ORIGINAL

Electronically Filed
4/5/2018 1:46 PM
Steven D. Grierson
CLERK OF THE COURT

Electronically Filed
Aug 02 2021 05:39 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

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

DISTRICT COURT

CLARK COUNTY, NEVADA

CANCER CARE FOUNDATION, INC., a Nevada non-profit corporation,	Case No.:	A-17-763985-C
	Dept. No.:	XVI
Plaintiff,		
vs.		
BOULEVARD FURNITURE, INC., a Nevada corporation; SUNSET FURNITURE, INC., a Nevada corporation; FURNITURE BOUTIQUE, LLC, a Nevada limited liability company; GIZMO EMPOWERED INC., a Nevada corporation; S550 INVESTMENTS, INC., a Nevada corporation; GENESIS INVESTMENTS, INC., a Nevada corporation; HATARI RESTAURANT & SPORTS BAR, LLC a Nevada limited liability company; FUSION RESTAURANT, INC., a Nevada corporation; SHAFIK HIRJI, an individual; SHAFIK BROWN, an individual; and YASMIN BROWN, an individual; and DOES I through X and ROE CORPORATIONS I through XX.	Date of Hearing:	January 25, 2018
	Time of Hearing:	9:00 a.m.
Defendant.		

_____/

ORDER FOR JANUARY 25, 2018 HEARING ON MOTION TO VACATE

MAR 23 2018

ORDER FOR JANUARY 25, 2018 HEARING ON MOTION TO VACATE

COMES NOW Defendants, Boulevard Furniture, Inc.; Sunset Furniture, Inc.; Furniture Boutique, LLC; Gizmo Empowered Inc.; S550 Investments, Inc.; SL550 Investments, Inc.; Genesis Investments, Inc.; Hatari Restaurant & Sports Bar, LLC; Fusion Restaurant, Inc.; Shafik Hirji; Shafik Brown; and Yasmin Brown, appearing by and through their counsel Daniel Marks, Esq., and Teletha L. Zupan, Esq., of the Law Office of Daniel Marks on the Defendants' Motion to Vacate the Judgment Entered on November 1, 2017 Pursuant to NRCP 60(b) Because the Judgment Was Obtained by Fraud, Plaintiff's Opposition, and Defendants' Reply having come before the Court on January 25, 2018 at 9:00 a.m., and Plaintiff, Cancer Care Foundation, Inc., appearing by and through their counsel of record, Michael Mazur, Esq., of Mazur & Brooks, P.C. After review and consideration of the record, the points and authorities on file herein, and oral argument of counsel, the Court determined as follows:

THE COURT FINDS that there is ongoing litigation between Steven Barket, Shafik Hirji, Shafik Brown, and Navneet Sharda and the Furniture Boutique, L.L.C. in Eighth Judicial District Court , Case No. A-17-756274-C, filed on June 1, 2017, regarding a series of investments/loans. Barket is represented by Brandon McDonald, Esq.; Sharda is represented by Bryan Naddefi, Esq., and Hirji and Brown are represented by Daniel Marks, Esq.

THE COURT FINDS FURTHER that based on the unopposed affidavit of Shafik Hirji that the Confession of Judgment, which was entered in this action on November 1, 2017 is derived from two of the investments /loans that Barket orchestrated, which are in issue in Case No. A-17-756274-C.

THE COURT FINDS FURTHER that based on the unopposed affidavit of Shafik Hirji, in April 2017, Navneet Sharda agreed to modify and suspend the Defendants' repayment obligations until they could reached an agreement for a new repayment schedule. In light of this fact, on August 29, 2017, there was no legal basis for Sharda and/or Cancer Care to threaten to file a Notice of Default against Hirji and Brown if they did not execute the Change in Terms Agreement and Confession of Judgment for Cancer Care. As such, the Defendants did not freely sign the Change in Terms Agreement and Confession of Judgment for Cancer Care.

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THE COURT FINDS FURTHER that notwithstanding the pending Case No. A-17-756274-C, and the fact that the Defendants in this action were represented by counsel, Navneet Sharda convinced the Defendants to change the material terms of the investments /loans and to execute new documents and a new Confession of Judgment that was the subject of pending litigation by coercing them to do so with the threat of Default when there was no legal basis for a Default.

THE COURT FINDS FURTHER that Navneet Sharda told the Defendants to go to his attorney, Bryan Naddafi's office at 9480 S. Eastern Avenue, Ste. #257 Las Vegas, Nevada 89123 on September 1, 2017 to execute the Change in Terms Agreement and new Confession of Judgment.

THE COURT FINDS FURTHER that Mr. Naddafi Violated Rule 3.4 of the Nevada Rules of Professional Conduct by communicating with Hirji and Brown without the consent of their counsel on September 1, 2017.

THE COURT FINDS FURTHER that the Defendants were never instructed to contact their lawyer, Daniel Marks, Esq., before executing such agreements.

THE COURT FINDS FURTHER that there is another Confession of Judgment, which was entered in another related matter by Trata, Inc., on November 1, 2017 in Case No. A-17-763995-C, for two additional investments /loans that were orchestrated by Barket and are in issue in Case No. A-17-756274-C.

THE COURT FINDS FURTHER that after careful consideration, and based on the uncontroverted Affidavit of Shafik Hirji, the Confession of Judgment entered in this case is an attempt to circumvent the issues and subject matter pertaining to the investments /loans in dispute in Case No. A-17-756274-C.

THE COURT FINDS FURTHER Mr. Marks should have been notified regarding any attempts to change, modify and/or reduce the investments/loans to judgment by Confession.

THE COURT FINDS FURTHER without even addressing the other issue raised by the moving Defendant, the Confession of Judgment that is the basis of the instant matter is void under NRCP 60(b) and shall be set aside.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Defendants, Shafik Hirji, Shafik Brown, and Furniture Boutique, LLC's Motion to Vacate the Judgment Entered on November 1, 2017 Pursuant to NRCP 60(b) is hereby GRANTED.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Confession of Judgment obtained in this manner and under the narrow facts of this case is inconsistent with due process under the law by depriving the Defendants of adjudication of their rights and potential liabilities in pending litigation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Confession of Judgment Cancer Care filed on November 1, 2017 is void under NRCP 60(b) and shall be set aside.

Dated this 2nd day of April, 2018.

DISTRICT COURT JUDGE

Submitted by:

LAW OFFICES 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
Attorney for Defendants, Shafik Hirji, Shafik Brown, et al.

