

IN THE SUPREME COURT OF THE STATE OF NEVADA

NAVNEET SHARDA, an individual;)	Electronically Filed
TRATA INC., a Nevada corporation,)	Aug 02 2021 05:37 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. V of XI)
(JA000876-JA001119)

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

Michael R. Mushkin, Esq.
Nevada Bar No. 2421
MUSHKIN & COPPEDGE
6070 Eastern Avenue, Suite 270
Las Vegas, Nevada 89119
Telephone: (702) 454-333
michael@mccnvlaw.com
Attorneys for Respondents
STEVEN BARKET and G65
VENTURES, LLC

Daniel Marks, Esq.
 Nevada Bar No. 2003
 LAW OFFICE OF DANIEL MARKS
 610 South Ninth Street
 Las Vegas, Nevada 89101
 Telephone: (702) 386-0536
office@danielmarks.net
 Attorneys for SHAFIK HIRJI,
 SHAFIK BROWN and FURNITURE
 BOUTIQUE

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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.

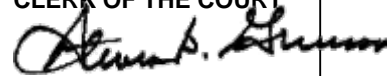
Michael R. Mushkin, Esq.
Nevada Bar No. 2421
MUSHKIN & COPPEDGE
6070 Eastern Avenue, Suite 270
Las Vegas, Nevada 89119
Telephone: (702) 454-333
michael@mccnvlaw.com
Attorneys for Respondents
STEVEN BARKET and G65 VENTURES, LLC

Daniel Marks, Esq.
Nevada Bar No. 2003
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
office@danielmarks.net
Attorneys for SHAFIK HIRJI, SHAFIK BROWN
and FURNITURE BOUTIQUE

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

DOCUMENT “18”

DOCUMENT “18”



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THE BARNABILAW FIRM, PLLC
CHARLES ("CJ") E. BARNABI JR., ESQ.
Nevada Bar No. 14477
375 E. Warm Springs Road, Ste. 104
Las Vegas, NV 89119
Email: cj@barnabilaw.com
Telephone: (702) 475-8903
Facsimile: (702) 966-3718
Attorneys for Plaintiffs and Michael Ahders

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

AND ALL RELATED AND
CONSOLIDATED MATTERS

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

Consolidated With:

Case No.: A-18-770121-C

Hearing Date: 10/20/2020
Hearing Time: 9 a.m.

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

COMES NOW Plaintiffs and Michael Ahders, by and through their counsel of record, CJ Barnabi, Esq. of The Barnabi Law Firm, PLLC, and hereby files this Opposition to Motion to Plaintiff's Complaint With Prejudice and other related relief. Much like the other filings and explanations of by Shafik Hirji and Shafik Brown, the "Shafiks" make this case much less about their owing and borrowing millions of dollars and their failure to repay – but attempt to play the part as victims. It is hard to fathom that Shafik Hirji and Shafik Brown could attempt to successful perpetuate actual victims, having been collectively parties to nearly 20 eviction proceedings, approximately 15 lawsuits (mostly against them for monies owed, injunctions to stop public harm, confession of judgments, etc.), filed numerous bankruptcy cases, Shafik Hirji being indicted for bankruptcy fraud, etc. If Defendants are seeking to have Mr. Barket identified as a "vexatious litigant", with Mr. Hirji's onerous adverse litigation and criminal history, the Court should adopt the French method of justice. That is, Mr. Hirji should be considered "guilty" until proven innocent.

Even now, Defendants claim without any evidence that they have repaid the sums due to Plaintiffs and Michael Ahders. Though their factual statement is over ten pages long, Defendants, ironically claim that there has not been any effort to pursue this case.¹ The claims and argument are profoundly misplaced. First, the Law Office of Daniel Marks is not a party to the litigation, yet on its own behalf it seeks to insert itself into the case by demanding the removal of www.danielmarksexamined.com.² That request fails on standing alone. Second,

¹ Even if the current COVID-19 Pandemic were not a concern, or the health of current counsel, the attempts to enforce the Confession of Judgment, Promissory Notes, Writs of Execution, attempts to resolve the issues surrounding the Settlement Agreement with Navneet Sharda, settlement discussions, multiple NRCP 16.1 disclosures amounting to thousands of pages of disclosures, etc.; would be sufficient basis to deny a dismissal for claimed lack of effort pursuant to NRCP 41. Hirji has actually done far less than this, but even so, NRCP 41 would not be a basis to dismiss his Counterclaim.

² As a show of "good faith" this website has been removed from public circulation while the parties attempted to resolve their issues without further Court intervention.

www.shafikhirji.com contains information which is readily and publicly available. As noted herein Shafik Hirji has been recently sued by Las Vegas Review Journal, is subject to multiple judgments, has a permanent injunction to not manage companies that repair automobiles, was indicted for bankruptcy fraud, etc. Not only is the information true, Defendants cannot prove that they can win their case, or that Plaintiffs and Mr. Ahders are so factually inept, that they have a remote possibility of prevailing on their claims. Defendants are, and has their litigation history has shown, con artist. Defendants' own history in this case likewise details that they have an adequate remedy at law, because they have filed their Counterclaim.

In sum there is no basis in fact, law or equity, that would allow the type of relief being sought by Defendants; with which as much litigation they have involved themselves in, they should be reasonably aware. For these reasons, the reasons herein, the many other in prior filings and all the related exhibits, the current Declarations of Steven Barket, Michael Ahders and their counsel, the Motion to Dismiss and all its related relief should be denied.

This Opposition is based upon the points and authorities attached hereto all the pleadings submitted to date in this action, the Declaration of Michael Ahders and any oral argument which is allowed at the time of hearing of this motion.

MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF FACTS

A. Shafik Hirji, Shafik Brown and Boulevard Furniture, Inc. Execute a Confession of Judgment in Favor of Michael Ahders for \$100,000 With Agreed Upon Penalties and Interest.

1. On November 21, 2016, Shafik Hirji, Shafik Brown and Boulevard Furniture, Inc. (the "Judgment Debtors") executed a Confession of Judgment, Security Agreement and in favor

1 of Michael Ahders (the “Ahders loan”).³ Exhibit 1⁴; Declaration of Michael Ahders (“Ahders
2 Declaration”), ¶2.

3 2. The Judgment Debtors made 11 payments of \$4,000 toward the Ahders loan from
4 January 2017 to November 2017. Ahders Declaration, ¶3.

5 3. On November 25, 2019, counsel for Ahders provided to the counsel for Judgment
6 Debtors, correspondence entitled “NOTICE OF DEFAULT AND DEMAND TO
7 IMMEDIATELY CURE.” Exhibit 2, Declaration of Charles (“CJ”) E. Barnabi Jr., Esq.
8 (“Barnabi Declaration”), ¶3.

9 4. As the November 25, 2019 correspondence confirmed, only 11 payments of
10 \$4,000 had been made by the Judgment Debtors, and that they had until December 4, 2019 to
11 satisfy the \$176,000 balance. Exhibit 2, p. 1, footnote 2; Barnabi Declaration, ¶4.

12 5. On December 4, 2019 counsel for Judgment Creditor, Michael Ahders discussed
13 this matter with Teletha Zupan, Esq., counsel for Judgement Debtors. Ms. Zupan affirmed that
14 her firm was representing the Judgment Debtors, and that they had received the notice of default
15 and demand to cure correspondence previously sent on November 25, 2019. Ms. Zupan also
16 affirmed that the Judgment Debtors would not be able to satisfy their obligation as described in
17 the notice. Barnabi Declaration, ¶5.

18 6. To date the Judgment Debtors have not made any payments following December
19 4, 2019, or since November 2017, and the total amount paid remains \$48,000. Barnabi
20 Declaration, ¶6.

21
22
23
24
25
26 ³ The check provided to Judgment Debtors is attached to Exhibit 1 and identified as
27 PLTF001997.

28 ⁴ Exhibits will be filed under a separate appendix and are incorporated herein.

B. Shafik Brown, Shafik Hirji and Steven Barket Execute the Memorandum of Understanding and Agreement dated January 20, 2017 Which Affirms That Barket Would Receive \$210,000 In Addition to Interests in Multiple Businesses.

7. On January 20, 2017 Shafik Brown, Shafik Hirji and Steven Barket, executed the Memorandum of Understanding (the "Memorandum"). Exhibit 3, PLTF00166-168; Barnabi Declaration, ¶7.

8. The Memorandum expressly stated that these parties would own a new entity, Sunset Furniture, Inc. referred to as "FF4", that he would own a 15% in "FF1", "FF2" and "FF3", receive 25% of Olivia Mexican restaurant and receive \$150,000 to \$210,000:

The formation of this company will be known as Sunset Furniture Inc.

The company will be set up as follows:

- 47 1/2 percent, Shafik Hirji / Shafik Brown
- 47 1/2 percent controlled by a trust, whose trustee is Steven Barket
- 5 percent controlled by a trust

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

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

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

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

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

Hirji and Brown also agree that the \$210,000 paid to Barket will be reimbursed to FF4 by way of profits from Yasmin Brown DBA account (ventures) and FF4 within 90 days of the opening of FF4. In addition the \$210,000 paid to Barket can

1 be repaid from FF1, FF2, FF3, or a combination of the above. The consideration
2 of repayment of the \$210,000 could come from furniture, labor or other tangible
3 assets to FF4. All consideration would clear and concise, via invoices or time
4 sheets, etc.

5 As proof of the ability to repay those funds, Hirji has provided bank statements
6 from

7 Bank of America as follows:

8 • DBA Brown Enterprises
9 Yasmin Brown Sole Proprietor
10 7560 Jacaranda Bay St.
11 Las Vegas, NV 89139-5313

12 • Account No. xxxx 3268

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

15 The information provided in these account statements to Barket show the revenue
16 flow as well as Hirji/Brown family living expenses, car expenses, insurance,
17 home payments, etc. Hirji/Brown stated that they were able to use the profits from
18 their other automotive service business entity for all personal and living
19 expenses,...

20 Exhibit 3, pp. 1-2.

21 9. Thus, under the Memorandum, Barket would receive up to \$210,000 for bringing
22 in financing, 47 ½ of Sunset Furniture, Inc. and a 25% interest in Olivia Restaurant. *Id.*

23 10. To date, no demand for \$1 million dollars of investment funds has been demanded
24 by Shafik Hirji and Shafik Brown, after having acted in conformity with the Memorandum. As
25 the Memorandum states:

26 Whereas Shafik Hrji and Shafik Brown requested \$1 million to open and operate
27 a fourth store, known as Furniture Fashions Store No. 4 (FF4)...

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

11. Admittedly, Shafik Brown and Shafik Hirji received the \$1 million on the same day as the Memorandum. “The fourth investment/loan was made from Barket’s partner, Sharda, through Trata for one million (\$1,000,000) dollar “investment/loan on January 20, 2017.” Motion to Dismiss, p. 3:27-28. The Memorandum and the “fourth loan” were all made in the presence of all the related parties at the law offices of Cohen Johnson, LLC.

C. Shafik Hirji and His Counsel Blatantly and Falsely Claim That Ahders and Barket Receive \$375,000-\$423,000 and That Any Obligations Have Been Satisfied.

10. Purposefully attempting to lead this Court astray with a fantastic tail of mistruths, Hirji and his counsel have claimed that the checks that they provided as Exhibit “6” and Hirji’s March 2, 2018 Affidavit confirm that Barket received \$423,000 and Ahders received \$48,000, and that the, “underlying promissory note [for Ahders] was fully satisfied and there was no legal basis for filing the Confession of Judgment”⁵ (Defendants’ Opposition to Plaintiffs’ Motion for Entry of Confession of Judgment and Countermotion for Sanctions Pursuant to EDCR 7.60, filed on February 12, 2020, p. 11:18-19):

Between November 7, 2016 and March 4, 2017, Ahders' and Sharda's partner, Barket, demanded and received a total of approximately three hundred seventy five thousand (\$375,000.00) dollars from Hirji. Barket claimed he would return the money within a few weeks but he did not return any of the money. Instead, he demanded more money from Hirji. Hirji refused. (See Affidavit of Shafik Hirji attached as Exhibit "1" and Checks to Barket attached Exhibit "6")....

In April 2017, Ahders contacted Hirji to discuss the smear website that Barket had done on the Defendants and their family. Hirji notified Ahders that his partner, Barket demanded and received \$375,000.00 from him. Ahders said he would reach out to Barket to get him to take down the smear website because it was bad for business. From January 5, 2017 through December 2017, the Defendants continued to make monthly payments of \$4,000.00 directly to Ahders' bank account. Ahders received approximately \$48,000.00 from the Defendants. Ahders and his partner, Barket, received a total of approximately \$423,000.00 from the Defendants between November 2016 and December 2017, which is four

⁵ Defendants’ Opposition to Plaintiffs’ Motion for Entry of Confession of Judgment and Countermotion for Sanctions Pursuant to EDCR 7.60, filed on February 12, 2020 (the “Opposition”), p. 11:18-19.

times more than the amount of the initial investment/loan. (See Affidavit of Shafik Hirji attached as Exhibit "1" p. 8 at ¶ 32 and Exhibit "6")....

In April 2017, the Defendants informed Ahders that his partner, Barket, demanded and received \$375,000.00 from them. From January 5, 2017 through December 2017, the Defendants continued to make monthly payments of \$4,000.00 directly to Ahders' bank account. Ahders received approximately \$48,000.00 from the Defendants. Ahders and his partner, Barket, received approximately \$423,000.00 from the Defendants between November 2016 and December 2017 on a \$100,000 investment/loan. (See Affidavit of Shafik Hirji attached at Exhibit "1"). As such, the underlying promissory note was fully satisfied and there was no legal basis for filing the Confession of Judgment.

Opposition attached herein as Exhibit 4, at pp. 6:15-20, 7:1-10, 11:12-19, with Exhibits "1" and "6" attached. [Emphasis added].

11. As of May 2020, Defendants now claim that that they actually paid \$475,000 to Messrs. Barket and Ahders because there were supposedly paid in cash the additional sum of \$176,500 from January 25, 2017 to March 4, 2017:

Exhibit "39" Alleged Cash to Barket

Date	Payee	Amount	Signer	Bates
2/9/17	Cash / Shafik Brown	\$17,500	Shafik Brown / Account No. xxx6073	PLTF00445
2/24/17	Cash / Shafik Brown	\$6,000	Shafik Brown / Account No. xxx6073	PLTF00454
2/25/17	Cash / Shafik Brown	\$9,500	Shafik Brown / Account No. xxx6073	PLTF00456
2/8/17	Cash / Shafik Brown	\$20,000	Shafik Brown / Account No. xxx6073	PLTF00458
2/7/17	Cash / Shafik Brown	\$50,000	Shafik Brown / Account No. xxx6073	PLTF00468
2/2/17	Cash / Shafik Brown	\$7,500	Shafik Brown / Account No. xxx6073	PLTF00470
3/4/17	Cash / Shafik Brown	\$6,000	Shafik Brown / Account No. xxx6073	PLTF00473
1/25/2017	Cash / Shafik Brown	\$10,000	Shafik Brown / Account No. xxx6073	PLTF00477
1/25/2017	Cash / Shafik Brown	\$30,000	Shafik Brown / Account No. xxx6073	PLTF00490

1/25/2017	Cash / Shafik Brown	\$20,000	Shafik Brown / Account No. xxx6073	PLTF00492
	Total	\$176,500.00		

Motion, Appendix of Exhibits VII of VII, Exhibit "39".

12. If these cash withdrawal were in fact given to Mr. Barket, and as alleged by Defendants to also be for Michael Ahders, there would have been no reason to continue to pay Mr. Ahders through November 2017.

13. Also, a prior affidavit of Hirji dated March 2, 2018, which specifically affirmed that Ahders only received \$48,000 from January 2017 through December 2017, but though the Affidavit accompanied the Opposition filed on February 12, 2020, Hirji claimed that no opportunity to cure was provided⁶:

I made payments to Mr. Ahders from January 5, 2017 through December 2017. I did not receive a written notice of default from Mr. Ahders. I was not provided an opportunity to cure. The Plaintiff did not offer to amend the terms, extend the repayment terms, and/or to reduce the principal amount based on the \$375,000 that Barket demanded and received. Mr. Ahders' Confession of Judgment does not provide a specific sum that is due or account for the principal and interest installment payments that were made from January 5, 2017 through December 2017.

Affidavit of Hirji, Exhibit 5.

12. Even after all the discovery, and access that Hirji would have to his own records, the payments as attached to the Opposition as Exhibit "6" amount to a total of \$269,000, but which include a check for \$150,000 and \$60,000, which are specifically mentioned in the Memorandum. These checks include:

⁶ As memorialized by the correspondence dated November 25, 2019, and admitted by Ms. Zupan (Counsel for Judgment Debtors), notice was received and it was conceded Judgment Creditors were not going to fulfill their obligations pursuant to the Ahders Agreement. Exhibit 2; Barnabi Declaration, ¶5. Notwithstanding this admission, and lack of contesting that the Judgment Creditors owed Ahders under the Ahders Agreement, Ms. Zupan saw fit to write and that the, "underlying promissory note [for Ahders] was fully satisfied and there was no legal basis for filing the Confession of Judgment" Opposition, Exhibit 4, p:11:18-19.

Exhibit "6" Checks to Barket

Date	Payee	Amount	Signer	Check No. / Bates
11/7/2016	Barket	\$10,000	Looks like "Shafik Hirji" but written on a check from "DBA Brown Enterprises Yasmin Brown Sole Prop"	3634 / SH298
11/7/2016	Barket	\$10,000	Looks like "Shafik Brown" but written on a check from "Boulevard Furniture Inc DBA Boulevard Furniture"	1792 / SH299
11/21/2016	Barket	\$15,000	Looks like "Shafik Brown" but written on a check from "Furniture Fusion LLC"	1055 / SH300
11/21/2016	Barket	\$15,000	Looks like "Shafik Brown" but written on a check from "Furniture Fusion LLC"	1057 / SH301
11/20/2017	Barket	\$60,000	Looks like "Shafik Brown" Personal Check	No check no. / SH302
2/2/2017	Repsentry	\$5,000	Shafik Brown	Cashiers Check # 0740803088 / SH303
2/7/2017	Rep Sentry	\$150,000	Signer is redacted but the bottom right says "Sunset Furniture Inc."	5006 / SH304
2/24/2017	Barket	\$4,000	Signer is redacted but the bottom right says "Sunset Furniture Inc."	5040 / SH305
Total:		\$269,000		

13. Subtracting the \$210,000 mentioned in the Memorandum, only \$59,000 remains, which is far short from the supposed \$423,000 which Barket supposedly received from November 2016 to December 2017. *cf.* Exhibit 4, at pp. 7:1-10; Exhibit 4, with attached Exhibit "6."

14. Hirji's Affidavit, though obviously out of date, with the more recent events and admissions of Ms. Zupan, also affirms, that Hirji separately paid his obligation under the Ahders Agreement.

15. However, again as described ion the Motion to Dismiss and noted above, Defendants now claim that they paid \$176,500 in cash to Plaintiffs and Mr. Ahders, which would amount to a total of \$493,500:

\$176,500.00	Alleged cash payments
48,000.00	Payments admittedly made to Ahders
269,000.00	Payments to Barket noted in checks
\$493,500.00	Total

Yet this is not the total that Defendants claim was paid to Messrs. Barket and Ahders; they claim they only paid \$375,000. Motion, to Dismiss, pp. 5:1-4; 6:7-10; 22:8-12. As with many facts which are ill construed, Defendants' latest version of the payments tendered to Messrs. Barket and Ahders similarly fail basic common sense or the timing of confirmed events/agreements.

D. Hirji and Brown Have an Extensively Sorted and Active Criminal and Civil Litigation Past Having Been Involved in Scores of Debt Collection Cases, Evictions, Indictments, etc.

