

IN THE SUPREME COURT OF THE STATE OF NEVADA

| | | |
|-----------------------------------|---|-------------------------------------|
| NAVNEET SHARDA, an individual; |) | Electronically Filed |
| TRATA INC., a Nevada corporation, |) | Aug 02 2021 05:35 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. IV of XI)
(JA000643-JA000875)

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SHAFIK BROWN and FURNITURE
BOUTIQUE

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| 7 | 9/5/2017 | Answer to Amended Complaint | I | JA000068- JA000088 |
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| 7 | 9/5/2017 | Hirji Answer to Amended Complaint | I | JA000068- JA000088 |
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| 22 | 10/14/2020 | Confession of Judgment (Shafik Hirji) | VI | JA001120-JA001135 |
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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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and FURNITURE BOUTIQUE

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

DOCUMENT “15”

DOCUMENT “15”



1 APPX
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3 DANIEL MARKS, ESQ.
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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.

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

19 Counterclaimants,

20 vs.

21 STEVEN BARKET, an individual,

22 Counterdefendant.

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

25 Counter-Claimants,

26 vs.

27 STEVEN BARKET, an individual,

28 Counter-Defendant.

Date of Hearing:
Time of Hearing:

**Appendices for Defendants' Motion
to Dismiss Plaintiffs' Complaint with
Prejudice and for Related Relief**
(Volume VI 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 VI 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:

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EXHIBIT TITLE DESCRIPTION

DOC. NOS.

VOLUME VII

37 Danielina v. American Airlines, Inc. 12/1/00

40 Description of Medical Injuries 12/1/00

DATED this 20 day of July, 2020.

LAW OFFICE OF DANIEL MARKS



DANIEL MARKS, ESQ.
Nevada State Bar No. 0029013
TELEPHONE: 702.461.1300
Nevada State Bar No. 0120000
100 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 20th day of July, 2020, pursuant to EDRP 5.1(a) and Administrative Order 102, I electronically

transmitted a (true and correct) copy of the above and accompanying DEFENDANTS' MOTION TO
APPENDICES VOLUME VI 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 pursuant to Rule 8, Server Form to the

following:

Christie Ramona, Esq.,
175 E. Warm Springs Road, Ste. 104
Las Vegas, Nevada 89119
Attorney for Plaintiffs

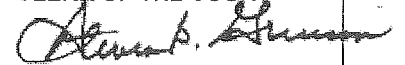
Harold P. Tewerle, Esq.,
HAROLD P. TEWERLE, INC., LTD.,
Attorney for Defendants, Nevada State Bar No. 0029013



An employee of the
LAW OFFICE OF DANIEL MARKS

EXHIBIT “38”

Opposition to Plaintiff’s Motion to Enforce the
Settlement Agreement and Motion to Amend
Prior Judgment



1 **OPP**

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6 Las Vegas, NV 89104
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10 *Attorneys for Defendant*
11 *Navneet N. Sharda*

12 **EIGHTH JUDICIAL DISTRICT**
13 **CLARK COUNTY, NEVADA**

14 GORDON SILVER, a Nevada professional
15 corporation,

16 Plaintiff,

17 v.

18 NAVNEET N. SHARDA,

19 Defendant.

C: A-15-712697-C

DEPT. NO.: XVI

DATE OF HEARING: February 25, 2020

HEARING TIME: 9:00 a.m.

20 **OPPOSITION TO [STEVEN BARKET]'S MOTION TO ENFORCE SETTLEMENT**
21 **AGREEMENT AND MOTION TO AMEND PRIOR JUDGMENT**

22 COMES NOW Defendant, Navneet N. Sharda (hereinafter "Sharda") by and through his attorney
23 of record, HAROLD P. GEWERTER, ESQ., of HARDOLD P. GEWERTER, ESQ., LTD, and hereby files
24 his Opposition to [Steven Barket]'s Motion to Enforce Settlement Agreement and Motion to Amend Prior
25 Judgment.
26
27
28

1 The instant Opposition is made and based upon the following Memorandum of Points and
2 Authorities, the Exhibit(s) attached hereto, all pleadings and papers on file herein, and any oral arguments
3 to be heard by the Court.

4 Dated this 5th day of February, 2020.

5 Respectfully Submitted,

6
7 /s/ Harold P. Gewerter, Esq.
8 HAROLD P. GEWERTER, ESQ.
9 Nevada Bar No. 499
10 HAROLD P. GEWERTER, ESQ., LTD.
11 1212 S. Casino Center Blvd.
12 Las Vegas, NV 89104
13 Phone: (702) 382-1714
14 Fax: (702) 382-1759
15 *Attorneys for Defendant*
16 *Navneet N. Sharda*

17 MEMORANDUM OF POINTS AND AUTHORITIES

18 I. Introduction

19 Steven Barket's (hereinafter "Barket") Motion is filed with the sole purpose of harassing Defendant
20 and is filed on the heels of his obtaining an Order Allowing Examination of Judgment Debtor and Writ of
21 Garnishment against Defendant- **both by fraudulent means**. *See generally*, Defendant's Motion to Quash
22 Order Allowing Examination of Judgment Debtors and Writ of Execution, filed January 29, 2019. **Exhibit**
23 **A.** Barket and his attorney continue their use of half-truths, mistruths, and lack of candor towards this
24 Court in their instant Motion. As will be explained herein, Barket's Motion should be summarily denied
25 as frivolous and Defendant should be awarded sanctions in the form of attorney's fees and costs.

26 II. Statement of Facts

27 On September 8, 2015, a Default Judgment was entered by this Court against Defendant Sharda in
28 favor of Plaintiff, Gordon Silver. **Exhibit B.** Said Judgment was for a monetary amount only, totaling
\$59,242.52, plus future interest. *Id.* Following the entry of the Judgment, Plaintiff assigned all of its

1 rights to collect upon said judgment to Barket. Thereafter, on July 29, 2017, Barket and Sharda entered
2 into a "Settlement Agreement" whereby Sharda would pay Barket the sum of the Gordon Silver Default
3 Judgment, plus two years of accrued interest, which totaled \$114,764.24. Said Agreement also provided
4 that Sharda would assign certain promissory notes totaling \$1,500,000.00 to Barket. Two days later,
5 Sharda paid Barket the sum of \$114,765.24, which represented payment in full of the Gordon Silver Default
6 Judgment, which as noted had been assigned to Barket. Exhibit C. On October 13, 2017, Sharda assigned
7 two promissory notes to Barket totaling \$2,116,564.50. Exhibit D.

9 Barket's "Brief Statement of Facts" demonstrates a gross lack of candor to the Court. Barket's
10 Motion, pages 2-6. Further, Barket's Motion purposefully attempts to hide from this Court the above stated
11 facts, particularly the fact that Sharda has **fully satisfied Gordon Silver judgment**. Barket first claims
12 that "no satisfaction of judgment has been filed" as an attempt to insinuate that Sharda has not paid the
13 Gordon Silver judgment. Barket's Motion, page 2. Not only is this an attempt to deceive the Court, but as
14 Barket well knows, per the Settlement Agreement which he is trying to enforce **he agreed to file a**
15 **satisfaction of judgment** once said judgment was paid. He has not. Already, Barket is coming before this
16 Court with unclean hands.

19 Barket next claims that Sharda is in violation of the Settlement Agreement because he would not
20 allow Barket to dismiss Sharda, and co-defendant Trata, Inc. in Case No. A-17-756274-C. Barket's
21 Motion, pages 3-5. This allegation is as ridiculous as it sounds. Without citing the confidential Settlement
22 Agreement, the Court will note that the Agreement on page 3, ¶ iv, provides that Barket will dismiss Sharda
23 from said case after Sharda pays Barket \$114,765.24 in satisfaction of the Gordon Silver judgment and
24 signs over to Barket roughly \$1.5 million in promissory notes. Yet Barket's Motion states that he
25 "attempted" to dismiss Sharda from Case No. A-17-756274-C but could not because Sharda's former
26 counsel would not agree to a stipulation which attempted to bootstrap changes to the Settlement Agreement.
27 Barket's Motion, pages 5-6. As Barket and his counsel are aware, no stipulation of the defendant is required
28

1 for a plaintiff to seek a court order to withdraw its complaint. NRCP 41(a)(2). As such, if Barket actually
2 wanted to have complied with the terms of the Settlement Agreement and dismissed Sharda from Case No.
3 A-17-756274-C he would have already done so.

4 Barket also claims that Sharda has breached the Settlement Agreement because he has failed to
5 withdraw the Counterclaim against him which was filed by Sharda and Trata, Inc. in Case No. A-17-
6 756274-C. Barket's Motion, pages 4-5. Again directing the Court to the Settlement Agreement on page
7 3, ¶ iv, there is no agreement between the parties stating that Sharda and Trata, Inc. would dismiss their
8 Counterclaim against Barket in Case No. A-17-756274-C. Barket's Motion **admits** that he tried to later
9 get Sharda to stipulate to same, which in effect would amend the Settlement Agreement. Barket's Motion,
10 pages 4-5. Sharda refused to enter into a further agreement or modification of the Settlement Agreement
11 requiring that Barket be dismissed from the Counterclaim in Case No. A-17-756274-C, and as such, Sharda
12 is not in breach of the Settlement Agreement.
13
14

15 Barket's "Brief Statement of Facts" further falsely implies that Sharda has failed to assign
16 "\$1,500,000 in confessions of judgment and promissory notes" to Barket, and that "[if] Sharda is unwilling
17 to assign the confessions of judgments and promissory notes" the amount of the (fully satisfied) Gordon
18 Silver judgment should be increased. Barket's Motion, page 6. Again, Barket and his counsel are simply
19 lying to this Court. As they well know, on October 13, 2017, Sharda assigned two such promissory notes
20 to Barket totaling \$2,116,564.50. **Exhibit D.** Again, Barket is seeking to enforce a Settlement Agreement
21 which has already been fully performed, at least by Sharda.
22
23

24 Finally, Barket states that Sharda attempted to set aside the Gordon Silver Judgment and that
25 Barket's attorneys, including Mr. Barnabi, are now owed thousands of dollars in allegedly earned attorney's
26 fees. Barket's Motion, page 6. **It is true that Sharda attempted to set aside the Gordon Silver Judgment**
27 **after he had satisfied the judgment in full by paying Barket \$114,765.24 on July 31, 2017 and further**
28 **assigned \$2,116,564.50 in promissory notes to Barket. Exhibit C; Exhibit D. See Motion to Set Aside**

1 Default Judgment on an Order Shortening Time, filed October 31, 2017. As Barket and his counsel are
2 aware, Sharda filed said Motion to Set Aside because **Barket and his attorneys were seeking and**
3 **continue to seek to collect upon the Settlement Agreement which has already been satisfied.** For
4 example, *see* January 8, 2020 Writ of Execution and January 10, 2020, Order Allowing Examination of
5 Judgment Debtors which were recently obtained by Barket and his counsel.
6

7 III. Legal Authorities and Argument

8 a) Motions to enforce, generally

9 “Because a settlement agreement is a contract, its construction and enforcement are governed by
10 principles of contract law. Basic contract principles require, for an enforceable contract, an offer and
11 acceptance, meeting of the minds, and consideration.” *May v. Anderson*, 121 Nev. 668, 119 P. 3d 1254
12 (2005). (Internal citations omitted). “In the case of a settlement agreement, a court cannot compel
13 compliance when material terms remain uncertain. The court must be able to ascertain what is required of
14 the respective parties.” *Id.*
15

16 b) Sharda has satisfied the Settlement Agreement

17 Despite Barket’s attempt at clairvoyance, Sharda does not, and has never, held the opinion that the
18 July 29, 2017 Settlement Agreement is void. The Court can clearly deduce Sharda’s position by the fact
19 that he has fully satisfied the Settlement Agreement as follows:
20

- 21 1) Two days following the execution of the Settlement Agreement, Sharda paid Barket the sum of
22 \$114,765.24 as fully satisfaction of the Gordon Silver Judgment. Settlement Agreement, page
23 2, ¶ i. **Exhibit C.**
- 24 2) On October 13, 2017, Sharda assigned two such promissory notes to Barket totaling
25 \$2,116,564.50. Settlement Agreement, page 2, ¶ ii. **Exhibit D.**
- 26 3) On July 29, 2017, Sharda executed a separate agreement with Barket relating to two collateral
27 judgments. Settlement Agreement, page 4, ¶ v; page 5.
28

1 The only other affirmative obligation to which Sharda agreed in the Settlement Agreement was to pay for
2 the costs of collecting upon the promissory notes which were assigned per the Agreement. Settlement
3 Agreement, page 2, ¶ (3)(1). Barket has never sent Sharda a bill relating to such costs.

4 Clearly, Sharda has complied with the parties' Settlement Agreement. Barket claims that Sharda
5 is in violation of the Settlement Agreement because Sharda refused to sign a stipulation that would dismiss
6 Sharda from Case No. A-17-756274-C. Barket's Motion, pages 3-5; 7. Sharda refused to sign such a
7 stipulation because every proposed stipulation presented to him **also stated** that the Counterclaims against
8 Barket in that case would be dismissed by Sharda and Trata, Inc. Despite Barket's assertions on pages 3-
9 5 and 7 of his Motion, nowhere in the Settlement Agreement did Sharda agree to sign a stipulation which
10 would dismiss the Counterclaims against Barket in Case No. A-17-756274-C. If such language existed,
11 Barket would have referred to it in his Motion. As such, Sharda has not breached the Settlement Agreement
12 by refusing to sign Barket's proposed stipulation.
13

14
15 c) Barket and his counsel should be sanctioned for filing the instant Motion

16 To be blunt, Barket and his counsel, Mr. Barnabi, are on very, very thin ice. They affirmatively
17 represent to this Court that Sharda has not paid Barket the sum of \$114,765.24 in satisfaction of the Gordon
18 Silver judgment, despite evidence to the contrary which is attached hereto. Barket's Motion, page 8.
19 Barket and his counsel further tell this Court that Sharda has not assigned the promissory notes to Barket,
20 again despite evidence to the contrary which is also attached hereto. It is unclear what has motivated Barket
21 and Mr. Barnabi to make knowingly false statements to this Court, other than perhaps to harass Sharda
22 further.
23
24

25 According to NRCP Rule 11(b), an attorney's signature on a pleading certifies:

26 By presenting to the court a pleading, written motion, or other paper — whether by signing,
27 filing, submitting, or later advocating it — an attorney or unrepresented party certifies that
28 to the best of the person's knowledge, information, and belief, formed after an inquiry
reasonable under the circumstances:

1 (1) it is not being presented for any improper purpose, such as to harass, cause
unnecessary delay, or needlessly increase the cost of litigation;

2 (2) the claims, defenses, and other legal contentions are warranted by existing law
or by a nonfrivolous argument for extending, modifying, or reversing existing law or for
3 establishing new law;

4 (3) the factual contentions have evidentiary support or, if specifically so
identified, will likely have evidentiary support after a reasonable opportunity for
5 further investigation or discovery; and

6 (4) the denials of factual contentions are warranted on the evidence or, if
specifically so identified, are reasonably based on belief or a lack of information.

7 (Emphasis added). NRCp 11(c)(1) provides that "[i]f, after notice and a reasonable opportunity to respond,
8 the court determines that Rule 11(b) has been violated, the court may impose an appropriate sanction on
9 any attorney, law firm, or party that violated the rule or is responsible for the violation."

10 In the instant matter, **Exhibit C** (check stub reflecting the payment of \$114,765.24 to Barket) and
11 **Exhibit D** (the assignment of promissory notes to Barket totaling \$2,116,564.50) clearly prove that
12 Barket's current Motion contains knowingly false statements to this Court. The undersigned is at a loss
13 for words as to how, or why, Barket and Mr. Barnabi would knowingly make such reckless and untrue
14 statements, especially since they are so easily disproven. Regardless, sanctions should be imposed upon
15 both Barket and Mr. Barnabi for bringing their frivolous Motion to Enforce before this Court including, at
16 the least, an award of attorney's fees to Sharda.

17 IV. Conclusion

18 Based upon the foregoing, Barket's Motion to Enforce should be DENIED in its entirety.
19 Furthermore, this Court should impose sanctions, including an award of attorney's fees to Sharda, against
20 both Barket and his counsel for bringing their frivolous and dishonest Motion before this Court.
21

22 Dated this 5th day of February, 2020.

23 Respectfully Submitted,

24 /s/ Harold P. Gewerter, Esq.
HAROLD P. GEWERTER, ESQ.
25 Nevada Bar No. 499
HAROLD P. GEWERTER, ESQ., LTD.
26 1212 S. Casino Center Blvd.
Las Vegas, NV 89104
27 Phone: (702) 382-1714
Attorneys for Defendant
28 Navneet N. Sharda

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CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of January, 2020, a true and correct copy of the foregoing
OPPOSITION TO [STEVEN BARKET]'S MOTION TO ENFORCE SETTLEMENT
AGREEMENT AND MOTION TO AMEND PRIOR JUDGMENT was electronically served through
the Court's electronic filing system addressed to the following:

Charles ("CJ") E. Barnabi, Jr., Esq.
The Barnabi Law Firm, PLLC
375 E. Warm Springs Road, Suite 104
Las Vegas, Nevada 89119
cj@barnabilaw.com

/s/ Sonja K. Howard
Sonja K. Howard
An employee of Harold P. Gewerter, Esq., Ltd.

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EXHIBIT A



MOT

HAROLD P. GEWERTER, ESQ.
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Email: harold@gewerterlaw.com
Attorneys for Defendant
Navneet N. Sharda

EIGHTH JUDICIAL DISTRICT
CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional
corporation,

Plaintiff,

v.

NAVNEET N. SHARDA,

Defendant.

C: A-15-712697-C

DEPT. NO.: XVI

ORAL ARGUMENTS REQUESTED

DATE OF HEARING:

HEARING TIME:

MOTION TO QUASH ORDER ALLOWING EXAMINATION OF
JUDGMENT DEBTORS AND WRIT OF EXECUTION

COMES NOW Defendant, Navneet N. Sharda (hereinafter "Sharda") by and through his attorney of record, HAROLD P. GEWERTER, ESQ., of HAROLD P. GEWERTER, ESQ., LTD, and hereby files his Motion to Quash Order Allowing Examination of Judgment Debtors and Writ of Execution.

The instant Motion is made and based upon the following Memorandum of Points and Authorities, the Declaration of Harold P. Gewerter, the Exhibit(s) attached hereto, all pleadings and papers on file

1 herein, and any oral arguments to be heard by the Court.

2 Dated this 29th day of January, 2020,

3 Respectfully Submitted,

4
5 /s/ Harold P. Gewerter

6 HAROLD P. GEWERTER, ESQ.

7 Nevada Bar No. 499

8 HAROLD P. GEWERTER, ESQ., LTD.

9 1212 S. Casino Center Blvd.

10 Las Vegas, NV 89104

11 Phone: (702) 382-1714

12 Fax: (702) 382-1759

13 *Attorneys for Defendant*

14 *Navneet N. Sharda*

Declaration of Harold P. Gewerter, Esq.

Harold P. Gewerter, Esq., and under penalty of perjury per the laws of the State of Nevada, and does hereby state:

1) That I am duly licensed to practice law in the State of Nevada.

2) That in the instant matter I am the Attorney of Record on behalf of Defendant, Navneet N. Sharda.

3) That on September 8, 2015, a Default Judgment was entered by this Court against Defendant Sharda in favor of Plaintiff, Gordon Silver. **Exhibit A.**

4) That said Judgment was for a monetary amount totaling \$59,242.52, plus future interest. *Id.*

5) That following the entry of the Judgment, Plaintiff assigned all of its rights to collect upon said judgment to Steven Barket (hereinafter "Barket").

6) That on July 29, 2017, Barket and Sharda entered into a "Settlement Agreement" whereby Sharda would pay Barket the sum of the Gordon Silver Default Judgment, plus two years of accrued interest, which totaled \$114,764.24. Said Agreement also settled other matters in dispute between Barket and Sharda. The Settlement Agreement was designated "Confidential – Not To Be Filed" by Sharda and Barket, and as such, is not included as an Exhibit to the attached Motion.

7) That on July 31, 2017, Sharda paid Barket the sum of \$114,765.24, which represented payment in full of the Gordon Silver Default Judgment, which as noted had been assigned to Barket.

Exhibit B.

8) That thereafter, both Sharda and Barket had a disagreement concerning certain collateral terms of the Settlement Agreement (i.e. terms other than the payment of the Gordon Silver Default Judgment).

9) That on January 10, 2020, Barket obtained an Order Allowing Examination of Judgment Debtors and served a copy of same upon Sharda. **Exhibit C.**

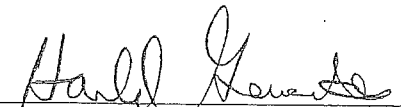
1 10) That Barket's January 7, 2020 Motion seeking the Examination of Judgment Debtor
2 **withheld from the Court and misrepresented** the fact that Sharda had **already satisfied** in full the
3 Gordon Silver Default Judgment. Furthermore, the Examination Order was obtained **without** a good faith
4 effort having been made to settle the dispute with the undersigned, and the Examination of Sharda is
5 intended merely to annoy, embarrass, oppress, and to conduct a fishing expedition as to Sharda's assets.
6 As such, the Order Allowing Examination of Judgment Debtors should be quashed. **Exhibit D.**

8 11) That on January 8, 2020, Barket obtained a Writ of Execution from the Clerk of the Court,
9 directing the Sherriff's Office to collect on the **already paid** Gordon Silver Default Judgment. **Exhibit E.**

10 12) That said Writ of Execution was obtained improperly and in violation of NRS 21.075.

11 13) That prior to filing the instant Motion, I communicated with Barket's counsel, Mr. Barnabi,
12 and respectfully requested that he cancel the Examination of Judgment Debtor and withdraw the Writ of
13 Garnishment. Mr. Barnabi refused both requests, maintaining the absolutely false belief that Sharda had
14 not paid off the Gordon Silver Default Judgment. **Exhibit F**

15
16 Further, your Declarant Sayeth not.

17
18 
19 Harold P. Gewerter, Esq.

1
2
3 MEMORANDUM OF POINTS AND AUTHORITIES

4 I. Statement of Facts

5 On September 8, 2015, a Default Judgment was entered by this Court against Defendant Sharda in
6 favor of Plaintiff, Gordon Silver. **Exhibit A.** Said Judgment was for a monetary amount only, totally
7 \$59,242.52, plus future interest. *Id.*

8 Following the entry of the Judgment, Plaintiff assigned all of its rights to collect upon said judgment
9 to Steven Barket (hereinafter "Barket"). Thereafter, on July 29, 2017, Barket and Sharda entered into a
10 "Settlement Agreement" whereby Sharda would pay Barket the sum of the Gordon Silver Default
11 Judgment, plus two years of accrued interest, which totaled \$114,764.24. Said Agreement also settled
12 other matters in dispute between Barket and Sharda. **Two days later**, Sharda paid Barket the sum of
13 **\$114,765.24**, which represented payment in full of the Gordon Silver Default Judgment, which as noted
14 had been assigned to Barket. **Exhibit B.**

15 Following the payment in full of the Gordon Silver Default Judgment to Barket, he and Sharda
16 began having disagreements concerning certain collateral terms of the Settlement Agreement (i.e. terms
17 **other** than the payment of the Gordon Silver Default Judgment).

18 On January 10, 2020, Barket obtained an Order Allowing Examination of Judgment Debtors and
19 served a copy of same upon Sharda. **Exhibit C.** Barket's Motion for said Examination, filed on January
20 7, 2020 showed a deliberate lack of candor to the Court because it withheld and misrepresented the fact
21 that Sharda had already satisfied in full the Gordon Silver Default Judgment. Furthermore, the Examination
22 Order was obtained without a good faith effort having been made to settle the dispute with the undersigned.
23 Finally, the Examination of Sharda is intended merely to annoy, embarrass, oppress, and to conduct a
24 "fishing expedition" as to Sharda's assets. **Exhibit D.** As such, the Order Allowing Examination of
25 Judgment Debtors should be quashed.
26
27
28

1 Contemporaneous to obtaining his fraudulent Order Allowing Examination of Judgment Debtors
2 on January 8, 2020, Barket obtained a Writ of Execution from the Clerk of the Court, directing the Sherriff's
3 Office to collect on the already paid Gordon Silver Default Judgment. Exhibit E. As will be explained
4 below, said Writ of Execution was obtained improperly and in violation of NRS 21.075.