Approved as to form and content:

MAZUR & BROOKS

MICHAEL A. MAZUR, ESQ.,
Nevada State Bar No. 011202
2355 Red Rock Street, Ste. 100
Las Vegas, Nevada 89146
Attorney for Plaintiff, Cancer Care Foundation Inc.

EXHIBIT "3"

Trata's Notice of Entry of Order for Confession of Judgment

Electronically Filed
4/26/2018 10:29 AM
Steven D. Grierson
CLERK OF THE COURT

NOE
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, et al.

DISTRICT COURT

CLARK COUNTY, NEVADA

TRATA, INC., a Nevada Corporation Nevada non-profit corporation,	Case No.:	A-17-763995-C
	Dept. No.:	VI

Plaintiff,

vs.

BOULEVARD FURNITURE, INC., a Nevada corporation; SUNSET FURNITURE, INC., a Nevada corporation; FURNITURE BOUTIQUE, LLC, a Nevada limited liability company; GIZMO EMPOWERED INC., a Nevada corporation; S550 INVESTMENTS, INC., a Nevada corporation; SL550 INVESTMENTS, INC., a Nevada corporation; GENESIS INVESTMENTS, INC., a Nevada corporation; HATARI RESTAURANT & SPORTS BAR, LLC a Nevada limited liability company; FUSION RESTAURANT, INC., a Nevada corporation; SHAFIK HIRJI, an individual; SHAFIK BROWN, an individual; and YASMIN BROWN, an individual; and DOES I through X and ROE CORPORATIONS I through XX.

Date of Hearing:	February 9, 2018
Time of Hearing:	8:30 a.m.

Defendants.

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NOTICE OF ENTRY OF ORDER

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NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an Order Granting Motion to Vacate the Judgment Entered on November 1, 2017 Pursuant to NRCP 602(b) and Motion to Quash Any and All Writs of Execution and/or Garnishment Pursuant to NRCP 60(B) Because the Judgment was Obtained by Fraud was entered in the above-entitled action on the 17th day of April, 2018, a copy of which is attached hereto.

DATED this 26th day of April, 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

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 26 day of ~~February~~ April, 2018, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF ORDER** by way of Notice of Electronic Filing provided by the court mandated E-file to the following address:

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

An employee of the
LAW OFFICE OF DANIEL MARKS

Electronically Filed
4/17/2018 11:02 AM
Steven D. Grierson
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

* * * *

TRATA, INC., Plaintiff, v. BOULEVARD FURNITURE, INC., et al, Defendants.	CASE NO.: A-17-763995-C DEPARTMENT VI **ORDER GRANTING MOTION TO VACATE THE JUDGMENT ENTERED ON NOVEMBER 1, 2017 PURSUANT TO NRCP 60(B) AND MOTION TO QUASH ANY AND ALL WRITS OF EXECUTION AND/OR GARNISHMENT PURSUANT TO NRCP 60(B) BECAUSE THE JUDGMENT WAS OBTAINED BY FRAUD**

On June 1, 2017, Steven Barket ("Barket") and G65 Ventures, LLC (collectively the "Barket Plaintiffs") filed a lawsuit against Shafik Hirji ("Hirji"), Hirji's son Shafik Brown ("Brown"), Navneet Sharda ("Sharda"), Furniture Boutique, LLC ("Boutique"), and Doe and Roe Defendants in Case No. A756274 pending in Department 18 of this Court (the "Barket Case"). In the Barket Case, the Barket Plaintiffs assert that, as a result of alleged agreements, they are entitled to certain funds and interests in companies controlled by Hirji, Brown, and Boutique (collectively the "Hirji Defendants") based on arranging for loans to be made to Hirji and Brown for a new furniture store. The Barket Plaintiffs acknowledge that the funds were secured via a loan from Sharda. The Barket Plaintiffs assert claims for breach of contract, among others, against the Hirji Defendants, and assert that by dealing directly with the Hirji Defendants, Sharda interfered with the Barket Plaintiffs' rights. In the Barket Case, the Hirji Defendants filed a Motion to Dismiss through their counsel Daniel Marks on June 29, 2017. The Motion to Dismiss was served by mail on attorney Bryan Naddafi, counsel for Sharda in that case. On August 11, 2017, attorney Naddafi filed an Answer to

ELISSA F. CADISH
DISTRICT JUDGE
DEPARTMENT VI

Complaint and Counterclaim on behalf of Sharda and Trata, Inc. ("Trata"), which was served on Marks.

In April of 2017, Barket became the assignee of an unrelated judgment against Sharda in Case No. A712697 in Department 16 of this Court (the "Gordon Silver Case"), and began aggressive collection efforts against Sharda including execution on property allegedly owned by Sharda. Barket was represented by attorney Michael Mazur at a judgment debtor examination of Sharda on July 29, 2017, at which Sharda was represented by Naddafi. On that day, a confidential settlement agreement (the "Settlement Agreement") was reached and signed between Barket and Sharda, resolving the Gordon Silver Case and contemplating dismissal of Sharda from the Barket Case. The Settlement Agreement also required Sharda to assign to Barket or his assigns the notes and related documents, including confessions of judgment, previously signed by the Hirji Defendants regarding the loans for the furniture store at issue in the Barket Case. The Settlement Agreement was not disclosed to the Hirji Defendants, Sharda has still not been dismissed from the Barket Case, and the notes were not assigned until later as discussed below.

After reaching the Settlement Agreement and at the instigation of Barket and his counsel, Mazur, Sharda renegotiated the terms of the loans to the Hirji Defendants and issued a Notice of Default by email dated August 29, 2017. The interest rate and penalties related to the loans were reduced, but additional related individuals and entities were to be added as additional obligors. Additionally, pursuant to the revised terms, there was to be absolutely no grace period if the payments were not made by the 25th of the month when they were due. The August 29, 2017 email to Hirji from Sharda with attached documents referenced what "the attorney" wants done, and is copied to Naddafi. However, unbeknownst to Hirji, the documents were not drafted or recommended by Naddafi but by Mazur. The parties met to sign the documents at Naddafi's office on September 1, 2017. Mr. Naddafi was present throughout the time that the parties present were signing the stack of documents, and his notary public was present and notarizing all of the signatures. The Hirji

Defendants' counsel, Daniel Marks, was not present, nor was he notified of this meeting or asked if he would allow Naddafi to meet with his clients without his presence.