16. Hirji and Brown actively defame and villainize any other parties in this case which are owed significant sums of money, despite the fact that they themselves have been involved in more litigation and criminal cases than all the other parties combined.

17. According to Clark County Court and Federal Court records, Shafik Hirji has been involved in numerous cases seeking to recover borrowed money, mismanagement leading to bankruptcy, evictions, criminal acts, etc.:

- a. *State of Nevada v. Hirji, et al.*, Case No. A531745
- b. *In re Shafik Hirji*, Case No. C281083
- c. *State of Nevada v. Hirji*, Case No. C-11-275958-1
- d. Clark County Justice Court Small Claims, Speeding and Eviction Cases (approximately 25) involving Shafik Hirji since 2002 through 2017

- e. *Cancer Care Foundation, Inc. v. Boulevard Furniture, Inc.*, Case No. A-17-763895-C
- f. S550 Investments, Inc., Bankruptcy Case No. 17-16559-ABL
- g. Gizmo Empowered, Inc., Bankruptcy Case No. 17-16557-LED
- h. *State of Nevada v. Shafik Brown*, Case No. 17M29622X
- i. *Dermody Properties, Inc. v. Shafik Hirji, et al.*, Case No. A386836
- j. *Shafik Hirji v. Barry Jacobsen*, Case No. A-13-676419-C
- k. *Blanchard Trust v. Shafik Hirji*, Case No. A389417
- l. *Ron Baldridge v. Shafik Hirji*, Case No. A-08-568946-C
- m. *Eastern Market Place, LLC v. Shafik Hirji*, Case No. A652950
- n. *Errico v. Hirji*, Case No. A480626 (PLTF001395 – 1987)
- o. *Las Vegas Review Journal v. Shafik Hirji, Shafik Brown, et al.*, Case No. A-18-778782-C
- p. LB-UBS 2007-C6 Anexx REO, LLC v. Shafik Brown, Case No. A-17-765795-C

Declaration of Steven Barket (“Barket Declaration”), Exhibit 8, ¶5.

18. This list also does not include, *In re Shafik Hirji*, Case No. 2:00-cr-00896-MMM-1, United States District Court, Central District California involving charges filed on August 23, 2000 for bankruptcy fraud. Barket Declaration, ¶6.

19. Shafik Hirji, Shafik Brown and others who help manage” his busines have hundreds of thousands of dollars in tax liens. Federal and State tax liens Re: Shafik Hirji, Shafik Brown, Hatari Restaurant c/o Alyssa Hirji, Yasmin Brown, Devin Neudeck, PLTF001372 – 1394, attached herein as Exhibit 9. Barket Declaration, ¶7.

20. Currently, between the judgments, tax liens and restitution owed to the State of Nevada, Shafik Hirji and Shafik Brown owe in excess of \$10 million dollars. Barket Declaration, ¶8.

21. Notwithstanding, Shafik Hirji regularly brags that he does not pay his bills and that is why he has attorneys; and despite owing millions of dollars to creditors can find a way to avoid his financial obligations. Barket Declaration, ¶9.

22. Shafik Hirji does not seem like someone who is worried about not stealing and defrauding others. If you look at Hirji's 20 year old girlfriend's or wife TikTok account, (they refer to each other as husband and wife), you would think that you are watching how the truly wealthy and "well to do" of society live. The videos almost entirely also appear to be produced at Shafik's personal residence. Barket Declaration, ¶10.

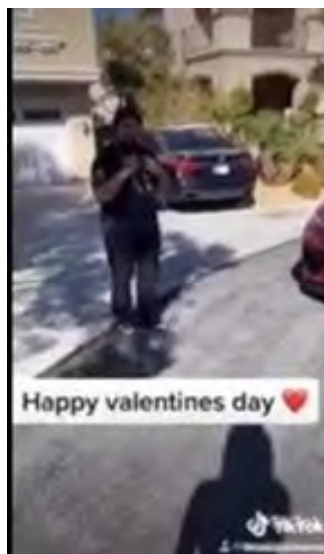
23. In addition to having "user9294504300914" or "adrienneshafik" posts videos of Shafik in dresses, wearing wigs, or having designer Louis Vutton handbags⁷ thrown at him, Shafik Hirji is seen handling what appears to be hundreds of thousands of dollars, as if expressing he has more money than he knows what to do with. Barket Declaration, ¶11.

24. In one post, Shafik Hirji on Valentine's Day this year, receives from his unemployed 20-year-old wife a brand new 2020 BMW M8 Competition model. The vehicle has a manufactured suggested retail price of \$142,500. Barket Declaration, ¶12.

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⁷ In one video, there is a post on how to make a Louis Vutton face mask by cutting the top off a small Louis Vutton handbag and adding an ordinary facemask behind the Louis Vutton front.



The vehicle is actually registered in another relative's name though. (In other videos, Shafik's "wife" represents that she is in control of all his accounts.) Barket Declaration, ¶12.

25. In investigating Mr. Hirji's management of several Purrfect Auto locations, which he is prevented by a permanent injunction to manage according to related case brought by the Nevada Attorney General's Office; Mr. Hirji sent a letter to Sansone Companies asking for rent relief this same business which he is prevented by law from managing. See attached correspondence to Barket Declaration. Barket Declaration, ¶13.

26. Because Mr. Hirji is not supposed to manage the Purrfect Auto locations, the bank account is under "DBA Brown Enterprises Yasmin Brown Sole Proprietor" as mentioned in the Memorandum. Barket Declaration, ¶14.

27. In regard to the Memorandum and the payments received, Mr. Barket did not receive \$375,000 or more from Shafik Hirji or Shafik Brown. Neither were any of the payments that he received from them meant to go to Michael Ahders. The payments received by Ahders were provided to him directly. Barket Declaration, ¶15.

28. In short, Mr. Hirji has been a quick study on how to defraud people from their money, maintain assets in other's names, defraud investors, compel unnecessary litigation, etc.

His extensive litigation (both criminal and civil), federal tax liens, evictions and other confirmed acts which have been memorialized at length all speak to his overwhelmingly lack of credibility and the person he is. Barket Declaration, ¶16.

MEMORANDUM OF POINTS AND AUTHORITIES

I.

SUPPLEMENTAL LEGAL ARGUMENT

A. Defendants' Motion Should Be Denied Without Any Consideration Because the Motion Itself Is Over the Permitted Limit and Permission Was Not Requested Beforehand.

Local Rule 2.20(a) states in part, "(a) Unless otherwise ordered by the court, papers submitted in support of pretrial and post-trial briefs shall be limited to 30 pages, excluding exhibits." NV ST 8 DIST CT Rule 2.20. The Motion to Dismiss is 34 pages, and accompanied with nearly 650 pages of exhibits. On its face the Motion to Dismiss should be denied without the merits being considered.

B. Dismissal Based on NRCP 41(e) or Abuse of Process is Improper.

Defendants cannot prove or demonstrate by any reasonable degree why dismissal with prejudice is justified pursuant to NRCP 41(e). Defendants have also forgotten the COVID-19 Administrative Orders which they recited this Court when they were not provided an ongoing extension to oppose Plaintiffs' and Michael Ahders Motion for Chapter 11 Sanctions. That Order states in pertinent part:

This Court, under the present emergency, reminds attorneys that they have an obligation to be cooperative with courts and with each other as we all navigate these challenging circumstances. This is not the time to press for unwarranted tactical advantages, unreasonably deny continuances or other accommodations, or otherwise take advantage of challenges presented due to the current pandemic.

AO 20-13, Dated April 17, 2020.

1 However, in part because of the pandemic (and counsel's more recent health issues) the parties
2 collectively agreed to an extension of discovery deadlines and dates of 180 days. It would be
3 premature to dismiss this matter in its current posture.

4 Nor have Defendants cited one case with any slight similarity in which the case was
5 actually dismissed pursuant to NRCP 41(e). Holdings as benchmarks without any context, does
6 not provide guidance, it merely allows Defendants to contort their version of the truth in
7 unilateral fashion.

8
9 **1. Plaintiffs and Michael Ahders Have Taken Significant Efforts to Pursue**
10 **Their Causes of Action.**

11 Ironically while claiming that Plaintiff and Michael Ahders have not properly pursued
12 their claims and label any efforts to that point as "schemes." The lack of Defendants approval of
13 Plaintiffs or Mr. Ahders methods of enforcing its judgments, notes, issuing writs, filing motion to
14 enforce settlement agreements, NRCP 16.1 disclosures, etc. – is not a factor in NRCP 41(e).
15 Even, Defendants' own recollection of the history of the case involves the intertwining of parties,
16 obligations and attempts to parse these issues; with several different attorneys being involved in
17 the case. Plaintiffs have had three different firms act as counsel, Michael has had two currently
18 and Dr. Sharda has had two-three different firms. Currently, Michael Mushkin has also advised
19 all of the Defendants that he will be appearing for Plaintiffs in this matter.⁸

20
21 In *Campbell v. Lake Terrace, Inc.*, 111 Nev. 1329, 1334, 905 P.2d 163, 166 (1995),
22 *overruled for other reasons by Aviation Ventures, Inc. v. Joan Morris, Inc.*, 121 Nev. 113, 110
23 P.3d 59 (2005), Lake Terrace's motion to dismiss for lack of prosecution was dismissed based on
24 a similar scenario when efforts had been made by the opposing party to prosecute its claims but
25 counsel had been changed in the interim. On appeal, the Nevada Supreme Court affirmed the
26

27 ⁸ At this time the parties are engaged in settlement discussions with Mr. Mushkin taking the lead to see if
28 a global resolution can be reached.

1 denial though Campbell failed to serve Lake Terrace in the first action and was compelled to
2 bring another action. Affirming that a case should be dismissed if service wasn't perfected
3 within two years of filing the lawsuit, the Court in *Hassett v. St. Mary's Hosp. Ass'n*, 86 Nev.
4 900, 904, 478 P.2d 154, 157 (1970) upheld the dismissal by the lower court. In that case the
5 complaint was filed, but service was not perfected until two years, which justified a dismissal
6 pursuant to NRCP 41(e). *See Id.* In contrast, Plaintiff and Michael Ahders have done much
7 more than any cases upholding a dismissal pursuant to NRCP 41(e).

8
9 A brief review of the docket shows numerous filings meant to either vindicate or
10 invalidate the respective claims. For example, Mr. Ahders Motion for Entry of Confession of
11 Judgment is set to be heard at the same time as the Motion to Dismiss. Except the Motion for
12 Entry of Confession of Judgment against Defendant was filed on January 29, 2020. That Motion
13 was continued at the request of Defendants. Nonetheless, that Motion will resolve whether
14 Defendants are bound by their Confessions of Judgment, which Nevada law holds they can now
15 contradict. If the Confession of Judgment is entered, the Counterclaim of Defendants can be
16 used to satisfy the Judgment; which would eliminate another portion of the case. The Settlement
17 Agreement with Navneet has been subject to a motion to enforce in this case and currently a
18 motion to enforce trial/evidentiary hearing before Judge Williams. The parties were agreeable to
19 a continuance based on the circumstances and specifically the Pandemic and counsel's health.
20 Judge Williams agreed with the decision based on the unique circumstances. However,
21 resolving the assignment of the notes is a large part of this case as well. Nor was it anticipated
22 that the Settlement Agreement, which was formerly agreed upon, would be claimed as the
23 product of duress over a year after the fact.

24
25 The parties have also agreed to extend discovery for 180 days and a stipulation for the
26 same has been provided. It fails reason to claim that there has been a lack of diligence based on
27
28

1 the amount of filings, efforts and time expended by Plaintiffs, while the parties have also agreed
2 to afford each other additional time to pursue their claims. It is the policy of this state that cases
3 be heard on the merits, whenever possible. *Hotel Last Frontier v. Frontier Properties*, 79 Nev.
4 150, 380 P.2d 293 (1963).” *Schulman v. Bongberg-Whitney Elec., Inc.*, 98 Nev. 226, 228, 645
5 P.2d 434, 435 (1982). There is no reason that in this case, that Plaintiffs and Michael Ahders
6 should not likewise be afforded Nevada’s long-standing policy to have this matter heard on the
7 merits.⁹

9 **2. Defendants Denial of Plaintiff and Michael Ahders Merit Based Claims is**
10 **Irrelevant.**

11 Though, Defendants admittedly did not pay Plaintiffs all amounts due pursuant to the
12 Memorandum and looted the bank account driving it into closure, and also admittedly did not
13 pay Michael Ahders the \$100,000 owed – they contradictorily claim that there is no merit to their
14 claims. Defendants have not shown any evidence that they provided Ahders with any payments
15 other than the \$48,000 provided in 11 installments from January 2017 to November 2017.
16 Defendants cannot prove any validity to their new story that Barket received \$176,500 in cash
17 withdrawn by Shafik Hirji and Shafik Brown from January 2017 to March 2017. If Ahders was
18 not owed additional sums, then there would be no reason to continue payment past March 2017.
19 The Memorandum did not require Barket to invest the \$1 million. Yet, now having gotten the
20 benefit of the funds being raised, spending it all for themselves; Defendants want to go back and
21 revisit their interpretation. Defendants didn’t believe they didn’t owe Barket any further sums in
22 2017, and their new explanation is only another self-serving revised “pitch” meant to suit their
23 current purpose – getting away without paying anything. Defendants do not get contradict their
24
25
26

27 ⁹ This is especially true at this moment when the current trial and calendar have been vacated, and not
28 been reset.

own actions and the words of the confession of judgment they voluntary signed.¹⁰ Yet, Defendants take no issue and have no shame in claiming they have been victimized when they themselves have deprived others of millions of dollars. Any argument postured by Defendants for dismissal pursuant to NRCP 41(e) is so incredulous, self-serving and ridiculous, it cannot withstand common sense or independent reason.

C. Defendant's Abuse of Process Argument Similarly Fails.

Nevada's seminal abuse of process case is *Bull v. McCuskey*, 96 Nev. 706, 615 P.2d 957 (1980) (abrogated on unrelated grounds). In *Bull*, an attorney filed a medical malpractice action against a doctor. *Bull*, 96 Nev. at 707. "Before filing suit," the attorney failed to examine medical records, failed to obtain medical records, failed to confer with a doctor and failed to submit his client's claim (pre-litigation) to a mandated "screening panel." *Id.* at 708. "After filing suit," the attorney did not depose the defendant doctor, did not depose any other doctor and did not retain an expert witness. *Id.* "Shortly before trial," the attorney, on behalf of his client, offered to

¹⁰ Defendants arguments about "apparent authority" and the like are tortuously indifferent to the facts of the case. Defendants took the benefit of the funds raised and provided, but want to contradict the terms and their actions, which would be prevented by equitable estoppel or basic contract interpretation (as the terms were clear between the parties):

"Equitable estoppel functions to prevent the assertion of legal rights that in **1062 equity and good conscience should not be available due to a party's conduct."²⁰ This court has previously established the four elements of equitable estoppel:

(1) the party to be estopped must be apprised of the true facts; (2) he must intend that his conduct shall be acted upon, or must so act that the party asserting estoppel has the right to believe it was so intended; (3) the party asserting the estoppel must be ignorant of the true state of facts; (4) he must have relied to his detriment on the conduct of the party to be estopped.

In re Harrison Living Tr., 121 Nev. 217, 223, 112 P.3d 1058, 1061 (2005).

In this case there is little question that Defendants did not know the consequences and obligations of the Memorandum, desired Barket and Ahders to provide funds and assistance by acting on their representations, but that Defendants were not going to fulfill their obligations to Michael Ahders and Plaintiffs' detriment. If Defendants actually believed heir misguided representations regarding the enforceability of the Memorandum or the Confession of Judgment they could have filed a motion for summary judgment years ago.

1 resolve the malpractice claim for \$750. *Id.* “During trial,” the attorney repeatedly defamed the
2 defendant doctor. *Id.* The jury returned a verdict in favor of the doctor, and, thereafter, the doctor
3 “commenced [an] action against [the attorney] for abuse of process.” *Id.* The doctor contended
4 that the attorney, “instituted a malpractice suit against him for the ulterior purpose of coercing a
5 nuisance settlement knowing that there was no basis for the claim of malpractice.” *Id.* at 707.

6
7 In this case no similar facts exist to establish an abuse of process argument. Defendants
8 have readily conceded in confessions, agreements and other documents that they owe the other
9 parties substantial sums of money. If Defendants would have paid as agreed there would have
10 been no basis to start the lawsuits. Defendants have never offered anything reasonable to resolve
11 the claims with any of the parties. Even after being provided with notice by Ahders pursuant to
12 his agreement with the Defendants; Defendants refused to resolve the issue. Efforts to collect
13 money owed for debt admittedly owed is not the type of coercion, extortion or “ulterior motive”
14 necessary to demonstrate abuse of process. If that were the case, Defendants efforts to thwart
15 repayment for any debt would likewise be an abuse of process.

16
17 **D. Seeking a Determination of Vexatious Litigant Against Mr. Barket, Restrictive**
18 **Order or Enjoining Further Action is Frivolous – And a Further Attempt to**
19 **Restrain Plaintiffs from Pursuing Amounts Against Defendants Admittedly Owed.**

20 Though Defendants have been involved in over 40 litigation cases, both criminal and
21 civil, they oddly claim Mr. Barket should be deemed a “vexatious litigant.” A “vexatious
22 litigant” is one “who repeatedly files frivolous lawsuits.” Black's Law Dictionary 952 (8th ed.
23 2004). In order to deter such conduct, this court has approved of the use of sanctions, including
24 limiting by order a vexatious litigant's right to access the courts. *Jordan v. State, Dep't of Motor*
25 *Vehicles*, 121 Nev. 44, 58-60, 110 P.3d 30, 41-42 (2005), *abrogated on other grounds by Buzz*
26 *Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228 n. 6, 181 P.3d 670, 672 n. 6 (2008).
27 Restrictions imposed by vexatious litigant orders may include prohibiting the litigant from filing
28

1 future actions against a particular party or barring the litigant from filing any new action without
2 first demonstrating to the court that the proposed case is not frivolous. *Id.*

3 In *Jordan*, the Nevada Supreme Court adopted a four-factor analysis that courts should
4 use to determine when to declare a party a vexatious litigant. First, the litigant must be provided
5 reasonable notice of and an opportunity to oppose a restrictive order's issuance. *Id.* at 60. Second,
6 the district court must create an adequate record for review, setting forth the reasons that led it to
7 conclude that a restrictive order was needed to curb repetitive or abusive activities. *Id.* This
8 factor should be based on cases the judge is assigned to, or on actual rulings in other cases. *Id.* at
9 61. Third, the district court must make “substantive findings as to the frivolous or harassing
10 nature of the litigant's actions.” *Id.* (quoting *De Long v. Hennessey*, 89-15147, 1990 WL 124675
11 (9th Cir. 1990)). The restrictive order “cannot issue merely upon a showing of litigiousness.” *Id.*
12 (citing *Moy v. U.S.*, 906 F.2d 467, 470 (9th Cir. 1990)). The litigant's filings must not only be
13 repetitive or abusive, but also be without an arguable factual or legal basis, or filed with the
14 intent to harass. *Id.* (citations omitted). Fourth and finally, the order must be narrowly drawn to
15 address the specific problem encountered.

16 In this case, Defendants cannot meet the definition or the facts establishing a “vexatious
17 litigant.” At no time have Defendants denied that they did not receive all the benefits of the
18 loans, investments or monies received from the several parties or denied that they did not execute
19 documents such as the Memorandum, Ahders Confession of Judgment and other notes and
20 agreements assigned to Plaintiffs. Each of the agreements are unique in that not every that
21 provided funds was the same party. If Defendants did not want to face a multitude of claims
22 from different parties, they should have not agreed to take the funds, take the benefit of having
23 raised or entered into so many agreements with as many parties. Based on the plain facts of the
24 case there is no basis to issue notice, restrictive order or other further artifice to deprive Mr.
25
26
27
28

1 Barket from collecting the amounts due. Further, if Defendants want to forego more litigation,
2 they can start by either not borrowing money to embezzle or satisfying the obligations of their
3 several agreements.

