reasons. To obtain a full copy of the image, please call us at 1-800-TO-WELLS (1-800-869-3557), 24 hours, 7 days a week.

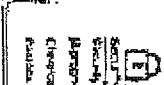
 Equal Housing Lender

WELLS FARGO

Check Details

Check Number 5040
 Date Posted 02/24/17
 Check Amount \$4,000.00

WELLS FARGO BANK		5040
WARM SPRINGS & RAINBOW 7255 S RAINBOW BLVD LAS VEGAS, NV 89118		04-70743212
DATE <u>2/24/17</u>		
PAY TO THE ORDER OF <u>Steve Barket</u>	\$ <u>4000.⁰⁰/₁₀₀</u>	
<u>Four thousand + ⁰⁰/₁₀₀</u>		DOLLARS
SUNSET FURNITURE, INC 1451 W SUNSET RD HENDERSON NV 89014-6011		
		

 1184359351	1184359351
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*Note

The account number, signature, and endorsement are removed from the image(s) for security reasons. To obtain a full copy of the image, please call us at 1-800-TO-WELLS (1-800-869-3557), 24 hours, 7 days a week.


 Equal Housing Lender

EXHIBIT “8”
Declaration of Shafik Hirji

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