The first payment pursuant to these revised documents was due on September 25, 2017, and was made. Thereafter, on October 13, 2017, Sharda signed the Assignment of Secured Promissory Note, assigning the notes to Brooklyn Asset Management LLC ("BAM") as assignee pursuant to the Settlement Agreement. Barket is the principal of BAM. Notices dated October 17, 2017 were done regarding the assignment to BAM, but Hirji denies receiving the written notices of the assignment until approximately October 27, 2017, after the October 25 payment was due. Hirji had contacted Sharda on or before October 25, 2017 to make arrangements for the payment, but Sharda told him the loans had been assigned and he was out of it. Sharda still did not mention that Barket was involved, but instead referenced only BAM as the assignee. In late October, Hirji contacted BAM by phone seeking details regarding the procedure to make payments to it, but was unable to get clear direction in that regard. On October 30, 2017, Hirji sent a letter to BAM seeking information about the account number and confirmation of the mailing address for the payments. Hirji spoke with a representative of BAM who was supposed to meet him on November 1, 2017 to pick up the October 25 payment, but the representative failed to appear as scheduled. Hirji then sent correspondence dated November 2, 2017 with enclosed payments. After being informed that BAM's position was that he was in default and the signed confessions of judgment had already been filed with the court, Hirji stopped payment on the checks.

The Confession of Judgment was filed herein, as the initial pleading on behalf of Plaintiff Trata, Inc. against the Hirji Defendants and other related entities, on November 1, 2017 at 11:45 am. Trata is an entity owned by Sharda and was one of the lenders to the Hirji Defendants on behalf of Sharda. Trata is represented by Mazur herein, and there was no disclosure of the assignment to BAM in the initial court filings.

Defendants herein filed a Motion to Vacate the Judgment Entered on November 1, 2017 Pursuant to NRCP 60(b), and a Motion to Quash Any and All Writs of Execution

and/or Garnishment Pursuant to RCP 60(b) Because the Judgment Was Obtained by Fraud. Plaintiff filed Objections to Claims of Exemption from Execution filed by Hirji, Brown, and Yasmin Brown. This Court heard argument on January 9, 2018 at 8:30 am, and set the case for an evidentiary hearing to address the alleged fraud and unethical conduct asserted by Defendants as a basis to set aside the judgment entered herein. The Court stayed all collection activity pending ruling on these motions. The Court presided over evidentiary hearings held on February 15, 2018 at 8:30 am, February 23, 2018 at 9:00 am, and March 7, 2018 at 1:30 pm. The Court then took the matter under advisement and placed the case on the Court's Chambers Calendar for decision on March 20, 2018. The Court hereby issues its decision.

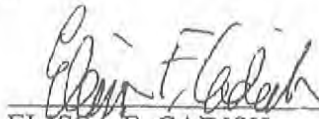
Pursuant to Rule 4.2 of the Nevada Rules of Professional Conduct, "In representing a client, a lawyer shall not communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized to do so by law or a court order." Defendants assert that Naddafi violated this rule by participating in the meeting for the signing of the revised loan documents on September 1, 2017 with Hirji, Brown, and Yasmin Brown without the presence or permission of their counsel, Mr. Marks. Naddafi testified that he did not draft or even review the documents that were signed that day. However, he knew and understood that the documents were being signed at Barket's instigation and particularly because Mazur as Barket's counsel had concerns about the enforceability of the prior documents signed by the parties, all of which had come about based on the Settlement Agreement entered by Sharda with Naddafi's representation which required assignment of the loans to Barket or his assigns. That Settlement Agreement resolved Barket's claims against Sharda in the Barket Case where the Hirji Defendants were known to be represented by Marks. These very loans are at issue in the Barket Case, as they are the underlying basis for Barket's claims to ownership and other consideration therein. While Naddafi did not negotiate the terms of the documents signed on September 1, 2017, he was present for the entire time while the parties were signing and was counsel for Sharda in the Barket Case.

ELISSA F. CADISH
DISTRICT JUDGE
DEPARTMENT VI

Naddafi did speak to all participants in the room that day about the execution of the documents, and oversaw the notarization by his employee of all of the signatures.

Under the circumstances taken as a whole, the Court finds that Naddafi did improperly communicate about the subject of the representation with a person he knew to be represented by another lawyer in the matter, specifically because he knew Hirji and Brown were represented by Marks, who was not present and did not consent, in the Barket Case where these very loans were at issue. The Court acknowledges that Naddafi did not intentionally violate this rule, but "neither [his] negligence nor his ignorance of the rule can justify his conduct." Cronin v. Eighth Judicial Dist. Ct., 105 Nev. 635, 641, 781 P.2d 1150, 1154 (1989). In light of this violation, and the signing of the documents including the Confession of Judgment on which the judgment herein is based in the context of that improper contact without Marks' presence, the Court hereby finds that the judgment was obtained by fraud, misrepresentation, or other misconduct of an adverse party within the meaning of NRCP 60(b)(3) and grants Defendants' Motion to Vacate the Judgment Entered on November 1, 2017 Pursuant to NRCP 60(b). The Court finds that the Confession of Judgment may not be used as a basis for entry of judgment against Defendants herein.[1] Similarly, the Court grants Defendants' Motion to Quash Any and All Writs of Execution and/or Garnishment Pursuant to NRCP 60(b) Because the Judgment Was Obtained by Fraud. As a result, the Claims of Exemption from Execution and Objections thereto are denied as moot.

Dated this 17th of April, 2018



ELISSA F. CADISH
DISTRICT COURT JUDGE

ELISSA F. CADISH
DISTRICT JUDGE
DEPARTMENT VI

[1] In light of the Court's ruling on this basis for the challenge to the judgment herein, the Court need not address other arguments raised by Defendants as additional grounds to set aside the judgment.

CERTIFICATE OF SERVICE

I hereby certify that on the date filed, a copy of the foregoing order was e-served on all registered parties to this case.