4 **E. Defendants Demand for Equitable Relief Such as a Permanent Injunction is**
5 **Laughable as They Have Yet to Exercise Any Degree of Equitable Conduct, the**
6 **Several Agreements and Defendants Affirm Their Numerous Breaches, Have Not**
7 **Pursued The Claimed Disparage Which Occurred Years Ago, Fail to Offer to Post**
8 **Bond and Other Short Comings.**

9 Defendants are con-men leaving in their wake millions in judgments, restitution, liens
10 and expended attorney's fees and costs in their wake – that is a matter of fact considering the
11 numerous court records and filings. Injunctive relief is available if an applicant can show a
12 likelihood of success on the merits and a reasonable probability that the non-moving party's
13 conduct, if allowed to continue, will cause irreparable harm for which compensatory damage is
14 an inadequate remedy. *Pickett v. Comanche Construction, Inc.*, 108 Nev. 422, 426, 836, P.2d 42,
15 44 (1992).¹¹ A central factor to be considered by the Court in connection with a motion for
16 injunctive relief is whether the party seeking the injunction has shown a reasonable probability of
17 success on the merits. *E.G. Sobol v. Capital Management Consultants, Inc.*, 102 Nev. 444, 726,
18 P.2d 335 (1986). Indeed, the party seeking the injunction must make a “persuasive showing of
19 irreparable harm...,” and must further show a “substantial likelihood that it will prevail on the
20 merits of the underlying action.” *Clark Pacific v. Krump Construction, Inc.*, 942 F. Supp 1324,
21

22 ¹¹ A preliminary injunction is an “extraordinary and drastic remedy, one that should not be
23 granted unless the movant, by a clear showing, carries the burden of
24 persuasion.” *Mazurek v. Armstrong*, 520 U.S. 968, 972, 117 S.Ct. 1865, 138 L.Ed.2d 162
25 (1997) (quoting 11A Charles Alan Wright & Arthur Miller, *Federal Practice &*
26 *Procedure* § 2948 (2d ed.1995)). “The cases best suited to preliminary relief are those in
27 which the important facts are undisputed, and the parties simply disagree about what the
28 legal consequences are of those facts.” *Remlinger v. State of Nev.*, 896 F.Supp. 1012,
1015 (D.Nev.1995).

Saini v. Int'l Game Tech., 434 F. Supp. 2d 913, 919 (D. Nev. 2006).

1 1346-1347 (D. Nev. 1996).

2 **1. Defendants' Claimed Lack of Adequate Remedy is Based on Monetary Relief**
3 **Improper for Injunctive Relief.**

4 As mentioned in the Motion to Dismiss, "Barket's actions harmed the reputations and the
5 reputations of their business...which led to the closure of those businesses." *Id.* at p. 31:4-6.
6 The loss of business and their closure is calculable in monetary damages and not irreparable
7 harm justifying injunctive relief. Defendants bear the burden of establishing that money
8 damages will be inadequate. In this case, they do not meet this burden. Further, Defendants
9 Counterclaim filed on filed September 5, 2017 affirms that for each cause of action, whether
10 based on contract or tort, that the damages for each is at least \$15,000 nor was injunctive relief
11 requested.
12

13 In *Number One Rent-A-Car v. Ramada Inns* (1978) 94 Nev. 779, the parties entered an
14 exclusive licensing agreement whereby Number One acquired the right to provide car rental
15 services to Ramada customers in Las Vegas. Disputes arose as to payment of certain licensing
16 fees and Ramada instructed its customers that effective January 1, 1977, Econo-Car would
17 henceforth be its car rental agent.
18

19 Number One sued Ramada and obtained an ex parte temporary restraining order
20 prohibiting Ramada from violating the licensing agreement. The TRO was dissolved, and the
21 dissolution was affirmed by the Nevada Supreme Court. Relevant to this action, the Supreme
22 Court held that Number One was not entitled to equitable relief because "money damages is an
23 adequate remedy." *Number One*, 94 Nev. at 781. The Supreme Court also observed that "[e]ven
24 if the substitution of Econo-Car as Ramada's licensee should force [Number One] into
25 bankruptcy, the trustee could bring the damages suit in its behalf." *Id.* In this case, Defendants
26 seeks money damages from Defendants and even if Defendants' alleged breach of contract
27 forces Plaintiff into bankruptcy, *Number One* holds that Plaintiff has an adequate remedy at law
28

1 so that it is not entitled to obtain a preliminary injunction.

2 The *Dangberg Holdings* decision likewise reveals the nature of harm that is considered to
3 be irreparable through money damages. In *Dangberg Holdings*, the State of Nevada sought to
4 recover a piece of real property that it contended it had a contractual right to obtain and use as a
5 state park and museum. It successfully obtained a preliminary injunction to prevent the owner of
6 the property from selling it to another party because money damages could not compensate it for
7 the loss of the real property. Plaintiff, however, does not make any similar allegations.

8 In this case, Defendants does not allege, let alone establish, that it will suffer any harm
9 akin to the harm alleged in *Number One* or *Dangberg Holdings*. Plaintiff's Complaint seeks
10 monetary relief. Further the actions which supposedly harmed Defendants initially occurred
11 years ago and there is no evidence presented that any of the claimed misconduct has any effect
12 whatsoever. As Defendants cannot prove these points by clear and convincing evidence, the
13 request for permanent injunction must fail.

14 **2. Plaintiff Fails to Establish a Reasonable Likelihood of Success on the Merits**
15 **Especially When It Has Failed to Abide by Any Agreement.**

16 Defendants cannot establish a reasonable likelihood of success on the merits because it
17 does not discuss the merits of the claims it is asserting against Plaintiffs or Michael Ahders, it is
18 simply rephrasing of rhetoric which does not prove any relevant factors. If Defendants who are
19 so critical of Plaintiffs for supposedly not being diligent in pursuing their claim, can provide
20 nothing more than rhetoric, self-serving statements and make broad based claims that they are
21 not as despicable as public records would reasonable relay, they have surely failed to carry any
22 reasonability of success. Additionally, if Defendants believed so vigorously in this right of
23 injunction, they could have asked long ago.

24 In an opinion cited by Plaintiff, *Dangberg Holdings, supra*, the Supreme Court noted that
25 none of the parties contested the validity of the contract that gave the State the right to obtain the
26

1 property and as a result it had a reasonable probability of success “in enforcing its rights pursuant
2 to those agreements.” *Dangberg Holdings*, 115 Nev. at 143. As such, the State satisfied this
3 prong of the analysis. *Dangberg Holdings* demonstrates the connection between the relief
4 sought in a party’s complaint and the relief sought by a preliminary injunction that is necessary
5 to grant the injunction.
6

7 In this matter, there is no relationship between the relief sought in a pleading and the
8 relief it seeks through its request for an injunction. The Counterclaim seeks money while its
9 request for a preliminary injunction seeks to restrict Plaintiffs’ actions. Plaintiff does not
10 establish any nexus, and this failure is fatal to any attempt to obtain a preliminary injunction.
11

12 The Nevada Supreme Court similarly discussed the necessary relationship between a
13 party’s complaint and its request for a preliminary injunction in *Ottenheimer v. Real Estate Div.*
14 *of Nev. Dep’t of Commerce* (1975) 91 Nev. 338. *Ottenheimer* involved a suit to invalidate a
15 statute that required sellers of subdivision property to have real estate licenses. The plaintiffs
16 obtained a preliminary injunction precluding the enforcement of the new statute pending the
17 outcome of the litigation. Again, the scope of the injunction was directly related to the relief
18 sought in the Counterclaim, and if there was any it has long since passed. Nor is there any
19 evidence that any effects are felt with any other business operations.
20

21 **3. Plaintiff Has Failed to Address that Security or a Bond Should Be Posted to**
22 **Compensate Plaintiffs from Being Restrained from their Lawful Rights of**
Free Speech or Other Permissible Conduct.

23 Defendants fail to address the issue of posting security which is fatal to the issuing of an
24 injunction. In relevant part, NRCP 65 provides:

25 (c) **Security.** The court may issue a preliminary injunction or a temporary
26 restraining order only if the movant gives security in an amount that the court
27 considers proper to pay the costs and damages sustained by any party found to
28 have been wrongfully enjoined or restrained. The State, its officers, and its
agencies are not required to give security.

1 In *Dangberg Holdings*, that Court noted that a request for TRO and preliminary injunction is
2 void if a bond is not posted:

3 We have previously held that the district court's failure to require the applicant to
4 post security voids an order imposing a preliminary injunction. In *Strickland v.*
5 *Griz Corp.*, 92 Nev. 322, 323, 549 P.2d 1406, 1407 (1976), this court held that “
6 ‘[w]here a bond is required by statute before the issuance of an injunction, it must
be exacted or the order will be absolutely void.’ ” (quoting *Shelton v. **321*
District Court, 64 Nev. 487, 494, 185 P.2d 320, 323–24 (1947)).

7 *Id* at 129.

8 An injunction requested without bond is therefore void. As Defendants has not offered or appear
9 willing to post a bond, or even a reasonable bond considering it seeks to restrain free speech,
10 collection of notes and other debt owed the injunction must be denied.
11

12 **4. Defendants Fail to Address Whether an Injunction is the Public Interests.**

13 Another issue to consider in issuing an injunction is public interest. It stands to reason
14 that the public would desire to hear of the unlawful business activities of the Defendants, who
15 are admittedly involved in auto repair locations, yet Shafik Hirji is specifically prohibited by
16 Court order from doing so. Defendants have defrauded scores of creditors and have their right to
17 claim a balance favoring their interest as opposed to the hundreds of people that they have
18 harmed.
19

20 **F. Defendant’s Demand for Attorney’s Fees Which Have Denied Based on the Same**
21 **Claimed Facts on Numerous Occasions Should Likewise Be Denied Again.**

22 In nearly every motion, counter-motion or response, Defendants seek an award of fees
23 due to claimed frivolousness; but yet to affirm how they are somehow being maligned after the
24 theft of every other parties time, money or efforts that benefitted them. These several requests
25 have already been decided and there is no further basis to now have this Court reconsider those
26
27
28

1 same rulings or those of Judge Cory's in denying an award of attorney fees and costs pursuant to
2 NRS 18.010.¹²

3
4 **III.**

5 **CONCLUSION**

6 Wherefore based on the foregoing it is respectfully requested that this Court deny the
7 Motion to Dismiss in its entirety.

8 Dated this 3rd day of September 2020.

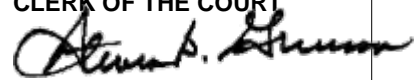
9
10 **THE BARNABILAW FIRM, PLLC**

11 By: /s/ CJ Barnabi
12 CHARLES E. ("CJ") BARNABI JR., ESQ.
13 Nevada Bar No.: 14477
14 375 East Warm Springs Road, Ste. 104
15 Las Vegas, Nevada 89119
16 *Attorneys for Plaintiffs and Michael Ahders*

17
18
19
20
21
22
23 ¹² In its discretion, the district court may award attorney fees under NRS 18.010(2)(b) and EDCR
24 7.60(b) if a party brings an unreasonable or frivolous claim. *Rivero v. Rivero*, 125 Nev. 410,
25 441, 216 P.3d 213, 234 (2009); *Semenza v. Caughlin Crafted Homes*, 111 Nev. 1089, 1095, 901
26 P.2d 684, 687 (1995). But "there must be evidence supporting the district court's finding that the
27 claim or defense was unreasonable or brought to harass." *Rivero*, 125 Nev. at 441, 216 P.3d at
28 234. A claim is frivolous or unreasonable if it is "not supported by any credible evidence." See
Bergmann v. Boyce, 109 Nev. 670, 675, 856 P.2d 560, 563 (1993) (internal quotation marks
omitted), *superseded by statute on other grounds as stated in In re DISH Network Derivative
Litig.*, 133 Nev. 438, 451 n.6, 401 P.3d 1081, 1093 n.6 (2017).

DOCUMENT “19”

DOCUMENT “19”



APEN
THE BARNABI LAW FIRM, PLLC
CHARLES ("CJ") E. BARNABI JR., ESQ.
Nevada Bar No. 14477
375 E. Warm Springs Road, Ste. 104
Las Vegas, NV 89119
Email: cj@barnabilaw.com
Telephone: (702) 475-8903
Facsimile: (702) 966-3718
Attorneys for Plaintiffs and Michael Ahders

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

AND ALL RELATED AND
CONSOLIDATED MATTERS

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

Consolidated With:

Case No.: A-18-770121-C

Hearing Date: 10/20/2020
Hearing Time: 9 a.m.

APPENDIX OF EXHIBITS

COMES NOW Plaintiffs and Michael Ahders, by and through their counsel of record, CJ
Barnabi, Esq. of The Barnabi Law Firm, PLLC, and submits their Appendix of Exhibits to
Opposition to Defendants' Motion to Dismiss and Related Relief:

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<u>EXHIBIT</u>	<u>TITLE</u>	<u>DOC NO.</u>
	Declarations of Michael Ahders and CJ Barnabi, Esq.	
1.	November 21, 2016 Confession of Judgment	1-19
2.	November 25, 2019 Notice of Default and Demand to Immediately Cure	20 – 24
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6.	Defendants' Emergency Motion to Vacate Confession of Judgment dated January 14, 2020	81 – 162
7.	[Reserved]	163
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Dated this 4th day of September 2020.

THE BARNABI LAW FIRM, PLLC

By: /s/ CJ Barnabi
 CHARLES E. (“CJ”) BARNABI JR., ESQ.
 Nevada Bar No.: 14477
 375 East Warm Springs Road, Ste. 104
 Las Vegas, Nevada 89119
Attorneys for Plaintiffs and Michael Ahders

CERTIFICATE OF SERVICE

I hereby certify that on the 4th day of September 2020, 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 - Plaintiff:

Steven Barket	sbarket@me.com
Charles ("CJ") E. Barnabi Jr.	cj@mcdonaldlawyers.com
Brandon McDonald	Brandon@mcdonaldlawyers.com
Jan Richey	jan@mcdonaldlawyers.com

Shafik Hirji - Defendant:

Daniel Marks	Office@danielmarks.net
Teletha L. Zupan	tzupan@danielmarks.net

G65 Ventures LLC - Plaintiff:

Steven Barket	sbarket@me.com
Brandon McDonald	brandon@mcdonaldlawyers.com

Shafik Brown – Defendant

Danie Marks	Office@danielmarks.net
Teletha L. Zupan	tzupan@danielmarks.net

Navneet Sharda – Defendant

Luz Garcia	nvrec@avalonlg.com
Harold P Gewerter	harold@gewerterlaw.com
Bryan Naddafi	bryan@avalonlg.com
Kurt Naddafi	kurt@avalonlg.com

Furniture Boutique LLC – Defendant

Daniel Marks	office@danielmarks.net
Teletha L. Zupan	tzupan@danielmarks.net

Navneet Sharda - Counter Claimant

Luz Garcia	nvrec@avalonlg.com
Harold P Gewerter	harold@gewerterlaw.com
Sarah Lauer-Overby	sarah.lo@olympialawpc.com
Bryan Naddafi	bryan@avalonlg.com
Bryan Naddafi	bryan@sterlingkerrlaw.com
Kurt Naddafi	kurt@avalonlg.com

Trata Inc. - Counter Claimant

Luz Garcia	nvrec@avalonlg.com
------------	--------------------

1 Harold P Gewerter harold@gewerterlaw.com
2 Michael Mazur mmmazur@mazurbrooks.com
3 Bryan Naddafi bryan@avalonlg.com
Kurt Naddafi kurt@avalonlg.com

4 Other Service Contacts:

Charles ("CJ") E. Barnabi Jr. cj@barnabilaw.com

5 Marie Twist marie@barnabilaw.com

6 Dated this 4th day of September 2020.

7
8 /s/ CJ Barnabi

An employee of The Barnabi Law Firm, PLLC

DECLARATION OF MICHAEL AHDERS

Michael Ahders, under penalties of perjury, being first duly sworn, deposes and says:

1. That he is the Plaintiff/Judgment Creditor in the above-entitled consolidated action; and that this Declaration is submitted in support of the foregoing Motion.

2. That on November 21, 2016, Shafik Hirji, Shafik Brown and Boulevard Furniture, Inc. ("Judgment Debtors") executed a Confession of Judgment and Security Agreement in favor of Michael Ahders ("Ahders Loan").

3. That Judgment Debtors made 11 payments of \$4,000 towards the Ahders Loan from January 2017 to November 2017.

This statement is made under penalty of perjury.

DATED this 3rd day of September 2020.

/s/ Michael Ahders

Michael Ahders

1 10. That there was no discussion between counsels that affirmed, argued, evidenced or
2 otherwise contradicted that Hirji and Brown were not aware of their legal obligations or that their
3 counsel, Ms. Zupan, was not also keenly aware that the allegation of the Ahders Agreement being
4 satisfied was not true.

5 11. That Ms. Zupan did not dispute the contentions of the November 25, 2019
6 correspondence, when she spoke to the undersigned on December 4, 2019. Nor did Ms. Zupan
7 allege, as she and Mr. Marks have in these further filings, that Hirji and Brown had paid \$375,000
8 - \$423,000, and that the Ahders Agreement was satisfied.

9 12. That while counsel is not providing this information to obfuscate the requirements
10 of NRS 48.105; the actions of opposing counsel in candidly admitting the true factual and legal
11 scenario during these discussions, and their outward filings to the Court, obviously serve and are
12 “offered for another purpose.”

13 13. That purpose is to further demonstrate, along with other evidence as described
14 above, that Ms. Zupan and Mr. Marks are willfully engaging in sanctionable conduct by continuing
15 to mislead, with impunity, this Court by repeatedly claiming as true, facts and circumstances which
16 they cannot after reasonable inquiry believe themselves.

17 14. A draft of this Motion was e-served through the Court’s electronic service system
18 to Ms. Zupan and Mr. Marks on April 9, 2020. After Ms. Zupan asked for an extension to file a
19 response, and my response that, “The Motion has not been filed, only served per Rule 11.”
20 Correspondence was received on April 24, 2020, with a written response. Exhibit 7,
21 Correspondence from Ms. Zupan.

22 15. Ms. Zupan’s correspondence ignored that prior admissions and did not address the
23 fact that their own claimed documents did not support their disingenuous calculations. *Id.* In
24 response the undersigned replied:

25 Teletha:

26 Your correspondence fails to address the fact that you, Mr. Marks and your clients
27 treat the two separate and distinct agreements between Mr. Ahders and Mr. Barket
28 as one joint agreement. Yet admittedly your clients owe Mr. Ahders alone nearly
\$200,000. All the evidence you have produced within the past couple of years

1 doesn't prove the \$475,000 in supposed cash and checks was paid. Essentially,
2 your correspondence is the same conjecture, that is discussed in the draft Rule 11
Motion, and has been passed off as truth.

3 If you have a proposal to address these issues during this time, then please
4 advise. Considering the 21 day safe harbor period and that the motion will not
likely be heard for another 30-45 days, based on the Court's discretion, I believe
5 that is more than a reasonable amount of time to address the issues raised in the
Motion. However, if it is your intention to basically tell me how frivolous the
6 Motion is, demand the withdrawal, when you have avoided the substance of the
Motion and sought sanctions against me for much less, that isn't a resolution I will
consider.

7
8 Email dated April 24, 2020, from CJ Barnabi, Esq. to Teletha Zupan, Esq.