5 To reiterate - the **only judgment** in this matter is the September 8, 2015 Default Judgment to
6 Gordon Silver against Sharda. Furthermore, said Judgment was for **money damages only**. And finally,
7 said Judgment has been paid in full by Sharda, and was paid directly to Barket.

8 During the unsuccessful attempts to solve this matter with Mr. Barnabi without Court intervention,
9 Mr. Barnabi obstinately maintained that Barket **had not** satisfied the Gordon Silver Default Judgment.
10 Since Mr. Barnabi refused to let go of his untenable position, the undersigned demanded that Barket return
11 the \$114,765.24 which he received from Sharda since – according to Mr. Barnabi – said sum was not
12 applied to the payment of the Default Judgment. Unfortunately, Mr. Barnabi refused to state what other
13 alleged debt said monies were applied and he further refused to return same.

14 II. Legal Authorities and Arguments

15 a) The Examination of Judgment Debtor's must be quashed

16 Under NRCP 45, "a party may move the court to quash or modify a subpoena if it is unreasonable
17 or oppressive." *Humana, Inc. v. Eighth Judicial District Court*, 110 Nev. 121, 867 P.2d 1147 (1994). *See*
18 *also Premium Service Corp. v. Sperry and Hutchinson Co.*, 511 F.2d 225 (9th Cir. 1975) ("A district court
19 may quash a subpoena duces tecum, the results of which it finds unreasonable and oppressive.").

20 In the instant matter, Barket's Order Allowing Examination of Judgment Debtors should be
21 summarily quashed. As stated herein, and as Barket fails to inform the Court, the Gordon Silver Default
22 Judgment was satisfied in full on July 31, 2017. Exhibit B. Barket has no argument that said Judgment
23 was not paid, nor does he have any reason for subjecting Sharda to a Judgment Debtor Examination.
24 Barket's sole motivation for wanting to depose Sharda (as a judgment debtor) is to try to find Sharda's

1 assets so that he can go after them in future frivolous matters, and otherwise to harass, oppress, and
2 needlessly waste Sharda's time. As such, the Order should be quashed.

3 b) The Writ of Execution should also be quashed

4 In order to properly obtain a writ of execution:

5 The writ of execution must be issued in the name of the State of Nevada, sealed with the
6 seal of the court, and subscribed by the clerk, and must be directed to the sheriff; and **must**
7 **intelligibly refer to the judgment, stating the court, the county where the judgment roll**
8 **is filed, the names of the parties, the judgment, and if it is for money, the amount**
9 **thereof, and the amount actually due thereon;** and if made payable in a specified kind of
10 money or currency, as provided in NRS 17.120, the writ must also state the kind of money
or currency in which the judgment is payable, and must require the sheriff substantially as
follows...

11 NRS 21.020. (Emphasis added). Barket's Writ commits a fraud upon this Court, the Sheriff's Office, and
12 Sharda. Once again, the Writ fails to acknowledge that Sharda paid Barket the sum of \$114,765.24 on July
13 31, 2017. Secondly, the so-called "amounts to be collected by levy" are fraudulent and fabricated out of
14 whole cloth. Regardless, if Barket now alleges that Sharda actually owed him only \$89,411.90, he owes
15 Sharda a refund in the amount of \$114,764.24. Finally, Barket's Writ fails to attach a copy of the Judgment,
16 which is clearly required by NRS 21.020. As such, the Writ as a whole is fatally flawed both procedurally
17 and factually, and frankly, is entirely inappropriate.

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III. Conclusion

In closing, Barket and his counsel are attempting to execute a massive fraud upon this Court by obtaining his Order Allowing Examination of Judgment Debtor and Writ of Execution through means which are factually untrue and procedurally fraudulent. Simply put, no money is owed by Sharda and Plaintiff and his counsel are both well aware of this.

As such, both the Order and the Writ must be quashed. Sharda also respectfully requests that the Court award him sanctions in the form of attorney's fees and costs and all other relief to which he is entitled.

Dated this 29th day of January, 2020,

Respectfully Submitted,

/s/ Harold P. Gewerter
HAROLD P. GEWERTER, ESQ.
Nevada Bar No. 499
HAROLD P. GEWERTER, ESQ., LTD.
1212 S. Casino Center Blvd.
Las Vegas, NV 89104
Phone: (702) 382-1714
Fax: (702) 382-1759
Attorneys for Defendant
Navneet N. Sharda

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of January, 2020, a true and correct copy of the foregoing
MOTION TO QUASH ORDER ALLOWING EXAMINATION OF JUDGMENT DEBTORS AND
WRIT OF EXECUTION was electronically served through the Court's electronic filing system addressed
to the following:

Charles ("CJ") E. Barnabi, Jr., Esq.
The Barnabi Law Firm, PLLC
375 E. Warm Springs Road, Suite 104
Las Vegas, Nevada 89119
cj@barnabilaw.com

/s/ Sonja K. Howard
Sonja K. Howard
An employee of Harold P. Gewerter, Esq., Ltd.

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EXHIBIT A



CLERK OF THE COURT

1 JUDGE
2 GORDON SILVER
3 MARK S. DZARNOSKI
4 Nevada Bar No. 3398
5 Email: mdzarnoski@gordonsilver.com
6 500 N. Rainbow Blvd., Suite 120
7 Las Vegas, Nevada 89107
8 Tel: (702) 796-5555
9 Fax: (702) 369-2666
10 Attorneys for Plaintiff

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

13 GORDON SILVER, a Nevada professional
14 corporation,

15 Plaintiff,

16 vs.

17 NAVNEET N. SHARDA,

18 Defendant.

CASE NO. A-15-712697-C
DEPT. NO. XVI

19 DEFAULT JUDGMENT

20 Plaintiff, GORDON & SILVER, LTD. ("Plaintiff"), having made an application, upon
21 affidavit with supporting exhibits, for judgment against Defendant NAVNEET SHARDA
22 ("Defendant"), and the Court having made findings supporting issuance of a Default Judgment in
23 its Order Granting Plaintiff's Motion for Default Judgment Pursuant to NRCP 37(d) which is
24 incorporated herein by this reference, and good cause appearing therefore:

25 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment is awarded in
26 favor of Plaintiff and against Defendant, in the principal sum of \$57,396.67, together with
27 interest accruing at the contract rate of 12% per annum.

28 ///

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff is awarded
2 judgment against Defendant in the amount of \$1,464.50 for reasonable attorneys' fees and in the
3 amount of \$381.35 for costs.


4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that post-judgment interest
5 shall accrue from the date of entry of the judgment until paid at the contract rate of 12% per
6 annum.

7 IT IS SO ORDERED this 8th day of September, 2015.

8
9 
10 DISTRICT COURT JUDGE

11 Submitted by:

12 GORDON SILVER

13 
14 MARK S. DEARNOSKI
15 Nevada Bar No. 5398
16 500 N. Rainbow Blvd., Suite 120
17 Las Vegas, Nevada 89107
18 Tel: (702) 796-5555
19 Attorneys for Plaintiff
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EXHIBIT B

CANCER CARE CENTER
Steven Barket

09/30

7/31/2017

114,764.24

Enterprise Bank and T Gordon Silver Judgement

114,764.24

CANCER CARE CENTER

09738

Steven Barket

7/31/2017

114,764.24

Enterprise Bank and T Gordon Silver Judgement

114,764.24



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EXHIBIT C



1 NEO
2 THE BARNABI LAW FIRM, PLLC
3 CHARLES ("CJ") E. BARNABI JR., ESQ.
4 Nevada Bar No. 14477
5 375 E. Warm Springs Road, Ste. 104
6 Las Vegas, NV 89119
7 Email: cj@barnabilaw.com
8 Telephone: (702) 475-8903
9 Facsimile: (702) 966-3718
10 *Attorneys for Plaintiff*

11
12 EIGHTH JUDICIAL DISTRICT COURT
13 CLARK COUNTY, NEVADA

14 GORDON SILVER, a Nevada professional
15 corporation,

16 Plaintiff,

17 vs.

18 NAVNEET N. SHARDA;

19 Defendant.

Case No.: A-15-712697-C
Dept. No.: XVI

20 NOTICE OF ENTRY OF ORDER

21 PLEASE TAKE NOTICE that an Order Allowing Examination of Judgment Debtors, a
22 copy of which is attached hereto, was entered into the above-entitled matter on the 10th day of
23 January, 2020.

24 Dated this 13th day of January 2020.

25 THE BARNABI LAW FIRM, PLLC

26 /s/ CJ Barnabi

27 Charles E. ("CJ") Barnabi Jr.
28 Nevada Bar No.: 14477
375 E. Warm Springs Road, Ste. 104
Las Vegas, NV 89119
Attorneys for Plaintiff

1 CERTIFICATE OF SERVICE

2 I hereby certify that on the 13th day of January 2020, I served a copy of the foregoing
3 document upon each of the parties via Odyssey E-Filing System pursuant to NRCP 5(b)(2)(D)
4 and EDCR 8.05, which have complied with said rules in providing their requested emails
5 addresses for electronic service:
6

7 Charles ("CJ") E. Barnabi Jr. cj@barnabilaw.com
8 Marie Twist marie@flangasbarnabi.com

9 And by United States Mail First Class Postage Pre-Paid:

10 Bryan Naddafi, Esq.
11 Avalon Legal Group, LLC
12 9480 E. Eastern Ave., Ste. 257
13 Las Vegas, NV 89123

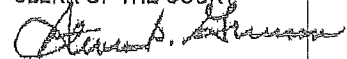
14 Nanveet Sharda
15 1800 Melfi Court
16 Henderson, NV 89012

17 And by Certified Mail Return Receipt Requested through the United States Post Office First
18 Class Postage Pre-Paid:

19 Nanveet Sharda
20 1800 Melfi Court
21 Henderson, NV 89012

22 Dated this 13th day of January 2020.

23 /s/ Marie Twist
24 An employee of The Barnabi Law Firm, PLLC
25
26
27
28



1 **ORDR**
2 **THE BARNABI LAW FIRM, PLLC**
3 **CHARLES ("CJ") E. BARNABI JR., ESQ.**
4 Nevada Bar No. 14477
5 375 E. Warm Springs Road, Ste. 104
6 Las Vegas, NV 89119
7 Email: cj@barnabilaw.com
8 Telephone: (702) 475-8903
9 Facsimile: (702) 966-3718
10 *Attorneys for Plaintiff/Judgment Creditor*

11 **EIGHTH JUDICIAL DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 **GORDON SILVER**, a Nevada professional
14 corporation,

15 Plaintiff/Judgment Creditor,

16 vs.

17 **NAVNEET N. SHARDA;**

18 Defendant/Judgment Debtor.

Case No.: A-15-712697-C

Dept. No.: XVI

19 **ORDER ALLOWING EXAMINATION OF JUDGMENT DEBTORS**

20 This matter having come before this Court pursuant to the EX PARTE APPLICATION
21 FOR EXAMINATION OF JUDGMENT DEBTORS; and the court having reviewed the papers
22 and pleadings on file herein, and good cause appearing:

23 **IT IS HEREBY ORDERED**, that Defendant and Judgment Creditor, Navneet N.
24 Sharda, through his authorized representative or individually, shall appear before a notary
25 public or other some other officer authorized to administer oaths, at The Barnabi Law Firm,
26 PLLC, located at 375 E Warm Springs Rd., Ste 104, Las Vegas, NV 89119, at the following
27 date and time:

| Judgment Debtor | Date | Time |
|-------------------|------------------|-----------|
| Navneet N. Sharda | January 30, 2020 | 1:30 p.m. |

28 to testify under oath concerning their property, and said Judgment Debtors are hereby forbidden

JAN 08 2020

1 in the meantime from disposing of any property not exempt from execution.

2 IT IS FURTHER ORDERED that each Judgment Debtor, produce to Judgment
3 Creditors on or before January 20, 2020, the designated books, documents or tangible things in
4 your possession, custody or control as set forth in Exhibit A, as applicable and attached hereto
5 and incorporated herein by reference.
6

7 YOUR FAILURE TO APPEAR AT THE TIME SET FORTH ABOVE MAY
8 RESULT IN AN ORDER TO SHOW CAUSE TO BE ISSUED TO EXPLAIN YOUR
9 FAILURE TO APPEAR AND DISCLOSE YOUR ASSETS AND REQUESTED
10 INFORMATION.

11 FURTHER, YOUR FAILURE TO APPEAR AT THE TIME AND PLACE
12 STATED ABOVE MAY RESULT IN A BENCH WARRANT BEING ISSUED FOR YOUR
13 ARREST.
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1 IT IS FURTHER ORDERED that this Order shall be served at least 15 days prior to the
2 Examination, by personal service if able and/or mailing the Order by regular mail and certified
3 mail return receipt requested to the Judgment Debtors last known address of 1800 Melfi Court,
4 Las Vegas, NV 89012.

5 DATED this 2^{ETH} day of January 2020.

7 EIGHTH JUDICIAL DISTRICT COURT
8 Clark County, Nevada

9
10 
11 DISTRICT COURT JUDGE

12 Submitted by:
13 THE BARNABI LAW FIRM, PLLC


14 
15 /s/ CJ Barnabi
16 Charles E. ("CJ") Barnabi Jr.
17 Nevada Bar No.: 14477
18 Attorneys for Plaintiff/Judgment Creditor
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EXHIBIT A

As used herein the terms "you" and "yours" shall refer to the individual, agent, employee or anyone else acting on your behalf. "Company" or "companies" shall refer to and include any business entity that You have at least a five percent ownership interest within.

1. Copy of your current driver's license;
2. Copy of your social security card;
3. Copy of current passport and/or VISA documents;
4. Income Tax Returns for the calendar years ending 2016, 2017, 2018 and 2019;
5. Copies of any quarterly estimates of Federal Income Tax filed by You in the last 12 months;
6. Copy of your last three months cellular telephone statements;
7. Copy of your lease agreement or most recent mortgage statement for your current residence;
8. Copy of two current utility bills that show your current residence;
9. Statements for the last 24 months for all accounts at banks or other financial institutions, including checking, savings, investment, cd or other accounts, in which each you have any ownership interest, including accounts for any company;
10. Copies of your pay stubs or statement of earnings for you and your spouse's employment for the last 12 months;
11. All evidence of certificates of stock and bonds or statements that show evidence of stocks and bonds belonging to you or which you have any interest either alone or jointly with any other person for the last year;

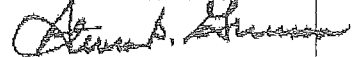
- 1 12. All evidence of any and all notes, contracts, negotiable instruments receivable or
- 2 accounts receivable whether due or not due belonging to you or in which you
- 3 have any interest;
- 4
- 5 13. All titles, deeds or contracts of sale for any real property owned, purchased or
- 6 being purchased or sold, in which You have any interest either alone or jointly
- 7 with any other person for the last year;
- 8
- 9 14. Documents evidencing title or ownership in any property or business in which
- 10 you have any ownership interest;
- 11
- 12 15. A complete list of all items of personal property owned by you whose value
- 13 exceeds \$500, including but not limited to automobiles, boats, household fixtures,
- 14 furnishings and appliances, whether they are paid for or not;
- 15
- 16 16. A copy of the last two years Employer's Quarterly Contribution and Wage Report
- 17 Form NUCS-4072 for the State of Nevada;
- 18
- 19 17. Copy of your company's most recent filing of your Modified Business Tax Return
- 20 for Nevada Department of Taxation;
- 21
- 22 18. All documents and instruments relating to the capital structure of the Company;
- 23
- 24 19. List of all shareholders in each class of capital stock of the Company and the
- 25 percentage of capital stock of the Company owned by each such shareholder,
- 26 including all outstanding options or warrants to purchase capital stock of the
- 27 Company;
- 28
20. Stock certificate books, ledgers or other appropriate stock records of the
- Company;
21. Copies of all warrants, options, calls, commitments, rights (including stock option
- and employee stock purchase or ownership plans or similar plans) relating to

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- securities of the Company, including any redemption or repurchase agreements related thereto;
22. All agreements pertaining to the ownership of, or voting rights pertaining to, capital stock of the Company, including any agreements between the Company and any of its stockholders and any agreements under which any person has registration or preemptive rights;
23. List of all software, trademarks, trade names or other intellectual property rights (trade secrets, formulas, shop rights, service marks, copyrights, inventions, know-how and technical information) owned by you or the company showing for each the registration number, date of registration, registrant and use;
24. Copies of any insurance policies on which you are the owner or beneficiary;
25. Copies of any trusts in which you are a beneficiary;
26. Copies of Articles of Organization or Incorporation for any limited liability companies, limited partnerships, corporations or other artificial entity in which you have a five percent share/membership interest, or more; and
27. Copies of any complaint, counterclaims or other similar filings submitted to a Court of law, in which you are currently seeking compensation.

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EXHIBIT D



1 EXAP
2 THE BARNABI LAW FIRM, PLLC
3 CHARLES ("CJ") E. BARNABI JR., ESQ.
4 Nevada Bar No. 14477
5 375 E. Warm Springs Road, Ste. 104
6 Las Vegas, NV 89119
7 Email: cj@barnabilaw.com
8 Telephone: (702) 475-8903
9 Facsimile: (702) 966-3718
10 *Attorneys for Plaintiff*

11 EIGHTH JUDICIAL DISTRICT COURT

12 CLARK COUNTY, NEVADA

13 GORDON SILVER, a Nevada professional
14 corporation,

Case No.: A-15-712697-C
Dept. No.: XVI

15 Plaintiff/Judgment Creditors,

16 vs.

17 NAVNEET N. SHARDA;

18 Defendant/Judgment Debtor.

19 EX PARTE APPLICATION FOR EXAMINATION OF JUDGMENT DEBTORS

20 Judgment Creditors, by and through their counsel of record CJ Barnabi, Esq. of The
21 Barnabi Law Firm, PLLC, move this Court for an Order requiring Defendants and Judgment
22 Creditors, Navneet N. Sharda to appear before a court reporter at The Barnabi Law Firm, 375 E
23 Warm Springs, Ste 1104, Las Vegas, NV 89119, to answer questions under oath and produce
24 for inspection certain books, records and tangible items regarding their property and assets.

25 This Application is based upon the Memorandum of Points and Authorities attached
26 hereto, the pleadings and papers on file herein and the argument of counsel at the hearing of this
27 Motion.

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 BRIEF STATEMENT OF FACTS

4 A. THE DEFAULT JUDGMENT ENTITLES THE JUDGMENT CREDITOR TO
5 CONDUCT A JUDGMENT DEBTOR EXAMINATION.

6 On September 8, 2015 Judgment Creditor entered and filed a Default Judgment in favor
7 of Plaintiff/Judgment Creditor against Defendant/Judgment Debtor Nanveet N. Sharda. Exhibit
8 1. Notice of Entry of Default Judgment was provided to all interested parties on September 8,
9 2015. Exhibit 2. The Judgment has not been set aside. Case Docket, generally; Court Minutes
10 dated January 7, 2020, Exhibit 3. This judgment confirms the principal amount due in favor of
11 Judgment Creditors of \$57,396.67, plus accruing interest and attorney's fees and costs related to
12 enforcement. Exhibit 1. As Judgment Creditor having a lawful judgment against the Judgment
13 Debtor, counsel hereby seeks to examine the Judgment Debtor pursuant to NRS 21.270(1).
14

15 II.

16 LEGAL ANALYSIS

17 B. AS HOLDERS OF A LAWFUL DEFAULT JUDGMENT AGAINST JUDGMENT
18 DEBTORS, AN ORDER ALLOWING JUDGMENT DEBTOR EXAMINATION'S
19 SHOULD BE ENTERED.

20 Nevada law allows Judgment Debtors to seek and have an order entered allowing for the
21 judgment debtor examinations of the Judgment Debtors. NRS 21.270(1) states in part:

22 1. A judgment creditor, at any time after the judgment is entered, is
23 entitled to an order from the judge of the court requiring the judgment
24 debtor to appear and answer upon oath or affirmation concerning his
property, before;

25 (a) The judge or a master appointed by him; or

26 (b) An attorney representing the judgment creditor, at a time and
27 place specified in the order. No judgment debtor may be required
28 to appear outside the county in which he resides...

1 If the judgment debtor fails to appear, then the court may issue an order of contempt for non-
2 compliance. *Id.* at (3).

3 In this case Judgment Debtor is subject to the mentioned Judgment, which after having
4 been filed, afforded Judgment Creditor the right to conduct judgment debtor examinations. *See*
5 NRS 21.270(1). Judgment Debtor should be ordered to appear, give testimony under oath and
6 provide documents pursuant to the order. *See Id.* If Judgment Debtor fail to abide by the order
7 of this Court, they should be held in contempt, with sanctions to issue. *See Id.* at (3).

8 III.

9 CONCLUSION

10 Therefore, since judgment has been entered in favor of the Judgment Creditor, as
11 referenced in the Default Judgment attached hereto as Exhibits 1 and 2, it is respectfully
12 requested that this Court enter an order requiring Judgment Debtor to appear at the judgment
13 debtor examination.

14 Dated this 7th day of January 2020.

15 THE BARNABI LAW FIRM, PLLC

16
17 By: /s/ CJ Barnabi
18 Charles E. ("CJ") Barnabi Jr.
19 Nevada Bar No.: 14477
20 375 E. Warm Springs Road, Ste. 104
21 Las Vegas, NV 89119
22 *Attorneys for Plaintiff*
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EXHIBIT E

1 WRIT
2 THE BARNABI LAW FIRM, PLLC
3 CHARLES ("CJ") E. BARNABI JR., ESQ.
4 Nevada Bar No. 14477
5 375 E. Warm Springs Road, Ste. 104
6 Las Vegas, NV 89119
7 Email: cj@barnabilaw.com
8 Telephone: (702) 475-8903
9 Facsimile: (702) 966-3718
10 Attorneys for Plaintiff

RECEIVED
CLARK COUNTY SHERIFF
2020 JAN -8 A 11:14

11 EIGHTH JUDICIAL DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 GORDON SILVER, a Nevada professional
14 corporation,

Case No.: A-15-712697-C
Dept. No.: XVI

15 Plaintiff,

16 vs.

17 NAVNEET N. SHARDA;

18 Defendant.

19 WRIT OF EXECUTION

20 ☐ Earnings ☒ Other Property
21 ☐ Earnings, Order of Support

22 THE STATE OF NEVADA TO THE SHERIFF OF CLARK COUNTY, GREETINGS:

23 On the 8th day of September 2015, a judgment, upon which there is due in United States
24 Currency the following amounts, was entered in this action in favor of Plaintiff as judgment
25 creditor and against Navneet N. Sharda as judgment debtor. Interest and costs have accrued in
26 the amounts shown. The judgment has not been satisfied against total accrued interest and costs,
27 leaving the following net balance, which sum bears interest at 12% per annum, \$19.47 per day
28 from issuance of this writ to date of levy and to which sum must be added all commissions and
costs of executing this Writ.