Timothy D. Kelley
Judicial Executive Assistant

ELISSA F. CADISH
DISTRICT JUDGE
DEPARTMENT VI

EXHIBIT "4"

Checks

V24438
2 2435

DBA BROWN ENTERPRISES
YASMIN BROWN SOLE PROP

3634

DATE 11/7/16

PAY TO THE ORDER OF Steven Backet $ 10,000.00

Ten thousand + 00/100 DOLLARS

Bank of America

ACH RVT 123400734

FOR

⑈003634⑈ ⑆122400724⑆ 5060184432 68⑈

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

Tran 00030 11/10/2016 12:08
Entry Nbr CC 0006774 JL# 00006
Account 5010184432 68
R/Tn 340880133
Cash Check 410,000.00
ORL NV**********
11/10/16
Seq:00018 11/10/16
BAT:353201 CC:3368006774
WT:01.LTPS:Dallas PT
BC:Green Valley/Pebble BC NV1-196

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

1792

11/7/16

DATE 11/07/2016

PAY TO THE ORDER OF Steven Barket $ 10,000.00

Ten Thousand + 00/100 DOLLARS

Bank of America

FOR

⑈001792⑈ ⑆122400724⑆ 501015012265⑈

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

Tran 00464

11/07/2016 17:09
Entity NNV CC 0006774 Tlr 00008
Account 501015012265
R/TN 540880133
Official Check Sale $10,000.00
DRL NV 08/17

W1052

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

1055

DATE 11/23/16

PAY TO THE ORDER OF Steven Barkset $ 15,000.00

Fifteen thousand + 00/100 DOLLARS

Bank of America

FOR

⑈001055⑈ ⑆122400724⑆ 5016176304⑆04⑈

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

Bank of America, N.A.

Or Money Order #

Endorsement Cashier's Check #

Seq:00006-11/23/16
BAT:725703 CC:3380006774
WT:01 LAS:Dallas PT
RC:Green Valley/Pahrump RC NV1-186
11/23/2014 19:53
Trn 00139
Entry MNU CC 0006774 Tr 00006
Account 3010171304 04
8/7A 540980123
Official Check Sale
$15,000.00
06/20
CRC 8********

FURNITURE FUSION LLC
8020 S RAINBOW BLVD STE 100- (484)
LAS VEGAS, NV 89139

1057

DATE 11/22/16

PAY TO THE ORDER OF Steven Barket $ 15,000.00

Fifteen thousand + 00/100 DOLLARS

Bank of America

FOR

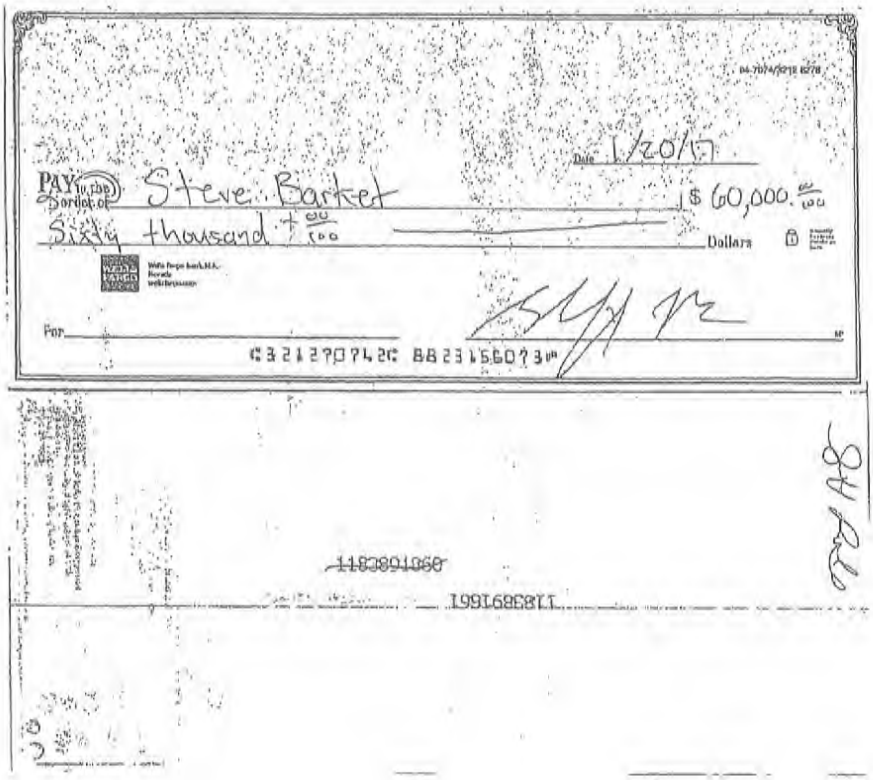
⑈001057⑈ ⑆122400724⑆ 501017130404⑈

Seq: 45
Batch: 688729
Date: 11/22/16

Seq:00045 11/22/16
BAT:688729 CC:3360006774
WT:01 LTPS:D:1/86 PI
BC:Green Valley/Pebble BC NV1-166

Tran 00161 11/22/2016 15:46
Entity NNV CC 0006774 TLr 00003
Account 501017130404
R/T# 540880133
Official Check Sale 615,000.00
DRL NV********** 08/17 10/16

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


Date 1/20/17
PAY to the Order of Steve Barker $ 60,000.00/00
Sixty thousand 00/100 Dollars
Wells Fargo Bank, N.A.
For
⑆321270742⑆ 8823156073⑈
1183891660
1183891661

0007406 — Office AU #

11-24 — 1210(8)

CASHIER'S CHECK

SERIAL #: 0740603088

ACCOUNT#: 4861-511970

Remitter: SHAFIK BROWN
Purchaser: SHAFIK BROWN
Purchaser Account: 2642215747
Operator I.D.: u487056 reno0918
Funding Source: Paper Items(s)

PAY TO THE ORDER OF ***REPSENTRY ***

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 M4293 60272955

WELLS FARGO

Check Details

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

WELLS FARGO BANK 5006

WARM SPRINGS & RAINBOW 7255 S RAINBOW BLVD LAS VEGAS, NV 89118

DATE 2/2/17 94-7074/3212

PAY TO THE ORDER OF Keep Secure $ 150,000.00

One hundred fifty thousand & 00/100 DOLLARS

SUNSET FURNITURE, INC
1431 W SUNSET RD
HENDERSON NV 89014-6811

⑈185444814

*Note

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

Equal Housing Lender

WELLS FARGO

Check Details

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

WELLS FARGO BANK 5040
WARM SPRINGS & RAINBOW 7255 S RAINBOW BLVD LAS VEGAS, NV 89118
DATE 2/24/17 64-7074/3212

PAY TO THE ORDER OF Steve Barket $ 4000.00
Four thousand & 00/100 DOLLARS

SUNSET FURNITURE, INC
1431 W SUNSET RD
HENDERSON NV 89014-6611

1184359351

*Note

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

Equal Housing Lender

EXHIBIT "5"