9 16. Currently, the parties hav agreed that discovery should be reopened and extended
10 for another 180 days. In furtherance of the parties agreement, I provided opposing counsels with
11 a draft of the stipulation and order on September 2, 2020.

12 This statement is made under penalty of perjury.

13 DATED this 3rd day of September 2020.

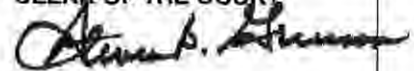
14
15 _____
/s/ CJ Barnabi

16 CJ Barnabi, Esq.
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28

EXHIBIT 1

EXHIBIT 1

November 21, 2016
Confession of Judgment



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

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 MICHAEL AHDERS, an individual,

14 Plaintiff,

A-18-770121-C

15 v.

Department 30

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

19 Defendants.

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

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



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

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

DATED this 21st day of November, 2016.

BOULEVARD FURNITURE, INC., a Nevada corporation.

By: _____

Shafik Brown, President

Shafik Brown, individually

Shafik Hirji, individually

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

H. Stan Johnson
NOTARY PUBLIC



SECURITY AGREEMENT

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

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

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

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


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

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

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

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

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

\$100,000 

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

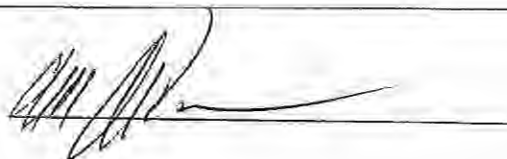
DEBTOR:

SECURED CREDITOR:

BOULEVARD FURNITURE INC.

MICHAEL AHDERS

By: 



Its: President

100,000.00

November 21st, 2016

Secured Promissory Note

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

1. CONTRACT INTEREST RATE

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

2. SCHEDULED PAYMENTS

2.1 Monthly Payments

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

2.2 FINAL PAYMENT

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

3. APPLICATION OF MONTHLY PRINCIPAL AND INTEREST PAYMENTS

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

4. LATE CHARGE

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

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

5. PREPAYMENT

This Note may be prepaid in full without penalty.

6. DEFAULT

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

7. ACCELERATION

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

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

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

8. SECURITY

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

9. SEVERABILITY

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

10. WAIVER

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

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

11. VARIATION IN PRONOUNS

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

12. COMMERCIAL LOAN

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

13. REPLACEMENT OF NOTE

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

14. GOVERNING LAW

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

15. TIME OF ESSENCE

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

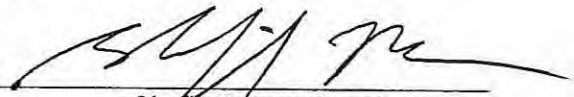
16. NO ORAL AGREEMENTS

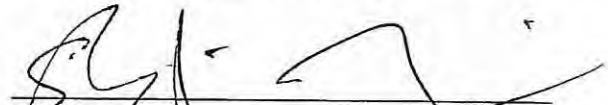
THIS NOTE AND ALL THE SECURITY AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT OF THE BORROWER AND THE LENDER AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE LOAN AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR,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

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

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

BOULEVARD FURNITURE, INC. a Nevada
corporation

By: 
Shaik Brown, President


SHAFIK HIRJI


SHAFIK BROWN

0007406 11-24
Office AU # 1210(8)
Remitter: MICHAEL A AHDRS
Purchaser: MICHAEL A AHDRS
Purchaser Account: 7348147401
Operator I.D.: u491055 reno0918
Funding Source: Paper Items(s)
PAY TO THE ORDER OF

CASHIER'S CHECK

SERIAL #: 0740602079
ACCOUNT#: 4861-511988

November 22, 2016

BOULEVARD FURNITURE INC

One hundred thousand dollars and no cents

\$100,000.00

Payee Address:
Memo:

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

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

VOID IF OVER US \$ 100,000.00

NON-NEGOTIABLE

Purchaser Copy

3004 MAC03 50367003

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0007406 11-24
Office AU # 1210(8)
Remitter: MICHAEL A AHDRS
Operator I.D.: u491055 reno0918

CASHIER'S CHECK

0740602079

November 22, 2016

PAY TO THE ORDER OF ***BOULEVARD FURNITURE INC***

One hundred thousand dollars and no cents

\$100,000.00

Payee Address:
Memo:

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

VOID IF OVER US \$ 100,000.00

AUTHORIZED SIGNATURE

0740602079 12100024814861 511988

Details on Back. Security Features Included.

EXHIBIT 2

EXHIBIT 2

November 25, 2019 Notice of Default and
Demand to Immediately Cure



CJ Barnabi, Esq.
cj@barnabilaw.com

ATTORNEYS & COUNSELORS AT LAW

375 E. Warm Springs Road, Ste. 104
Las Vegas, Nevada 89119
702-475-8903 direct
702-966-3718 fax

November 25, 2019

Via US Certified Mail and Regular First-Class Mail

Daniel Marks, Esq.
Teletha Zupan, Esq.
Law Office of Daniel Marks
610 S. 9th Street
Las Vegas, NV 89101

Re: Michael Ahders v. Boulevard Furniture, Inc., Shafik Hirji and Shafik Brown
Confession of Judgment, Security Agreement and Secured Promissory Note

NOTICE OF DEFAULT AND DEMAND TO IMMEDIATELY CURE

Dear Mr. Marks and Ms. Zupan:

This letter shall serve as written notice¹ of default to the Messrs. Hirji, Brown and Boulevard Furniture, Inc. and five calendar days (and three business day) notice to cure the default arising from their obligations under the Security Agreement and Secure Promissory Note dated November 21, 2016.

Pursuant to the Agreement \$176,000² is due and owing. Boulevard Furniture, Inc., Shafik Hirji and Shafik Brown have until December 4, 2019 to satisfy their default before Mr. Ahders seeks to enforce the Confession of Judgment.

¹ This correspondence is sent directly to you as counsel who appeared on behalf of the Defendants and not directly to Defendants directly to their address provided under the mentioned agreements, to avoid impermissible direct communications between counsel and your Clients.

² The Secured Promissory Note states that \$148,000 would be due and payable. Payments of \$4,000 were made 11 times, leaving a balance of \$104,000. However, every 10 days of non-payment following the last month of non-payment (November 2017), another \$1,000 late charge accrues (which has now occurred 72 times with the next \$1,000 occurring on December 5, 2019).

Daniel Marks, Esq.
Teletha Zupan, Esq.
Law Office of Daniel Marks
November 25, 2019

Should you have any questions please feel free to contact my office.

THE BARNABI LAW FIRM, PLLC

Charles ("CJ") E. Barnabi, Esq.

CJB/mt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </p> <p>B. Received by (Printed Name) _____</p> <p>C. Date of Delivery <div style="border: 1px solid black; padding: 2px; display: inline-block;">12-2-19</div> </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No </p>
<p>1. Article Addressed to:</p> <p style="font-family: cursive;">Daniel Marks, Esq. Teletree 2-upon, Esq. Law Office of Daniel Marks 610 S. 9th Street Las Vegas, NV 89101</p> <div style="text-align: center;"> 9590 9402 3483 7275 9293 86 </div>	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) </div> <div style="width: 45%;"> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </div> </div>
<p>2. Article Number (Transfer from service label)</p> <p>011 2000 0000 7085 6629</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	

Domestic Return Receipt

7011 2000 0000 7085 6629

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee <small>(Endorsement Required)</small>		
Restricted Delivery Fee <small>(Endorsement Required)</small>		
Total Postage & Fees	\$	

Sent To Law Office of Daniel Marks

Street, Apt. No. or PO Box No. 610 S. 9th Street

City, State, ZIP+4 Las Vegas, NV 89101

PS Form 3800, August 2006

See Reverse for Instructions

0023 JA000935

USPS TRACKING#



9590 9402 3483 7275 9293 86

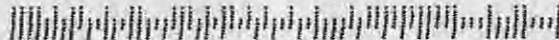
United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box*



~~THE BARNARD~~ LAW FIRM

375 EAST WARM SPRINGS ROAD
SUITE 104
LAS VEGAS, NV 89119



Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of International mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

EXHIBIT 3

EXHIBIT 3

Memorandum of Understanding

January 20, 2017

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

The following parties:

- Shafik Hirji
- Shafik Brown
- Steven Barket

Make the following agreement of terms:

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

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

The company will be set up as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

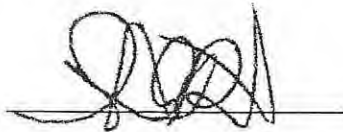
Melvin Anderson introduction fee: It is agreed that Anderson will be paid a flat fee of \$30,000 from FF4 over a six-month period in equal monthly payments of \$5,000 starting June 15, 2017 through December 15, 2017.

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

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

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

STEVEN BARKET

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

SHAFIK HIRJI

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

SHAFIK BROWN

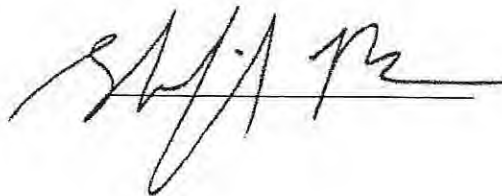
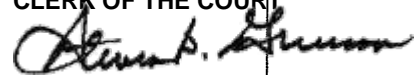
A handwritten signature in black ink, appearing to be 'SB', written over a horizontal line.

EXHIBIT 4

EXHIBIT 4

Defendants' Opposition to Plaintiffs' Motion
for Entry of Confession of Judgment and
Countermotion for Sanctions Pursuant to

EDCR 7.60



OPPC
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.

Hearing Requested for Countermotion

Date of Hearing: March 5, 2020
Time of Hearing: 9:00 a.m.

1 MICHAEL AHDERS, an individual,

2 Plaintiff,

3 vs.

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

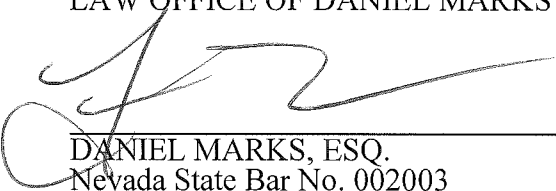
8 Defendants.

9 **DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION FOR ENTRY OF**
10 **CONFESSION OF JUDGMENT AND COUNTERMOTION FOR SANCTIONS**
11 **PURSUANT TO EDCR 7.60**

12 COMES NOW the Defendants, Boulevard Furniture, Inc.; Furniture Boutique, LLC,
13 Shafik Hirji; and Shafik Brown by and through their counsel, Daniel Marks, Esq., and Teletha L.
14 Zupan, Esq., of the Law Office of Daniel Marks, hereby submits their Opposition to Plaintiff's
15 Motion for Entry of Confession of Judgment and Countermotion for Sanctions Pursuant to
16 EDCR 7.60.

17 DATED this 12th day of February, 2020.

18 LAW OFFICE OF DANIEL MARKS

19 
20 DANIEL MARKS, ESQ.
21 Nevada State Bar No. 002003
22 TELETHA ZUPAN, ESQ.
23 Nevada State Bar No. 012660
24 610 South Ninth Street
25 Las Vegas, Nevada 89101
26 Attorneys for Defendants
27
28

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. STATEMENT OF FACTS:

3 A. Background

4 Shafik Hirji (hereafter "Hirji") is from Tanzania, which is in East Africa. English is his
5 second language. He dropped out of High School in New York at the beginning of his junior
6 year. In 2002, Hirji moved to Nevada. (See Affidavit of Shafik Hirji attached hereto as Exhibit
7 "1").

8 Around September 2016, Hirji met Steven Barket (hereafter "Barket") at the Mercedes
9 dealer. They quickly became close friends and met often on a casual basis to discuss their
10 business operations over coffee or lunch. (See Affidavit of Shafik Hirji attached hereto as Exhibit
11 "1").

12 Barket told Hirji he owned and/or operated various lucrative business ventures. During
13 their casual meetings, Hirji discussed his experiences operating various businesses Brown
14 owned. Hirji discussed Boulevard Furniture Inc. (hereafter "Boulevard"), which did business as
15 Furniture Fashions. Furniture Fashions was a chain of furniture stores with two locations in Las
16 Vegas, which Brown owned and Hirji operated. (See Affidavit of Shafik Hirji attached hereto as
17 Exhibit "1").

18 In October 2016, Barket asked Hirji if he could use extra money, explaining that he had
19 money he wanted to invest with Furniture Fashions. Hirji believed they could use the extra
20 money. (See Affidavit of Shafik Hirji attached hereto as Exhibit "1").

21 Hirji trusted Barket based on their friendship and Barket's representations that he owned
22 and/or operated various lucrative business ventures. Between November 7, 2016 and January 20,
23 2017 Barket coordinated with Hirji to make a series of "investments" with Furniture Fashions,
24 and other entities owned by Brown. (See Affidavit of Shafik Hirji attached hereto as Exhibit
25 "1"). This action stems from the series of "investments"/loans that Barket coordinated.

26 ////

27 ////

28 ////

1 **B. Barket's series of "investments"/loans and actions**

2 This Court should recall the series of investments/loans Barket orchestrated. The first
3 investment/loan occurred on November 7, 2016. Hirji and Brown agreed for Barket to invest two
4 hundred thousand (\$200,000.00) dollars. Barket said the investment would need to be structured
5 as a loan from one of his businesses through his partner for tax purposes. Barket told Hirji that
6 for tax reasons the loan repayment would need to be structured with an interest rate of fifty (50%)
7 percent for twelve (12) months. Hirji agreed. Barket told Hirji to get Brown and go to his
8 attorney, Stan Johnson's office on **November 7, 2016**, to execute a secured promissory note and
9 security agreement on behalf of Boulevard for the loan. Brown and Hirji went to the law office
10 and executed a confession of judgment, secured promissory note and security agreement for a
11 loan from **Cancer Care**. (See Affidavit of Shafik Hirji attached as Exhibit "1" and Cancer Care's
12 first confession of judgment, secured promissory note and security agreement attached at Exhibit
13 "2").

14 The second investment/loan occurred in November 21, 2016, shortly after the first loan.
15 Barket approached Hirji and said he had another one hundred thousand (\$100,000.00) dollars he
16 wanted to invest. Barket reiterated that the second investment would need to be structured as a
17 loan *from one of his businesses through his partner for tax purposes*. Barket told Hirji that for
18 tax reasons the loan repayment for the second loan would need to be structured with an interest
19 rate of forty-eight (48%) percent for twelve (12) months. Hirji agreed. Barket told Hirji to get
20 Brown and go to his attorney's office on **November 21, 2016**, to execute a secured promissory
21 note and security agreement on behalf of Boulevard for the second loan *from one of his*
22 *businesses* and to receive a check for one hundred thousand (\$100,000.00) dollars. Brown and
23 Hirji went to the law office and executed a confession of judgment, secured promissory note and
24 security agreement for a loan from the *Plaintiff, Michael Ahders* (hereafter "Ahders"). (See
25 Affidavit of Shafik Hirji attached at Exhibit "1" and Notice of Entry of Confession of Judgment
26 for Ahders with confession of judgment, secured promissory note and security agreement
27 attached at Exhibit "3"). This matter relates to the second investment/loan.

28 ////

1 The third investment/loan occurred in December 20, 2016. Barket informed Hirji that he
2 wanted to make a **third** "investment"/ loan. Hirji asked Barket if he wanted to invest three
3 hundred thousand (\$300,000.00) dollars and Barket said yes. Barket reiterated that for tax
4 reasons, the three hundred thousand (\$300,000.00) dollar investment would have to be
5 characterized as a loan and would have to go through *one of his businesses and be handled by*
6 *one of his partners*. Hirji informed Barket that the loan/investment would have to be structured
7 as a four (4) year loan with an interest rate of ten (10%) percent. Shortly before Brown and Hirji
8 were to execute the confession of judgment, secured promissory note and security agreement for
9 the loan, Barket informed Hirji that he had one hundred thousand (\$100,000.00) dollars available
10 at that time, but would have the other two hundred thousand (\$200,000.00) dollars shortly
11 thereafter and would amend the note and security agreement at that time. (See Affidavit of Shafik
12 Hirji attached at Exhibit "1").

13 Barket told Hirji to get Brown and go to the Law Office of Cohen-Johnson, LLC, on
14 **December 20, 2016** to execute a secured promissory note and security agreement on behalf of
15 Boulevard for the **third loan** *from one of his businesses* and to receive a check for one hundred
16 thousand (\$100,000.00) dollars. Brown and Hirji went to the law office and executed a
17 confession of judgment, secured promissory note and security agreement for a loan from **Cancer**
18 **Care**. Barket did not provide the additional two hundred thousand (\$200,000.00) dollars. (See
19 Affidavit of Shafik Hirji attached at Exhibit "1" and Cancer Care's second confession of
20 judgment, secured promissory note and security agreement attached at Exhibit "4").

21 Beginning in or around October/November 2016, Barket approached Hirji and suggested
22 that they open a new furniture store with Brown that would be completely separate and
23 independent from Furniture Fashions. Hirji told Barket that they would need one million
24 (\$1,000,000.00) dollars to open a new furniture store. They continued to have discussions
25 regarding the furniture store until January 2017. (See Affidavit of Shafik Hirji attached at Exhibit
26 "1").

27 ////

28 ////

1 The **fourth** investment/loan occurred on January 20, 2017. Barket reiterated that for tax
2 reasons, the million dollar deal would need to be structured as a loan *through one of his*
3 *businesses and would be handled by one of his partners*. Barket told Hirji that for tax reasons the
4 one million (\$1,000,000.00) dollar loan repayment for the **fourth loan** would need to be
5 structured with an interest rate of fifty (48%) percent for the first five payments, and then be
6 refinanced *by another one of his businesses* to reduce the interest rate to ten (10%) percent for the
7 remaining 43 months of the loan. Hirji agreed. (See Affidavit of Shafik Hirji at Exhibit "1").

8 Barket told Hirji to get Brown and go to his attorney's office on **January 20, 2016**, to
9 execute a secured promissory note and security agreement on behalf of Boulevard for the **fourth**
10 **loan** *from one of his businesses* and to receive a check for one million (\$1,000,000.00) dollars.
11 Brown and Hirji went to the law office and executed a confession of judgment, secured
12 promissory note and security agreement for a loan from **Trata**. (See Affidavit of Shafik Hirji
13 attached at Exhibit "1" and Trata's first confession of judgment, secured promissory note and
14 security agreement attached at Exhibit "5").

15 Between November 7, 2016 and March 4, 2017, Ahders' and Sharda's partner, Barket,
16 demanded and received a total of approximately three hundred seventy five thousand
17 (\$375,000.00) dollars from Hirji. Barket claimed he would return the money within a few weeks,
18 but he did not return any of the money. Instead, he demanded more money from Hirji. Hirji
19 refused. (See Affidavit of Shafik Hirji attached at Exhibit "1" and Checks to Barket attached at
20 Exhibit "6").

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

25 On or about March 5, 2017, Hirji contacted Dr. Navneet Sharda (hereafter "Sharda") to
26 inform him that Barket demanded and received approximately three hundred seventy five
27 thousand (\$375,000.00) dollars. Hirji informed Sharda that Barket demanded more money, which
28 they did not have. (See Affidavit of Shafik Hirji attached at Exhibit "1").

1 In April 2017, Ahders contacted Hirji to discuss the smear website that Barket had done
2 on the Defendants and their family. Hirji notified Ahders that his partner, Barket demanded and
3 received \$375,000.00 from him. Ahders said he would reach out to Barket to get him to take
4 down the smear website because it was bad for business. From January 5, 2017 through
5 December 2017, the Defendants continued to make monthly payments of \$4,000.00 directly to
6 Ahders' bank account. Ahders received approximately \$48,000.00 from the Defendants. Ahders
7 and his partner, Barket, received a total of approximately \$423,000.00 from the Defendants
8 between November 2016 and December 2017, which is four times more than the amount of the
9 initial investment/loan. (See Affidavit of Shafik Hirji attached at Exhibit "1" p. 8 at ¶ 32 and
10 Exhibit "6").