JUDGMENT
BALANCE

AMOUNTS TO BE COLLECTED BY
LEVY

| | | | |
|-----------------------|-------------|------------------|-----------|
| Principal | \$57,396.67 | NET BALANCE | 89,392.90 |
| Pre-judgment Interest | 0.00 | Fee this Writ | _____ |
| Attorney's Fee | \$1,464.50 | Garnishment Fee | _____ |
| Costs | \$381.35 | Mileage | 2.00 |
| JUDGMENT TOTAL | \$59,242.52 | Levy Fee | 15.00 |
| Accrued Costs | 0.00 | Advertising | 2.00 |
| Accrued Interest | \$30,150.38 | Storage | _____ |
| Less Satisfaction | 0.00 | Interest from | _____ |
| NET BALANCE | \$89,392.90 | Date of Issuance | _____ |
| | | SUB-TOTAL | 89,411.90 |
| | | Commission | _____ |
| | | TOTAL LEVY | _____ |

NOW, THEREFORE, you are commanded to satisfy the judgment for the total amount due out of the following described personal property and if sufficient personal property cannot be found, then out of the following described real property: Any and all personal property located owned by Navneet N. Sharda: including but not limited to personal property, choses in action, notes, confessions of judgment, vehicles, personal property located at 1800 Melfi Ct., Las Vegas, NV 89012, including but not limited to: furniture, fixtures, personal property, personal possessions, collectibles, vehicles, decorations, safe(s), guns, money, electronics, etc.; or any other property which may be subject to execution.

(See below for exemptions which may apply)

EXEMPTIONS WHICH APPLY TO THIS LEVY
(Check appropriate paragraph and complete as necessary)

- ☐ Property other than wages. The exemption set forth in NRS 21.090 or in other applicable Federal Statutes may apply, consult an attorney.
- ☐ Earnings. The amount subject to garnishment and this writ shall not exceed for any

one pay period the lesser of:

A. 25% of the disposable earnings due the judgment debtor for the pay period,

or

B. The difference between the disposable earnings for the period and \$100.50 per week for each week of the pay period.

☐ Earnings (Judgment or Order of Support)

A Judgment was entered for amounts due under a decree or order entered on , 20 , by the for support of , for the period from , 20 , through , 20 , in installments of \$.

The amount of disposable earnings subject to garnishment and this writ shall not exceed for any one pay period:

☐ A maximum of 50 percent of the disposable earnings of such judgment debtor who is supporting a spouse or dependent child other than the dependent named above;

☐ A maximum of 60 percent of the disposable earnings of such judgment debtor who is not supporting a spouse or dependent child other than the dependent named above;

☐ Plus an additional 5 percent of the disposable earnings of such judgment debtor if and to extent that the judgment is for support due for a period of time more than 12 weeks prior to the beginning of the work period of the judgment debtor during which the levy is made upon the disposable earnings.


NOTE: Disposable earnings are defined as gross earnings less deductions for Federal Income Tax Withholding, Federal Social Security Tax and Withholding for any State, County or City Taxes.

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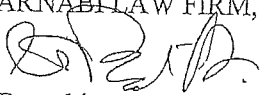
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1
2 You are required to return this Writ from date of issuance not less than 10 days or more
3 than 60 days with the results of your levy endorsed thereon.
4

5 STEVEN D. GRIERSON, CLERK OF COURT

6
7 By:  JAN 08 2020
8 Deputy Clerk Date
9 DEMOND PALMER

8 Submitted by:
9 THE BARNABILAW FIRM, PLLC

10 
11 /s/ CJ Barnabi
12 Charles E. ("CJ") Barnabi Jr.
13 Nevada Bar No.: 14477
14 375 E. Warm Springs Road, Ste. 104
15 Las Vegas, NV 89119
16 Attorneys for Plaintiff

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RETURN

| | |
|--|----------|
| <input type="checkbox"/> Not satisfied | \$ _____ |
| <input type="checkbox"/> Satisfied in sum of | \$ _____ |
| <input type="checkbox"/> Costs retained | \$ _____ |
| <input type="checkbox"/> Commission retained | \$ _____ |
| <input type="checkbox"/> Costs incurred | \$ _____ |
| <input type="checkbox"/> Commission incurred | \$ _____ |
| <input type="checkbox"/> Costs Received | \$ _____ |
| REMITTED TO | \$ _____ |
| JUDGMENT CREDITOR | |

DOUG GILLESPIE, SHERIFF CLARK COUNTY

Deputy

Date

NOTICE OF EXECUTION AFTER JUDGMENT

(Per NRS 21.075)

READ THIS NOTICE CAREFULLY

It provides information on how the law may allow you to protect your property or money from being attached to pay the judgment against you.

YOUR PROPERTY IS BEING ATTACHED OR YOUR WAGES ARE BEING GARNISHED

A court has determined that you owe money to the person or company (the "judgment creditor") listed on the Writ of Execution included with this Notice of Execution. The judgment creditor has begun the procedure to collect that money by garnishing your wages, bank account and other personal property held by third persons or by taking money or other property in your possession.

Certain benefits and property owned by you may be exempt from execution and may not be taken from you. The following is a partial list of exemptions:

1. Payments received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors' benefits, supplemental security income benefits and disability insurance benefits.
2. Payments for benefits or the return of contributions under the Public Employees' Retirement System.
3. Payments for public assistance granted through the Division of Welfare and Supportive Services of the Department of Health and Human Services or a local governmental entity.
4. Proceeds from a policy of life insurance.
5. Payments of benefits under a program of industrial insurance.
6. Payments received as disability, illness or unemployment benefits.
7. Payments received as unemployment compensation.
8. Veteran's benefits.
9. A homestead in a dwelling or a mobile home, not to exceed \$605,000 unless:

(a) The judgment is for a medical bill, in which case all of the primary dwelling, including a mobile or manufactured home, may be exempt.

(b) Allodial title has been established and not relinquished for the dwelling or mobile home, in which case all of the dwelling or mobile home and its appurtenances are exempt, including the land on which they are located, unless a valid waiver executed pursuant to NRS 115.010 is applicable to the judgment.

10. All money reasonably deposited with a landlord by you to secure an agreement to rent or lease a dwelling that is used by you as your primary residence, except that such money is not exempt with respect to a landlord or landlord's successor in interest who seeks to enforce the terms of the agreement to rent or lease the dwelling.

11. A vehicle, if your equity in the vehicle is less than \$15,000.

12. At least eighty-two percent of the take-home pay for any workweek if your gross weekly salary or wage was \$770 or less on the date the most recent writ of garnishment was issued; or seventy-five percent of the take-home pay for any workweek if your gross weekly salary or wage exceeded \$770 on the date the most recent writ of garnishment was issued; or if the weekly take-home pay is less than 50 times the federal minimum hourly wage, the entire amount may be exempt.

13. Money, not to exceed \$1,000,000 in present value, held in:

(a) An individual retirement arrangement which conforms with or is maintained pursuant to the applicable limitations and requirements of section 408 or 408A of the Internal Revenue Code, 26 U.S.C. §§ 408 and 408A, including, without limitation, an inherited individual retirement arrangement;

ADDITIONAL INFORMATION ABOUT YOUR RIGHTS AND RESPONSIBILITIES in this matter may be obtained from the *Civil Law Self-Help Center*, which is located at the Regional Justice Center in downtown Las Vegas, or on its website, www.civillawselfhelpcenter.org.

(b) A written simplified employee pension plan which conforms with or is maintained pursuant to the applicable limitations and requirements of section 408 of the Internal Revenue Code, 26 U.S.C. § 408, including, without limitation, an inherited simplified employee pension plan;

(c) A cash or deferred arrangement plan which is qualified and maintained pursuant to the Internal Revenue Code, including, without limitation, an inherited cash or deferred arrangement plan;

(d) A trust forming part of a stock bonus, pension or profit-sharing plan which is qualified and maintained pursuant to sections 401 et seq. of the Internal Revenue Code, 26 U.S.C. §§ 401 et seq.; and

(e) A trust forming part of a qualified tuition program pursuant to chapter 353B of NRS, any applicable regulations adopted pursuant to chapter 353B of NRS and section 529 of the Internal Revenue Code, 26 U.S.C. § 259, unless the money is deposited after the entry of a judgment against the purchaser or account owner or the money will not be used by any beneficiary to attend a college or university.

14. All money and other benefits paid pursuant to the order of a court of competent jurisdiction for the support, education and maintenance of a child, whether collected by the judgment debtor or the State.

15. All money and other benefits paid pursuant to the order of a court of competent jurisdiction for the support and maintenance of a former spouse, including the amount of any arrearages in the payment of such support and maintenance to which the former spouse may be entitled.

16. Regardless of whether a trust contains a spendthrift provision:

(a) A present or future interest in the income or principal of a trust that is a contingent interest, if the contingency has not been satisfied or removed;

(b) A present or future interest in the income or principal of a trust for which discretionary power is held by a trustee to determine whether to make a distribution from the trust, if the interest has not been distributed from the trust;

(c) The power to direct dispositions of property in the trust, other than such a power held by a trustee to distribute property to a beneficiary of the trust;

(d) Certain powers held by a trust protector or certain other persons; and

(e) Any power held by the person who created the trust.

17. If a trust contains a spendthrift provision:

(a) A present or future interest in the income or principal of a trust that is a mandatory interest in which the trustee does not have discretion concerning whether to make the distribution from the trust, if the interest has not been distributed from the trust; and

(b) A present or future interest in the income or principal of a trust that is a support interest in which the standard for distribution may be interpreted by the trustee or a court, if the interest has not been distributed from the trust.

18. A vehicle for use by you or your dependent which is specially equipped or modified to provide mobility for a person with a permanent disability.

19. A prosthesis or any equipment prescribed by a physician or dentist for you or your dependent.

20. Payments, in an amount not to exceed \$10,150, received as compensation for personal injury, not including compensation for pain and suffering or actual pecuniary loss, by the judgment debtor or by a person upon whom the judgment debtor is dependent at the time the payment is received.

21. Payments received as compensation for the wrongful death of a person upon whom the judgment debtor was dependent at the time of the wrongful death, to the extent reasonably necessary for the support of the judgment debtor and any dependent of the judgment debtor.

22. Payments received as compensation for the loss of future earnings of the judgment debtor or of a person upon whom the judgment debtor is dependent at the time the payment is received, to the extent reasonably necessary for the support of the judgment debtor and any dependent of the judgment debtor.

23. Payments received as restitution for a criminal act.

24. Personal property, not to exceed \$10,000 in total value, if the property is not otherwise exempt from execution.

25. A tax refund received from the earned income credit provided by federal law or a similar state law.

26. Stock of a corporation described in subsection 2 of NRS 78.746 except as set forth in that section.

ADDITIONAL INFORMATION ABOUT YOUR RIGHTS AND RESPONSIBILITIES in this matter may be obtained from the Civil Law Self-Help Center, which is located at the Regional Justice Center in downtown Las Vegas, or on its website, www.civillawselfhelpcenter.org.

These exemptions may not apply in certain cases such as a proceeding to enforce a judgment for support of a person or a judgment of foreclosure of a mechanic's lien. You should consult an attorney immediately to assist you in determining whether your property or money is exempt from execution. If you cannot afford an attorney, you may be eligible for assistance through:

Legal Aid Center of Southern Nevada
725 E. Charleston Blvd.
Las Vegas, NV 89104
(702) 386-1070
www.lacsn.org

Senior Law Project (60 years or older only)
530 Las Vegas Blvd. S. #310
Las Vegas, NV 89101
(702) 229-6596
www.snsnp.org

Nevada Legal Services
530 S. 6th Street
Las Vegas, NV 89101
(702) 386-0404
www.nlslaw.net

If you do not wish to consult an attorney or receive legal services from an organization that provides assistance to persons who qualify, you may obtain the form to be used to claim an exemption free of charge at the *Civil Law Self-Help Center*, 200 Lewis Avenue, on the first floor of the Regional Justice Center, downtown Las Vegas, Nevada, or on the Civil Law Self-Help Center's website at www.civillawselfhelpcenter.org.

PROCEDURE FOR CLAIMING EXEMPT PROPERTY

If you believe that the money or property taken from you is exempt, you must complete and file with the clerk of the court an executed claim of exemption. A copy of the claim of exemption must be served upon the sheriff, the garnishee and the judgment creditor within 10 days after the notice of execution or garnishment is served on you by mail pursuant to NRS 21.076 which identifies the specific property that is being levied on. The property must be released by the garnishee or the sheriff within 9 judicial days after you serve the claim of exemption upon the sheriff, garnishee and judgment creditor, unless the sheriff or garnishee receives a copy of an objection to the claim of exemption and a notice for a hearing to determine the issue of exemption. If this happens, a hearing will be held to determine whether the property or money is exempt.

The objection to the claim of exemption and notice for the hearing to determine the issue of exemption must be filed by the judgment creditor within 8 judicial days after the claim of exemption is served on the judgment creditor by mail or in person and served on the judgment debtor, the sheriff and any garnishee not less than 5 judicial days before the date set for the hearing. The hearing to determine whether the property or money is exempt must be held within 7 judicial days after the objection to the claim of exemption and notice for the hearing is filed.

You may be able to have your property released more quickly if you mail to the judgment creditor or the attorney of the judgment creditor written proof that the property is exempt. Such proof may include, without limitation, a letter from the government, an annual statement from a pension fund, receipts for payments, copies of checks, records from financial institutions or any other document which demonstrates that the money in your account is exempt.

**IF YOU DO NOT FILE THE EXECUTED CLAIM OF EXEMPTION
WITHIN THE TIME SPECIFIED, YOUR PROPERTY MAY BE SOLD
AND THE MONEY GIVEN TO THE JUDGMENT CREDITOR, EVEN IF
THE PROPERTY OR MONEY IS EXEMPT.**

ADDITIONAL INFORMATION ABOUT YOUR RIGHTS AND RESPONSIBILITIES in this matter may be obtained from the *Civil Law Self-Help Center*, which is located at the Regional Justice Center in downtown Las Vegas, or on its website, www.civillawselfhelpcenter.org.

CHECKLIST FOR FILING A "CLAIM OF EXEMPTION"

- ☐ 1. Read the list of exemptions in this notice to determine whether any of your property or money is exempt from execution (in other words, protected from being taken to pay the judgment against you).
- ☐ 2. Obtain a "Claim of Exemption" form from the clerk at the court where the judgment against you was issued or from the Civil Law Self-Help Center, which is located at the Regional Justice Center in downtown Las Vegas, or on its website, www.civillawselfhelpcenter.org.
- ☐ 3. Fill out the Claim of Exemption form. If you have documentation that proves the exemptions you are claiming, attach the documentation to the Claim of Exemption form (but be sure to black out any personal information, such as Social Security numbers, bank account numbers, etc.).
- ☐ 4. Take the completed Claim of Exemption form to the court where the judgment against you was issued, and file the Claim of Exemption with the court clerk.

NOTE: You must file your Claim of Exemption with the court within ten days after the Sheriff or Constable serves the Writ of Execution or Writ of Garnishment on you by mail, identifying the specific property that is subject to execution or garnishment, or within ten days after your wages are withheld if you are being garnished.

- ☐ 5. After your Claim of Exemption has been filed with the court, mail a copy of your file-stamped Claim of Exemption to the following three parties:
 - ☐ The Constable or Sheriff who mailed you the Writ of Execution or served your bank or employer;
 - ☐ The judgment creditor's attorney (or the judgment creditor directly if no attorney is involved);
 - ☐ Any garnishee (likely your employer, if your wages are being garnished; your bank, if your bank account has been attached; or some other third-party, if money or assets in the third-party's possession have been executed against).
- ☐ 6. Watch your mail. After receiving your Claim of Exemption, the judgment creditor has eight days to file an objection. If an objection is filed, a hearing will be set. You will receive a copy of the objection and a notice of the hearing in the mail.
- ☐ 7. Attend the court hearing if one is set. Before the hearing, collect whatever documentation you need to show that you are entitled to the exemptions you have claimed. Take your documentation to the hearing, along with a proposed order for the judge to sign. (You can obtain a form order from the clerk of the court or on the Civil Law Self-Help Center's website, www.civillawselfhelpcenter.org.) At the hearing, it will be your responsibility to prove to the judge that your claimed exemptions are appropriate.

ADDITIONAL INFORMATION ABOUT YOUR RIGHTS AND RESPONSIBILITIES in this matter may be obtained from the Civil Law Self-Help Center, which is located at the Regional Justice Center in downtown Las Vegas, or on its website, www.civillawselfhelpcenter.org.

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EXHIBIT F

HG LAW OFFICES OF HAROLD P. GEWERTER Esq., Ltd.

January 23, 2020

Sent Via Email To: cj@barnabilaw.com

Charles ("CJ") E. Barnabi, Jr., Esq.
THE BARNABI LAW FIRM, PLLC
375 E. Warm Springs Rd., Ste. 104
Las Vegas, Nevada 89119

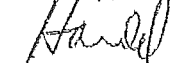
*Re: Gordon Silver v. Sharda / A-15-712697-C
Notice of Debtor Exam & Writ of Garnishment*

Dear CJ,

This letter shall serve to follow up our telephone conversation from earlier today. As you know, I sent you documentation earlier today demonstrating that Dr. Sharda has fully satisfied the money damages owed under the settlement agreement regarding Gordon Silver. Based upon our telephone call, which you ended abruptly, to the best of my understanding you are now claiming that you are seeking additional money damages under said settlement agreement. As I tried to advise during our call, such a move by your client is unlawful and seeks to commit a fraud upon the Court and my client.

I will ask you again: please advise how Dr. Sharda has failed to satisfy the settlement agreement concerning Gordon Silver? Unless you can provide such information, as stated in my previous letter I will be seeking sanctions as a result of your Notice of Debtor Exam and Writ of Execution. I will wait no longer than the end of business today to hear from you before I file my motion for sanctions. Finally, if you are asserting that the settlement agreement has not been satisfied by my client, I demand the return of the \$114,000.00 *within 24 hours of this letter* which was paid by Dr. Sharda per said agreement.

Sincerely,



Harold P. Gewerter, Esq.

HPG/skh

cc: Client

1212 S. Casino Center Blvd., Las Vegas, Nevada 89104
Telephone: 702-382-1714/Facsimile: 702-382-1759
Email: Harold@gewerterlaw.com

HG LAW OFFICES OF HAROLD P. GEWERTER Esq., Ltd.

January 23, 2020

Sent Via Email To: cj@barnabilaw.com
Charles ("CJ") E. Barnabi, Jr., Esq.
THE BARNABI LAW FIRM, PLLC
375 E. Warm Springs Rd., Ste. 104
Las Vegas, Nevada 89119

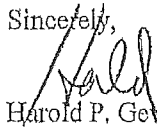
Re: Gordon Silver v. Sharda / A-15-712697-C
Notice of Debtor Exam & Writ of Garnishment

Dear CJ,

I am in receipt of the Notice of Debtor Exam and Writ of Garnishment which you recently served upon my client, Dr. Sharda. Said Notice and Writ are based upon false statements by your client, Mr. Barket. Please be advised that the judgment obtained by Gordon Silver against Dr. Sharda has been **fully satisfied**. Attached please find copies of the settlement documents and proof of payment by Dr. Sharda.

In light of the enclosures hereto, I ask that you withdraw your Notice of Debtor Exam and Writ of Garnishment by the end of business today. Otherwise, I shall be filing a Motion for Sanctions seeking all available relief against Mr. Barket and you personally.

Sincerely,


Harold P. Gewerter, Esq.

HPG/skh

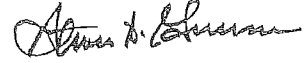
Enclosures

cc: Client

1212 S. Casino Center Blvd., Las Vegas, Nevada 89104
Telephone: 702-382-1714/Facsimile: 702-382-1759
Email: Harold@gewerterlaw.com

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EXHIBIT B



CLERK OF THE COURT

JUDG
GORDON SILVER
MARK S. DZARNOSKI
Nevada Bar No. 3398
Email: mdzarnoski@gordonsilver.com
500 N. Rainbow Blvd., Suite 120
Las Vegas, Nevada 89107
Tel: (702) 796-5555
Fax: (702) 369-2666
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional
corporation,

Plaintiff,

vs.

NAVNEET N. SHARDA,

Defendant.

CASE NO. A-15-712697-C
DEPT. NO. XVI

DEFAULT JUDGMENT

Plaintiff, GORDON & SILVER, LTD. ("Plaintiff"), having made an application, upon affidavit with supporting exhibits, for judgment against Defendant NAVNEET SHARDA ("Defendant"), and the Court having made findings supporting issuance of a Default Judgment in its Order Granting Plaintiff's Motion for Default Judgment Pursuant to NRCP 37(d) which is incorporated herein by this reference, and good cause appearing therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment is awarded in favor of Plaintiff and against Defendant, in the principal sum of \$57,396.67, together with interest accruing at the contract rate of 12% per annum.

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff is awarded
2 judgment against Defendant in the amount of \$1,464.50 for reasonable attorneys' fees and in the
3 amount of \$381.35 for costs.


4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that post-judgment interest
5 shall accrue from the date of entry of the judgment until paid at the contract rate of 12% per
6 annum.

7 IT IS SO ORDERED this 8th day of September, 2015.

8
9 
10 DISTRICT COURT JUDGE

11 Submitted by:

12 GORDON SEEVER

13 
14 MARK S. DZARNOSKI
15 Nevada Bar No. 5398
16 500 N. Rainbow Blvd., Suite 120
17 Las Vegas, Nevada 89107
18 Tel: (702) 796-5555
19 Attorneys for Plaintiff
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Gordon Seever
Attorneys At Law
500 N. Rainbow Blvd.
Suite 120
Las Vegas, Nevada 89105
(702) 796-5555

101401-0012684103

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EXHIBIT C

CANCER CARE CENTER
Steven Barket

09/1/00

7/31/2017

114,764.24

Enterprise Bank and T Gordon Silver Judgement

114,764.24

CANCER CARE CENTER

09738

Steven Barket

7/31/2017

114,764.24

Enterprise Bank and T Gordon Silver Judgement

114,764.24



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Rev 2/14

10254 (8/16)-J125049



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EXHIBIT D

Recording Requested By:

When Recorded Return To:

ASSIGNMENT OF SECURED PROMISSORY NOTE

THIS ASSIGNMENT (herein "ASSIGNMENT") is made and entered into as of this 13th day of October 2017 (the "Effective Date") by and between Cancer Care Foundation, Inc. a Nevada non-profit corporation (hereafter referred to as "LENDER" or "ASSIGNOR") and Brooklyn Asset Management LLC a Nevada limited liability company and/or its assigns (hereafter referred to as "PURCHASER" or "ASSIGNEE"). Each may be referred to individually as "Party" or collectively as "Parties" herein.

LENDER is the holder of a SECURED PROMISSORY NOTE dated September 1, 2017, in the face amount of \$285,000.00, due and payable by BORROWERS: Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd, Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein "GIZMO"), S550 Investments Inc. a Nevada corporation (herein "S550"), SL550 Investments, Inc., a Nevada corporation ("SL550"), Genesis Investments, Inc., a Nevada corporation ("GENESIS"), Hazari Restaurant & Sports Bar, LLC, a Nevada limited liability company ("HATARI"), Fusion Restaurant, Inc. a Nevada corporation ("FUSION"), Sharik Hiji, an individual (herein "HIRJI") and Sharik Brown, an individual (herein "BROWN") and Yasmin Brown, an individual ("Y. BROWN") (collectively "BORROWER(S)") ("the SECURED PROMISSORY NOTE")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby transfers and assigns the SECURED PROMISSORY NOTE DATED September 1, 2017 to ASSIGNEE as of October 13, 2017 such assignment is made WITHOUT RECOURSE, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date above.

CANCER CARE FOUNDATION, INC.

By: NAV SHARDA
Its: President/Chairman



Recording Requested By:

When Recorded Return To:

ASSIGNMENT OF SECURED PROMISSORY NOTE

THIS ASSIGNMENT (herein "ASSIGNMENT") is made and entered into as of this 13th day of October 2017 (the "Effective Date") by and between Trata, Inc., a Nevada corporation (hereafter referred to as "LENDER" or "ASSIGNOR") and Brooklyn Asset Management LLC a Nevada limited liability company and/or its assigns (hereafter referred to as "PURCHASER" or "ASSIGNEE"). Each may be referred to individually as "Party" or collectively as "Parties" herein.