Writ of Execution for Shafik Hirji

WRIT
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 Plaintiff

2020 JAN -9 A 11:18

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

MICHAEL ADHERS, an individual, Plaintiff, vs. BOULEVARD FURNITURE, INC., a Nevada corporation; SHAFIK HIRJI, an individual; SHAFIK BROWN, an individual, Defendants.	Case No.: A-19-806944-C Dept. No.: IV

WRIT OF EXECUTION

☐ **Earnings** ☒ **Other Property**
☐ **Earnings, Order of Support**

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

On the 13th day of December 2019, a judgment, upon which there is due in United States Currency the following amounts, was entered in this action in favor of Plaintiff, Michael Adhers, as judgment creditor and against Shafik Hirji as judgment debtor. Interest and costs have accrued in the amounts shown. The judgment has not been satisfied against total accrued interest and costs, leaving the following net balance, which sum bears interest at 0% per annum.[1]

[1] This amount does not include the penalties of $1,000 per every 10 days that the payment was late, which is subject to an amended judgment. Plaintiff is not waiving his right to the penalty amount.

JUDGMENT BALANCE		AMOUNTS TO BE COLLECTED BY LEVY	
Principal	$100,000.00	NET BALANCE	100,000.00
Pre-judgment Interest	0.00	Fee this Writ	
Attorney's Fee	$0.00	Garnishment Fee	
Costs	$0.00	Mileage	2.00
JUDGMENT TOTAL	$100,000.00	Levy Fee	15.00
Accrued Costs	0.00	Advertising	2.00
Accrued Interest	0.00	Storage	
Less Satisfaction	0.00	Interest from	
		Date of Issuance	
NET BALANCE	$100,000.00	SUB-TOTAL	100,019.00
		Commission	
		TOTAL LEVY	

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

(See below for exemptions which may apply)

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

☐ Property other than wages. The exemption set forth in NRS 21.090 or in other applicable Federal Statutes may apply, consult an attorney.

☐ Earnings. The amount subject to garnishment and this writ shall not exceed for any one pay period the lesser of:

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

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

☐ Earnings (Judgment or Order of Support)

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

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

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

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

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

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

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

STEVEN D. GRIERSON, CLERK OF COURT

By: JAN 0 6 2020

Deputy Clerk Date

DEMOND PALMER

Submitted by:
THE BARNABI LAW FIRM, PLLC

/s/ CJ Barnabi

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

///

///

RETURN

☐ Not satisfied $____

☐ Satisfied in sum of $____

☐ Costs retained $____

☐ Commission retained $____

☐ Costs incurred $____

☐ Commission incurred $____

☐ Costs Received $____

REMITTED TO JUDGMENT CREDITOR $____

DOUG GILLESPIE, SHERIFF CLARK COUNTY

_____

Deputy Date

EXHIBIT "6"

Writ of Execution for Shafik Brown

WRIT
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 Plaintiff

PLAINTIFF'S OFFICE
2020 JAN -8 A 11:16

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

MICHAEL ADHERS, an individual, Plaintiff, vs. BOULEVARD FURNITURE, INC., a Nevada corporation; SHAFIK HIRJI, an individual; SHAFIK BROWN, an individual, Defendants.	Case No.: A-19-806944-C Dept. No.: IV

WRIT OF EXECUTION

☐ **Earnings** ☒ **Other Property**
☐ **Earnings, Order of Support**

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

On the 13th day of December 2019, a judgment, upon which there is due in United States Currency the following amounts, was entered in this action in favor of Plaintiff Michael Adhers as judgment creditor and against Shafik Brown as judgment debtor. Interest and costs have accrued in the amounts shown. The judgment has not been satisfied against total accrued interest and costs, leaving the following net balance, which sum bears interest at 0% per annum.[1]

[1] This amount does not include the penalties of $1,000 per every 10 days that the payment was late, which is subject to an amended judgment. Plaintiff is not waiving his right to the penalty amount.

JUDGMENT BALANCE		AMOUNTS TO BE COLLECTED BY LEVY	
Principal	$100,000.00	NET BALANCE	100,000.00
Pre-judgment Interest	0.00	Fee this Writ	____
Attorney's Fee	$0.00	Garnishment Fee	____
Costs	$0.00	Mileage	2.00
JUDGMENT TOTAL	$100,000.00	Levy Fee	15.00
Accrued Costs	0.00	Advertising	2.00
Accrued Interest	0.00	Storage	____
Less Satisfaction	0.00	Interest from	____
		Date of Issuance	____
NET BALANCE	$100,000.00	SUB-TOTAL	100,019.00
		Commission	____
		TOTAL LEVY	____

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

(See below for exemptions which may apply)

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

☐ Property other than wages. The exemption set forth in NRS 21.090 or in other applicable Federal Statutes may apply, consult an attorney.

☐ Earnings. The amount subject to garnishment and this writ shall not exceed for any one pay period the lesser of:

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

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

☐ Earnings (Judgment or Order of Support)

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

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

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

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

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

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

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

STEVEN D. GRIERSON, CLERK OF COURT

By: JAN 0 6 2020

Deputy Clerk Date
DEMOND PALMER

Submitted by:
THE BARNABI LAW FIRM, PLLC

/s/ CJ Barnabi

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

///

///

RETURN

☐ Not satisfied $____

☐ Satisfied in sum of $____

☐ Costs retained $____

☐ Commission retained $____

☐ Costs incurred $____

☐ Commission incurred $____

☐ Costs Received $____

REMITTED TO JUDGMENT CREDITOR $____

DOUG GILLESPIE, SHERIFF CLARK COUNTY

_____

Deputy Date

EXHIBIT "7"

Writ of Execution for Boulevard Furniture Inc.