11 Sharda informed Hirji of Barket's misrepresentations. Specifically, Barket did not loan
12 any money to them; Barket was not an agent of Cancer Care or Trata; Barket did not have an
13 interest in Cancer Care or Trata; and Barket did not have the power to bind Cancer Care or Trata.
14 Sharda informed Hirji further that Barket did not apply any of the money he received toward the
15 outstanding loans for Cancer Care or Trata. (See Affidavit of Shafik Hirji attached at Exhibit "1"
16 and Trata Transcript from Evidentiary Hearing Day 2 attached hereto as Exhibit "7" at p. 6:18-
17 20).

18 Sharda informed Hirji that he was an agent of Cancer Care and Trata, had the power to
19 bind the businesses, and that Cancer Care and Trata loaned Hirji and Brown the all of the money.
20 Hirji stopped communicating with Barket. (See Affidavit of Shafik Hirji attached at Exhibit "1").

21 The fifth investment/loan occurred on March 18, 2017, Sharda agreed to loan Brown and
22 Hirji an additional two hundred thousand (\$200,000) dollars to open the furniture store and to
23 suspend the repayment obligations on all loans as long as Hirji and Brown agreed to make Sharda
24 a 50% owner/partner in the new furniture store. Hirji and Brown agreed. Sharda drafted a
25 confession of judgment, secured promissory note, and option agreement on behalf of Boulevard
26 for the fifth loan from **Trata** for two hundred thousand (\$200,000.00) dollars. (See Affidavit of
27 Shafik Hirji attached at Exhibit "1" and Trata's second confession of judgment, secured
28 promissory note and option agreement attached as Exhibit "8").

1 Sharda suspended the repayment terms for all four loans until the store opened, became
2 profitable enough to make the payments, and they reached an agreement for a new repayment
3 schedule for all four loans. The loans from Trata were made for the purpose of opening a new
4 furniture store. (See Affidavit of Shafik Hirji attached hereto as Exhibit "1").

5 **C. Plaintiffs' Schemes in Related Cases:**

6 **1. Gordon Silver action**

7 This Court should recall that on April 6, 2017, shortly before Barket commenced this
8 action, he acquired a Judgment against Sharda in the matter of Gordon Silver v. Navneet Sharda,
9 Case No: A-15-712697-C (hereafter referred to as the "Gordon Silver action"). (See Assignment
10 of Judgment attached hereto as Exhibit "10").

11 **2. Barket action**

12 On June 1, 2017, Barket commenced litigation against Hirji, Brown, Sharda, and
13 Furniture Boutique, LLC, in the Eighth Judicial Court, Case No. A-17-756274-C (hereafter
14 referred to as the "Barket action"), which was pending before the honorable Judge Bailus in
15 Department XVIII regarding the series of "investments"/loans that Barket orchestrated, but has
16 been reassigned to Department IX. Sharda was represented by Mr. Naddafi in this action, when
17 Barket executed on the Judgment against Sharda in the Gordon Silver action. He seized various
18 property, and set a subsequent judgment debtor exam to force Sharda to enter into a settlement
19 agreement with Barket who was represented by Michael Mazur in that action.

20 Their settlement agreement was executed on July 29, 2017. Sharda assigned all his rights,
21 title, and interest in the **five** promissory notes (in issue in the Barket action) to Barket or his
22 assigns. According to Mazur's declaration, Mr. Naddafi and Mazur jointly prepared the
23 confidential settlement agreement that Sharda and Barket executed. (See Declaration of Michael
24 Mazur attached hereto as Exhibit "10" at p. 4:10-12). The settlement agreement also provided
25 that Barket would coordinate the collection efforts of the promissory notes using Mazur &
26 Brooks for an aggressive post-judgment attachment and execution efforts that Sharda would pay
27 for. (See Redacted Confidential Settlement Agreement obtained by Defendants in the Trata
28 evidentiary hearing in February 2018 attached hereto as Exhibit "11" and April 17, 2018 Order

1 attached hereto as Exhibit "12").

2 Barket and Mr. Mazur reviewed the Confessions of Judgments and determined,
3 accordingly, that the two Confessions for Cancer Care and two Confessions for Trata would be
4 grossly deficient and could not be used in connection with NRS 17.090 through NRS 17.110 to
5 obtain a Judgment, in the event of a Default. During the interim period, from August 15, 2017 to
6 August 28, 2017, Sharda acted at the direction of Barket and pressured Hirji under false pretenses
7 to execute a formal contract for the repayment schedule for four of the loans, which included two
8 loans from Trata and two from Cancer Care. Sharda frequently told Hirji he was stressed out and
9 under a lot of pressure from his family about these loans. Sharda said he was having a lot of
10 conflict with his family because of these loans. (See Affidavit of Shafik Hirji attached hereto as
11 Exhibit "1"). Barket and/or Mr. Mazur directed Sharda to threaten to Default Hirji and Brown,
12 without any legal basis to do so, to coerce them into signing new Agreements and Confessions
13 for Cancer Care and Trata without the advice of counsel. Mr. Mazur drafted the new Agreements
14 and Confessions for Cancer Care and Trata.

15 The new Agreements were executed on September 1, 2017. Toward the middle or end of
16 October Barket and/or Mr. Mazur instructed Sharda to assign the new notes to Barket's assignee,
17 Brooklyn Asset Management (hereafter "BAM"). Sharda and Barket failed to provide proper
18 written notice of the assignment to Hirji to fabricate a Default so Cancer Care and Trata could
19 execute on the confessions of judgment. (See Exhibit "1"). During the Trata evidentiary hearing,
20 Sharda conceded that he was acting at the direction of Barket and Mazur and in accordance with
21 the settlement agreement. (See Exhibit "12" at p. 2:16-18).

22 **3. Cancer Care action**

23 On November 1, 2017, a Confession of Judgment was entered on behalf of Cancer Care
24 and BAM, *assignee*, in Case No. A-17-763985-C (hereafter "Cancer Care action") in Department
25 XVI before Judge Williams. Cancer Care was represented by Mazur in that action. That
26 Confession of Judgment was derived from two of the "investments"/loans that Barket
27 orchestrated, which are in issue in the Barket action Case No. A-17-756274-C. (See Cancer
28 Care's Notice of Entry of Order for Confession of Judgment attached hereto as Exhibit "13").

1 Judge Williams set aside the Confession of Judgment finding that it was void because Cancer
2 Care attempted to circumvent the issues and subject matter pertaining to the investments/loans in
3 dispute in the Barket action, case A-17-756274-C to deprive the Defendants of adjudication of
4 their rights and potential liabilities. (See January 25, 2018 Order attached at Exhibit "14").

5 **4. Trata action**

6 On November 1, 2017, a Confession of Judgment was entered on behalf of Trata, Inc.
7 (hereafter "Trata action"), and BAM, *assignee*, in Case No. A-17-763995-C in Department VI
8 before Judge Cadish, for two additional "investments"/ loans that were orchestrated by Barket
9 and are in issue in the Barket action, case A-17-756274-C. (See Trata's Notice of Entry of Order
10 for Confession of Judgment attached hereto as Exhibit "15") Trata was represented by Mazur.
11 Trata executed and seized approximately \$200,000.00 of the Defendants' money and property.
12 After an extensive evidentiary hearing, which confirmed the foregoing facts, Trata's Confessions
13 of Judgment was vacated on the grounds of fraud, misrepresentation, or other misconduct of an
14 adverse party pursuant to NRCP 60(b)(3) because Nadaffi improperly communicated about the
15 subject of the representation with a person he knew to be represented by another lawyer in the
16 matter, specifically because he knew Hirji and Brown were represented by Marks, who was not
17 present and did not consent, in the Barket Case where these very loans were at issue. (See Exhibit
18 "12").

19 **D. Procedural Background for Ahders' actions (1) A-18-770121-C and (2) A-19-**
20 **806944-C:**

21 **5. Ahders' action (1) A-18-770121-C:**

22 On February 23, 2018, Ahders filed the Confession of Judgment in this action, which was
23 ultimately consolidated with the Barket action.(See Ahders' Notice of Entry of Order for
24 Confession of Judgment attached hereto as Exhibit "16"). Ahders was represented by Mazur in
25 that action. Defendants filed a Motion to Vacate the Confession of Judgment and a Motion to
26 Consolidate this matter with the Barket action. The motion to consolidate was initially denied by
27 Judge Wiese, who set an evidentiary hearing regarding the issues of the amount of indebtedness,
28 whether proper notice was given under paragraph 4 of the Confession of Judgment, whether there

1 was an opportunity to cure, and to determine the matters raised in the moving papers. The matter
2 was set to be heard on April 18, 2019, but subsequently continued multiple times by the court
3 and/or per stipulations and orders of the parties due to the litigation that ensued in the related
4 matters.

5 On January 10, 2019, the parties agreed pursuant to a stipulation and order to have the
6 matter removed from the Court's Hearing Calendar and heard on the Court's Motion Calendar.
7 The parties received a new briefing schedule to consolidate their prior motions, which was to be
8 heard on April 18, 2019. The matter was rescheduled to May 7, 2019.

9 Defendants addressed the following facts in their brief. Between November 7, 2016 and
10 March 4, 2017, Ahders' partner, Barket, demanded and received a total of approximately three
11 hundred seventy five thousand (\$375,000.00) dollars from Hirji. (See Affidavit of Shafik Hirji
12 attached at Exhibit "1" and Exhibit "10"). In April 2017, the Defendants informed Ahders that
13 his partner, Barket, demanded and received \$375,000.00 from them. From January 5, 2017
14 through December 2017, the Defendants continued to make monthly payments of \$4,000.00
15 directly to Ahders' bank account. Ahders received approximately \$48,000.00 from the
16 Defendants. Ahders and his partner, Barket, received approximately \$423,000.00 from the
17 Defendants between November 2016 and December 2017 on a \$100,000 investment/loan. (See
18 Affidavit of Shafik Hirji attached at Exhibit "1"). As such, the underlying promissory note was
19 fully satisfied and there was no legal basis for filing the Confession of Judgment.

20 On April 25, 2019, the Court read and considered the papers, pleadings, and briefs on file,
21 as well as the ongoing litigation between Steve Barket, Shafik Hirji, Shafik Brown, Navneet
22 Sharda, and the Furniture Boutique, LLC, in Eighth Judicial District Court, Case No.: A-17-
23 756274-C relating to the series of investments and loans referenced extensively in the pleadings
24 in this case and issued a Minute Order resolving the dispute. (See April 25, 2019 Order attached
25 hereto as Exhibit "17").

26 This Court found that notice was required pursuant to paragraph 4 of the Confession of
27 Judgment, which states: If Defendant fails to adhere to the terms of the Note, and any
28 amendments or extensions, Plaintiff shall provide written notice of said default to the

1 Defendants. The Defendant shall have five (5) calendar days to cure said default. It [sic] the
2 default is not cured in full the Plaintiff may file and record this Confession of Judgment and take
3 all steps to protect the right of the Plaintiff hereunder. Further, this Court found that Plaintiff did
4 not provide the requisite notice pursuant to the Confession of Judgment, and Plaintiff did not
5 provide an opportunity for Defendants to cure any alleged default.

6 Based upon those finding, the court ordered, **as a matter of law**, without addressing the
7 other grounds raised by the Defendants, that the Confession of Judgment that was the basis of
8 that matter was **void under NRCP 60(b) and set it aside**. The Court proceeded to grant the
9 Defendants' Motion to Vacate the Confession of Judgment; pursuant to NRS 17.090 through
10 NRS 17.110; to Take Judicial Notice of Related Actions; Alternative Motion for Stay of
11 Execution pursuant to NRCP 62; and/or the Motion to Consolidate with Case No. A-17-756274-
12 C pursuant to NRCP 42. Thereafter, the Ahders action was consolidated with the Barket action.

13 **6. Ahders' action (2) A-19-806944-C:**

14 From April 25, 2019 through January 28, 2020, Ahders failed to take any action to pursue
15 his claims, which were consolidated with the Barket action. On December 13, 2019, Ahders
16 elected to commit fraud on the court by re-filing the same Confession of Judgment that this Court
17 held, as a matter of law, to be void and set aside, in a new action, in Case No. A-19-806944-C
18 before Judge Cory in Department I and began to execute upon it. (See Ahders' Notice of Entry of
19 Order for Confession of Judgment attached hereto as Exhibit "18"). Ahders was represented by
20 Barket's current counsel, Mr. Barnabi, in that action as well as this pending action, which gives
21 rise to a conflict of interest due to their materially adverse positions that was previously briefed
22 in Ahders' action (1).

23 On January 13, 2020, Ahders served the Defendants with the same Confession of
24 Judgment that the Honorable Judge Earley previously held to be void and set aside, which he re-
25 filed with the court. The next day, Ahders served the Defendants with Writs of Execution.
26 Defendant's counsel emailed Ahders' counsel, Charles Barnabi, Esq., immediately after being
27 served with the Defendants' Writs of Execution to demand that he cease and desist from taking
28 further action based on the void confession of judgment. Ahders' counsel was advised further

1 that Defendants would file emergency motions and seek fees if he did not agree to dismiss the
2 action with prejudice. Mr. Barnabi declined to do so stating that Mr. Ahders would pursue the
3 underlying note. Mr. Barnabi advised that he may not be able to respond promptly because has
4 depositions for the next three days. (See email stream attached hereto as Exhibit "19" and
5 Affidavit of Teletha Zupan, Esq. attached hereto as Exhibit "20").

6 In light of the Plaintiffs' aggressive and abusive litigation tactics in the related cases: the
7 *Barket action*, the *Gordon Silver action*, the *Cancer Care action*, the *Trata action*, and the
8 *Ahders action (1)*, the Defendants promptly filed an emergency motion to vacate the confession
9 of judgment pursuant to NRCP 60(b): to quash any and all writs of execution and/or garnishment
10 pursuant to NRCP 60(b) because the judgment was obtained by fraud; to stay all collection
11 activity, including writs of execution; for attorney's fees and costs; and to dismiss this action
12 with prejudice on January 14, 2020. The next day, Defendants filed an emergency motion for a
13 temporary stay of all collection activity, including writs of execution, ex parte applications for
14 orders shortening time, and a supplement to the ex parte application. The ex parte applications
15 for orders shortening time were granted. On January 29, 2019, Judge Cory granted the
16 Defendants' emergency motion to vacate the confession of judgment pursuant to NRCP 60(b): to
17 quash any and all writs of execution and/or garnishment pursuant to NRCP 60(b) because the
18 judgment was obtained by fraud; to stay all collection activity, including writs of execution; for
19 attorney's fees and costs; and to dismiss this action with prejudice; and dismissed the case.(See
20 January 29, 2020 Minute Order attached hereto as Exhibit "21")

21
22 Then, on January 29, 2020, Ahders attempts to take a third bite at the apple by filing the
23 pending motion to enforce the same void confession of judgment, which this Court held as a
24 matter of law to be void under NRCP 60(b) and set aside. It relates to the same Confession of
25 Judgment Ahders re-filed before Judge Cory, which was vacated, set aside, and dismissed with
26 prejudice by Judge Cory. Ahders blatantly disregards this Court's prior Order, which clearly held
27 that his Confession of Judgment was void and set it aside and continues file frivolous actions and
28 motions.

1 **II. LEGAL ARGUMENT**

2 **A. THIS COURT SHOULD DENY AHDERS' FRIVOLOUS MOTION FOR**
3 **ENTRY OF JUDGMENT**

4 The court has the inherent authority to relieve a party from a judgment or set aside a
5 judgment for fraud upon the court. See NRCP 60(b) and *Murphy v. Murphy*, 103 Nev. 185, 734
6 P.2d 738 (1987)(a divorce action where a husband threatened to kill his wife if she sought any
7 further property to receive a property distribution awarding him the entirety of the parties'
8 community property). The Nevada Supreme Court has found fraud on the court in cases where
9 there is "egregious misconduct", such as bribery of a judge or members of the jury, or the
10 fabrication of evidence by a party in which an attorney is implicated. See *Occhiuto v. Occhiuto*,
11 97 Nev. 143, 146 n. 2, 625 P.2d 568, 570 n. 2 (1981). In such cases, the court reviews the
12 improper actions to determine whether the actions are those of the parties alone or if the attorneys
13 in the case are involved. See *NC-DSH Inc. v. Garner*, 125 Nev. at 655, 218 P.3d at 859.

14 In 2009, the Nevada Supreme Court adopted the most widely accepted definition of
15 "fraud on the court" that, "embrace(s) only that species of fraud which does, or attempts to,
16 subvert the integrity of the court itself, or is a fraud perpetrated by officers of the court so that the
17 judicial machinery cannot perform the task in the usual manner its impartial task of adjudging
18 cases . . . and relief should be denied in the absence of such conduct. See *NC-DSH Inc. v.*
19 *Garner*, 125 Nev. 647, 654, 218 P.3d 853, 858 (2009). A fraud on the court occurs in situations
20 where due to fraud, a party is kept away from court and deprived of a real trial on the issues. See
21 *NC-DSH Inc. v. Garner*, 125 Nev. at 654-655, 218 P.3d at 859.

22 This Court should recall that it consolidated the Ahders action (1) with the Barket action
23 to allow Ahders to pursue his claims based on the underlying notes and related documents.
24 Ahders chose not to do so. The deadline to amend the pleadings to add parties or claims in the
25 consolidated Barket action closed on November 4, 2019. Ahders sat on his hands and waited
26 until after the deadline closed in the consolidated Barket action to take any action on his claims.
27 Then, he attempted on two more occasions, before Judge Cory and now again before this Court,
28 to subvert the process to deprive the Defendants of a fair trial on the merits.

1 This Court clearly and unequivocally held and ordered that as a matter of law Ahders'
2 Confession of Judgment is void pursuant to 60(b) and set it aside. (See Exhibit "17"). Ahders and
3 his counsel are clearly asserting in error that this Court has to assume the confession of judgment,
4 which was previously set aside as void is valid. This position is contrary to Nevada law.

5 Nothing in that order suggested that Ahders could attempt to cure his deficiencies and re-
6 file or pursue the void confession of judgment on not one, but two separate occasions. Refiling
7 an already void confession of judgment and attempting to execute on it is akin to fabricating
8 evidence. It certainly constitutes "fraud on the court" as it attempts to, subvert the integrity of the
9 court itself to prevent a real trial on the issues.

10 Requesting the same relief for the third time in the form of a motion does not change the
11 outcome and is frivolous. This is a redundant attempt by Plaintiffs to prevent the Defendants
12 from having a real trial on the issues. The statutes and caselaw cited by Ahders in his motion do
13 not apply because this Court has already held that his confession of judgment is void and set it
14 aside. Therefore, this Court should deny Ahder's Motion for Entry of Confession of Judgment.

15 Under clear Nevada law, a void judgment is in legal effect no judgment. *Gaudette v.*
16 *Roeder*, 13 Nev. 341, 342 (1878). This is now the fifth time that Barket's agents/partners have
17 engaged in a scheme to take Defendants' money and/or assets while depriving the Defendants of
18 a real trial on the issues and unnecessarily increasing the Defendants' litigation costs. (See
19 Exhibits "13", "15", "16", and "18"). This instance is the most egregious because it is Ahders
20 third attempt based on the same confession of judgment, which has no legal effect because it was
21 held to be void and set aside. (See Exhibits "16"- "18" and "21"). Ahders cannot revive a void
22 judgment by refiling it or requesting for the third time by way of motion for this Court to change
23 its decision.