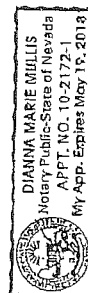
LENDER is the holder of a SECURED PROMISSORY NOTE dated September 1, 2017, in the face amount of \$1,531,564.50, due and payable by BORROWERS: Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd., Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein "GIZMO"), S550 Investments Inc. a Nevada corporation (herein "S550"), SL550 Investments, Inc., a Nevada corporation ("SL550"), Genesis Investments, Inc., a Nevada corporation ("GENESIS"), Hazani Restaurant & Sports Bar, LLC, a Nevada limited liability company ("HATARI"), Fusion Restaurant, Inc. a Nevada corporation ("FUSION"), Shafik Hiji, an individual (herein "HIRI") and Shaik Brown, an individual (herein "BROWN") and Yamin Brown, an individual ("Y. BROWN") (collectively "BORROWER(S)") on the one hand, hereby jointly and severally promise(s) to pay to the order of Trata, Inc. a Nevada corporation (herein "LENDER") on the other hand, with a principal place of business at 3509 E. Harmon Ave, Las Vegas, Nevada 89121 ("the SECURED PROMISSORY NOTE")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby transfers and assigns the SECURED PROMISSORY NOTE DATED September 1, 2017 to ASSIGNEE as of October 13, 2017 such assignment is made WITHOUT RECOURSE, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN.

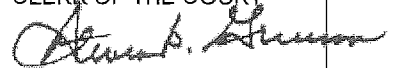
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date above.

TRATA, INC.

By: NAV SHARDA
Its: President



SUBSCRIBED AND SWORN to before me on this
13th day of October, 2017,
Diana Marie Millis
Notary Public



0001

MCDONALD LAW OFFICES

BRANDON B. MCDONALD, ESQ

Nevada Bar No. 011206

CHARLES ("CJ") E. BARNABI JR. ESQ.

Nevada Bar No. 14477

2451 W. Horizon Ridge Pkwy., #120

Henderson, Nevada 89052

Telephone: (702) 992-0569

Facsimile: (702) 992-0569

Attorneys for Plaintiffs/Counter-Defendant

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. No.: XVIII

Hearing Date:

Hearing Time:

AND ALL RELATED MATTERS

**MOTION TO ENFORCE SETTLEMENT AGREEMENT AND FOR AN AWARD OF
ATTORNEY'S FEES AND COSTS**

Plaintiffs, by and through their counsel of record CJ Barnabi, Esq., of the McDONALD LAW
OFFICES, hereby moves the Court for an Order enforcing the settlement agreement between Plaintiffs,
Navneet Sharda and Trata, Inc. Plaintiffs have requested that the parties mutually dismiss their claims

1 pursuant to a written settlement agreement. Notwithstanding the plain wording and implication of the
2 settlement agreement, Sharda and Trata, Inc. wrongfully insist that collateral issues effectively rescind
3 the settlement agreement. As the plain language of the settlement agreement speaks for itself and any
4 claimed collateral issues have no impact on the binding nature of the settlement agreement, the claims
5 against Sharda, and the counterclaims of Sharda and Trata, Inc. should be dismissed. Also, since Sharda
6 and Trata, Inc. choose to violate the settlement agreement, they should pay for any attorney's fees and
7 costs incurred by Plaintiffs as they should have never answered or filed a counterclaim in this matter.
8

9 This Motion is based on the following Memorandum of Points and Authorities, the Declaration
10 of CJ Barnabi, Esq. and any arguments which this Court may entertain at the time of this hearing.
11

12 DATED this 10th day of October 2018.

13 McDONALD LAW OFFICES, PLLC

14 By: /s/ CJ Barnabi
15 CHARLES ("CJ") E. BARNABI JR.
16 Nevada Bar No.: 14477
17 2505 Anthem Village Drive, Suite E-474
18 Henderson, Nevada 89052
19 *Attorneys for Plaintiffs/Counter-Defendant*
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NOTICE OF MOTION

TO: ALL INTERESTED PARTIES;

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will bring the foregoing Motion on for hearing before the Honorable Court on the 27 day of November 2017 at 9:00 a.m. or as soon thereafter as counsel may be heard.

DATED this 10th day of October 2018.

McDONALD LAW OFFICES, PLLC

By: /s/ CJ Barnabi
CHARLES ("CJ") E. BARNABI JR.
Nevada Bar No.: 14477
2505 Anthem Village Drive, Suite E-474
Henderson, Nevada 89052
Attorneys for Plaintiffs/Counter-Defendant

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MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF FACTS

1. On June 1, 2017 Plaintiff filed the foregoing Complaint. On August 11, 2017 Defendants Navneet Sharda and Trata, Inc. filed their Answer and Counterclaim against Steven Barket.

2. Prior to Defendants filing their Answer and Counterclaim, on July 29, 2018, these same parties agreed to dismiss any claims they respectively held by executing a settlement agreement.

3. On August 1, 2018 Plaintiff's sent to correspondence to Defendants inquiring they were still proceeding with the case though the parties had agreed to dismiss their claims:

Please accept this correspondence as a demand that you stipulate to joint dismissal of all claims brought by our respective clients against each other. After

1 speaking to my client, I learned that a settlement agreement was executed
2 between the two of them and that you were present for the settlement, along with
3 my client's other attorney, Mike Mazur. I have attached a copy of the agreement
4 to refresh your recollection.

5 We have asked you previously why you continue to move ahead with this
6 case in spite of our understanding that there is a settlement. The fact that you
7 continue to proceed with your client's case even though you knew of the
8 settlement is a significant misrepresentation and it will be raised with the Court if
9 we are required to file a Motion to Dismiss.

10 Please discuss this with your client and provide us with a response by
11 Friday, August 3, 2018. Otherwise we will proceed with the Motion to Dismiss and
12 seek sanctions. We look forward to hearing from you.

13 Exhibit 1, without enclosure.¹

14 4. Counsel for Defendant, Sharda and Trata, Inc. claimed there may be issues with the
15 settlement but inquired about documentation for dismissal:

16 As far as the agreement goes, there was an agreement to dismiss Sharda from the
17 lawsuit. I have yet to receive any documentation from your firm to dismiss Dr.
18 Sharda. However, based on recent events, of which I do not know if you are
19 aware, there may be problems and possible litigation based on the settlement
20 agreement. Specifically, it comes to an issue of payment for Mr. Mazur's
21 services. Rather than be difficult and filing a motion to dismiss this matter and
22 cause more litigation, I have tried to keep the costs in litigating on this matter to a
23 minimum. Instead of threatening me with sanctions for misrepresentation, I
24 suggest that we come to some sort of understanding regarding how this litigation
25 interacts with the settlement agreement. I am not opposed to a discussion
26 between myself, you and Mr. Mazur on how we should proceed with performance
27 on the Settlement Agreement.

28 Email from Bryan Naddafi, Esq. to Brandon McDonald, Esq. dated August 3, 2018.

5. In response Mr. Naddafi was told that a claim of unpaid attorney's fees had no bearing
on the agreement, and that the agreement was enforceable:

As far as Dr. Sharda being dismissed from the case, if the parties agreed to the
dismissal, [then] a stipulation to dismiss should be signed immediately. Whether

¹ The Settlement Agreement is not to be filed with the Court, however a courtesy copy will be provided with the hard copy provided to Chambers. The Settlement Agreement specifically states though the claims against Sharda would be dismissed as memorialized in *Barket, G65 Ventures v. Sharda, et al.*, Case No. A-17-756274-C. *Id.*, p. 3:22-28.

1 there is an issue of performance with regard to Mr. Mazur's fees has no bearing on
2 the agreement to dismiss. Just like in any other agreement, the fact that a party
3 disputes performance on the agreement, that dispute does not unwind the
underlying agreement. If Dr. Sharda is not willing to stipulate to being dismissed
from the case than please advise.

4 Email to Bryan Naddafi, Esq. from CJ Barnabi, Esq. dated August 4, 2018.

5 6. On August 6, 2018 Mr. Naddafi agreed to review a proposed stipulation to dismiss
6 which was forwarded for review. After receiving no response, Mr. Barnabi requested an update on
7 August 10, 2018 to see if Sharda would sign the stipulation or if a motion to enforce the settlement
8 agreement would be necessary.
9

10 7. On August 14, 2018 Mr. Naddafi informed counsel that the proposed stipulation to
11 dismiss would not be signed because, "he [Dr. Sharda] does not agree to dismiss his counterclaims as
12 they relate directly to a contract signed by the parties."
13

14 8. As the parties agreed that Sharda would be dismissed from this matter prior to the
15 Counterclaim, in accordance with the Settlement Agreement, Sharda and Trata, Inc. have violated the
16 Settlement Agreement. Plaintiffs are also entitled to an award of attorney's fees and costs for having
17 to enforce the Settlement pursuant to the terms therein which state that the prevailing party should be
18 awarded the same.
19

20 II.

21 LEGAL ARGUMENT

22 A. **THIS COURT SHOULD ENFORCE THE SETTLEMENT AGREEMENT AND 23 AWARD ATTORNEY'S FEES AND COSTS TO PLAINTIFF'S FOR HAVING TO 24 COMPEL PERFORMANCE.**

25 District Courts have the authority to enforce settlement agreements entered between parties.
26 *May v. Anderson*, 121 Nev. 668, 119 P.3d 1254 (2005). The Nevada Supreme Court has long held
27 "because a settlement agreement is a contract, its construction and enforcement are governed by
28 principles of contract law." *Id.* at 672. The fact that a party refuses to sign the settlement documents

1 “is inconsequential to the enforcement of the documented settlement agreement.” *Id.* at 675. Nevada
2 law favors settlement of cases. N.R.S. 17.245 (providing protection to co-defendants from potential
3 claims of equitable indemnity or contribution by settling the case in good faith). Moreover, Nevada
4 courts will enforce settlement agreements where all the material terms have been reached. *May*, 121
5 Nev. 668. An agreement in writing, even on the part of a party’s attorney’s is generally sufficient to
6 show a binding settlement agreement. *Resnick v. Valente*, 97 Nev. 615, 637 P.2d 1205, 1206 (1981),
7 *Ballard v. Williams*, 476 S.E.2d 783, 785 (Ga. Ct. App. 1996).

8 As explained above, this matter was settled in July 2017 when the parties signed the Settlement
9 Agreement. There is no genuine dispute that the Settlement Agreement is not enforceable, and this
10 Court should enforce the terms therein. *See May*, 121 Nev. at 672. The fact that Sharda and Trata, Inc.
11 refuse to sign the stipulation to dismiss provided, has no bearing on the enforcement. *See Id.* at 675.
12 As the terms of the settlement have been reduced to writing, are clear and binding, the settlement
13 should be enforced by dismissal of the respective claims held by Plaintiff, Sharda and Trata, Inc. *See*
14 *Id.* at 668; *Resnick*, 97 Nev. at 637; *Ballard*, 476 S.E.2d at 785. Furthermore, the Settlement
15 Agreement allows for an award of attorney’s fees and costs to the prevailing party¹, which award
16 should be provided to the Plaintiffs.

17 ///

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20 ¹ “...the term “prevailing party” is broadly construed so as to encompass plaintiffs, counterclaimants,
21 and defendants. *Valley Elec. Ass’n v. Overfield*, 121 Nev. 7, 10, 106 P.3d 1198, 1200 (2005) (citing
22 *Smith v. Crown Fin. Servs. of Am.*, 111 Nev. 277, 284, 890 P.2d 769, 773 (1995). “[T]he district court
23 may not award attorney fees absent authority under a statute, rule, or contract.” *Albios v. Horizon*
24 *Cmtys., Inc.*, 122 Nev. 409, 417, 132 P.3d 1022, 1028 (2006). “Contract interpretation is a question of
25 law and, as long as no facts are in dispute, this court reviews contract issues de novo, looking to the
26 language of the agreement and the surrounding circumstances.” *Redrock Valley Ranchi LLC v. Washoe*
27 *Cty.*, 127 Nev. 451, 460, 254 P.3d 641, 647–48 (2011). “Parties are free to provide for attorney fees by
28 express contractual provisions.” *Davis v. Beling*, 128 Nev. 301, 321, 278 P.3d 501, 515 (2012). “The
objective in interpreting an attorney fees provision, as with all contracts, ‘is to discern the intent of the
contracting parties.’ ” *Id.* (quoting *Cline v. Rocky Mountain, Inc.*, 998 P.2d 946, 949 (Wyo. 2000)). To
do so, we apply traditional rules of contract interpretation and start our analysis by determining
“whether the language of the contract is clear and unambiguous,” in which case, “the contract will be
enforced as written.” *Id.*

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III.

CONCLUSION

Based on the foregoing, the Defendant, Sharda and Trata, Inc. seeks this Court's Order compelling their performance and requests an award of attorney's fees pursuant to the Settlement Agreement for being forced to seek enforcement of its terms.

DATED this 10th day of October 2018.

McDONALD LAW OFFICES, PLLC

By: /s/ CJ Barnabi
CHARLES ("CJ") E. BARNABI JR.
Nevada Bar No.: 14477
2505 Anthem Village Drive, Suite E-474
Henderson, Nevada 89052
Attorneys for Plaintiffs/Counter-Defendant

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1. That he is counsel for the Plaintiffs in the above-entitled action; that he has read the foregoing Motion and knows the facts as described; that the same are true of his own knowledge and the that the email portions and exhibit attached hereto are true and correct copies of those documents as represented.

/s/ CJ Barnabi
CJ Barnabi, Esq.

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of October 2018, I served a copy of the foregoing 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:

Steven Barket:

Brandon McDonald (Brandon@mcdonaldlawyers.com)

Jan Richey (jan@mcdonaldlawyers.com)

Charles ("CJ") Barnabi Jr. (cj@mcdonaldlawyers.com)

Shafik Hirji:

Daniel Marks (Office@danielmarks.net)

G65 Ventures LLC:

Brandon McDonald (brandon@mcdonaldlawyers.com)

Shafik Brown:

Danie Marks (Office@danielmarks.net)

Navneet Sharda:

Luz Garcia (nvrec@olympialawpc.com)

Kurt Naddafi (kurt@olympialawpc.com)

Bryan Naddafi (bryan@olympialawpc.com)

Furniture Boutique LLC:

Daniel Marks (office@danielmarks.net)

Navneet Sharda:

Luz Garcia (nvrec@olympialawpc.com)

Kurt Naddafi (kurt@olympialawpc.com)

Bryan Naddafi (bryan@olympialawpc.com)

Bryan Naddafi (bryan@sterlingkerrlaw.com)

Trata Inc.:

Luz Garcia (nvrec@olympialawpc.com)

Kurt Naddafi (kurt@olympialawpc.com)

Bryan Naddafi (bryan@olympialawpc.com)

Dated this 10th day of October 2018.

/s/ CJ Barnabi

An employee of McDonald Law Offices, PLLC

BRANDON B. McDONALD, ESQ.

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August 1, 2018

Via E-mail
Bryan Naddafi

Re: Barket v. Hirji
Case No.: A-17-75674-C

Mr. Naddafi:

Please accept this correspondence as a demand that you stipulate to joint dismissal of all claims brought by our respective clients against each other. After speaking to my client, I learned that a settlement agreement was executed between the two of them and that you were present for the settlement, along with my client's other attorney, Mike Mazur. I have attached a copy of the agreement to refresh your recollection.

We have asked you previously why you continue to move ahead with this case in spite of our understanding that there is a settlement. The fact that you continue to proceed with your client's case even though you knew of the settlement is a significant misrepresentation and it will be raised with the Court if we are required to file a Motion to Dismiss.

Please discuss this with your client and provide us with a response by Friday, August 3, 2018. Otherwise we will proceed with the Motion to Dismiss and seek sanctions. We look forward to hearing from you.

MCDONALD LAW OFFICES, PLLC


Brandon B. McDonald, Esq.



OPP

Harold P. Gewerter, Esq.
Nevada Bar Number: 499
HAROLD P. GEWERTER, ESQ., LTD.
1212 South Casino Center Blvd.
Las Vegas, Nevada 89104
Phone: (702) 382-1714
Fax: (702) 382-1759
Email: Harold@GewerterLaw.com
Attorney for Defendants/Counterclaimants

EIGHTH JUDICIAL DISTRICT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

Case No.: A-17-756274-C

Dept. No.: XVIII

Hearing Date: 11/27/18

Hearing Time: 9:00 a.m.

AND ALL RELATED MATTERS

OPPOSITION TO MOTION TO ENFORCE SETTLEMENT AGREEMENT
AND FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

COMES NOW Defendants/Counterclaimants, Navneet Sharda and Trata, Inc., by and through
their attorney of record HAROLD P. GEWERTER, ESQ. of HAROLD P. GEWERTER, ESQ., LTD.,
and hereby file their Opposition to Plaintiffs' Motion to Enforce Settlement Agreement and for an
Award of Attorney's Fees and Costs.

1 The instant Opposition is based upon the following Memorandum of Points and Authorities,
2 the Affidavit of Navneet Sharda, and the oral arguments to be heard by the Court.

3 DATED this 2nd day of November, 2018.

4 HAROLD P. GEWERTER, ESQ., LTD.

5
6 /s/ Harold P. Gewerter, Esq.

7 Harold P. Gewerter, Esq.

8 Nevada Bar Number: 499

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MEMORANDUM OF POINTS AND AUTHORITIES

I. Statement of Facts

Background

Plaintiff/Counter-defendant, Steven Barket (hereinafter "Barket"), has a long and sordid history as a discredited professional FBI informant and ethically challenged businessman.¹ Barket is also an extremely litigious individual who professes to be a "whistleblower," which equates to publishing defamatory internet sites against attorneys, former business associates, and others whom Barket either feels have wronged him or who have refused to fall for his scams. A simple internet search of Barket's name reveals such "whistleblower" internet sites.

In early 2014, Defendant/Counterclaimant Sharda (hereinafter "Sharda"), a medical doctor and businessman, was seeking an internet consultant who could build websites when he was unfortunately

¹ "After not impressing His Honor, government witness defends his honor." *Las Vegas Review Journal*, June 2, 2009. <https://www.reviewjournal.com/news/after-not-impressing-his-honor-government-witness-defends-his-honor/>

1 introduced to Barket by his former attorney. Soon thereafter, Sharda began being harassed and
2 pressured into poor business deals by Barket and their relationship became dysfunctional.

3 On August 15, 2016, Sharda and Barket entered into an agreement whereby they agreed not to
4 communicate the content of any confidential communications or proprietary information to third
5 parties without the prior consent of the other. They further agreed the neither would slander or
6 otherwise defame the other, including via written or electronic communications.
7

8 On or about January of 2017, Barket strong-armed a deal whereby Counterclaimant Trata, Inc.
9 (hereinafter "Trata"), of which Dr. Sharda was an officer, would loan One Million Dollars
10 (\$1,000,000.00) to Defendants Shafik Hirji and Shafik Brown (hereinafter the "Shafiks") as capital to
11 open a furniture company. Said loan to the Shafiks was secured by a promissory note, and Trata and
12 the Shafiks entered into a contract to create the furniture company. Barket was not a party to the note
13 or the furniture store contract, but upon information and belief, Barket received Three Hundred
14 Thousand Dollars (\$300,000.00). Shafik Brown later testified at a hearing in Case No. A-17-763995-
15 C that he initially believed that the Barket was really the source of the loan from Trata, based upon
16 representations that Barket made to him.
17
18

19 On or about the end of February 2017, Sharda was contacted by the Shafiks stating that Barket
20 had been siphoning away the capital which was to be used to open the furniture store, and thus making
21 their performance of the furniture store contract impossible. To keep the project on track, Sharda,
22 through Trata, executed a second contract with the Shafiks for an additional capital loan in the amount
23 of Two Hundred Thousand Dollars (\$200,000.00) which was secured by a second promissory note, a
24 written personal guarantee by the Shafiks, and further secured by title in four automobile repair shops
25 owned by Shafik Hirji and/or Shafik Brown.. Again, Barket was not a party to this second contract
26 and corresponding note.
27
28

1 Upon learning of Trata's second capital loan to the Shafiks, Barket demanded more money
2 from them, and in an attempt to bolster his demands, Barket began claiming to them that Sharda was
3 an unworthy business partner. Thereafter, Barket began sending text messages to the Shafiks and
4 Sharda threatening to publicize their private business dealings to the general public if he did not receive
5 money from the second capital loan by Sharda to the Shafiks. Since the business dealings between
6 Sharda and the Shafiks were completely legitimate, such threats were ignored.

8 When Barket was not included in the second capital loan, he made good on his threats by
9 publishing one of his so-called "whistleblower" internet sites, this time targeting Sharda, which posted
10 Sharda's private information and contained allegations against Dr. Sharda which cast him in a negative
11 and false light. Said internet site caused Dr. Sharda considerable damage both financially and in terms
12 of his reputation with respect to both his medical practice and business dealings. Barket also published
13 a "whistleblower" site against the Shafiks, shafikhirji.com. When Barket's internet blackmail didn't
14 work, he then sued Sharda and Shafik (the present case). Finally, as an attempt to extort Sharda, on
15 or about June of 2017 Barket purchased a judgment against Sharda in Case No. A-15-712697 (Gordon
16 Silver v. Sharda), and without providing Sharda with proper notice, Barket showed up one morning at
17 Sharda's home (which he shared with his elderly mother) with constables and proceeded to take all
18 his parents' furniture, a truck belonging to a company in Arizona, Sharda's father's Mercedes,
19 Sharda's vehicle, and two motorcycles.

22 The Settlement Agreement

23 On July 29, 2017, the parties entered into the subject Settlement Agreement to appease Barket.
24 As the Court will note, the subject Settlement Agreement, which was not publicly filed per the terms
25 therein, is contained under the caption "Gordon Silver v. Sharda," Case No. A-15-712697.² As just
26

27
28 ² An unfiled hard copy of the Settlement Agreement is being provided to the Court's chambers.

1 noted, Barket had purchased a debt/judgment from Gordon Silver which was owed by Sharda. Yet as
2 noted in Barket's Motion, at page 4, Footnote 1, the Settlement Agreement specifically references and
3 applies to the instant Case. *See* Settlement Agreement, page 1. The Court will also note that the
4 parties to the Settlement Agreement are only Barket and Sharda.

5
6 Without referring to the terms of the subject Settlement Agreement herein as they are
7 confidential, Sharda can only reveal herein the following facts:³ First, Sharda was pressured into
8 signing the Settlement Agreement under threat of eminent physical harm. During a break in a debtor-
9 creditor exam relating to Case No. A-15-712697, Barket convinced Sharda that the Shafiks "were
10 going to kill him," but that Barket would ensure Sharda's safety if he would enter into the subject
11 Settlement Agreement. Barket informed Sharda that the Shafiks had killed people in the past and were
12 not hesitant to do so in the future.⁴ This conversation took part privately between Barket and Sharda
13 outside of the presence of their respective counsels. Moreover, the internet site Barket published against
14 Sharda had already begun to affect Sharda's business as his cancer patients are constantly researching
15 physicians on the internet. Thus, faced with the imminent loss of his practice as well as possible loss
16 of his life, Sharda was in a no win situation and was forced to sign the Settlement Agreement despite
17 the strong objections of his then-attorney, Bryan Nadaffi, Esq. Second, it is Barket, not Sharda, who
18 has materially breached the Settlement Agreement. Barket has received a financial windfall from
19 Sharda per the terms of the Agreement because Sharda (and only Sharda) has complied with all of its
20 terms. Third, Barket claims that the subject Settlement Agreement contains mutual release clauses
21 which simply do not exist. And fourth, Counterclaimant Trata, Inc. was not a party to the Settlement
22 Agreement and cannot be bound to its terms.
23
24
25
26

27 ³ Defendants/Counterclaims respectfully request that the November 27, 2018 Hearing on the instant
28 Motion either be heard in Chambers or in a closed courtroom.

⁴ (<https://shafikhirji.com/2017/05/06/shafik-hirji-sht-just-got-real/>).