WRIT
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 Plaintiff

2020 JAN -8 A 11: 1

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

MICHAEL ADHERS, an individual, Plaintiff, vs. BOULEVARD FURNITURE, INC., a Nevada corporation; SHAFIK HIRJI, an individual; SHAFIK BROWN, an individual, Defendants.	Case No.: A-19-806944-C Dept. No.: I

WRIT OF EXECUTION

☐ **Earnings** ☒ **Other Property**
☐ **Earnings, Order of Support**

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

On the 13th day of December 2019, a judgment, upon which there is due in United States Currency the following amounts, was entered in this action in favor of Plaintiff, Michael Adhers, as judgment creditor and against Boulevard Furniture, Inc. as judgment debtor. Interest and costs have accrued in the amounts shown. The judgment has not been satisfied against total accrued interest and costs, leaving the following net balance, which sum bears interest at 0% per annum.[1]

[1] This amount does not include the penalties of $1,000 per every 10 days that the payment was late, which is subject to an amended judgment. Plaintiff is not waiving his right to the penalty amount.

JUDGMENT BALANCE		AMOUNTS TO BE COLLECTED BY LEVY	
Principal	$100,000.00	NET BALANCE	100,000.00
Pre-judgment Interest	0.00	Fee this Writ	
Attorney's Fee	$0.00	Garnishment Fee	
Costs	$0.00	Mileage	2.00
JUDGMENT TOTAL	$100,000.00	Levy Fee	15.00
Accrued Costs	0.00	Advertising	2.00
Accrued Interest	$0.00	Storage	
Less Satisfaction	0.00	Interest from	
		Date of Issuance	
NET BALANCE	$100,000.00	SUB-TOTAL	100,019.00
		Commission	
		TOTAL LEVY	

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

(See below for exemptions which may apply)

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

☐ Property other than wages. The exemption set forth in NRS 21.090 or in other applicable Federal Statutes may apply, consult an attorney.

☐ Earnings. The amount subject to garnishment and this writ shall not exceed for any one pay period the lesser of:

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

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

☐ Earnings (Judgment or Order of Support)

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

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

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

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

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

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

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

STEVEN D. GRIERSON, CLERK OF COURT

By: JAN 0 6 2020

Deputy Clerk Date

DEMOND PALMER

Submitted by:
THE BARNABI LAW FIRM, PLLC

/s/ CJ Barnabi

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

///

///

RETURN

☐ Not satisfied	$_____
☐ Satisfied in sum of	$_____
☐ Costs retained	$_____
☐ Commission retained	$_____
☐ Costs incurred	$_____
☐ Commission incurred	$_____
☐ Costs Received	$_____
REMITTED TO JUDGMENT CREDITOR	$_____

DOUG GILLESPIE, SHERIFF CLARK COUNTY

_____

Deputy Date

EXHIBIT "8"

Email stream

Teletha Zupan

From: CJ Barnabi <cj@barnabilaw.com>
Sent: Tuesday, January 14, 2020 10:40 AM
To: Teletha Zupan
Subject: RE: Ahders v. Hirji, A-19-806944-C

Teletha:

I disagree. The Judge did not reach the merits and I believe the order you prepared struck the prior filing because the Judge believed that the text messages did not constitute service of a notice of default under the agreements. The merits of whether the confession was void was not determined. But even if you believed it was void, Mr. Ahders will pursue the underlying note.

I have depositions for the next three days, so I may not be able to respond promptly.

CJ Barnabi, Esq.
THE BARNABI LAW FIRM

375 E. Warm Springs Road, Ste. 104
Las Vegas, NV 89119
Tel. 702.475.8903
Fax 702.966.3718
cj@barnabilaw.com

Tax Advice Disclosure: Nothing in the above message shall constitute legal advice regarding the Internal Revenue Code, or is reasonably meant to provide such service. If you have tax questions, please consult a professional.

Also, this communication is CONFIDENTIAL and protected by the Attorney-Client and/or the Attorney Work Product Privileges. It is intended solely for the addressees listed above. Anyone not listed above, or who is not an agent authorized to receive it for delivery to an addressee, is not authorized to read, disseminate, forward, copy, distribute, or discuss its contents, or any part thereof. Anyone else must immediately delete the message, and reply to the sender only, confirming you have done so.

From: Teletha Zupan <TZupan@danielmarks.net>
Sent: Tuesday, January 14, 2020 10:06 AM
To: CJ Barnabi <cj@barnabilaw.com>
Subject: Ahders v. Hirji, A-19-806944-C

Dear CJ,

This shall serve to advise you to immediately cease and desist from taking any further action in the new Ahders v. Shafik Hijri, et. al., Case No. A-19-806944-C, including but not limited to Writs of Execution our office was just served with. You should be aware that Judge Earley already held that the confession of judgment is void under NRCP 60(b) and set it aside. Further, Judge Earley consolidated the prior Ahders action with our Barket action.

Mr. Ahders cannot refile the confession of judgment that Judge Earley held was void pursuant to 60(b) because it is void. He cannot revived the confession of judgment by fining a new action with another

department to try to get a more favorable result. Unless you agree to dismiss the action with prejudice and immediately and cease and desist from taking further action, we will file emergency motions and seek fees.

Kind regards,

Teletha L. Zupan, Esq.
Law Office of Daniel Marks
610 South 9th Street
Las Vegas, Nevada 89101
P: (702) 386-0536
F: (702) 386-6812

EXHIBIT "9"

Affidavit of Teletha Zupan, Esq.

CERTIFICATION OF TELETHA ZUPAN

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

TELETHA ZUPAN being first duly sworn deposes and says under penalty of perjury:

1. That I am an attorney licensed to practice law in the State of Nevada and am counsel for the Defendants in this matter.
2. That Affiant attempted in good faith to resolve the disputes contained in this Motion with Plaintiff's counsel on or about January 14, 2020 after she was served with Writs of Execution based on a void confession of judgment that was filed in a new action. The Affiant emailed Plaintiff's counsel to demand that he cease and desist from taking further action based on the void confession of judgment and advised that emergency motions would be filed by Defendants and Defendants would seek fees if he did not agree to dismiss the matter with prejudice. He replied that he disagreed and could take action based on the underlying note. He advised further that he would be in depositions for the next three days.

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////

3. The Affiant was unable to resolve these issues.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

TELETHA ZUPAN

SUBSCRIBED and SWORN to before me
this 14th day of January, 2020.