24 It should be noted that Ahders argued in the opposition he filed with Judge Cory that this
25 Court's determination was a final judgment that disposed of all the issues. (See Ahders'
26 Opposition and Countermotion attached hereto as Exhibit "22" at p. 7:5-13). As such, Ahders
27 only recourse would be to file a timely appeal, which he failed to do. Accordingly, Ahder's
28 claims would be precluded by principles of *res judicata* as it involves the same parties and same

claims. See *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1054, 194 P.3d 709, 713 (2008), holding modified by *Weddell v. Sharp*, 131 Nev. 233, 350 P.3d 80 (2015). Therefore, this Court should deny Ahders frivolous motion to enter of confession of judgment.

B. THIS COURT SHOULD SANCTION AHDERS PURSUANT TO EDCR 7.60(b) FOR FILING HIS FRIVOLOUS MOTION.

This Court has discretion to impose reasonable sanctions on an attorney or a party who files a frivolous motion, multiplies proceedings in a case to increase costs unreasonably and vexatiously, and/or who fails or refuses to comply with an order of the court without just cause. Rule 7.60(b) of the Eighth Judicial District Court Rules states in pertinent part:

- (b) The court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney's fees when an attorney or a party without just cause:
 - (1) Presents to the court a motion or an opposition to a motion which is obviously frivolous, unnecessary or unwarranted.
 - (3) So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously.
 - (5) Fails or refuses to comply with any order of a judge of the court.

Ahders' frivolous actions confirm his blatantly disregarded for this Court's April 25, 2019 Order. On February 23, 2018, Ahders filed a Confession of Judgment in this action. (See Exhibit "16"). On April 25, 2019, this Court held **as a matter of law** that Ahders' Confession of Judgment was **void under NRCP 60(b) and set it aside**. (See Exhibit "17").

Despite that order on December 13, 2019, Ahders re-filed the same void Confession of Judgment in a new action Case No. A-19-806944-C before Judge Cory in Department I and began to execute upon it. (See Exhibit "18"). Judge Cory vacated, set aside, and dismissed the action with prejudice at the hearing on January 29, 2020. (See Exhibit "21"). That same day, January 29, 2020, Ahders attempted to take a third bite at the apple by filing the pending motion to enforce the same void confession of judgment for a third time.

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1 Clearly, Ahders failed to comply with this Court's April 25, 2019 Order regarding his
2 void Confession of Judgment. He has unnecessarily multiplied the proceedings in this case and
3 the related Ahders' action (2) to unreasonably and vexatiously increase costs. Therefore, this
4 Court should impose sanctions on Ahders pursuant to EDCR 7.60 sections (b)(1), (3), and (5)
5 and at a minimum award attorney's fees to Defendants.

6 **III. CONCLUSION**

7 Based upon the foregoing, this Court should deny Ahders' frivolous motion and impose
8 sanctions upon him pursuant to EDCR 7.60 (b)(1), (2), and (3).

9 DATED this 12th day of February, 2020.

10 LAW OFFICE OF DANIEL MARKS

11 

12 DANIEL MARKS, ESQ.

13 Nevada State Bar No. 002003

14 TELETHA ZUPAN, ESQ.

15 Nevada State Bar No. 012660

16 610 South Ninth Street

17 Las Vegas, Nevada 89101

18 Attorneys for Defendants

Exhibit “1”
Affidavit of Shafik Hirji

AFFIDAVIT OF SHAFIK HIRJI

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

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

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

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

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1 G. In December 2016, Barket informed me that he wanted make another "investment"/
2 loan. I asked Barket if he wanted to invest three hundred thousand (\$300,000.00)
3 dollars and Barket said yes. Barket reiterated that for tax reasons, the three hundred
4 thousand (\$300,000.00) dollar investment would have to be characterized as a loan
5 and would have to go through one of his business and be handled by one of his
6 partners.

7 H. I informed Barket that the loan/investment would have to be structured as a four (4)
8 year loan with an interest rate of ten (10%) percent. Shortly before Brown and I were
9 to execute the confession of judgment, secured promissory note and security
10 agreement for the loan, Barket informed me that he had one hundred thousand
11 (\$100,000.00) dollars available at that time, but would have the other two hundred
12 thousand (\$200,000.00) dollars shortly thereafter and would amend the note and
13 security agreement at that time.

14 I. Barket told me to get Brown and go to the Law Office of Cohen-Johnson, LLC, on
15 **December 20, 2016** to execute a secured promissory note and security agreement on
16 behalf of Boulevard for the **third loan** from one of his businesses and to receive a
17 check for one hundred thousand (\$100,000.00) dollars. Brown and I went to the law
18 office and executed a confession of judgment, secured promissory note and security
19 agreement for a loan from **Cancer Care**. Barket did not provide the additional two
20 hundred thousand (\$200,000.00) dollars. Later, Brown and I discovered that note for
21 the loan provided that it would need to be repaid within four months with an interest
22 rate of fifty (50%) percent rather than a four (4) year loan with an interest rate of ten
23 (10%) percent.

24 K. Beginning in or around October/November 2016, Barket approached me and
25 suggested that we open a new furniture store that would be completely separate and
26 independent from Furniture Fashions. I told Barket that we would need one million
27 (\$1,000,000.00) dollars to open a new furniture store. We continued to have
28 discussions regarding the furniture store until January 2017.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 FURTHER YOUR AFFIANT SAYETH NAUGHT.

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

27 Glenda Guo
28 NOTARY PUBLIC in and for said
COUNTY and STATE

SHAFIK HIRJI

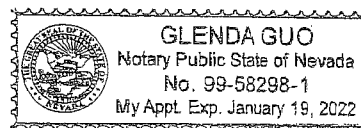


Exhibit “6”

Checks to Barket

11/24/16
79435

DEA BROWN ENTERPRISES
YASMIN BROWN SOLE PROP

3634
44-721724 NY
NYC47

DATE 11/7/16

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

Bank of America
ACH NY 123400754

FOR _____

#003634# 0122400724# 501018443268#

Seq: 18
Batch: 353201
Date: 11/10/16.

CASH CHECK
R/T 34080132
ACCOUNT
ENTLTY NYW 00 0006774 11# 00006
11/10/2016 12:08
TRAN 00020
\$6100016-11/10/16
SAT:353201 CC:3360006774
WT:01 LTPS:04114 PI
RC:Green Valley/Pebble RC NVS-106

05

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

1792
 94-721274 NV
 61001

DATE 11/07/2016

PAY TO THE ORDER OF Steven Barket \$ 10,000.00

Ten Thousand ⁰⁰/₁₀₀ DOLLARS ☐ ☒

Bank of America
 ACH NT 123456789

FOR [Signature]

⑈0000792⑈ ⑈122400724⑈ 501015012265⑈

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

Entity NMV CC 0006774 Tr 00008
 Account 501015012265
 R/TN 540080133
 Official Check Sale
 DRL *****

11/07/2016 17:09
 Entity NMV CC 0006774 Tr 00008
 Account 501015012265
 R/TN 540080133
 Official Check Sale
 DRL *****

⑈0000792⑈ ⑈122400724⑈ 501015012265⑈

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

04-75743212 1271

Date: 1/20/17

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

Sixty thousand + ⁰⁰/₁₀₀ Dollars

Wells Fargo Bank, N.A.
wellsfargo.com

1183901950

1981683811

SH 93

about:blank

SH 93
3/9/2017 SH302

0061 JA000973

9007408

Office AU #

11-24

1210(18)

Remitter: SHAFIK BROWN

Purchaser: SHAFIK BROWN

Purchaser Account: 2842216747

Operator I.D.: U487056

Funding Source: Paper (Item(s))

10000918

PAY TO THE ORDER OF

***REPRESENTY ***

CASHIER'S CHECK

SERIAL #: 0740603088

ACCOUNT#: 4881-511070

February 02, 2017

Five thousand dollars and no cents

\$5,000.00

Payee Address:

Memo:

WELLS FARGO BANK, N.A.

900 N GREEN VALLEY PKWY

HENDERSON, NV 89074

FOR INQUIRIES CALL (480) 394-3122

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

VOID IF OVER US \$ 5,000.00

NON-NEGOTIABLE

Purchaser Copy

FB004 M400 60273555

SH 94
SH303

0062 J4000974

3/9/2017

Wells Fargo

WELLS FARGO


Check Details

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

WELLS FARGO BANK
WARM SPRINGS & RAINBOW 7255 S RAINBOW BLVD LAS VEGAS, NV 89118
DATE 2/2/17 5006 04-707473212

PAY TO THE ORDER OF Ken S. Smith 150,000.00
One hundred fifty thousand and 00/100 DOLLARS

SUNSET FURNITURE, INC.
1631 W SUNSET RD
HENDERSON NV 89014-3811




1185444814

THIS IS A SECURITY FEATURE. IF YOU ARE NOT THE ACCOUNT HOLDER, DO NOT SIGN OR ENDORSE THIS CHECK. IF YOU ARE THE ACCOUNT HOLDER, SIGN OR ENDORSE THIS CHECK IN THE PRESENCE OF A WITNESS. IF YOU ARE THE ACCOUNT HOLDER, SIGN OR ENDORSE THIS CHECK IN THE PRESENCE OF A WITNESS. IF YOU ARE THE ACCOUNT HOLDER, SIGN OR ENDORSE THIS CHECK IN THE PRESENCE OF A WITNESS.

*Note

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

 Equal Housing Lender

<https://connect.secure.wellsfargo.com/accounts/star/SAMLart=AAQCFcoBQCR14WDgSxaU4QNGCHpGcoS1GglakmcF%2F9PbBzWpVE2mWtP4%3D#state=SH951/1SH304>

0063 JA000975

3/9/2017

Wells Fargo

WELLS FARGO

Check Details

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

WELLS FARGO BANK		5040
WARM SPRINGS & RAINBOW 7255 S RAINBOW BLVD LAS VEGAS, NV 89118		04-707-43212
DATE <u>2/24/17</u>		
PAY TO THE ORDER OF <u>Steve Barker</u>	\$ <u>4000.00</u>	
<u>Four Thousand & 00/100</u>		DOLLARS
SUNSET FURNITURE, INC 1451 W SUNSET RD HENDERSON NV 89014-6011		

<p>1184359351</p>	<p>1184359351</p>
-------------------	-------------------

*Note

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

Equal Housing Lender

<https://connect.secure.wellsfargo.com/accounts/start?SAMLart=AAQCFeoBQCR14WDgSzaU4QNGCHpGooS13g1akmcP%2F9PbBxWpVE2mWkP4%3D#state=...>

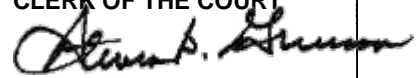
SH 96 1/1
SH305

0064 JA000976

EXHIBIT 5

EXHIBIT 5

Defendants' Motion to Vacate Confession of
Judgment



MOT
LAW OFFICE OF DANIEL MARKS
DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
TELETHA L. ZUPAN, ESQ.
Nevada State Bar No. 012660
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536; Fax (702) 386-6812
Email: office@danielmarks.net
*Attorney for Defendants, Boulevard
Furniture Inc., et al.*

DISTRICT COURT

CLARK COUNTY, NEVADA

MICHAEL AHDERS, an individual,

Plaintiff,

Case No.: A-18-770121-C
Dept. No.: XXX

vs.

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

Date of Hearing:
Time of Hearing:

Defendants.

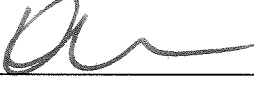
**DEFENDANTS' MOTION TO VACATE THE CONFESSION OF JUDGMENT PURSUANT TO
NRS 17.090 THROUGH NRS 17.110; TO TAKE JUDICIAL NOTICE OF RELATED ACTIONS;
ALTERNATIVE MOTION FOR STAY OF EXECUTION PURSUANT TO NRCP 62; AND/OR
MOTION TO CONSOLIDATE WITH CASE NO. A-17-756274-C PURSUANT TO NRCP 42.**

COMES NOW the Defendants, Boulevard Furniture, Inc.; Shafik Hirji; and Shafik Brown by and
through their counsel, Daniel Marks, Esq., and Teletha L. Zupan, Esq., of the Law Office of Daniel
Marks, and hereby moves this Court to vacate the Confession of Judgment Entered on February 27, 2018
pursuant to NRS 17.090 through NRS 17.110; to Take Judicial Notice of Related Actions; Alternative
Motion for Stay of Execution pursuant to NRCP 62; and/or Motion to Consolidate with Case No. A-17-

756274-C pursuant to NRCP 42. The grounds for Defendants' motion is set forth in the following
Memorandum of Points and Authorities.

DATED this 4 day of March, 2018.

LAW OFFICE OF DANIEL MARKS


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

NOTICE OF MOTION

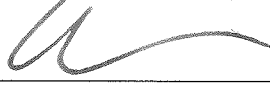
TO: MICHAEL AHDERS, Plaintiff; and

TO: MICHAEL D. MAZUR, ESQ., Counsel for Plaintiff.

PLEASE TAKE NOTICE that the undersigned counsel will bring the above and foregoing
Motion on for hearing on the 5 day of April, 2018, at the hour of 9:00am
o'clock a.m.

DATED this 4 day of March, 2018.

LAW OFFICE OF DANIEL MARKS


DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
TELETHA ZUPAN, ESQ.
Nevada State Bar No. 12660
610 South Ninth Street
Las Vegas, Nevada 89101
Attorneys for Defendants

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **I. FACTUAL BACKGROUND**

3 Shafik Hirji (hereafter "Hirji") is from Tanzania, which is in East Africa. Hirji was thirteen years
4 old when he moved to the United States in 1971. He struggled in school because English was his second
5 language. He ultimately dropped out of High School in New York at the beginning of his junior year. In
6 2002, Hirji moved to Nevada. (See Affidavit of Shafik Hirji attached hereto as Exhibit "1").

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

11 They met often on a casual basis to discuss their business operations over coffee or lunch.
12 Barket told Hirji he owned and/or operated various lucrative business ventures. Barket told Hirji he was
13 most passionate about his internet marketing business. In or around September/October 2016, Barket told
14 Hirji that he finished a job for Sheldon Adelson, the owner of the Venetian Hotel & Casino, and was paid
15 two hundred fifty thousand (\$250,000.00) dollars; and worked with many other reputable businessmen on
16 Wall Street, Washington D.C., and Florida. Barket claimed that he received stock, which is now worth
17 millions of dollars and wanted to make investments with it. Around September 2016, Barket told Hirji
18 that he had a net worth of approximately eighteen million (\$18,000,000.00) dollars. (See Affidavit of
19 Shafik Hirji attached hereto as Exhibit "1").

20 During their casual meetings, Hirji discussed his experiences operating various businesses Brown
21 owned. Hirji discussed Boulevard Furniture Inc. (hereafter "Boulevard"), which did business as Furniture
22 Fashions. Furniture Fashions was a chain of furniture stores with two locations in Las Vegas, which
23 Brown owned and Hirji operated. (See Affidavit of Shafik Hirji attached hereto as Exhibit "1").

24 In October 2016, Barket asked Hirji if he could use extra money, explaining that he had money he
25 wanted to invest with Furniture Fashions. Hirji believed they could use the extra money. (See Affidavit of
26 Shafik Hirji attached hereto as Exhibit "1").

27 ///

28 ///

1 Hirji trusted Barket based on their friendship and Barket's representations that he owned and/or
2 operated various lucrative business ventures. Between November 7, 2016 and January 20, 2017 Barket
3 coordinated with Hirji to make a series of "investments" with Furniture Fashions, and other entities
4 owned by Brown. (See Affidavit of Shafik Hirji attached hereto as Exhibit "1").

5 There is currently ongoing litigation between Barket, Hirji, Brown, Navneet Sharda (hereafter
6 "Sharda"), and Furniture Boutique, LLC, in the Eighth Judicial Court, Case No. A-17-756274-C, before
7 the honorable Judge Bailus in Department XVIII regarding the series of "investments"/loans that Barket
8 orchestrated. Sharda is represented by Mr. Naddafi and the co-Defendants are represented by the
9 undersigned counsel. The Defendants' Answer and Counterclaim specifically references and asserts
10 counterclaims relating to the \$100,000 loan/investment from Michael Ahders, but misspelled his last
11 name as Anders. (See Answer to Amended Verified Complaint attached hereto as Exhibit "2" at p. 2 at ¶
12 23; p. 10 at ¶ 65; p. 12 at ¶ 83C; p. 14 at ¶¶ 97 and 102; and p. 15 at ¶ 106).

13 There are also other related actions that were filed in other departments regarding these loans. On
14 November 1, 2017, a Confession of Judgment was entered on behalf of Cancer Care Foundation Inc.
15 (hereafter "Cancer Care") and Brooklyn Asset Management, LLC (hereafter "BAM"), *assignee*, in Case
16 No. A-17-763985-C in Department XXX before Judge Williams. That Confession of Judgment was
17 derived from two of the "investments"/loans that Barket orchestrated, which are in issue in Case No. A-
18 17-756274-C. (See Cancer Care's Notice of Entry of Order for Confession of Judgment attached hereto as
19 Exhibit "3"). Judge Williams set aside the Confession of Judgment finding that it was void because
20 Cancer Care attempted to circumvent the issues and subject matter pertaining to the investments/loans in
21 dispute in case A-17-756274-C to deprive the Defendants of adjudication of their rights and potential
22 liabilities. (See February 5, 2018 Minute Order attached hereto as Exhibit "4").

23 Trata, Inc. (hereafter "Trata"), and BAM, *assignee*, filed another Confession of Judgment on
24 November 1, 2017 in Case No. A-17-763995-C in Department VI before Judge Cadish, for two additional
25 "investments"/loans that were orchestrated by Barket and are in issue in Case No. A-17-756274-C. (See
26 Trata's Confession of Judgment attached hereto as Exhibit "5"). There is currently an ongoing
27 evidentiary hearing, which began on February 15, 2018 regarding that Confession of Judgment.

28 ////

1 Between November 7, 2016 and January 20, 2017, Barket coordinated the following series of
2 “investments”. In September 2016, Barket told Hirji he wanted to invest two hundred thousand
3 (\$200,000.00) dollars, which would need to be structured as a loan from one of his businesses through his
4 partner for tax purposes. Barket told Hirji that for tax reasons the loan repayment would need to be
5 structured with an interest rate of fifty (50%) percent for twelve (12) months. Hirji agreed. Barket told
6 Hirji to get Brown and go to the Law Office of Cohen-Johnson, LLC, on **November 7, 2016**, to execute a
7 secured promissory note and security agreement on behalf of Boulevard for a **loan** from one of his
8 businesses and to receive a check for two hundred thousand (\$200,000.00) dollars. Brown and Hirji went
9 to the law office and executed a confession of judgment, secured promissory note and security agreement
10 for a loan from **Cancer Care**. (See Affidavit of Shafik Hirji attached hereto as Exhibit “1” and Cancer
11 Care’s first confession of judgment, secured promissory note and security agreement attached hereto as
12 Exhibit “6”).

13 In November 2016, shortly after the first loan, Barket approached Hirji and said he had another
14 one hundred thousand (\$100,000.00) dollars he wanted to invest with Furniture Fashions. Barket
15 reiterated that the second investment would need to be structured as a loan from one of his businesses
16 through his partner for tax purposes. Barket told Hirji that for tax reasons the loan repayment for the
17 second loan would need to be structured with an interest rate of forty-eight (48%) percent for twelve (12)
18 months. Hirji agreed. Barket told Hirji to get Brown and go to the Law Office of Cohen-Johnson, LLC,
19 on **November 21, 2016**, to execute a secured promissory note and security agreement on behalf of
20 Boulevard for the **second loan** from one of his businesses and to receive a check for one hundred
21 thousand (\$100,000.00) dollars. Brown and Hirji went to the law office and executed a confession of
22 judgment, secured promissory note and security agreement for a loan from the Plaintiff, **Michael Ahders**.
23 (See Affidavit of Shafik Hirji attached hereto as Exhibit “1” and Notice of Entry of Confession of
24 Judgment for Ahders with confession of judgment, secured promissory note and security agreement
25 attached hereto as Exhibit “7”).