II. Legal Authorities and Arguments

a) The Settlement Agreement is void

As Barket correctly notes in his Motion, the Nevada Supreme Court has previously held that settlement agreements are contracts, and their construction and enforcement are governed by contract law. *May v. Anderson*, 121 Nev. 668, 119 P.3d 1254 (2005). “A contract obtained by duress or from an incompetent or by some fraudulent practice in inducing its execution is, among others, an instance of fraud inhering in the obtaining of the contract.” *Havas v. Alger*, 85 Nev. 627, 461 P. 2d 857 (1969); citing *Nevada Mining and Exploration Co. v. Rae*, 47 Nev. 173, 182, 218 P. 89, 223 P. 825 (1923) “If a party's manifestation of assent is induced by an improper threat by the other party that leaves the victim no reasonable alternative, the contract is voidable by the victim.” Restatement (Second) of Contracts §175(1).

In the instant matter, the subject Settlement Agreement is void because it was signed by Sharda out of the belief that he was in imminent, life-threatening, danger. As noted herein, Sharda was convinced by Barket that the Shafiks “were going to kill him.” Barket further stated to Sharda that he would ensure Sharda’s safety **only** if Sharda would enter into the subject Settlement Agreement. Without divulging the terms of the Settlement Agreement, it can be said that the Agreement would substantially enrich Barket if it was signed by Sharda. In short, Sharda signed the Settlement Agreement under duress, and as such, said Agreement is not valid or enforceable.

b) Barket has no standing to enforce the Settlement Agreement

Barket’s Motion to Enforce seeks to enforce an agreement that he himself has already breached. Without disclosing any terms of the Settlement Agreement, Barket’s Motion states “Plaintiffs have requested that the parties mutually dismiss their claims pursuant to [the] written

1 settlement agreement.” Plaintiff’s Motion, pages 1-2. Barket goes on to admit that “[a]s the parties
2 agreed that Sharda would be dismissed from this matter prior to the Counterclaim...” *Id.*, at page 5.

3 The doctrine of unclean hands “derives from the equitable maxim that ‘he who comes into
4 equity must come with clean hands.” *Omega Industries, Inc. v. Raffaele*, 894 F.Supp. 1425, 1431
5 (D.Nev.1995) (quoting *Ellenburg v. Brockway, Inc.*, 763 F.2d 1091, 1097 (9th Cir.1985)). The
6 doctrine bars relief to a party who has engaged in improper conduct in the matter in which that party
7 is seeking relief. *Truck Ins. Exch. v. Palmer J. Swanson, Inc.*, 124 Nev. 629, 189 P. 3d 656 (2008).

9 In the instant matter, subsequent to the signing of the subject Settlement Agreement, Barket
10 **never dismissed Sharda** from the instant case. This is directly in contrast with the terms of the
11 Agreement, as admitted to in Barket’s Motion. As such, Barket has no standing to assert that Sharda
12 or Trata has breached the Agreement by failing to with draw their Counterclaim against him.

13
14 c) The Settlement Agreement was not a mutual release of all claims

15 As already referenced, Barket’s Motion states that “Plaintiffs have requested that the parties
16 mutually dismiss their claims **pursuant to** [the] written settlement agreement.” Plaintiff’s Motion,
17 pages 1-2. (Emphasis added). Unfortunately for Barket, the subject Settlement Agreement does not
18 state that Sharda (or Trata) agrees to release any or all claims which he may have against Barket.

20 The question of the interpretation of a contract when the facts are not in dispute is a question
21 of law. *Grand Hotel Gift Shop v. Granite St. Ins.*, 108 Nev. 811, 815, 839 P.2d 599, 602 (1992). “A
22 contract is ambiguous if it is reasonably susceptible to more than one interpretation.” *Margrave v.*
23 *Dermody Properties*, 110 Nev. 824, 827, 878 P.2d 291, 293 (1994). A basic rule of contract
24 interpretation is that “[e]very word must be given effect if at all possible.” *Royal Indem. Co. v. Special*
25 *Serv.*, 82 Nev. 148, 150, 413 P.2d 500, 502 (1966). “A court should not interpret a contract so as to
26 make meaningless its provisions.” *Phillips v. Mercer*, 94 Nev. 279, 282, 579 P.2d 174, 176 (1978).

1 In the instant matter, the Settlement Agreement, which was executed by Sharda under extreme
2 duress, is nonetheless not ambiguous and its plain reading should be given meaning. As admitted by
3 Barket's Motion, "[t]he Settlement Agreement specifically states though [sic] the claims against
4 Sharda would be dismissed as memorialized..." Plaintiff's Motion, page 4, Footnote 1. By contrast,
5 **nowhere** in Barket's Motion does he cite to a portion of the Settlement Agreement whereby it states
6 that the parties were mutually releasing any and all claims against each other. In fact, said Settlement
7 Agreement contains no such provision. In sum, Barket's entire Motion seeks to enforce a clause of
8 the subject Settlement Agreement which simply does not exist.

9
10 d) The subject Settlement Agreement is not enforceable as to Trata

11
12 Even if this Court find that the subject Settlement Agreement is valid, and that it somewhere
13 contains a "mutual release" of claims provision, in no way can the Settlement Agreement be enforced
14 against Counterclaimant Trata, Inc. Said Agreement, which is executed in two parts simultaneously,
15 is explicitly and unambiguously between Barket and Sharda. Moreover, both parts of the Settlement
16 Agreement are signed **only** by Barket and Sharda in their individual capacities. Finally, nowhere in
17 the Settlement Agreement is Trata ever referred to by name. Accordingly, Trata is not a party or even
18 a beneficiary of the Settlement Agreement, and as such, it cannot be found that Trata has agreed to
19 waive any claims it has against Barket.

20
21 **III. Conclusion**

22
23 Based upon the foregoing, Barket's Motion to Enforce should be DENIED in its entirety. As
24 demonstrated, the subject Settlement Agreement is unenforceable, it is devoid of the clause(s) relied
25 upon in Barket's Motion, and it is wholly invalid as to Counterclaimant Trata, Inc. Defendants/
26 Counterclaimants, Navneet Sharda and Trata, Inc. also respectfully request attorney's fees, costs, and
27 all other relief to which they are entitled.

1 DATED this 2nd day of November, 2018.

2 HAROLD P. GEWERTER, ESQ., LTD.

3 /s/ Harold P. Gewerter, Esq.

4 Harold P. Gewerter, Esq.

5 Nevada Bar Number: 499

6 1212 South Casino Center Blvd.

7 Las Vegas, Nevada 89104

8 Phone: (702) 382-1714

9 Fax: (702) 382-1759

10 Email: Harold@GewerterLaw.com

11 CERTIFICATE OF SERVICE

12 The undersigned, an employee of HAROLD P. GEWERTER, ESQ. LTD., hereby certifies that
13 on the 2nd day of November, 2018, caused a copy of the *OPPOSITION TO MOTION TO ENFORCE*
14 *SETTLEMENT AGREEMENT AND FOR AN AWARD OF ATTORNEY'S FEES AND COSTS*,
15 to be transmitted via Odyssey e-Filing System pursuant to Rule 5(b)(2)(D) of the Nevada Rules of
16 Civil Procedure and Rule 8.05 of the Eighth Judicial District Court Rules, as follows:

17 Brandon B. McDonald, Esq.
18 Charles ("CJ") E. Barnabi, Jr., Esq.
19 McDONALD LAW OFFICES
20 2451 W. Horizon Ridge Parkway, #120
21 Henderson, NV 89052

22 Daniel Marks, Esq.
23 610 South Ninth Street
24 Las Vegas, Nevada 89101
25 Telephone: (702) 386-0536
26 Fax: (702) 386-6812

27 /s/ Sonja K. Howard

28 An employee of

HAROLD P. GEWERTER, ESQ., LTD.

[illegible]

1. That I am knowledgeable about all matters set forth in this Affidavit and know them to be true, except where stated upon information and belief, and in those instances I believe them to be true.

3. That I have read the Opposition to which this Affidavit is attached and am able to testify as to the matters stated therein.

5. Barket presented himself to me as a former FBI agent, a current FBI informant, an investigator for Las Vegas Metropolitan Police Department, and as a private investigator.

7. That soon thereafter, the relationship between myself and Barket became volatile and I wanted nothing further to do with him.

SH3000 JA000726

1 9. That on August 15, 2016, I paid Barket the monies he claimed I owed him and we
2 entered into an agreement whereby we agreed not to communicate the content of any confidential
3 communications or proprietary information to third parties without the prior consent of the other.

4 10. That on August 15, 2016 Barket and I further agreed the neither would slander or
5 otherwise defame the other, including via written or electronic communications.

6 11. That on or about January of 2017, Barket pressured me into a deal whereby a company
7 of which I am an officer, Counterclaimant Trata, Inc., would loan One Million Dollars (\$1,000,000.00)
8 to Defendants Shafik Hirji and Shafik Brown (hereinafter the "Shafiks") as capital to open a furniture
9 company.

10 12. That said loan to the Shafiks was secured by a promissory note and personal guaranties
11 by the Shafiks.

12 13. That Barket was not a party to the note or the furniture store contract, but upon
13 information and belief, Barket received Three Hundred Thousand Dollars (\$300,000.00) from the
14 Shafiks.

15 14. That on or about the end of February 2017, I was contacted by the Shafiks stating that
16 Barket had been siphoning away the capital which was to be used to open the furniture store, and thus
17 making their performance of the furniture store contract impossible.

18 15. That to keep the project on track, Trata executed a second contract with the Shafiks for
19 an additional capital loan in the amount of Two Hundred Thousand Dollars (\$200,000.00) which was
20 secured by a second promissory note.

21 16. That Barket was not a party to this second contract and corresponding note.

22 17. That upon learning of Trata's second capital loan to the Shafiks, Barket demanded more
23 money from them, and in an attempt to bolster his demands, Barket began claiming to them that I was
24 an unworthy business partner.

25 18. That thereafter, Barket began sending text messages to the Shafiks and myself
26 threatening to publicize the private business dealings between the Shafiks and Trata to the general
27 public if Barket did not receive money from the second capital loan by Trata to the Shafiks.
28

1 19. That since the business dealings between Trata and the Shafiks were completely
2 legitimate, Barket's threats were ignored.

3 20. That when Barket was not included in the second capital loan, he made good on his
4 threats by publishing one of his so-called "whistleblower" internet sites targeting me
5 (navneetshardaexamined.com) which posted my private information and contained allegations against
6 me which cast me in a negative and false light.

7 21. That in a further attempt to coerce money from me and or harass me, on or about June
8 of 2017 Barket purchased a judgment against me in Case No. A-15-712697 (Gordon Silver v. Sharda).

9 22. That without providing me due notice, Barket showed up one morning at my home
10 (which I shared with my elderly mother) with constables and proceeded to take all of my parents'
11 furniture, a truck belonging to a company in Arizona, my father's Mercedes, my vehicle, and two
12 motorcycles.

13 23. That while said internet site was viewable on the internet, both my medical practice
14 and business relationships were severely damaged financially and in terms of reputation.

15 24. That contemporaneously, Barket also published a "whistleblower" site against the
16 Shafiks, shafikhirji.com.

17 25. That after the Shafiks and I refused to pay money from the furniture store to Barket, he
18 then sued us (the present case).

19 26. That during a break in a debtor-creditor exam relating to Case No. A-15-712697,
20 Barket convinced me that the Shafiks had killed people and were going to kill me but that Barket
21 would ensure my safety if I would enter into the subject Settlement Agreement.

22 27. That on July 29, 2017 I was pressured under extreme duress to sign the subject
23 Settlement Agreement.

24 28. That said duress created by Barket was the internet site navneetshardaexamined.com
25 and that I would be physically harmed, or more specifically, killed by the Shafiks without Barket's
26 protection.

27 29. That said Agreement is only between myself and Barket.
28

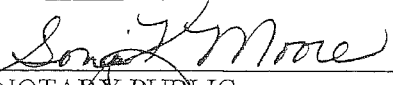
1 30. That the internet site, navneetshardaexamined.com, was later taken down after I was
2 pressured into the July 29, 2017 Settlement Agreement which Barket is presently trying to enforce
3 against me.

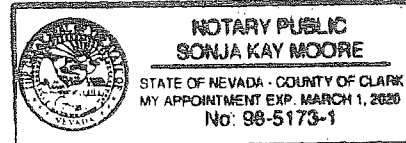
4 31. That I have complied with the terms of the subject Settlement Agreement which has
5 resulted in a financial windfall to Barket, and that Barket's subsequent actions based upon the subject
6 Settlement Agreement have resulted in findings of fraud by the District Court in Case No. A-17-
7 763995-C.

8 FURTHER YOUR AFFLIANT SAYETH NAUGHT.

9
10 
11 DR. NAVNEET SHARDA
12

13
14 SUBSCRIBED AND SWORN to before me
15 this 31st day of October, 2018.

16 
17 NOTARY PUBLIC
18 in and for the State of Nevada, County of Clark.
19 My Commission Expires: 03/01/2020
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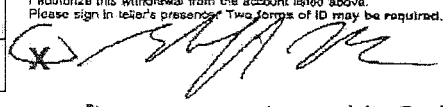
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Copy of Subject Settlement Agreement
Confidential
Delivered to the Court's Chambers Only

EXHIBIT “39”

Various cash withdrawals to pay Barket

| Site | Paid Date | Serial | Routing | Account | PC | Amount | Sequence # | C: |
|------------|-----------|--------|----------|------------|--------|-----------|------------|----|
| VIEWPOINTE | 20170209 | 6854 | 32127074 | 8823156073 | 000069 | 17,500.00 | 1183615098 | |

| | | | |
|--|-----------|--|---|
| Withdrawal | | 6854 |  |
| (Check One) <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Money Market Access <input type="checkbox"/> Command | | | |
| Account Number | | Date | |
| * 8823152073 | | 02/09/17 | |
| Please print: Name SHAFIK BROWN | | I authorize this withdrawal from the account listed above. Please sign in teller's presence. Two forms of ID may be required. | |
| Please print: Street Address, City, State, Zip Code | |  | |
| Seventeen thousand five hundred 70/100 | | Dollars | \$ 17,500.00 |
| Bank Use Only (When SVT is Not Available) TLR5666 (04/76) 88011 8000-0746 | | | |
| Customer ID | Exp. Date | Token Verified (✓) <input type="checkbox"/> | Approval |
| # 685411# 15000006941 | | | |

| | |
|------------|--|
| 1183615098 | |
|------------|--|

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| Site | Paid Date | Serial | Routing | Account | PC | Amount | Sequence # | C: |
|------------|-----------|--------|----------|------------|--------|----------|------------|----|
| VIEWPOINTE | 20170224 | 6331 | 32127074 | 8823156073 | 000069 | 6,000.00 | 6342164368 | |

Withdrawal / Retiro:

(Check One / Marque una) ☒ Checking/Cuenta de Cheques ☐ Savings/Ahorros ☐ Money Market Access ☐ Command **6331**

Account Number / Número de cuenta: * 8823156073 Date/Fecha: 2/24/17

Please print: Name / Letra de imprenta: Nombre: **Shafik Brown**

Please print: Street Address, City, State, Zip Code / Letra de imprenta: Domicilio, Ciudad, Estado, Código Postal: _____

I authorize this withdrawal from the account listed above. / Autorizo este retiro de la cuenta mencionada arriba. Please sign in teller's presence for cash back. / Firme on la presencia del (de la) cajero(a) para el retiro de dinero en efectivo. **(X)** *[Signature]*

Six thousand and 00/100 Dollars \$ **6000.00**

Don't Use Only (When SVT is Not Available) TLR000 (04/15) 100015 0000307

Customer ID: _____ Exp. date: _____ Token Verified (Y) ☐ Approved: _____

⑈ 6331 ⑈ ⑈ 500000694⑈

Wells Fargo. Merit Use When Banked. Wells Fargo. Confirma el Retiro en el Banco.

5342164368

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| Site | Paid Date | Serial | Routing | Account | PC | Amount | Sequence # | C: |
|------------|-----------|--------|----------|------------|--------|----------|------------|----|
| VIEWPOINTE | 20170227 | 6188 | 32127074 | 8823156073 | 000069 | 9,500.00 | 1183852164 | |

Withdrawal/Retiro:

(Check One / (Marque une)) ☒ Checking/Cuenta de Cheques ☐ Savings/Ahorros ☐ Money Market Access ☐ Command **6188**

Account Number / Numero de cuenta
* 8823156073 Date/Fecha 2/25/17

Please print Name / Letra de imprenta: Noche
Shafik Brown

Please print: Street Address, City, State, Zip Code / Letra de imprenta: Domicilio, Ciudad, Estado, Código Postal
nine thousand five hundred and no/ Dollars \$ 9500.00

I authorize this withdrawal from the account listed above. / Autorizo este retiro de la cuenta mencionada arriba. Please sign in teller's presence for cash back. / Firme en la presencia del (de la) cajero(a) para el retiro de dinero en efectivo.
Two forms of ID must be required. / Se necesitan dos tipos de identificación.

Bank Use Only (When SVT is Not Available) TUR25C (2415) version 60305087
Customer ID Exp. date Token Validated [X] Approver

1183852164

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| Site | Paid Date | Serial | Routing | Account | PC | Amount | Sequence # | C: |
|------------|-----------|--------|----------|------------|--------|-----------|------------|----|
| VIEWPOINTE | 20170208 | 7136 | 32127074 | 8823156073 | 000089 | 20,000.00 | 6342169157 | |

Withdrawal/Retiro:

(Check One / (Marque una)) ☒ Checking/Cuenta de Cheques ☐ Savings/Ahorros ☐ Money Market Access ☐ Command

Account Number / Número de cuenta: * 88 2315 6073 Date/Fecha: 2/8/17

Please print Name - / Letra de imprenta: Nombre: Shafir Braun

Please print Street Address, City, State, Zip Code / Letra de imprenta: Domicilio, Ciudad, Estado, Código Postal: _____

I authorize this withdrawal from the account listed above. / Autorizo este retiro de la cuenta mencionada arriba. Please sign in teller's presence for cash withdrawal. / Firmar en la presencia del (de la) cajero(a) para el retiro de dinero en efectivo. Two forms of ID may be required. / Se pueden requerir dos tipos de identificación.

20,000.00 Dollars \$ 20,000.00

Bank Use Only (When SVT is Not Available) TUPID30 (04/15) WFO110 05110633

Customer ID: _____ Exp. date: _____ Token Verified (✓) ☐ Approval: _____

⑈ 7136 ⑈ ⑆ 5000000694 ⑆

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| Site | Paid Date | Serial | Routing | Account | PC | Amount | Sequence # | C: |
|------------|-----------|--------|----------|------------|--------|-----------|------------|----|
| VIEWPOINTE | 20170207 | 5475 | 32127074 | 8823156073 | 000069 | 50,000.00 | 1185387471 | |

Withdrawal / Retiro:

(Check One/ ☒ Checking/Cuenta de Cheques ☐ Savings/Ahorros ☐ Money Market Access ☐ Command **5475**

Account Number/ Número de cuenta: * **8823156073** Date/Fecha: **2/7/17**

Please print Name - / Letra de imprenta: Nombre: **Shafik Brown**

Please print Street Address, City, State, Zip Code / Letra de imprenta: Domicilio, Ciudad, Estado, Código Postal

I authorize this withdrawal from the account listed above. / Autorizo el retiro de la cuenta mencionada arriba. Please sign in teller's presence for cash back. / Firmar en la presencia del (de la) cajero(a) para el retiro de dinero en efectivo. Two forms of ID may be required. / Se podrían requerir dos tipos de identificación.

Fifty Thousand Dollars \$ **50000.00**

Serial: Use Only (When SVT is Not Available) TJS230 (04/15) WP119 00206367

Customer ID: Exp. date: Token Verified (✓) ☐ Approval:

* 5475 * 500000694 *

1185387471

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| Site | Paid Date | Serial | Routing | Account | PC | Amount | Sequence # | C: |
|------------|-----------|--------|----------|------------|--------|----------|------------|----|
| VIEWPOINTE | 20170202 | 4339 | 32127074 | 8823156073 | 000069 | 7,500.00 | 7849387764 | |

Withdrawal/Retiro:

(Check One/ (Marque una)) ☒ Checking/Cuenta de Cheques ☐ Savings/Ahorros ☐ Money Market Access ☐ Command **4339**

Account Number/ Número de cuenta: * 8823156073 Date/ Fecha: 2-2-17

Please print Name - (Letra de imprenta: Nombre) **Shafie Brown**

Please print Street Address, City, State, Zip Code/ (Letra de imprenta: Domicilio, Ciudad, Estado, Código Postal)

I authorize this withdrawal from the account listed above. / Autorizo este retiro de la cuenta mencionada arriba. Please sign in teller's presence for Cash back. / Fírmame en la presencia del (de la) cajero(a) para el retiro de dinero en efectivo. Two forms of ID may be required. / Se podrían requerir dos formas de identificación.

seven thousand five hundred Dollars \$ **7500.00**

Bank Use Only (When SVT is Not Available) TLRG20 (01/15) 800116 90225404

Customer ID: Exp. date: Token Validated (✓) ☐ Approved:


⑈ 4339⑈ ⑈ 5000000694⑈

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| Site | Paid Date | Serial | Routing | Account | PC | Amount | Sequence # | Cr |
|------------|-----------|--------|----------|------------|--------|----------|------------|----|
| VIEWPOINTE | 20170306 | 9068 | 32127074 | 8823156073 | 000069 | 6,000.00 | 1188812880 | |

Withdrawal

9068



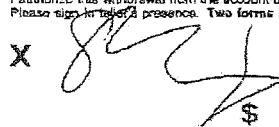
(Check One) ☒ Checking ☐ Savings ☐ Money Market Access ☐ Command

Account Number: *8823 15 6073 Date: 3-4-17

Please print: Name SHARLE HIND

Please print: Street Address, City, State, Zip Code

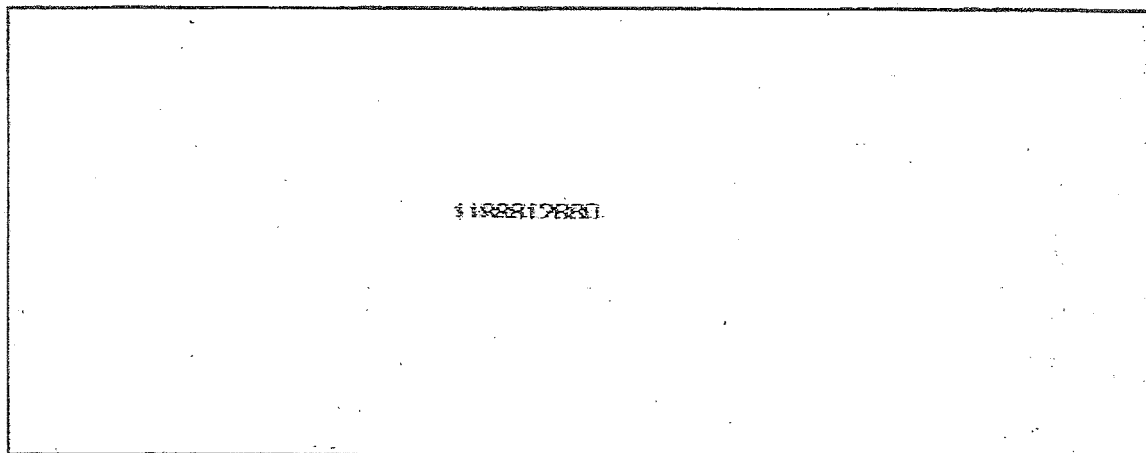
I authorize this withdrawal from the account listed above. Please sign in my presence. Two forms of ID may be required.



Six thousand Dollars \$ 6,000.00

| | | | |
|---|------------|---|-----------|
| Bank Use Only (When SVT is Not Available) | | TLR555 (04/15) WFS# 80094748 | |
| Customer ID: | Exp. date: | Taken Verified (✓) <input type="checkbox"/> | Approval: |

⑈ 9068 ⑈ ⑆ 500000694⑆



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| Site | Paid Date | Serial | Routing | Account | PC | Amount | Sequence # | C: |
|------------|-----------|--------|----------|------------|--------|-----------|------------|----|
| VIEWPOINTE | 20170125 | 9364 | 32127074 | 8823156073 | 000069 | 10,000.00 | 1188427313 | |

Withdrawal/Retiro:

(Check One/ (Marque una)) ☒ Checking/Cuenta de Cheques ☐ Savings/Ahorros ☐ Money Market Access ☐ Command

Account Number/ Número de cuenta: *8823156073 Date/Fecha: 1/25/17

Please print Name --/ Letra de imprenta: Nombre: Shafik Brown

Please print Street Address, City, State, Zip Code/ Letra de imprenta: Domicilio, Ciudad, Estado, Código Postal

I authorize this withdrawal from the account listed above. / Autorizo este retiro de la cuenta mencionada arriba. Please sign in teller's presence. / Fírmelo en la presencia del (de la) cajero(a) para el retiro de dinero en efectivo. Two forms of ID may be required. / Se podrían requerir dos tipos de identificación.