GLENDA GUO
Notary Public State of Nevada
No. 99-58298-1
My Appt. Exp. January 19, 2022

NOTARY PUBLIC in and for said
COUNTY and STATE

EXHIBIT "10"

Register of Actions for
Case No. A-18-770121-C

REGISTER OF ACTIONS

CASE NO. A-18-770121-C

Michael Ahders, Plaintiff(s) vs. Boulevard Furniture, Inc., Defendant(s) §

Case Type:	Other Civil Matters
Date Filed:	02/23/2018
Location:	Department 4
Cross-Reference Case Number:	A770121

RELATED CASE INFORMATION

Related Cases
A-17-756274-C (Consolidated)

PARTY INFORMATION

		Lead Attorneys
Defendant	**Boulevard Furniture, Inc.** 3500 S Maryland Parkwya Suite 171 Las Vegas, NV 89169	**Daniel Marks** *Retained* 702-386-0536(W)
Defendant	**Brown, Shafik** 7560 Jacaranda Bay Street Las Vegas, NV 89139	**Daniel Marks** *Retained* 702-386-0536(W)
Defendant	**Hirji, Shafik** 7560 Jacaranda Bay Street Las Vegas, NV 89139	**Daniel Marks** *Retained* 702-386-0536(W)
Plaintiff	**Ahders, Michael**	**Michael D. Mazur, ESQ** *Retained* 702-564-3128(W)

EVENTS & ORDERS OF THE COURT

DISPOSITIONS

02/23/2018 **Confession of Judgment** (Judicial Officer: Wiese, Jerry A.)
Debtors: Boulevard Furniture, Inc. (Defendant), Shafik Hirji (Defendant), Shafik Brown (Defendant)
Creditors: Michael Ahders (Plaintiff)
Judgment: 02/23/2018, Docketed: 03/02/2018
Total Judgment: 100,000.00

OTHER EVENTS AND HEARINGS

02/23/2018 **Confession of Judgment**
Confession of Judgment
02/27/2018 **Notice of Entry of Judgment**
Notice of Entry of Confession of Judgment
03/04/2018 **Appendix**
Defendants' Appendix for Motion to Vacate the Confession of Judgment and Related Relief
03/04/2018 **Motion to Vacate**
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 NRCP62; and/or Motion to Consolidate with Case No. A-17-756274-C Pursuant to NRCP 42
03/05/2018 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure (NRS Chapter 19)
03/05/2018 **Motion to Consolidate**
Defendants' Motion to Consolidate
03/06/2018 **Certificate of Service**
Certificate of Service
03/07/2018 **Order Shortening Time**
Order Shortening Time
03/07/2018 **Notice of Entry of Order**
Notice of Entry of Order Shortening Time
03/19/2018 **Opposition to Motion**
Opposition to Motion to Consolidate
03/21/2018 **Motion to Consolidate** (9:00 AM) (Judicial Officer Bailus,
Defendants' Motion to Consolidate Case No A-18-77012: [illegible] suant to NRCP 42 and EDCR 2.50
Parties Present

Minutes

04/11/2018 Reset by Court to 03/21/2018

Result: Continued

03/23/2018 **Opposition to Motion**

Opposition to Motion to Vacate the Confession of Judgment

03/29/2018 **Reply to Motion**

Reply to 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; Appendix to Defendant s Motion to Vacate, Defendants Motion to Consolidate Case No. A-18-770121-C With this Case Pursuant to NRCP 42.

04/05/2018 **Motion to Vacate** (9:00 AM) (Judicial Officer Wiese, Jerry A.)

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

Parties Present

Minutes

Result: Matter Heard

04/11/2018 **Motion to Consolidate** (9:00 AM) (Judicial Officer Bailus, Mark B)

Defendants' Motion to Consolidate Case No A-18-770121-C with This Case Pursuant to NRCP 42 and EDCR 2.50

Parties Present

Minutes

Result: Withdrawn

05/31/2018 **Order**

Order Regarding Defendants' Motion to Vacate the Confession of Judgment Entered on February 27, 2018 and for Related Relief.

06/01/2018 **Notice of Entry of Order**

Notice of Entry of Order

06/01/2018 **Notice of Posting Bond**

Notice of Posting of Bond

06/28/2018 **Stipulation and Order**

Stipulation and Agreement to Continue Hearing

06/29/2018 **Notice of Entry**

Notice of Entry of Stipulation and Agreement to Continue Hearing

07/02/2018 **Case Reassigned to Department 4**

Reassigned From Judge Wiese - Dept 30

07/13/2018 **Stipulation and Order**

Stipulation and Order to Continue the August 7, 2018 Hearing

07/13/2018 **Notice of Entry of Stipulation and Order**

Notice of Entry of Stipulation and Order to Continue the August 7, 2018 Hearing (Second Request)

09/12/2018 **Notice of Rescheduling of Hearing**

Notice of Rescheduling of Hearing

10/02/2018 **Notice of Hearing**

Notice of Hearing

10/04/2018 **Motion to Continue**

Defendants' Emergency Motion to Continue the Evidentary Hearing That is Currently Set for October 17, 2018 at 1:30 p.m

10/10/2018 **Notice of Rescheduling of Hearing**

Notice of Rescheduling of Hearing

10/10/2018 **Stipulation and Order**

Stipulation and Order to Continue the October 17, 2018 Hearing (Third Request)

10/10/2018 **Notice of Entry of Stipulation and Order**

Notice of Entry of Stipulation and Order to Continue The October 17, 2018 Hearing

10/17/2018 *CANCELED* **Evidentiary Hearing** (1:30 PM) (Judicial Officer Earley, Kerry)

Vacated - per Stipulation and Order

Evidentiary Hearing: Defendants' Motion to Vacate the Confession of Judgment Entered on February 27, 2018 Pursuant to NRS 17.090 through NRS 17.110

06/13/2018 Reset by Court to 08/06/2018

08/06/2018 Reset by Court to 08/07/2018

08/07/2018 Reset by Court to 09/26/2018

09/26/2018 Reset by Court to 10/17/2018

10/17/2018 Reset by Court to 10/17/2018

11/01/2018 **Notice of Rescheduling of Hearing**

Notice of Rescheduling of Hearing

11/02/2018 **Notice of Rescheduling of Hearing**

Notice of Rescheduling of Hearing

11/07/2018 *CANCELED* **Evidentiary Hearing** (1:30 PM) (Judicial Officer Earley, Kerry)

Vacated

11/27/2018 *CANCELED* **Motion to Continue** (9:00 AM) (Judicial Officer Earley, Kerry)

Vacated

Defendant's Emergency Motion to Continue the Evidentiary Hearing That is Currently Set for October 17, 2018 at 1:30PM

12/07/2018 **Status Report**

Status Update

12/13/2018 *CANCELED* **Evidentiary Hearing** (9:00 AM) (Judicial Officer Earley, Kerry)