26 In December 2016, Barket informed Hirji that he wanted to make another “investment”/ loan.
27 Hirji asked Barket if he wanted to invest three hundred thousand (\$300,000.00) dollars and Barket said
28 yes. Barket reiterated that for tax reasons, the three hundred thousand (\$300,000.00) dollar investment

1 would have to be characterized as a loan and would have to go through one of his businesses and be
2 handled by one of his partners. Hirji informed Barket that the loan/investment would have to be
3 structured as a four (4) year loan with an interest rate of ten (10%) percent. Shortly before Brown and
4 Hirji were to execute the confession of judgment, secured promissory note and security agreement for the
5 loan, Barket informed Hirji that he had one hundred thousand (\$100,000.00) dollars available at that time,
6 but would have the other two hundred thousand (\$200,000.00) dollars shortly thereafter and would amend
7 the note and security agreement at that time.

8 Barket told Hirji to get Brown and go to the Law Office of Cohen-Johnson, LLC, on **December**
9 **20, 2016** to execute a secured promissory note and security agreement on behalf of Boulevard for the
10 **third loan** from one of his businesses and to receive a check for one hundred thousand (\$100,000.00)
11 dollars. Brown and Hirji went to the law office and executed a confession of judgment, secured
12 promissory note and security agreement for a loan from **Cancer Care**. Barket did not provide the
13 additional two hundred thousand (\$200,000.00) dollars. (See Affidavit of Shafik Hirji attached hereto as
14 Exhibit "1" and Cancer Care's second confession of judgment, secured promissory note and security
15 agreement attached hereto as Exhibit "8").

16 Beginning in or around October/November 2016, Barket approached Hirji and suggested that they
17 open a new furniture store with Brown that would be completely separate and independent from Furniture
18 Fashions. Hirji told Barket that they would need one million (\$1,000,000.00) dollars to open a new
19 furniture store. They continued to have discussions regarding the furniture store until January 2017.

20 During that time, Barket reiterated that for tax reasons, the million dollar deal would need to be
21 structured as a loan through one of his businesses and would be handled by one of his partners. Barket
22 told Hirji that for tax reasons the one million (\$1,000,000.00) dollar loan repayment for the fourth loan
23 would need to be structured with an interest rate of fifty (48%) percent for the first five payments, and
24 then be refinanced by another one of his businesses to reduce the interest rate to ten (10%) percent for the
25 remaining 43 months of the loan. I agreed.

26 Barket told Hirji to get Brown and go to the Law Office of Cohen-Johnson, LLC, on **January 20,**
27 **2016**, to execute a secured promissory note and security agreement on behalf of Boulevard for the **fourth**
28 **loan** from one of his businesses and to receive a check for one million (\$1,000,000.00) dollars. Brown

1 and Hirji went to the law office and executed a confession of judgment, secured promissory note and
2 security agreement for a loan from **Trata**. (See Affidavit of Shafik Hirji attached hereto as Exhibit "1"
3 and Trata's first confession of judgment, secured promissory note and security agreement attached hereto
4 as Exhibit "9").

5 Between November 7, 2016 and March 4, 2017, Barket demanded and received a total of
6 approximately three hundred seventy five thousand (\$375,000.00) dollars from Hirji. Barket claimed he
7 would return the money within a few weeks, but did not return any of the money. Instead, Barket
8 demanded that Hirji pay him additional money. Hirji refused. (See Affidavit of Shafik Hirji attached
9 hereto as Exhibit "1" and Checks to Barket attached hereto as Exhibit "10").

10 Barket got angry and threatened to harm Hirji physically and/or to harm Brown and Hirji's family
11 financially, if they did not give him more money. Barket also threatened to do a website posting negative
12 things about Hirji and his family, if Hirji refused to give Barket more money. (See Affidavit of Shafik
13 Hirji attached hereto as Exhibit "1").

14 On or about March 5, 2017, Hirji contacted Sharda to inform him that Barket demanded and
15 received approximately three hundred seventy five thousand (\$375,000.00) dollars. Hirji informed Sharda
16 that Barket demanded more money, which they did not have. (See Affidavit of Shafik Hirji attached
17 hereto as Exhibit "1").

18 Sharda informed Hirji of Barket's misrepresentations. Specifically, Barket did not loan any money
19 to them; Barket was not an agent of Cancer Care or Trata; Barket did not have an interest in Cancer Care
20 or Trata; and Barket did not have the power to bind Cancer Care or Trata. Sharda informed Hirji further
21 that Barket did not apply any of the money he received toward the outstanding loans for Cancer Care or
22 Trata. (See Affidavit of Shafik Hirji attached hereto as Exhibit "1").

23 Sharda informed Hirji that he was an agent of Cancer Care and Trata, had the power to bind the
24 businesses, and that Cancer Care and Trata loaned Hirji and Brown the all of the money. Hirji stopped
25 communicating with Barket. (See Affidavit of Shafik Hirji attached hereto as Exhibit "1").

26 On **March 18, 2017**, Sharda agreed to loan Brown and Hirji an additional two hundred thousand
27 (\$200,000) dollars to open the store and to suspend the repayment obligations on all loans as long as Hirji
28 and Brown agreed to make Sharda a 50% owner/partner in the new furniture store. Hirji and Brown

1 agreed. Sharda drafted a confession of judgment, secured promissory note, and option agreement on
2 behalf of Boulevard for the **fifth loan** from **Trata** for two hundred thousand (\$200,000.00) dollars. (See
3 Affidavit of Shafik Hirji attached hereto as Exhibit "1" and Trata's second confession of judgment,
4 secured promissory note and option agreement attached hereto as Exhibit "11").

5 Sharda suspended the repayment terms for all four loans until the store opened, became profitable
6 enough to make the payments, and they reached an agreement for a new repayment schedule for all four
7 loans. The loans from Trata were made for the purpose of opening a new furniture store. (See Affidavit of
8 Shafik Hirji attached hereto as Exhibit "1").

9 On April 6, 2017, Barket obtained a judgment against Sharda by way of assignment in Case No.
10 A-15-712697-C. (See Acknowledgment of Assignment of Judgment filed April 6, 2017 attached hereto
11 as Exhibit "12"). Barket began executing on the Judgment against Sharda in approximately July 2017.
12 There was subsequent motion practice in that action. Barket was represented by Mr. Mazur and Sharda
13 was represented by Mr. Naddafi. The Defendants did not learn these facts until February 2018.

14 Around August 15, 2017, Sharda began to pressure Hirji to execute a formal contract for the
15 repayment schedule for all four loans. Sharda frequently told Hirji he was stressed out and under a lot of
16 pressure from his family about these loans. Sharda said he was having a lot of conflict with his family
17 because of these loans. (See Affidavit of Shafik Hirji attached hereto as Exhibit "1").

18 On August 29, 2017, Sharda sent Hirji an email advising Hirji that "the attorney" directed him to
19 send Hirji a Notice of Default and a proposed Change in Terms Agreement (hereafter "the Agreement"),
20 (See August 29, 2017 Email with attachments attached hereto as Exhibit "13"). Sharda courtesy copied
21 the email to his attorney, Bryan Naddafi. The terms of the Agreement provided that it was between
22 Cancer Care, Hirji, Brown, Boulevard, and multiple other unrelated parties and companies, which
23 includes Sunset Furniture, Inc.; Furniture Boutique, LLC; Gizmo Empowered Inc.; S550 Investments,
24 Inc.; Genesis Investments, Inc.; Hatari Restaurant & Sports Bar, LLC; Fusion Restaurant, Inc.; and Hirji's
25 daughter, Yasmin Brown. Sharda and Hirji had several conversations over the next two days. Sharda
26 reiterated that he was having a lot of stress and conflict with his family because of the four loans he made
27 to Hirji and Brown. Sharda told Hirji that Hirji could resolve the conflict between Sharda and his family
28 by simply signing Change in Terms Agreements (hereafter "the Agreements") for Trata and Cancer Care.

1 On September 1, 2017. Sharda called Hirji and demanded for Hirji to appear at Bryan Naddafi's
2 office that morning with Brown and his daughter, Yasmine Brown, to execute the Agreements. Hirji,
3 Brown and Yasmine went to Mr. Naddafi's office later that morning and executed the Agreements. Mr.
4 Naddafi did not notify Hirji and Brown's counsel of the Agreements or advise Hirji and Brown to consult
5 with their counsel before executing such agreements, even though the loans are the subject of the ongoing
6 litigation in Case No. A-17-756274-C. (See Affidavit of Shafik Hirji attached hereto as Exhibit "1").

7 Pursuant to the terms of the Agreements, Hirji and Brown were required to make three initial
8 payments of \$25,000.00 on September 25, 2017; October 25, 2017; and November 25, 2017. (See Exhibit
9 "3" at 6 and Exhibit "5" at 3).

10 Hirji and Brown made the first payment to Sharda on September 25, 2017. (See Affidavit of
11 Shafik Hirji attached hereto as Exhibit "1"). On October 13, 2017, Sharda assigned all four loans to
12 Brooklyn Asset Management, LLC (hereafter "BAM"). (See Acknowledgment of Assignment of
13 Judgment attached hereto as Exhibit "14"). Sharda did not notify Hirji of the assignment at that time.

14 On October 25, 2017, Hirji contacted Sharda to make the second payment, but Sharda refused to
15 accept the payment and advised Hirji that all four loans were assigned to a hedge fund in New York. Hirji
16 asked for the contact information for the company that the loans were assigned to. Sharda told Hirji that
17 he would receive correspondence regarding the assignments shortly thereafter. (See Affidavit of Shafik
18 Hirji attached hereto as Exhibit "1").

19 On or about October 28, 2017, Hirji and Brown received letters from BAM and Trata dated
20 October 17, 2017, advising them that the loans from Trata and Cancer were assigned BAM. (See
21 Affidavit of Shafik Hirji attached hereto as Exhibit "1" and October 17, 2017 Correspondence attached
22 hereto as Exhibit "15").

23 Hirji called BAM multiple times to get account numbers for the Cancer Care and Trata payments
24 and to confirm the mailing address for the payments. On October 30, 2017, he finally reached a
25 representative named Kim, who told him she had not heard of BAM, did not have any account numbers,
26 and told him not to send payments to the address listed on the correspondence because they would not
27 accept payments at that address. She said she would get back to Mr. Hirji with the requested information,
28 but failed to do so. (See October 30, 2017 correspondence attached hereto as Exhibit "16").

1 Shortly thereafter, Mr. Hirji received a call from Kay Sorrels, who identified herself as an agent of
2 BAM. Ms. Sorrels said she would stop by the furniture store at 3500 S. Maryland Pkwy., Ste 171 on
3 November 1, 2017 to pickup the payments. On November 1, 2017, Ms. Sorrels did not go to the furniture
4 store.

5 On November 2, 2017, Mr. Hirji mailed the payments to the BAM's address on the
6 correspondence. Mr. Hirji also called Ms. Sorrels to see why she did not go to the store to pick up the
7 payments on November 1, 2017. Ms. Sorrels advised Mr. Hirji that the matter had been assigned to
8 Michael Mazur and told Mr. Hirji he could contact Mr. Mazur. (See November 2, 2017 correspondence
9 attached hereto as Exhibit "17"). Mr. Hirji contacted Mr. Mazur's office and was informed that the
10 Confessions of Judgment had been filed. Mr. Hirji told Brown to stop payment on the checks. (See
11 Affidavit of Shafik Hirji attached hereto as Exhibit "1").

12 Even though neither Confession of Judgment was reduced to Judgment by the Clerk of the Court,
13 on or about November 22, 2017 and November 27, 2017, Trata and Cancer Care executed on the
14 Defendants' bank accounts and issued writs of garnishments directed to the various business entities and
15 Defendants. In the morning on December 22, 2017, the Laughlin Constable, Steven Barket, and Michael
16 Mazur appeared at Mr. Hirji's residence and executed on a Writ of Execution and seize various items,
17 including vehicles, electronics, and various other personal property. Mr. Barket videotaped while the
18 Constable executed on the writ. Mr. Barket laughed as he told Mr. Hirji that he owns Brooklyn Asset
19 Management, LLC. (See photos taken during December 22, 2017 execution with publication from Steve
20 Barket on his website shafikhirji.com attached hereto as Exhibit "18").

21 In February 2018, Mr. Hirji learned that the Judgment against Sharda in A-15-712697-C was
22 assigned to Barket on April 6, 2017. Michael Mazur represented Barket in that matter. Sharda was
23 represented by Mr. Naddafi. Mr. Mazur also represents Sharda, Cancer Care, Trata, and BAM, in
24 connection with the Confessions of Judgment that were filed in Case No. A-17-763985-C, Case No. A-
25 17-763995-C. Mr. Hirji also learned that BAM was domestic Nevada limited liability company and that
26 the November payments to BAM were mailed back to Las Vegas to Mr. Mazur's office for deposit. (See
27 Certified Records from Nevada Secretary of State for Brooklyn Asset Management, LLC attached hereto
28 as Exhibit "19" and Account Transaction Details with Checks attached hereto as Exhibit "20"). In light

1 of the fact that the assignment required payments to be made to New York only to be mailed back to
2 Nevada for deposit, the assignment was clearly a sham that was designed to cause a default. Even if the
3 Defendants had not stopped payment on the checks, they most likely would have been applied solely to
4 Cancer Care to cause a default on Trata.

5 The Defendants made payments to Mr. Ahders from January 5, 2017 through December 2017.
6 The Defendants did not receive a written notice of default from Mr. Ahders. They were not provided an
7 opportunity to cure. The Plaintiff did not offer to amend the terms, extend the repayment terms, and/or to
8 reduce the principal amount due based on the \$375,000 that Barket demanded and received. (See
9 Affidavit of Shafik Hirji attached hereto as Exhibit "1"). Mr. Ahders' Confession of Judgment does not
10 provide a specific sum that is due or account for the principal and interest installment payments that were
11 made from January 5, 2017 through December 2017. Mr. Mazur represents Michael Ahders in connection
12 with the Confessions of Judgment that was entered in this matter on February 27, 2018. Based on
13 previous experiences in the Trata and Cancer Care matters, the Defendants believe that Mr. Ahders'
14 counsel will commence execution proceedings without waiting for a Judgment to be entered by the Clerk
15 of the Court and respectfully request immediate relief.

16 II. LEGAL ARGUMENT

17 A. THIS COURT SHOULD VACATE THE JUDGMENT BECAUSE IT IS 18 UNENFORCEABLE PURSUANT TO NRS 17.090 THROUGH NRS 17.110

19 In Nevada and as a matter of law, confessions of judgment are disfavored and viewed
20 circumspectly. See *Coast to Coast Demolition and Crushing, Inc. v. Realty Equity Pursuit, LLC*, 126
21 Nev. 97, 104, 226 P.3d 605, 609 (2010)(citing 46 Am.Jur.2d *Judgments* § 206 (2006)). NRS 17.090
22 through NRS 17.110 provides the procedure for confessions of judgment. NRS 17.090 through NRS
23 17.110 imposes requirements that must be met for a judgment by confession to be entered without further
24 action.
25

26 ////

27 ////

1 NRS 17.090 states:

2 Judgment by confession for debt due or contingent liability. Except as otherwise provided
3 by law, **a judgment by confession may be entered without action**, either **for money due**
4 or to become due or to secure any person against contingent liability on behalf of the
defendant, or both, in the manner prescribed by this section and NRS 17.100 and 17.110.

5 NRS 17.100 provides:

6 Written statement made by defendant; form. A statement in writing shall be made, signed
7 by the defendant and verified by his or her oath, to the following effect:

- 8 1. **It shall authorize the entry of judgment for a specified sum.**
- 9 2. **If it be money due, or to become due, it shall state concisely the facts out of**
10 **which it arose, and shall show that the sum confessed therefor is justly due, or**
11 **to become due.**
- 12 3. If it be for the purpose of securing the plaintiff against a contingent liability, it shall
13 state concisely the facts constituting the liability, and shall show that the sum
confessed therefor does not exceed the same.

14 NRS 17.110 states:

15 Filing of statement; endorsement by clerk; entry of judgment; judgment roll; costs. The
16 statement must be filed with the clerk of the court in which the judgment is to be entered.
17 **The clerk shall endorse upon it and enter in the judgment book a judgment of the**
18 **court for the amount confessed, with \$28 costs.** The judgment and affidavit, with the
judgment endorsed, thereupon become the judgment roll.

19 This Confession of Judgment is not enforceable because it does not authorize the entry of
20 judgment for a specific sum. It does not show the specific sum that is due or account for the monthly
21 principal and interest installment payments that Defendants made from January 5, 2017 through
22 December 2017. There is no loan amortization schedule. (See Exhibit "7"). Therefore, the Confession of
23 Judgment should be vacated and set aside pursuant to NRS 17.100 and NRS 17.110 because it does not
24 authorize the entry of judgment for a specified sum.

26 In addition, the express terms of the Confession of Judgment provide on page 2 in paragraph 4,
27 "Plaintiff shall provide written notice of said default to the Defendants. The Defendant shall have five (5)
28 calendar days to cure said default. If the default is not cured in full the Plaintiff may file and record this

1 Confession of Judgment and take all steps to protect the rights of the Plaintiff hereunder.” Mr. Ahders did
2 not provide the required written notice to the Defendants or an opportunity to cure. (See Exhibit “7”).
3 Therefore, Mr. Ahders violated the express terms of the Confession of Judgment by failing to give the
4 Defendants the required notice and opportunity to cure and it should be vacated and set aside.

5 B. **THIS COURT SHOULD TAKE JUDICIAL NOTICE OF THE RELATED**
6 **ACTIONS PURSUANT TO NRS 47.130**

7 This Court should take judicial notice of facts in issue, which are referenced in other related cases
8 in the Eighth Judicial District Court. First, There is currently ongoing litigation between Barket, Hirji,
9 Brown, Navneet Sharda (hereafter “Sharda”), and Furniture Boutique, LLC, in the Eighth Judicial Court,
10 Case No. A-17-756274-C, before the honorable Judge Bailus in Department XVIII regarding the series
11 of “investments”/loans between Barket, Sharda, Hirji, and/or Brown. The Defendants’ Answer and
12 Counterclaim specifically reference and asserts counterclaims relating to the \$100,000 loan/investment
13 from Michael Ahders, but misspelled his last name as Anders. (See Exhibit “2” at p. 2 at ¶ 23; p. 10 at ¶
14 65; p. 12 at ¶ 83C; p. 14 at ¶¶ 97 and 102; and p. 15 at ¶ 106).

15 There are also other related actions that were filed. A Judgment was entered against Sharda in A-
16 15-712697-C, which was assigned to Barket on April 6, 2017. (See Exhibit “12”). Michael Mazur
17 represented Barket in that matter. In November 2017, Mr. Mazur was retained to represents Sharda,
18 Cancer Care, Trata, and BAM, *assignee*, in connection with the Confessions of Judgment that were filed
19 in Case No. A-17-763985-C, Case No. A-17-763995-C. (See Exhibits “3”, “5”, “14”, and “20”).

20 On November 1, 2017, a Confession of Judgment was entered on behalf of Cancer Care in Case
21 No. A-17-763985-C in Department XXX before Judge Williams. (See Exhibit “3”). While Mr. Mazur
22 claimed that the Confession of Judgment was assigned to BAM, no assignment was filed and the
23 Confession of Judgment was in the name of Cancer Care. That Confession of Judgment was derived from
24 two of the “investments”/loans that Barket orchestrated, which are in issue in Case No. A-17-756274-C.
25 Judge Williams set aside the Confession of Judgment finding that it was void because Cancer Care
26 attempted to circumvent the issues and subject matter pertaining to the investments/loans in dispute in
27 case A-17-756274-C to deprive the Defendants of adjudication of their rights and potential liabilities.
28 (See February 5, 2018 Minute Order attached hereto as Exhibit “3”).