\$ 10,000.00

Ten thousand Dollars

Bank Use Only (When SVT is Not Available) TLR250 (04/15) 00014 00173033

Customer ID: Exp. date: Token Verified (✓) ☐ Apparent

⑈9364⑈ ⑈500000694⑈

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| Site | Paid Date | Serial | Routing | Account | PC | Amount | Sequence # | Ci |
|------------|-----------|--------|----------|------------|--------|-----------|------------|----|
| VIEWPOINTE | 20170125 | 7369 | 32127074 | 8823156073 | 000069 | 30,000.00 | 1046435602 | |

Withdrawal/Retiro:

(Check One/ (Marque una)) ☒ Checking/Cuenta de Cheques ☐ Savings/Ahorros ☐ Money Market Access ☒ Command

Account Number/ Número de cuenta: *8823156073

Date/Fecha: 1/25/17

Please print Name/ Nombre: SHARLE BROWN

Please print Street Address, City, State, Zip Code / L.iza de imprenta: Domicilio, Ciudad, Estado, Código Postal

I authorize this withdrawal from the account listed above. / Autorizo este retiro de la cuenta mencionada arriba. Please sign in teller's presence for cash back. / Firme en la presencia del (de la) cajero(a) para el retiro de dinero en efectivo. This form of ID may be required. / Se podría requerir dos tipos de identificación.

Thutyl Masand

\$ 30000.00

Dollars

Bank Use Only (When SVT is Not Available) TLR030 (04/16) WP216 80175833

Customer ID: Exp. date: Total Validated 1/1 0 Appraisal:

7369 # 50000006941

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| Site | Paid Date | Serial | Routing | Account | PC | Amount | Sequence # | Ci |
|------------|-----------|--------|----------|------------|--------|-----------|------------|----|
| VIEWPOINTE | 20170125 | 9374 | 32127074 | 8823156073 | 000069 | 20,000.00 | 1188427498 | |

| Withdrawal/Retiro: | | 9374 | |
|---|--|--|--|
| (Check One / (Marque una)) | <input checked="" type="checkbox"/> Checking/Cuenta de Cheques | <input type="checkbox"/> Savings/Ahorros | <input type="checkbox"/> Money Market Access |
| Account Number / Número de cuenta | | Command | |
| * 8823156073 | | Date/Fecha 1/25/17 | |
| Please print: Name / (Letra de imprenta: Nombre) Shafik Brown | | I authorize this withdrawal from the account listed above. / Autorizo este retiro de la cuenta mencionada arriba. Please sign in teller's presence for cash back. / Firme en la presencia del (de la) cajero(a) para el retiro de dinero en efectivo. Two forms of ID may be required. / Se podrán requerir dos tipos de identificación. | |
| Please print: Street Address, City, State, Zip Code / Letra de imprenta: Domicilio, Ciudad, Estado, Código Postal | | X | |
| Twenty thousand | | \$ 20000.00 | |
| Dollars | | | |
| Bank Use Only (When EFT/Debit is Available) TLR230 (04/15) Version: 60173633 | | | |
| Customer ID | Exp. date | Token Verified (✓) <input type="checkbox"/> | Approval |
| # 9374 # 500000694 # | | | |

1188427498

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EXHIBIT “40”
Postcards/Mailers

www.shafikhirji.com
unofficial site

- Convicted Felon
- Bankruptcy Fraud
- Straw Ownership, Multiple Businesses
- Word & Signature Worthless
- Phoney Baloney

Shafik Hirji



State of Nevada; Case No. A531745
\$300k+ Default Judgment &
Permanent Injunction Issued

| | | | | | | | | | | | |
|--|----|----|----|----|----|----|----|----|----|----|----|
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| <p>ORDER</p> <p>Based on the Findings of Fact and Conclusions of Law contained herein:</p> <p>IT IS HEREBY ORDERED that the Application for Default Judgment is hereby GRANTED.</p> <p>IT IS FURTHER ORDERED that Plaintiff recover of and from Defendant SHAFIK HIRJI the principal sum of \$219,474.00, together with interest accruing on the principal amount at the legal rate of _____ per annum from October 18, 2019, and attorney fees in the amount of \$75,000.00.</p> <p>IT IS FURTHER ORDERED that Defendant SHAFIK HIRJI is permanently enjoined against continuing to engage or participate in the authorship, repair, purchase in any manner, sales, directly or indirectly, except by way of open and transparent ownership and/or control and</p> | | | | | | | | | | | |

EXHIBIT “41”

Declaration of Shafik Hirji
dated July 28, 2020

DECLARATION OF SHAFIK DIRJI

Shafik Dirji, certifies under penalty of perjury that the following assertions are true:

1. That Affiant is the Defendant in the above entitled consolidated action and that this Declaration is submitted in support of the foregoing Motion to Dismiss with Prejudice and for Related Relief.
2. On or about March 5, 2017, I stopped communicating with Steve Barker.
3. Shortly thereafter, Steve Barker disseminated fliers and postcards/mailers, which inferred that I was untrustworthy, dishonest, and a scam artist, who sets up fake business fronts, and commits bankruptcy fraud to escape my creditors to various people. Barker disseminated the postcards/ mailers to customers in the vicinity, business associates of my son, Shafik Brown and I, the landlords for each business, all of the tenants and employees surrounding each business, including but not limited to the tenants and employees in the boulevard mall, neighboring business owners, and employees of Furniture Fashions, Champagne Salon & Spa, Olivia's Mexican Restaurant & Bar, Hilari Restaurant & Sports Bar, and Furniture Boutique. Steve Barker also sent the postcards/mailers to Defendants' Perfect Auto shops and D&A Auto Service shops. In addition, Steve Barker sent the postcards/mailers to the vendors for all of the Defendants' businesses.
4. Steve Barker also sent the postcards/ mailers to the neighbors in the community, which my son and I live in.
5. Steve Barker created various private smear websites to smear my name and reputation within the community as well as my family, my friends, and our business associates. He mentions family members in the websites who have nothing to do with Steve Barker and the Defendants' business dealings. Steve Barker created a website/webpage regarding our counsel at danielmarksexamined.com. Barker portrayed me, my family, their businesses, and their business associates in a negative light on his various websites to harm not only my reputation but also the reputation of my family, and their business and/or

1 to financially harm myself, my family, and their businesses. Steve Barket said he
2 would take down the websites if I gave him more money.

3
4 6. Champagne Salon & Spa had two locations. The first location was an existing
5 salon that was purchased, renovated, had new equipment installed and was
6 renamed Champagne Salon & Spa and opened in December 2015. At the time of
7 Steve Barket's actions, this location was averaging \$1,000,000 in sales annually
8 and growing.

9 7. The second location for Champagne Salon & Spa was an empty building that cost
10 \$1,000,000 to open up in July 2016. This location was averaging \$600,000 in
11 sales annually and growing. After Steve Barket disseminated the
12 postcards/mailers, business drastically declined at both locations and the business
13 was closed.

14 8. Olivia's Mexican Restaurant & Bar was an existing business that was taken over.
15 This business had sales of approximately \$70,000 a month.

16 9. Hatari's Restaurant & Sports Bar opened in approximately January 2017. Hatari
17 had \$50,000 gross sales per month, which would have equaled to \$600,000 per
18 year and growing. Hatari closed in April 2017.

19 10. The Furniture Boutique, LLC, which was the basis for this lawsuit had a delayed
20 opening from May 2017 to June 2017, because of funding issues caused by Barket
21 siphoning money away from the business. Due to the location, Furniture
22 Boutique, LLC, should have been profitable. However, Steve Barket's
23 dissemination by way of the postcards/mailers and his various websites precluded
24 the business from becoming profitable. Furniture Boutique, LLC closed in March
25 2018.

26 11. This statement is made under penalty of perjury.
27
28


12. Based upon the foregoing, I respectfully request for this Court to order Steve Barket to remove the various websites regarding myself, my family, our friends, and our business associates and to enjoin Steve Barket from creating any new websites pertaining to us or this lawsuit to prevent further harm to our reputations and/or financial harm to their remaining furniture and auto store businesses.

DATED this 21st day of July, 2020.


Shafik Hirji

DOCUMENT “16”

DOCUMENT “16”



APPX
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.

Date of Hearing:
Time of Hearing:

**Appendices for Defendants' Motion
to Dismiss Plaintiffs' Complaint with
Prejudice and for Related Relief**
(Volume VII 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 VII 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:

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EXHIBIT TITLE/DESCRIPTION DOC NO(S)

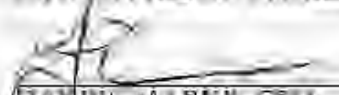
VOLUME VII

15. Continuation of Exhibit 10-10-10

16. Continuation of Exhibit 10-10-10

DATED the 22 day of July, 2020

LAW OFFICE OF DANIEL MARNS


DANIEL MARNE, ESQ.
Nevada State Bar No. 002001
TELEPHONE 202-4-600
Nevada State Bar No. 012001
610 South Ninth Street
Las Vegas, Nevada 89101
Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Office of Daniel Marne and I have on the 22 day of July, 2020, pursuant to NRS 51A.010, transmitted by e-mail to the following: DEFENDANTS' MOTION TO DISMISS APPENDICES VOLUME VII of VIII FOR DEFENDANTS' MOTION TO DISMISS PLAINTIFFS' COMPLAINT WITH PREJUDICE AND FOR RELIEF of Plaintiff Electronic Policy provided by the Defendant to the following:

Charles H. Smith, Esq.,
175 E. Warm Springs Road, Suite 104
Las Vegas, Nevada 89101
Attorney for Plaintiff

Donald P. Sawyer, Esq.,
HALL D.P. OF WILSON, PLLC LTD
Attorney for Plaintiff


An employee of the
LAW OFFICE OF DANIEL MARNE

EXHIBIT “42”
shafikhirji.com website

Latest Posts

Shafik Hirji and the story of sons Rahim Hirji and Shafik Brown (same father, different mothers):

Author: Steve | May 29, 2020 | 0 Comments



The Story of Liens, Judgments & Bankruptcies(Case No. 08-10782-mkn – Rahim's bankruptcy) They say if you don't learn from history, you're destined to repeat it. That would be the case with Rahim Hirji (the apple doesn't fall far from the... [\(READ MORE\)](#)

Uncategorized

Attn. Gov. Steve Sisolak and Attorney General Aaron Ford:

Author: Steve | May 14, 2020 | 0 Comments

DEFAULT JUDGMENT AND PERMANENT INJUNCTION

An Application having been duly made by Plaintiff, STATE OF NEVADA (hereinafter, "STATE"), against Defendant SHAFIK HIRJI (hereinafter, "HIRJI"), and the default of said Defendant having been entered for failure to appear for the Calendar Call, and Defendant not appearing to be in the military service of the United States, and Defendant not appearing to be an infant or incompetent person, and this case having come on for hearing before the Honorable Mark Denton, District Court Judge, on the 6th and 13th day of June, 2011, the Plaintiff STATE, represented by CATHERINE CORTEZ MASTO, Attorney General of the State of Nevada, by and through her deputies, Adriana Escobar and Jeffrey H. Segal, and Defendant HIRJI being present, represented by his attorney of record, Malcolm LaVergne, and the Court having considered the papers submitted in connection with the proceedings and the evidence adduced, and heard arguments proffered on behalf of the parties and taken the matter under advisement for further consideration, and good cause appearing:

IT IS ORDERED that Plaintiff recover of and from Defendant SHAFIK HIRJI the principal sum of \$218,474.93, together with interest accruing on the principal amount at the legal rate of ~~9%~~ ^{2%} per month from October 13, 2010, and attorneys' fees in the amount of \$75,000.00.

IT IS FURTHER ORDERED that Defendant SHAFIK HIRJI is permanently enjoined against continuing to engage or participate in the automotive repair business in any manner, either directly or indirectly, except by way of open and transparent ownership and/or control and in compliance with the laws of the State of Nevada and its political subdivisions and municipalities wherein business is engaged by him to include, without limitation, laws, ordinances, and regulations pertaining to formation of business organizations, use of fictitious firm names, licenses, workman's compensation, employment security, and taxation.

With the COVID-19 Financial Issues, Here's an Idea I'd Like to Pass Along on How to Pull in Some Revenue for the State of Nevada: Attention Nevada Gov. Steve Sisolak and state Attorney General Aaron Ford: here's an idea to... ([READ MORE](#))

Uncategorized

In My Opinion, Shafik Hirji Looks Like a Good Candidate For Involuntary Bankruptcy

Author: Steve | January 14, 2019 | 1 Comment

In my OPINION:

**SHAFIK HIRJI
IS A CANDIDATE FOR
INVOLUNTARY
BANKRUPTCY**

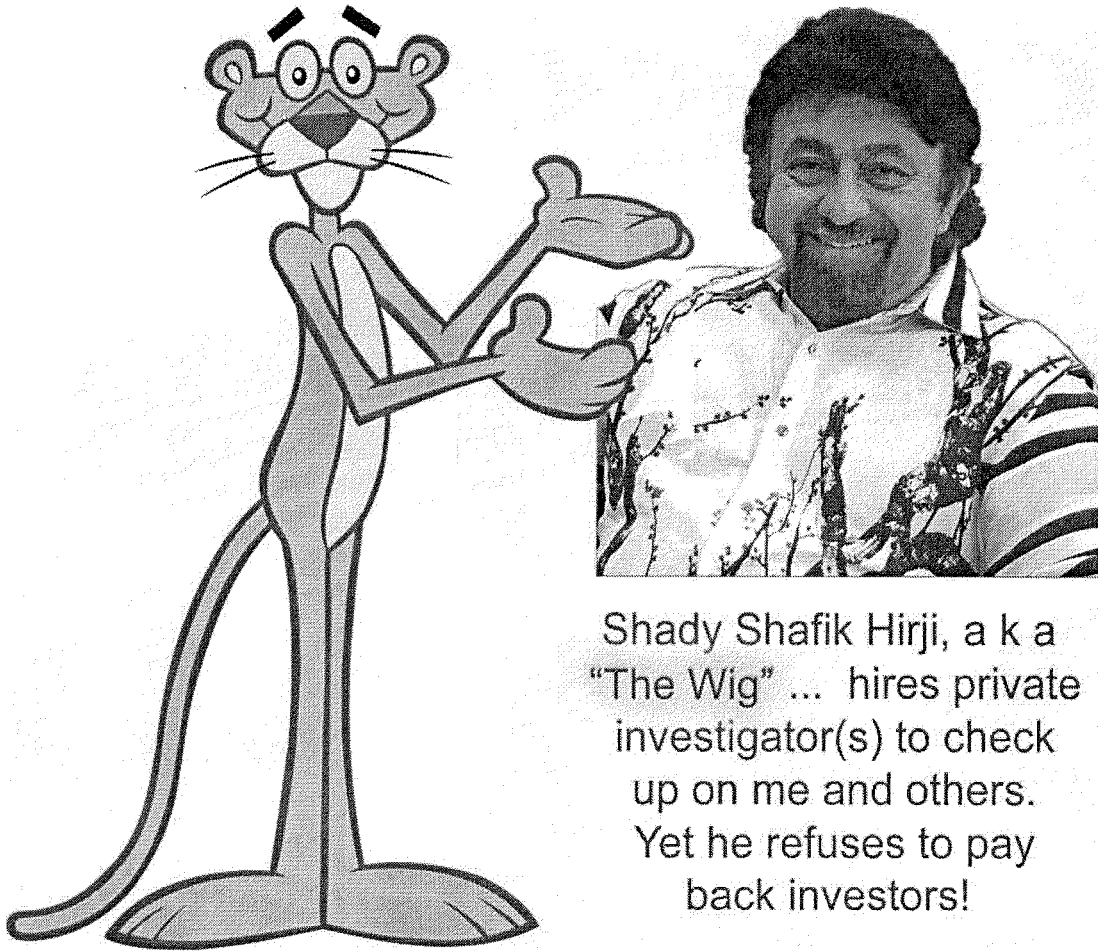
- **Ahders family owed
in excess of \$100,000**
Clark County Case No. A-18-770121-C
 - **Default to landlords
of over \$300,000**
 - **Default to construction
company of \$150,000**
 - **Default to Las Vegas
Review Journal of
more than \$420,000**
Clark County Case No. A-18-778782-C
- (Just to name a few ...)**

If Shafik Hirji owes you money, please contact me to discuss this matter further. Please keep in mind, I am not a lawyer and cannot give legal advice; I'm merely someone who is trying to recover money. Please contact me... ([READ MORE](#))

Uncategorized

Shady Shafik Hirji, a k a “THE WIG”, Hires Private Investigators to Check Me Out

Author: Steve | January 11, 2019 | 0 Comments



Shady Shafik Hirji, a k a
“The Wig” ... hires private
investigator(s) to check
up on me and others.
Yet he refuses to pay
back investors!

Shady Shafik Hirji, who we call “The Wig” around here, has hired private investigator(s) to check up on me and others, spending thousands of dollars in the process. He is a wiley one, still living the high life, who apparently... ([READ MORE](#))


Uncategorized

Shady Shafik Hirji to Appear in Court on Jan. 23 as a Plaintiff

Author: Steve | January 11, 2019 | 0 Comments

| REGISTER OF ACTIONS | |
|---|--|
| CASE NO. A-13-676419-C | |
| Shafik Hirji, Plaintiff(s) vs. Barry Jacobson, Defendant(s) | Case Type: Negligence - Auto Date Filed: 02/08/2013 Location: Department 4 Cross-Reference Case Number: A676419 |
| PARTY INFORMATION | |
| Defendant Delta Mechanical Inc | Lead Attorneys Josh C. Aicklen Retained 7028933383(W) |
| Defendant Jacobson, Barry | Bruce S. Dickinson Retained 7024747229(W) |
| Defendant Nevada Delta Mechanical Inc | Josh C. Aicklen Retained 7028933383(W) |
| Defendant Pavlich, John A | Josh C. Aicklen Retained 7028933383(W) |
| Defendant USF Reddaway Inc | Bruce S. Dickinson Retained 7024747229(W) |
| Defendant Wang, Chung | Randall Tindall Retained 702-997-3800(W) |
| Defendant Wang, Ting | Randall Tindall Retained 702-997-3800(W) |
| Other Clark County Pro Bono Project | |
| Plaintiff Hirji, Shafik | John W. Mulje Retained 7023867002(W) |

JURY TRIAL SCHEDULED TO START WEDNESDAY, JAN. 23







Pillar of the community, fountain of credibility. LMAO

Yes, you read that right; Shafik Hirji, after being pursued by so many people who he has defrauded over the years, is appearing in Clark County District Court as a plaintiff in a personal injury case, trying to cash in.... [\(READ MORE\)](#)

Uncategorized

The Comments Are Piling up on “Shady” Shafik Hirji as he Continues to Ignore Court-Ordered Judgments for Paying Back Money

Author: Steve | January 11, 2019 | 2 Comments

| Author | Comment | In Response To |
|---|--|---|
|  Mike crukato2k@gmail.com 68.104.67.233 | Hello.....I have been awarded a judgement against Purrfect Auto recently just over \$6k. As expected they have ignored the court order. I tried the Tell Tap option but the constable was only able to retrieve \$82 from the shop. I now want to pursue a bank levy but don't know who Purrfect Auto banks with so that I can direct the constable. Do you happen to have that info, or any suggestion how I can go about finding it? | Shady Shafik Hirji Hit With \$435,000-Plus Lawsuit by Las Vegas Review Journal View Post |
|  Brett Quincy BQ@gmail.com 97.99.223.141 | This information about Hirji should be first on your website. More people should be aware what kind of criminal he is. Approve Reply Quick Edit Edit History Spam Trash | Shafik Hirji SH*T JUST GOT REAL – What was the Relationship Between Hirji, Dr. Jagjit Sehdeva, and Noorul Virani? View Post |
|  Cc kzpril2015@gmail.com 172.58.73.183 | They must of reopened or something because I work inside the old macys which is now a cell center at the boulevard mall and I go inside the mall every day and their open... | Another Eviction for Furniture Fashion, a.k.a Boulevard Furniture Inc., & Lawsuit: This Time, Las Vegas Boulevard South Location View Post |
|  Someone who's been scammed by the Hirjis. scammed@scammed.com 24.234.65.247 | Steve, You are to be applauded for the work you are doing revealing all the evidence you have obtained on Shafik Hirji and kids. I know of this family and know that the kids are not as innocent as one would think. "The proverb: "The apple does not fall far from the tree" certainly applies to this family. You have close to 250,000 visitors on your site. I know there is a long list of people who would love to see Shafik and his kids locked up like common thugs deserve to be. Hopefully, some of these 250,000 are State and Federal agents trolling for information on this family like they have in the past. Keep it up Steve. There are a lot of people who have been scammed by this family. Now they have been able to do it for so long is unbelievable. | Default Judgment Against Shafik Brown, Son of Shafik Hirji, & Boulevard Fashions Granted for \$4.7 Million View Post |

How can Shafik Hirji continue to show his face in public and continue to be the operator behind Furniture Fashions and Purrfect Autos? He has scammed so many people, and there is such a continuing sense of outrage around what... ([READ MORE](#))

Uncategorized

Shady Shafik Hirji Hit With \$435,000-Plus Lawsuit by Las Vegas Review Journal

Author: Steve | August 30, 2018 | 2 Comments

Electronically Filed
8/2/2018 9:53 AM
Steven D. Grierson
CLERK OF THE COURT
Steven D. Grierson

**SHADY SHAFIK HIRJI
RACKS UP \$435,292.33
AFTER DEFAULTING ON
PAYMENT PLAN**

COMP
Peter Dubowsky
Nevada Bar No. 4972
Amanda M. Hinton, Esq.
Nevada Bar No. 4095
DUBOWSKY LAW OFFICE, CHTD.
3000 South Street, Suite 1020
Las Vegas, NV 89102
(702) 360-3560
Fax (702) 360-3515
Attorney for Plaintiff

CLARK COUNTY, NEVADA

LAS VEGAS REVIEW JOURNAL) Case No.: A-18-778782-C
)
Plaintiff,) Dept No.: Department 2
)
vs.)
)
FIRST ADVERTISING INC. a Nevada)
corporation; and SHAMSHUDIN HIRJI and)
SHAFIK HIRJI each individually as personal)
guarantors; and DOES I-X and ROI)
CORPORATIONS I-X, inclusive)
)
Defendants)

COMPLAINT

Plaintiff, by and through their counsel of record, Peter Dubowsky, Esq. of the
DUBOWSKY LAW OFFICE, CHTD. appears and alleges as follows:

1. Plaintiff is the largest circulating daily newspaper in Nevada.
2. Defendant, FIRST ADVERTISING INC. is at all times relevant herein
doing business in Clark County, Nevada.
3. Defendants, SHAMSHUDIN HIRJI and SHAFIK HIRJI, are at all times
relevant herein believed to be residents of, and doing business in Clark County, Nevada.

Shafik Hirji Defaults on Payment Plan to Resolve \$435,292.33 Outstanding Balance Due to the LVRJ It just doesn't stop with this guy. Shafik Hirji is in the middle of financial and legal issues yet again! In a lawsuit filed (Case... [\(READ MORE\)](#))

Uncategorized

Default Judgment Against Shafik Brown, Son of Shafik Hirji, & Boulevard Fashions Granted for \$4.7 Million

Author: Steve | August 1, 2018 | 4 Comments

545

SH3104 JA000761

Las Vegas, Nevada 89145
702) 382-0711 FAX: (702) 382-5816

Furniture Fashions

Author: Steve July 31, 2018 0 Comments

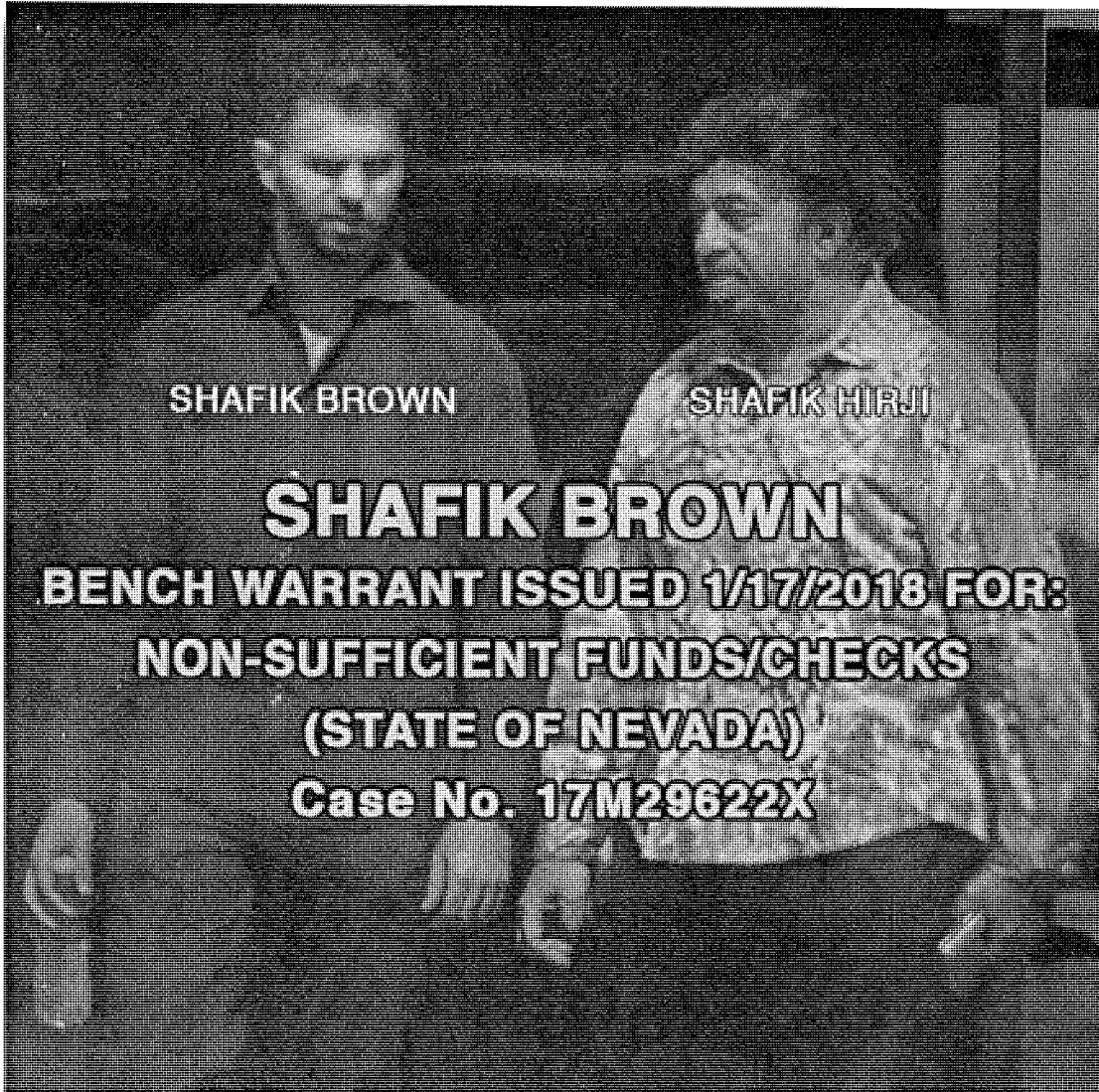


I've known about this since early June, but one more Furniture Fashions store has bitten the dust. It closed over a month ago, sometime in early June at the latest, perhaps earlier. That store closing becomes the third Furniture Fashions... [\(READ MORE\)](#)

Furniture Fashions

Shafik Brown's Mounting Legal Troubles Include Non-Sufficient Funds / Bad Checks

Author: Steve | April 25, 2018 | 0 Comments




You would think that if you were having legal troubles and running afoul of standard, moral and ethical business practices, that you would try to keep your nose clean. You'd think that if you owed more than \$100,000 in back... [\(READ MORE\)](#)

Uncategorized

Shafik Brown (a k a “Little Shafik”) — The Apple Doesn’t Fall Far From the Tree; Bench Warrant Issued

Author: Steve | April 23, 2018 | 2 Comments

| | |
|------------|---|
| 12/11/2017 | OTHER EVENTS AND HEARINGS |
| 12/12/2017 | CTRACK Track Assignment JC01 |
| 12/12/2017 | Criminal Complaint |
| 12/12/2017 | Summons Issued In Lieu Of Arrest |
| 12/12/2017 | Declaration of Warrant Summons (Affidavit) |
| 12/20/2017 | Summons Returned |
| 12/20/2017 | Attempted not known; unable to forward |
| 01/17/2018 | Arrestment (8:01 AM) (Judicial Officers Senior/Visting, Judge, Lippa, Deborah J.) |
| 01/17/2018 | No Self Pleaded |
| 01/17/2018 | Resub Bench Warrant Issued |
| 01/17/2018 | Defendant failed to appear |
| 01/17/2018 | Bench Warrant Ordered Issued - Defendant Failed to Appear |
| 01/17/2018 | \$2,000.00 Total Due |
| 01/17/2018 | Minute Order - Department 01 |
| 01/17/2018 | Warrant Issued |
| 01/17/2018 | Bench Warrant - Face Sheet |
| 01/17/2018 | Bench Warrant Confidential |
| 02/08/2018 | Administrative Reassignment to Department 1 |
| | Judicial Officer reassigned from Judge JC Department 1 to Judge Robert J. Walsh. |



**SHAFIK BROWN:
ARREST WARRANT
ISSUED!!**

Criminal Case Records Search Results

“Check” this out — Shafik Brown, son of Shafik Hirji (also labeled as “Little Shafik” by some) has learned well at the ⁵⁴⁸ of his father. Take a look at the bench warrant below issued by Clark County at the... [\(READ MORE\)](#)

SH3107 JA000764

Uncategorized

Shafik Brown Tax Bill: \$112,576 Owed to State of Nevada Department of Taxation

Author: Steve | February 13, 2018 | 0 Comments

THE DEPARTMENT OF TAXATION of the State of Nevada hereby certifies that

BROWN SHAFIK

hereinafter referred to as taxpayer, is liable to the State of Nevada for amounts due from and required to be paid by the taxpayer and duly determined under the provisions of Chapters 360.473 of Nevada Revised Statutes, when applicable, for the period beginning on the 1st day of May 2016 and ending on the 30th day of November 2017 to wit: tax \$98,244.45; penalty \$10,072.75; interest \$7,233.98; returned check charge \$25.00; and fees \$0.00; the total amount is \$112,576.18; that further interest will accrue on any and all of the tax remaining unpaid after 01/31/2018 at the rate of .75 percent per month or fraction thereof; that the address of the taxpayer as it appears on the records of the Department is:

REDACTED

and that the Department of Taxation has caused this Certificate to be executed.

AMOUNT OWED: \$112,576

IN WITNESS WHEREOF, the State of Nevada has caused this Certificate to be executed.

Date: 01/04/2018

DEPARTMENT OF TAXATION
OF THE STATE OF NEVADA
Patricia Douglas
Patricia Douglas

STATE OF NEVADA)
Carson City) SS

Less than a month ago as of this writing, Shafik Brown, son of Shafik Hirji who, in my opinion, allegedly uses his son as a nominee to run several of his businesses, got slapped with a pretty hefty tax bill... ([READ MORE](#))

Uncategorized

Shafik Hirji Rips Off 85-Year-Old Man and His Son of Life Savings; Parties at Pit Bull Concert

Author: Steve | February 5, 2018 | 0 Comments



Cold as ice, scumbag low-life — that's my opinion of Shafik Hirji. Hirji is the kind of guy who takes investment money from an 85-year-old invalid and his son — their life savings — and doesn't pay it back, hiding... ([READ MORE](#))

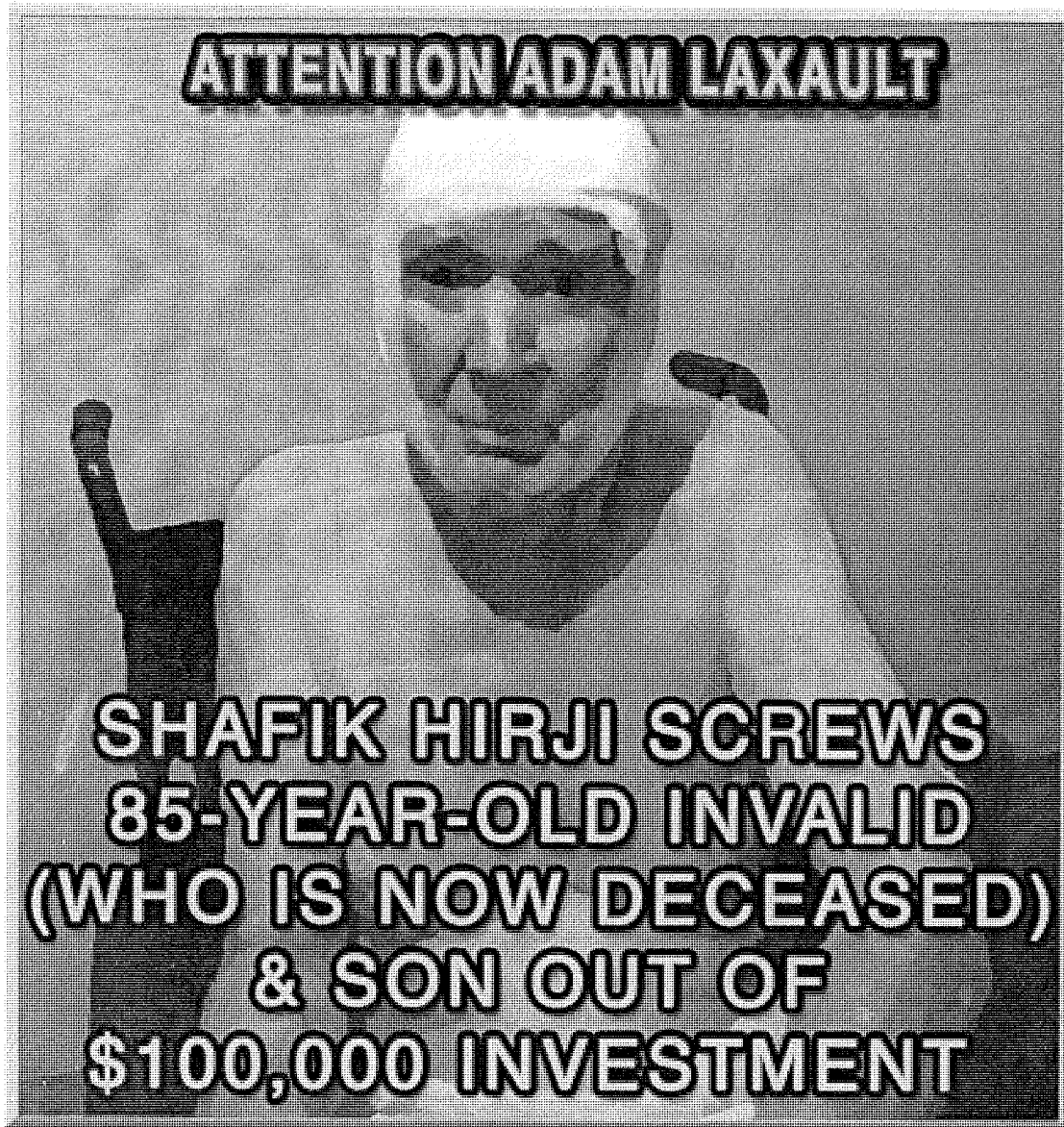
Uncategorized

Adam Laxault, Nevada Attorney General: Your Lack of Action Against Shafik Hirji and His Nominees Leads to More Victims

Author: Steve | January 26, 2018 | 0 Comments

550

SH3109 JA000766



Adam Laxault, Nevada Attorney General, you're running for governor this year, and the office that you currently control and its lack of enforcement in collection capabilities certainly raises questions about your leadership ability. In my opinion, Shafik Hirji is a... ([READ MORE](#))

Uncategorized

Death of 85-Year-Old Invalid That Shafik Hirji Ripped Off Related to the Man's \$100,000 Life Savings Investment Apparently Has No Effect on Hirji, Who Continues to Live a Lavish Lifestyle

Author: Steve | January 26, 2018 | 0 Comments



NV Attorney General
@NevadaAG

The official twitter site of the Nevada Attorney General's office. This account is run by staff.

Nevada

ag.nv.gov

Joined October 2012

505 Photos and videos



Tweets 1,457 Following 282 Followers 4,219 Likes 107 Lists 1

Tweets Tweets & replies Media



NV Attorney General @NevadaAG · 43m

Our office is taking extra steps to protect our seniors. Our latest efforts including releasing an elder guide to aid our law enforcement in their elder investigations @KTNV @dspin13



Attorney General launches new teams to protect ...
Nevada Attorney General creates new teams to train local police about elder abuse and exploitation. Abuse by guardian cited as need for the new teams.
ktnv.com

2 1



NV Attorney General @NevadaAG · 2h

This week, our office released a guide to assist law enforcement with elder abuse and neglect investigations. We hope this guide will help us help our seniors @KRNv



Nevada Attorney General releases guide for elder abuse, neglect in...
The Nevada Attorney General's office has released a resource guide for law enforcement across the state when it comes to investigating cases of
mynews4.com

1 1

 NV Attorney General Retweeted



State Bar of Nevada @nevadabar · Jan 25

Today, the Nevada Attorney General (@NevadaAG) released a statewide resource guide to help law enforcement officers recognize elder abuse and explore their next step options.

NV Attorney General @NevadaAG
Protecting our elderly has been a priority for our office, and today we released a statewide resource guide to help law enforcement officers recognize elder abuse and explore their next step options. View the guide and learn more: bit.ly/2Gi0gzQ #ProtectOurSeniors

1 4 10



NV Attorney General @NevadaAG · Jan 25

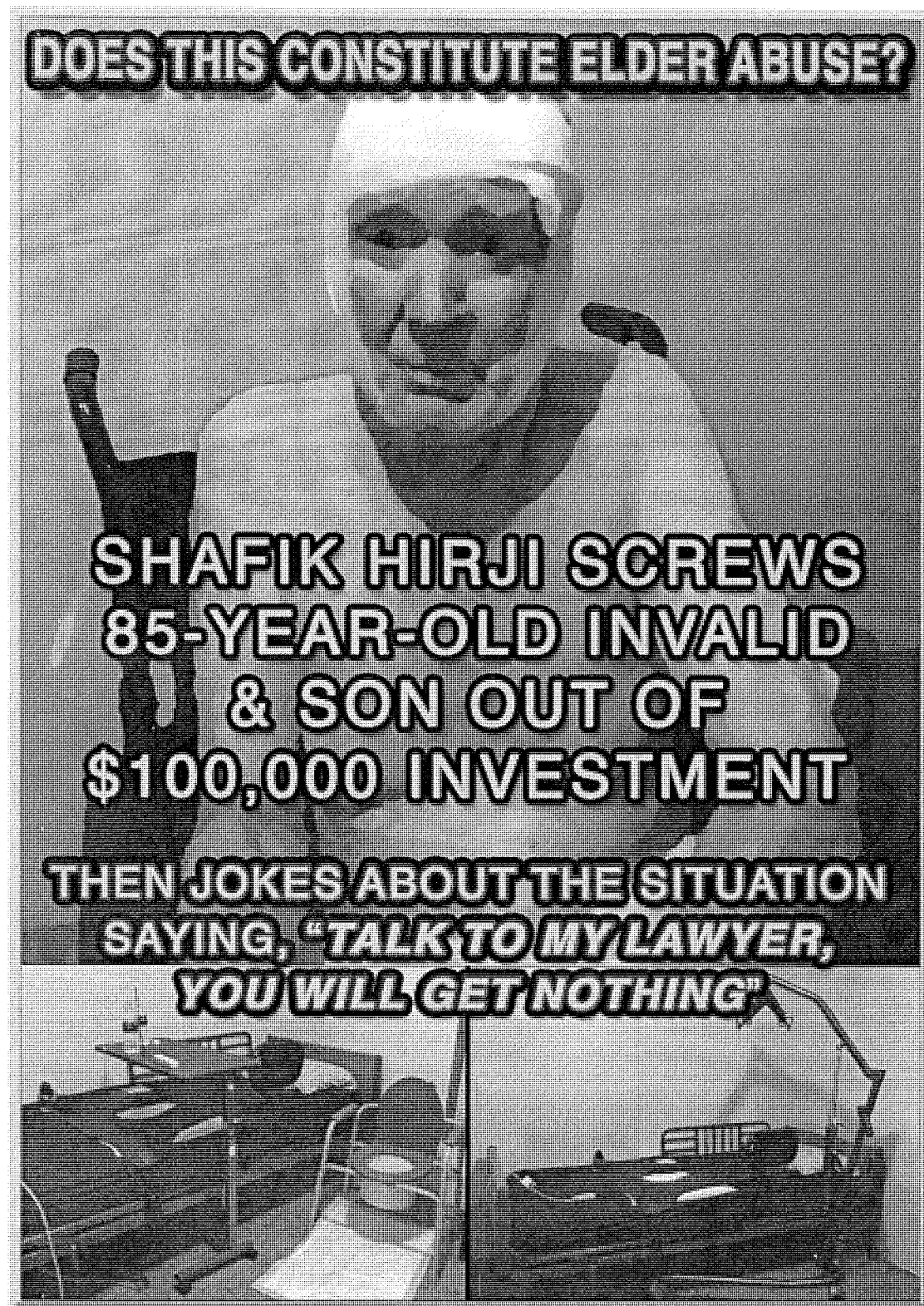
Protecting our elderly has been a priority for our office, and today we released a statewide resource guide to help law enforcement officers recognize elder abuse and explore their next step options. View the guide and learn more: bit.ly/2Gi0gzQ #ProtectOurSeniors

1 2 9

An 85-year-old invalid, who required constant round-the-clock care from his 56-year-old son, died two days ago while waiting for a payout from his and his son's \$100,000 investment in the Shafik Hirji-run Furniture Fashions stores. This 85-year-old man died after... ([READ MORE](#))

Shafik Hirji is Morally Bankrupt, in My Opinion, While Ripping Off an 85-Year-Old Man and His Son by Refusing to Return Their \$100,000 Investment; I Believe This is Elder Abuse

Author: Steve | January 16, 2018 | 0 Comments



In my opinion, Shafik Hirji's actions of ripping off an 85-year-old man who is now bedridden, and his son, is inexcusable. The question I ask is, could this constitute elder abuse? Shafik Hirji seems to have no problem driving around... ([READ MORE](#))

Uncategorized

Daniel “Door Law” Marks, Bar No. 002003, States That I am Implying or Suggesting That “Hirji and/or Brown are Untrustworthy Scam Artists and Criminals ...”

Author: Steve | January 15, 2018 | 0 Comments

EIGHTH CAUSE OF ACTION
(False Light)

138. The counter-claimants restate the allegations of Paragraphs 7 through 138 as set forth above and incorporates them herein by reference.

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

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

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

142. The information Barket published about Hirji and Brown is highly embarrassing to a reasonable person and is highly defamatory. Barket's websites with reckless disregard for the truth, in post card mail, and in public places, have caused actual harm to the Counter-Claimants by way of destroying the Counter-Claimants' relationships with their landlords, employees, customers, and neighbors.

144. The statements Barket published have caused actual harm to the Counter-Claimants by way of destroying the Counter-Claimants' relationships with their landlords, employees, customers, and neighbors.

146. 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.

DANIEL (DOOR LAW) MARKS HAS ME LMAO!! UNTRUSTWORTHY SCAM ARTISTS & CRIMINALS...

LOOK AT NUMBERED LIST BELOW, AND YOU DECIDE “Untrustworthy Scam Artists & Criminals” Daniel “Door Law” Marks, Bar No. 002003, (my opinion) tries to use the “spaghetti” defense — where you throw anything and everything up against the wall and... ([READ MORE](#))

Uncategorized

Another Eviction for Furniture Fashion, a k a Boulevard Furniture Inc, & Lawsuit: This Time, Las Vegas Boulevard South Location

Author: Steve | January 15, 2018 | 1 Comment

Electronically Filed
12/6/2017 2:17 PM
Steven D. Grierson
CLERK OF THE COURT
Steven D. Grierson

**DISTRICT COURT
CLARK COUNTY, NEVADA**

8 LB-UBS 2007-C6 ANNEX REO, LLC, a
9 Delaware limited liability company,
10
11 Plaintiff,
12 vs.
13 BOULEVARD FURNITURE, INC., a Nevada
14 corporation; SHAFIK BROWN, an individual;
15 DOES I through X, inclusive; and ROE
16 CORPORATIONS I through X, inclusive,
17 Defendants.