1 Trata, Inc., filed another Confession of Judgment on November 1, 2017 in Case No. A-17-
2 763995-C in Department VI before Judge Cadish, for two additional “investments”/ loans that were
3 orchestrated by Barket and are in issue in Case No. A-17-756274-C. (See Exhibit “5”). While Mr. Mazur
4 claimed that the Confession of Judgment was assigned to BAM, no assignment was filed until February
5 16, 2018. (See Exhibit “14”). However, the Confession of Judgment was filed in the name of Trata. (See
6 Exhibit “5”). There is currently an ongoing evidentiary hearing, which began on February 15, 2018
7 regarding that Confession of Judgment.

8 Mr. Mazur is representing Mr. Ahders in connection with the Confessions of Judgment that was
9 entered in this matter on February 27, 2018. (See Exhibit “7”). This “investment”/ loan was part of the
10 series, which were orchestrated by Barket and are in issue in Case No. A-17-756274-C. Further,
11 Defendants believe that the Plaintiff previously relinquished any and all rights he had with respect to the
12 Confession of Judgment by assigning such rights to Barket, Sharda, and/or their assigns even though no
13 formal assignment has been filed.

14 **C. THIS COURT SHOULD STAY EXECUTION PURSUANT TO NRCP 62**

15 This Court has discretion pursuant to NRCP 62(b) to stay execution of any proceedings to enforce
16 a judgment pending a motion for relief from judgment. Alternatively, this Court should issue a stay of any
17 and all actions directed at executing on this Confession of Judgment based on the facts of this case and
18 the related actions.
19

20 **D. THIS CASE SHOULD BE CONSOLIDATED WITH CASE NO. A-17-756274-C**

21 This case falls under NRCP 42(a):

22 (a) Consolidation. When actions involving a common question of law or fact are pending
23 before the court, it may order a joint hearing or trial of any or all the matters in issue in the
24 actions; it may order all the actions consolidated; and it may make such orders concerning
25 proceedings therein as may tend to avoid unnecessary costs or delay.

26 (b) Separate Trial. The Court, in furtherance of convenience or to avoid prejudice, or when
27 separate trials will be conducive to expedition and economy, may order a separate trial of any
28 claim, cross-claim, counterclaim, or third-party claim, or of any separate issue or of any
number of claims, cross-claims, counterclaims, third-party claims, or issues, always
preserving inviolate the right of trial by jury.

1 This case should be consolidated with the initial case pending before Judge Bailus in Case No. A-
2 17-756274-C. Common questions of law and fact exist in both cases. Failure to consolidate the cases
3 will result in the need for double discovery to take place, duplicative litigation, the waste of judicial
4 resources, unnecessary additional attorneys' fees being expended by Defendants, potential inconsistent
5 rulings and/or judgments, and provides the potential for a double recovery. Especially, if Mr. Ahders is
6 permitted to recover in this action and the \$375,000 Barket received may be apportioned among all of the
7 loans or applied solely to the smaller loans for equitable reasons. Due to the fact that common questions
8 of law and fact exist in both cases they should be consolidated under NRCP 42(a).
9

10
11 **III. CONCLUSION**

12 Based upon the foregoing, this Court should vacate and set aside the Confession of Judgment that
13 was entered on February 27, 2018 pursuant to NRS 17.090 through NRS 17.110. In addition, this Court
14 should take judicial notice of the related actions and consolidate this case with Case No. A-17-756274-C
15 pursuant to NRCP 42. Alternatively this Court should issue a Stay of Execution pursuant to NRCP 62(b)
16 to preclude the Plaintiff from taking any action(s) to execute on this Confession of Judgment.
17

18 DATED this 7 day of March, 2018.

19 LAW OFFICE OF DANIEL MARKS

20 
21 DANIEL MARKS, ESQ.

22 Nevada State Bar No. 002003

23 TELETHA ZUPAN, ESQ.

24 Nevada State Bar No. 012660

25 610 South Ninth Street

26 Las Vegas, Nevada 89101

27 Attorneys for Defendants
28

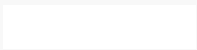
EXHIBIT 6

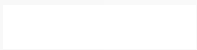
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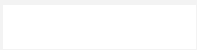
Defendants' Emergency Motion to Vacate
Confession of Judgment

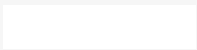
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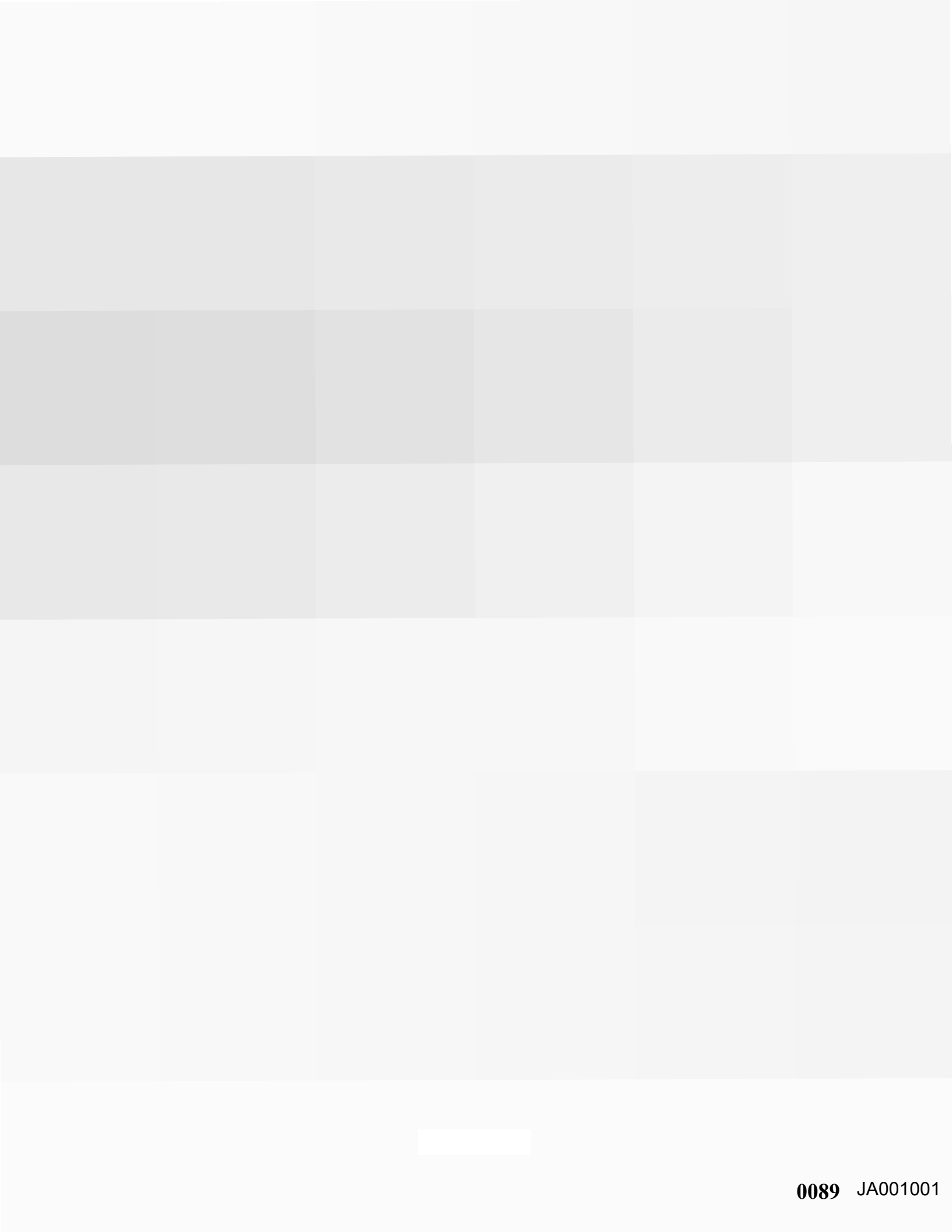
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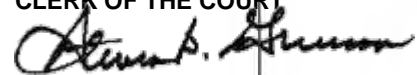












APPX
LAW OFFICE OF DANIEL MARKS
DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
TELETHA L. ZUPAN, ESQ.
Nevada State Bar No. 012660
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536; Fax (702) 386-6812
Email: office@danielmarks.net
*Attorney for Defendants, Boulevard
Furniture Inc., et al.*

DISTRICT COURT
CLARK COUNTY, NEVADA

MICHAEL AHDERS, an individual,
Plaintiff,
vs.

Case No.: A-19-806944-C
Dept. No.: I

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

Hearing Requested

Date of Hearing:
Time of Hearing:

DEFENDANTS' APPENDIX FOR EMERGENCY MOTION

COMES NOW the Defendants, Boulevard Furniture, Inc.; Shafik Hirji; and Shafik Brown by and through their counsel, Daniel Marks, Esq., and Teletha L. Zupan, Esq., of the Law Office of Daniel Marks, and submit their Appendix for their Emergency Motion as follows:

TABLE OF CONTENTS

EXHIBIT

TITLE/DESCRIPTION OF DOCUMENT

- | | |
|----|--|
| 1. | Ahders' Notice of Entry of Order for Confession of Judgment; |
| 2. | Cancer Care's Notice of Entry of Order for Confession of Judgment; |
| 3. | Trata's Notice of Entry of Order for Confession of Judgment; |
| 4. | Checks; |
| 5. | Writ of Execution for Shafik Hirji; |
| 6. | Writ of Execution for Shafik Brown; |

- 1 7. Writ of Execution for Boulevard Furniture Inc.;
- 2 8. Email stream;
- 3 9. Affidavit of Teletha Zupan, Esq.;
- 4 10. Register of Actions for Case No. A-18-770121-C; and
- 5 11. Register of Actions for Case No. A-17-756274-C.

6 DATED this 14 day of January, 2020.

7 LAW OFFICE OF DANIEL MARKS

8 
9 DANIEL MARKS, ESQ.

10 Nevada State Bar No. 002003

11 TELETHA ZUPAN, ESQ.

12 Nevada State Bar No. 012660

13 610 South Ninth Street

14 Las Vegas, Nevada 89101

15 Attorneys for Defendants

16 **CERTIFICATE OF SERVICE**

17 I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the

18 14th day of January, 2020, pursuant to NRCP 5(b) and Administrative Order 14-2, I

19 electronically transmitted a true and correct copy of the above and foregoing **DEFENDANTS'**

20 **APPENDIX FOR EMERGENCY MOTION**, by way of Notice of Electronic Filing provided

21 by the court mandated E-file to the following address:

22 Charles Barnabi, Esq.,

23 375 E. Warm Springs Road, Ste. 104

24 Las Vegas, Nevada 89119

25 Attorney for Plaintiff,

26 Michael Ahders

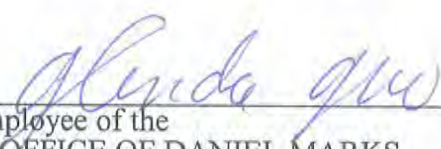
27 
28 An employee of the
LAW OFFICE OF DANIEL MARKS

EXHIBIT “1”
Ahders’ Notice of Entry of Order
for Confession of Judgment

Steven D. Grierson

LAW OFFICE OF DANIEL MARKS
DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
TELETHA L. ZUPAN, ESQ.
Nevada State Bar No. 012660
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536; Fax (702) 386-6812
Email: office@danielmarks.net
*Attorney for Defendants, Boulevard
Furniture Inc., et al.*

DISTRICT COURT
CLARK COUNTY, NEVADA

MICHAEL AHDERS, an individual,
Plaintiff,
vs.

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

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

Defendants.

**NOTICE OF ENTRY OF APRIL 25, 2019 ORDER RE: DEFENDANTS' BRIEF FOR
MOTION HEARING ON APRIL 18, 2019**

PLEASE TAKE NOTICE that a April 25, 2019 Order Re: Defendants' Brief for Motion
Hearing on April 18, 2019 was entered on the 17th day of May, 2019, a copy of which is attached
hereto.

DATED this 17th day of May, 2019.

LAW OFFICE OF DANIEL MARKS

[Signature]
DANIEL MARKS, ESQ.
Nevada Bar No. 002003
TELETHA L. ZUPAN, ESQ.
Nevada State Bar No. 12660
610 South Ninth Street
Las Vegas, Nevada 89101
*Attorney for Defendants, Boulevard
Furniture Inc., et al.*

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Michael A. Mazur, Esq.,
2355 Red Rock Street, Ste. 100
Las Vegas, Nevada 89146
Attorney for Plaintiff

Page 2 of 2

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CLERK OF THE COURT

Steven D. Grierson

1 ORDR
2 LAW OFFICE OF DANIEL MARKS
3 DANIEL MARKS, ESQ.
4 Nevada State Bar No. 002003
5 TELETHA L. ZUPAN, ESQ.
6 Nevada State Bar No. 012660
7 610 South Ninth Street
8 Las Vegas, Nevada 89101
9 (702) 386-0536; Fax (702) 386-6812
10 Email: office@danielmarks.net
11 Attorney for Defendants, Boulevard
12 Furniture Inc., et al.

DISTRICT COURT

CLARK COUNTY, NEVADA

11 MICHAEL AHDERS, an individual,
12 Plaintiff,
13 vs.

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

14 BOULEVARD FURNITURE, INC., a
15 Nevada corporation; SHAFIK HIRJI,
16 an individual; and SHAFIK
17 BROWN, an individual.
18 Defendants.

Date of Hearing: 4/25/19
Time of Hearing: Chambers

APRIL 25, 2019 ORDER RE: DEFENDANTS' BRIEF FOR MOTION
HEARING ON APRIL 18, 2019

21 This matter having come before the Court on Defendants' Brief for Motion Hearing on April 18,
22 2019; Plaintiff's Opposition to Defendants' Brief for Motion Hearing on April 18, 2019; and
23 Defendants' Reply. The brief consolidates the issues that were initially raised in the parties moving
24 papers. The Court having read and considered the papers, pleadings, and briefs on file, as well as the
25 ongoing litigation between Steve Barket, Shafik Hirji, Shafik Brown, Navneet Sharda, the Furniture
26 Boutique, LLC, in Eighth Judicial District Court, Case No.: A-17-756274-C regarding the series of
27 investments and loans referenced extensively in the pleadings in this case, and good cause appearing;

28 ////

1 THE COURT FINDS that the notice required pursuant to paragraph 4 of the Confession of
2 Judgment, which states: If Defendant fails to adhere to the terms of the Note, and any amendments or
3 extensions, Plaintiff shall provide written notice of said default to the Defendants. The Defendant shall
4 have five (5) calendar days to cure said default. It [sic] the default is not cured in full the Plaintiff may
5 file and record this Confession of Judgment and take all steps to protect the right of the Plaintiff
6 hereunder.

7 THE COURT FINDS FURTHER that Plaintiff did not provide the requisite notice pursuant to
8 the Confession of Judgment, and Plaintiff did not provide an opportunity for Defendants to cure any
9 alleged default.

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that based upon the findings
11 referenced above, as a matter of law, without addressing the other grounds raised by the Defendants, the
12 Confession of Judgment that is the basis of the instant matter is void under NRCP 60(b), and shall be set
13 aside.

14 ////

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants' Motion to
2 Vacate the Confession of Judgment; pursuant to NRS 17.090 through NRS 17.110; to Take Judicial
3 Notice of Related Actions; Alternative Motion for Stay of Execution pursuant to NRCP 62; and/or
4 Motion to Consolidate with Case No. A-17-756274-C pursuant to NRCP 42 is hereby GRANTED.

5 Dated this 15 day of May, 2019.

6
7 
DISTRICT COURT JUDGE

8 Submitted by:
9 LAW OFFICES OF DANIEL MARKS

10 
DANIEL MARKS, ESQ.

11 Nevada State Bar No. 002003

12 TELETHA L. ZUPAN, ESQ.

13 Nevada State Bar No. 012660

610 South Ninth Street

Las Vegas, Nevada 89101

(702) 386-0536

Attorney for Defendants, Shafik Hirji,

Shafik Brown, et al.

16
17 Approved as to form and content:
18 MAZUR & BROOKS

19 
MICHAEL A. MAZUR, ESQ.,

20 Nevada State Bar No. 011202

2355 Red Rock Street, Ste. 100

Las Vegas, Nevada 89146

Attorney for Plaintiff, Michael Ahders

A-18-770121C

EXHIBIT “2”

Cancer Care’s Notice of Entry of
Order for Confession of Judgment

Steven D. Grierson

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

DISTRICT COURT

CLARK COUNTY, NEVADA

10 CANCER CARE FOUNDATION, INC., a
11 Nevada non-profit corporation,

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

12 Plaintiff,

13 vs.

14 BOULEVARD FURNITURE, INC., a
15 Nevada corporation; SUNSET FURNITURE,
16 INC., a Nevada corporation; FURNITURE
17 BOUTIQUE, LLC, a Nevada limited liability
18 company; GIZMO EMPOWERED INC., a
19 Nevada corporation; S550 INVESTMENTS,
20 INC., a Nevada corporation; GENESIS
21 INVESTMENTS, INC., a Nevada corporation;
22 HATARI RESTAURANT & SPORTS BAR, LLC
23 a Nevada limited liability company; FUSION
24 RESTAURANT, INC., a Nevada corporation;
25 SHAFIK HIRJI, an individual; SHAFIK
26 BROWN, an individual; and YASMIN BROWN,
27 an individual; and DOES I through X
28 and ROE CORPORATIONS I through XX.

Defendant.

NOTICE OF ENTRY OF ORDER FOR JANUARY 25, 2018 HEARING ON MOTION TO
VACATE

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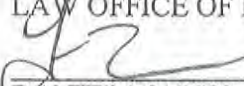
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1 **NOTICE OF ENTRY OF ORDER FOR JANUARY 25, 2018 HEARING ON MOTION TO**
2 **VACATE**

3 PLEASE TAKE NOTICE that an Order for January 25, 2018 Hearing on Motion to Vacate was
4 entered in the above-entitled action on the 5th day of April, 2018, a copy of which is attached hereto.

5 DATED this 6th day of April, 2018.

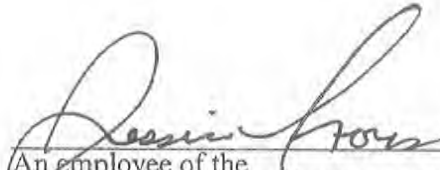
6 LAW OFFICE OF DANIEL MARKS

7 
8 DANIEL MARKS, ESQ.
9 Nevada State Bar No. 002003
10 TELETHA ZUPAN, ESQ.
11 Nevada State Bar No. 012660
12 610 South Ninth Street
13 Las Vegas, Nevada 89101
14 Attorneys for Defendants

15 **CERTIFICATE OF SERVICE**

16 I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 6th day of
17 April, 2018, pursuant to NRCp 5(b) and Administrative Order 14-2, I electronically transmitted a true and
18 correct copy of the above and foregoing **NOTICE OF ENTRY OF ORDER FOR JANUARY 25, 2018**
19 **HEARING ON MOTION TO VACATE** by way of Notice of Electronic Filing provided by the court
20 mandated E-file to the following address:

21 Michael A. Mazur, Esq.,
22 2355 Red Rock Street, Ste. 100
23 Las Vegas, Nevada 89146
24 Attorney for Plaintiff,
25 Trata, Inc.

26 
27 An employee of the
28 LAW OFFICE OF DANIEL MARKS