Case No.: A-17-765795-C
Dept. No.: Department 30

Arbitration Exemption Requested:
Declaratory Relief Requested
Amount in Controversy over \$50,000

COMPLAINT

Plaintiff LB-UBS 2007-C6 Annex REO, LLC, by and through its attorneys of record, the law firm of Marquis Aurbach Coffing, alleges and complains as follows:

PARTIES

1. LB-UBS 2007-C6 Annex REO, LLC (hereinafter "Landlord") is and was duly authorized to
2. Boulevard Furniture, Inc. is a corporation in Clark County, Nevada.
3. Shafik Brown is and was at all times relevant to this case a resident of Clark County, Nevada.
The names and capacities, whether individuals, corporations, or otherwise of Defendants named herein as parties to this lawsuit are unknown or not yet

Page 1 of 8
MAC:14960-001 3256528_1 12/6/2017 1:29 PM

Case Number: A-17-765795-C

MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

A Shafik Hirji's nominee (this time his son, Shafik Brown) is getting sued by the landlord at Las Vegas Boulevard South Premium Outlets for not paying rent. Big surprise. It has come to my attention that allegedly Shafik Hirji negotiates... [\(READ MORE\)](#)

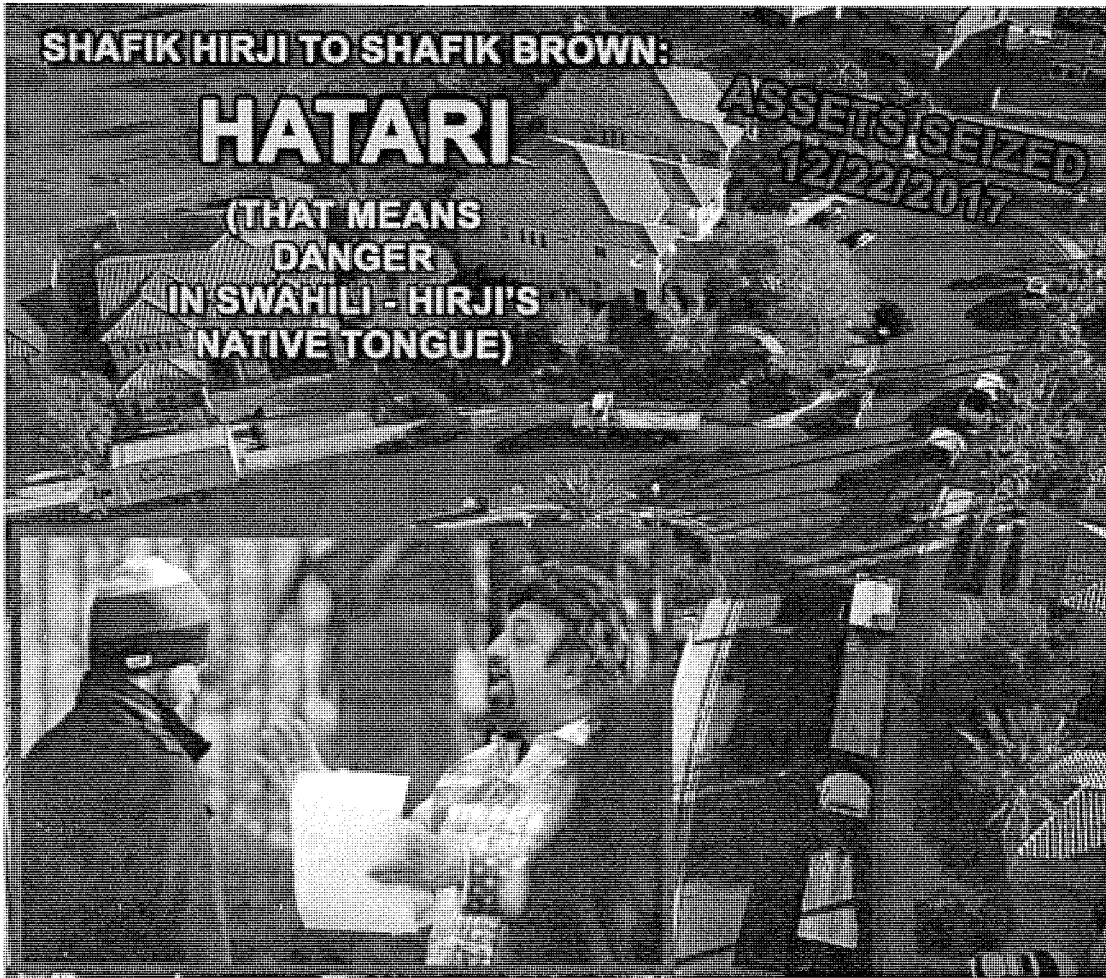
Uncategorized

555

SH3114 JA000771

HATARI – Shafik Hirji Continues to Make Threats Directly and Indirectly to Myself and My Family

Author: Steve | December 29, 2017 | 0 Comments



Boys, get the point: I'm not afraid of the continuing and recent threats that have been made to me directly and indirectly. They are nothing more than the reflection of the stupidity of Shafik Hirji and his merry band of... ([READ MORE](#))

Uncategorized

Alyssa Hirji Nevada Bar # 13895, Notice of Federal Tax Lien Filed 12/12/2017

Author: Steve | December 29, 2017 | 1 Comment

| 14742 | | Department of the Treasury - Internal Revenue Service | | | |
|--|-----------------------------|---|------------------------------|---------------------------------|--|
| Form 668 (Y)(c) (Rev. February 2004) | | Notice of Federal Tax Lien | | | |
| Area: SMALL BUSINESS/SELF EMPLOYED AREA #7 Lien Unit Phone: (800) 913-6050 | Serial Number 289504917 | For Optional Use by Recording Office | | | |
| As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue. | | Inst #: 20171221-0002187 Fee: \$40.00 12/21/2017 02:24:09 PM Receipt #: 3279547 Requestor: INTERNAL REVENUE SERVICE Recorded By: KVHO Pgs: 1 DEBBIE CONWAY CLARK COUNTY RECORDER Src: MAIL Ofc: MAIN OFFICE | | | |
| Name of Taxpayer: HATARI RESTAURANT & SPORTS BAR LLC ALYSSA HIRJI SOLE MBR | | | | | |
| Residence: [REDACTED] | | | | | |
| IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a). | | | | | |
| Kind of Tax (a) | Tax Period Ending (b) | Identifying Number (c) | Date of Assessment (d) | Last Day for Refiling (e) | Unpaid Balance of Assessment (f) |
| 941 | 06/30/2017 | XX-XXX7037 | 10/09/2017 | 11/08/2027 | 11853.68 |
| ALYSSA HIRJI, NEVADA BAR # 13895 LOOKS LIKE A NOMINEE FOR FATHER, SHAFIK HIRJI | | | | | |
| Place of Filing CLARK COUNTY LAS VEGAS, NV 89155 | | | | | Total \$ 11853.68 |

This notice was prepared and signed at SEATTLE, WA, on this,
the 12th day of December, 2017.

| | | |
|---|--|------------|
| Signature <i>Jan Flach</i> for LONDON G MOLLAY | Title REVENUE OFFICER (702) 868-5143 | 27-15-2628 |
|---|--|------------|

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-456, 1971-2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

CERTIFIED COPY: THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
RECORDED DOCUMENT MINUS
ANY REDACTED PORTIONS

2017 DEC 29

Debbie Conway
RECORDER

Alyssa Hirji, a Nevada attorney whose bar number is 13895, just became the recipient of a federal tax lien filed against her for Hatari Restaurant & Sports Bar LLC. According to the official IRS document, she is listed as the... ([READ MORE](#))

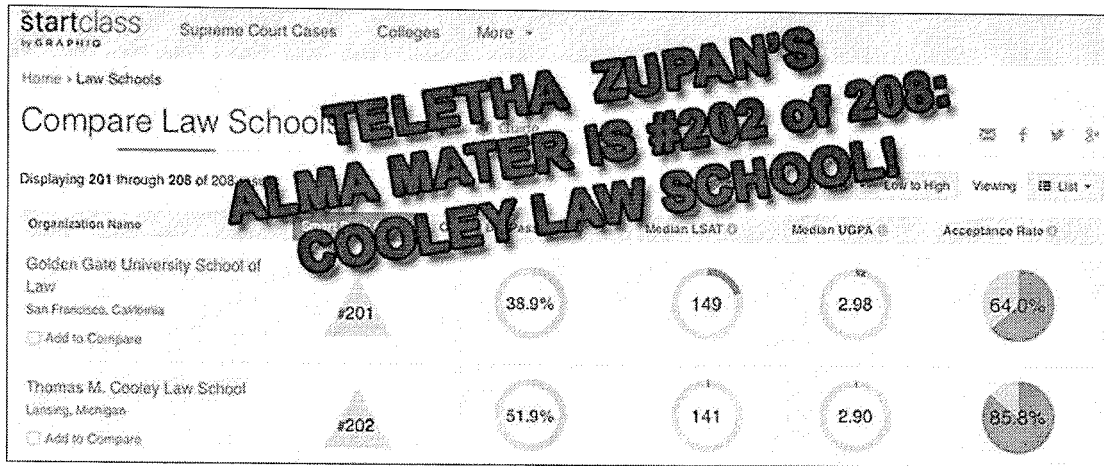
Uncategorized

557

SH3116 JA000773

Shafik Hirji's Law Firm of Daniel Marks Has an Associate Attorney Teletha Zupan Who Occasionally "Forgets" to Pay Her Own Bills — LMAO

Author: Steve | December 29, 2017 | 0 Comments

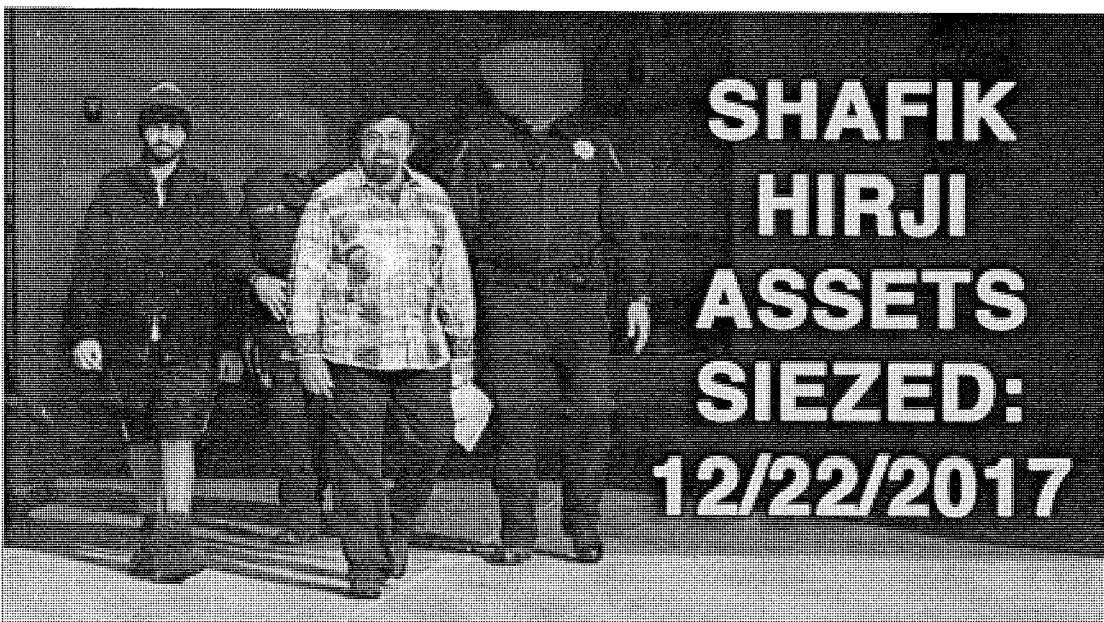


I guess Shafik Hirji will be represented by "Super Lawyer" Daniel Marks and his crack associate, Teletha Zupan, who graduated from a law school ranked #202 out of 208 — as long as Hirji can pay his bill. Teletha Zupan's name... ([READ MORE](#))

Uncategorized

Shafik Hirji, Shafik & Yasmine Brown get Assets Seized! Law Enforcement has to Breach Door! 12/22/2017

Author: Steve | December 23, 2017 | 2 Comments



Time is running out for the games this clown and his family are playing, Shafik Hirji was greeted by law enforcement at his door. Like the coward he is, Shafik Hirji would not come to the door for more than 20... ([READ MORE](#))

558

SH3117 JA000774

Uncategorized

MERRY BANKRUPTCY SEASON! HO, HO, HO!!!

Author: Steve | December 14, 2017 | 0 Comments



**T'was the night before Bankruptcy
And all through the Hirji houses,
Shafik and all of his nominees
Were as busy as mice
Just trying to figure out
How to keep things afloat.
All creatures were stirring,
Shafik, Shafik, Yasmin and Rahim.
Shafik says, let's open a new DBA!
It's been many years since Rahim's BK!
So let's get started again
On this very merry bankruptcy season,
With Shafik, Shafik, Yasmin and Rahim.**

On the night before Dec. 1, 2017 — the eve of bankruptcy season in the Hirji Households — new entities were created as part of the Shafik Hirji shell game under the umbrella name of Purple Chair Holdings LLC. They... ([READ MORE](#))

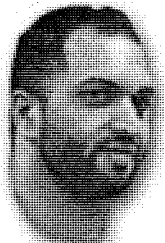
Uncategorized

Shafik Hirji's Nominees Creates Holding Company for Their Furniture Businesses: Purple Chair Holdings LLC

Author: Steve | December 13, 2017 | 0 Comments


PURPLE CHAIR HOLDINGS, LLC

TIMELINE




RAHIM HIRJI
Nov. 30, 2017
Creates fictitious business names
the night before bankruptcy filings
under Purple Chair Holdings LLC:

- New Furniture Fashions Entities (2),
- Purrfect Auto Services #515



SHAFIK HIRJI
Dec. 1, 2017
In court documents, claims no
ownership of Furniture Fashions
but states he operates them



SHAFIK BROWN
Dec. 1, 2017
Files corporate bankruptcy for
Boulevard Furniture Inc &
Furniture Boutique LLC
Dec. 7, 2017
Additional bankruptcies filed:
Gizmo Empowered, Inc. &
S550 Investments, Inc.

PURPLE CHAIR HOLDINGS, LLC. A business entity created by Shafik Hirji's son, Rahim Hirji, called Purple Holding ⁵⁶¹LC, came into being a while back, and the night before Shafik Hirji's other son, Shafik Brown, filed two bankruptcies, Rahim Hirji

SH3120 JA000777

Uncategorized

Shafik Brown Files Two Additional Bankruptcies

Author: Steve | December 9, 2017 | 0 Comments

Electronically Filed
12/8/2017 1:38 PM
Steven D. Grierson
CLERK OF THE COURT

New BANKRUPTCY Filings, 12/8/2017

Nevada Bar No. 5427
MINCIN LAW, PLLC
7465 W. Lake Mead Boulevard, #100
Las Vegas, Nevada 89128
Phone: 702-852-1957
Fax: N/A
Attorney for Gizmo Empowered, Inc.
In Bankruptcy Case

DISTRICT COURT
CLARK COUNTY, NEVADA

CANCER CARE FOUNDATION, INC., a
Nevada Non-Profit Corporation,
Plaintiff,
vs.
BOULEVARD FURNITURE, INC., a
Nevada Corporation: SUNSET
FURNITURE, INC., a Nevada Corporation;
FURNITURE BOUTIQUE, LLC, a Nevada
Limited Liability Company; et al.
Defendants.

Case No.: A-17-763985-C
Dept. No.: XVI

Electronically Filed
12/8/2017 1:38 PM
Steven D. Grierson
CLERK OF THE COURT

**GIZMO EMPOWERED, INC.
&
S550 INVESTMENTS, INC.**

NOTC
David Mincin, Esq.
Nevada Bar No. 5427
MINCIN LAW, PLLC
7465 W. Lake Mead Boulevard, #100
Las Vegas, Nevada 89128
dmincin@mincinlaw.com
Phone: 702-852-1957
Fax: N/A
Attorney for S550 Investments, Inc.
In Bankruptcy Case

DISTRICT COURT
CLARK COUNTY, NEVADA

CANCER CARE FOUNDATION, INC., a
Nevada Non-Profit Corporation,
Plaintiff,
vs.
BOULEVARD FURNITURE, INC., a
Nevada Corporation: SUNSET
FURNITURE, INC., a Nevada Corporation;
FURNITURE BOUTIQUE, LLC, a Nevada
Limited Liability Company; et al.
Defendants.

Case No.: A-17-763985-C
Dept. No.: XVI

NOTICE OF FILING BANKRUPTCY

Hearing Date: N/A
Hearing Time: N/A

Please take notice that S550 Investments, Inc. has, on the 7th day of December, 2017,
filed for protection under Chapter 11 of Title 11 USC, commonly known as the Bankruptcy
Code. Case No. BK-S-17-16559-ABL. Said filing constitutes a stay in favor of the debtor of

7/9/2020 Shafik Hirji Exposed, Las Vegas, Nevada, Convicted Felon, Unofficial Site by S. A. Barket – Unofficial Site for Shafik Hirji, Straw Operator f...
Shafik Brown, son of Shafik Hirji, has filed two new bankruptcies in recent days. Brown filed bankruptcy for Gizmo Empowered, Inc. He is listed as the registered agent, president, secretary, treasurer, and director of the entity, as listed on the... ([READ MORE](#))

Uncategorized

Furniture Fashions Las Vegas Blvd. Store Closes – Another Shafik Enterprise Bites the Dust!

Author: Steve | December 9, 2017 | 0 Comments



You can add the Furniture Fashions store on Las Vegas Boulevard at the Las Vegas South Premium Outlets to the Shafik Hirji-related businesses that have closed down. First there was a Furniture Fashions store located at the back of Boulevard... ([READ MORE](#))

Uncategorized

Shafik Hirji and the Bankruptcy Chronicals

Author: Steve | December 7, 2017 | 0 Comments

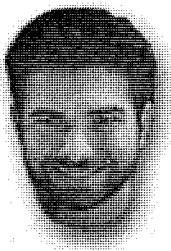
\$4.5 MILLION BANKRUPTCY FILED DEC. 1, 2017

- **BOULEVARD FURNITURE INC.
CASE NO: 17-16450**
- **FURNITURE BOUTIQUE LLC
CASE NO. 17-16449**

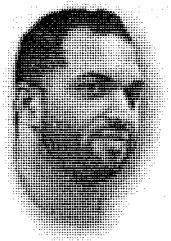
BANKRUPTCIES: ALL IN THE FAMILY



SHAFIK HIRJI
Result: Federal Bankruptcy
Fraud Conviction



SHAFIK BROWN
(Corporate Bankruptcy)
\$4.5 Million-plus
Son of Shafik Hirji



RAHIM HIRJI
\$2.8 MILLION Bankruptcy
Age: 22
Son of Shafik Hirji



JUDY PHAM
\$255.162 Bankruptcy Filing



Wife of Shafik Hirji

Uncategorized

Furniture Fashions Las Vegas Files Bankruptcy!

Author: Steve | December 5, 2017 | 0 Comments

| U.S. Bankruptcy Court District of Nevada (Las Vegas) Bankruptcy Petition #: 17-16450-led | |
|--|---|
| Assigned to: LAUREL E. DAVIS Chapter 11 Voluntary Asset | Date filed: 12/01/2017 341 meeting: 01/04/2018 Deadline for filing claims: 04/04/2018 Deadline for filing claims (govt.): 05/30/2018 |
| Debtor BOULEVARD FURNITURE, INC. 8020 S. RAINBOW BOULEVARD, #100 LAS VEGAS, NV 89139 CLARK-NV Tax ID / EIN: 47-4625108 | represented by DAVID MINCIN MINCIN LAW, PLLC 7465 W. LAKE MEAD BLVD, #100 LAS VEGAS, NV 89128 dmincinlaw.com |
| U.S. Trustee U.S. TRUSTEE - 300 LAS VEGAS BOULEVARD SUITE 4300 LAS VEGAS, NV 89101 | BANKRUPTCY FILING! \$OVER \$4.5 MILLION! |
| U.S. Bankruptcy Court District of Nevada (Las Vegas) Bankruptcy Petition #: 17-16449-led | |
| Assigned to: LAUREL E. DAVIS Chapter 11 Voluntary Asset | Date filed: 12/01/2017 341 meeting: 01/04/2018 Deadline for filing claims: 04/04/2018 Deadline for filing claims (govt.): 05/30/2018 |
| Debtor FURNITURE BOUTIQUE, LLC 8020 S. RAINBOW BOULEVARD, #100-464 LAS VEGAS, NV 89139 CLARK-NV Tax ID / EIN: 82-0760134 | represented by DAVID MINCIN MINCIN LAW, PLLC 7465 W. LAKE MEAD BLVD, #100 LAS VEGAS, NV 89128 (702) 852-1957 Fax: N/A Email: dmincin@mincinlaw.com |
| U.S. Trustee U.S. TRUSTEE - LV - 11 300 LAS VEGAS BOULEVARD S. SUITE 4300 LAS VEGAS, NV 89101 | aka Furniture Fashions |

Breaking Business News: Furniture Fashions files bankruptcy for more than \$4.5 million! In court documents filed by attorney David Mincin, it's apparent that Shafik Hirji & Family have bitten off more than they can chew this time. Unlike the state... [\(READ MORE\)](#)

Uncategorized

Shafik Hirji's Alter Egos Are Tax Deadbeats* But Shafik Brown, Yasmin Brown, and Judy Pham Still Are Driving

565
SH3124 JA000781

New Mercedes and BMWs

Author: Steve | December 1, 2017 | 0 Comments

6788 Department of the Treasury - Internal Revenue Service
Notice of Federal Tax Lien
 Form 668 (Y)(c)
 (Rev. February 2004)

Area: SMALL BUSINESS/SELF EMPLOYED AREA #7
 Lien Unit Phone: (800) 913-6050
 Serial Number: 245605177
 For this use only by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer: SHAFIK BROWN

Residence: **REDACTED**

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refuted by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(e).

| Kind of Tax (a) | Tax Period Ending (b) | Identifying Number (c) | Date of Assessment (d) | Last Day for Refiling (e) | Unpaid Balance of Assessment (f) |
|--------------------|-----------------------------|---------------------------|------------------------------|---------------------------------|--|
| 1040 | 12/31/2015 | XXX-XX-4982 | 02/13/2017 | 03/15/2027 | 13396.98 |

Inst #: 20171121-0000855
 Fees: \$45.00
 11/21/2017 12:03:47 PM
 Receipt #: 3254248
 Requestor:
 INTERNAL REVENUE SERVICE
 Recorded By: RYUD Pgs: 1
 DEBBIE CONWAY
 CLARK COUNTY RECORDER
 Src: PRIORITY MAIL
 Ofc: MAIN OFFICE

**ANOTHER \$44,578.32
 IN TAXES OWED AND
 PAST DUE BY
 SHAFIK BROWN!**

Inst #: 20171108-0000838
 Fees: \$0.00
 11/08/2017 10:35:40 AM
 Receipt #: 3243539
 Requestor:
 TAXATION NEVADA
 Recorded By: HAMMY Pgs: 1
 DEBBIE CONWAY
 CLARK COUNTY RECORDER

TID No: 10320501

THE DEPARTMENT OF TAXATION of the State of Nevada
 BROWN SHAFIK

hereinafter referred to as taxpayer, is liable to the State of Nevada for amounts due from and required to be paid by the taxpayer and duly determined under the provisions of Chapters 360, 473 of Nevada Revised Statutes, when applicable, for the period beginning on the 1st day of October 2016 and ending on the 31st day of August 2017 to wit: tax \$20,155.58; penalty \$1,965.29; interest \$762.22; returned check charge \$0.00; and fees \$0.00; the total amount is \$22,903.09; that further interest will accrue on any and all of the tax remaining unpaid after 10/31/2017, at the rate of .75 percent per month or fraction thereof; that the address of the taxpayer as it appears on the records of the Department is:

NO APN
 Return to: Nevada Department of Taxation
 1550 College Parkway, Suite 115
 Carson City, Nevada 897067939
 Phone: (775)684-2000

**CERTIFICATE OF AMOUNT OF TAX,
 INTEREST AND PENALTIES DUE**

Certificate No: 361526 Clark County

TID No: 1017016771

THE DEPARTMENT OF TAXATION of the State of Nevada hereby certifies that

BROWN SHAFIK

hereinafter referred to as taxpayer, is liable to the State of Nevada for amounts due from and required to be paid by the taxpayer and duly determined under the provisions of Chapters 360, 473 of Nevada Revised Statutes, when applicable, for the period beginning on the 1st day of January 2017 and ending on the 30th day of September 2017 to wit: tax \$7,315.53; penalty \$687.00; interest \$274.72; returned check charge \$0.00; and fees \$0.00; the total amount is \$8,277.25; that further interest will accrue on any and all of the tax remaining unpaid after 11/30/2017, at the rate of .75 percent per month or fraction thereof; that the address of the taxpayer as it appears on the records of the Department is:

REDACTED

Inst #: 20171117-0002585
 Fees: \$0.00
 11/17/2017 03:29:38 PM
 Receipt #: 3252235
 Requestor:
 TAXATION NEVADA
 Recorded By: TAH Pgs: 1
 DEBBIE CONWAY
 CLARK COUNTY RECORDER
 Src: MAIL
 Ofc: MAIN OFFICE

567

SH3126 JA000783

and that the Department of Taxation has complied with all the provisions of Chapters 360.473 of Nevada Revised Statutes, when applicable, in the determination of the amounts required to be paid. The undersigned hereby affirms that this document submitted for recording does not contain any personal information.

IN WITNESS WHEREOF, the said Department of Taxation has caused this Certificate to be executed.

Date: 11/13/2017



STATE OF NEVADA }
Carson City } SS

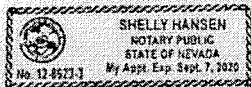
NOV 14 2017

On, _____, personally appeared before me, a notary public,
who acknowledged that she executed the above instrument.

DEPARTMENT OF TAXATION
OF THE STATE OF NEVADA

Melanie Moffit
Melanie Moffit

Melanie Moffit



[Signature]
Notary Public in and for State of Nevada

*Definition of a Deadbeat: • One who persistently fails to pay personal debts or expenses Source: Merriam-Webster dictionary

There's no mistake — I have the documentation to prove that these individuals, led by the now infamous Shafik Hirji, are deadbeats.... ([READ MORE](#))

Uncategorized

\$456,773 In Taxes Owed!! Between Shafik Hirji's Alter Egos, Family of Nominees & Proxies

Author: Steve | December 1, 2017 | 0 Comments