Vacated

11/09/2018 Reset by Court to 12/13/2018

01/10/2019 **Stipulation and Order**

Stipulation and Order

01/15/2019 **Status Report**
Status Update
02/05/2019 **Notice of Hearing**
Notice of Hearing
02/12/2019 **Status Check: Status of Case** (9:00 AM) (Judicial Officer Earley, Kerry)
Parties Present
Minutes
Result: Briefing Schedule Set
02/25/2019 **Brief**
Defendants' Brief for Motion Hearing on April 18, 2019
02/25/2019 **Appendix**
Defendants' Appendix for Defendants' Brief for Motion Hearing on April 18, 2019
03/01/2019 **Order**
Order for February 12, 2019 Status Check
03/01/2019 **Notice of Entry of Order**
Notice of Entry of Order for February 12, 2019 Status Check
03/14/2019 **Opposition**
Plaintiff's Opposition to Defendants' Brief for Motion Hearing on April 18, 2019
03/14/2019 **Appendix**
Appendix to Plaintiff's Oppostion to Defendants' Brief for Motion Hearing on april 18, 2019
03/19/2019 **Reply**
Defendants' Reply to Brief for Motion Hearing on April 18, 2019
04/16/2019 **Notice of Rescheduling of Hearing**
Notice of Rescheduling of Hearing
04/25/2019 **Minute Order** (9:00 AM) (Judicial Officer Earley, Kerry)
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, filed on March 4, 2018; and all subsequent pleadings filed by all parties related to this motion, including Defendant s Brief for Motion Hearing on April 18, 2019, filed February 25, 2019, and Plaintiff s Opposition to Defendant s Brief for Motion Hearing on April 18, 2019, filed March 14, 2019.
Minutes
Result: Minute Order - No Hearing Held
05/01/2019 **Minute Order** (7:30 AM) (Judicial Officer Earley, Kerry)
Minutes
Result: Minute Order - No Hearing Held
05/07/2019 *CANCELED* **Hearing** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated
Hearing: Defendant's Brief for Motion
04/18/2019 Reset by Court to 05/07/2019
05/17/2019 **Order**
April 25, 2019 Order Re: Defendants' Brief for Motion Hearing on April 18, 2019
05/17/2019 **Order**
May 1, 2019 Order Re: Bond
05/17/2019 **Notice of Entry of Order**
Notice of Entry of May 1, 2019 Order Re: Bond
05/17/2019 **Notice of Entry of Order**
Notice of Entry of April 25, 2019 Order Re: Defendants' Brief For Motion Hearing on April 18, 2019
06/12/2019 **Clerk's Notice of Hearing**
Notice of Hearing
07/18/2019 *CANCELED* **Motion to Extend Discovery** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - per Secretary
Motion to Extend Discovery Deadlines and Continue Trial (First Request)
07/25/2019 *CANCELED* **Evidentiary Hearing** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - per Secretary
03/17/2020 *CANCELED* **Pre Trial Conference** (8:30 AM) (Judicial Officer Earley, Kerry)
Vacated - per Secretary
04/13/2020 *CANCELED* **Calendar Call** (8:30 AM) (Judicial Officer Earley, Kerry)
Vacated - per Secretary
04/20/2020 *CANCELED* **Jury Trial** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - per Secretary

FINANCIAL INFORMATION

Defendant Boulevard Furniture, Inc.

Total Financial Assessment			283.0(
Total Payments and Credits			283.0(
Balance Due as of 01/14/2020			**0.0(**
03/05/2018 Transaction Assessment			283.0(
03/05/2018 Efile Payment	Receipt # 2018-15857-CCCLK	Boulevard Furniture, Inc.	(283.00

Plaintiff Ahders, Michael

Total Financial Assessment	28.0(

	Total Payments and Credits			28.0
	Balance Due as of 01/14/2020			**0.0**
02/27/2018	Transaction Assessment			28.0
02/27/2018	Efile Payment	Receipt # 2018-14127-CCCLK	Ahders, Michael	(28.00

EXHIBIT "11"

Register of Actions for
Case No. A-17-756274-C

REGISTER OF ACTIONS

CASE NO. A-18-770121-C

Michael Ahders, Plaintiff(s) vs. Boulevard Furniture, Inc., Defendant(s)	§	Case Type:	Other Civil Matters
	§	Date Filed:	02/23/2018
	§	Location:	Department 4
	§	Cross-Reference Case Number:	A770121
	§		
	§		

RELATED CASE INFORMATION

Related Cases
A-17-756274-C (Consolidated)

PARTY INFORMATION

		Lead Attorneys
Defendant	**Boulevard Furniture, Inc.** 3500 S Maryland Parkwya Suite 171 Las Vegas, NV 89169	**Daniel Marks** *Retained* 702-386-0536(W)
Defendant	**Brown, Shafik** 7560 Jacaranda Bay Street Las Vegas, NV 89139	**Daniel Marks** *Retained* 702-386-0536(W)
Defendant	**Hirji, Shafik** 7560 Jacaranda Bay Street Las Vegas, NV 89139	**Daniel Marks** *Retained* 702-386-0536(W)
Plaintiff	**Ahders, Michael**	**Michael D. Mazur, ESQ** *Retained* 702-564-3128(W)

EVENTS & ORDERS OF THE COURT

DISPOSITIONS

02/23/2018 **Confession of Judgment** (Judicial Officer: Wiese, Jerry A.)
Debtors: Boulevard Furniture, Inc. (Defendant), Shafik Hirji (Defendant), Shafik Brown (Defendant)
Creditors: Michael Ahders (Plaintiff)
Judgment: 02/23/2018, Docketed: 03/02/2018
Total Judgment: 100,000.00

OTHER EVENTS AND HEARINGS

02/23/2018 **Confession of Judgment**
Confession of Judgment

02/27/2018 **Notice of Entry of Judgment**
Notice of Entry of Confession of Judgment

03/04/2018 **Appendix**
Defendants' Appendix for Motion to Vacate the Confession of Judgment and Related Relief

03/04/2018 **Motion to Vacate**
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 NRCP62; and/or Motion to Consolidate with Case No. A-17-756274-C Pursuant to NRCP 42

03/05/2018 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure (NRS Chapter 19)

03/05/2018 **Motion to Consolidate**
Defendants' Motion to Consolidate

03/06/2018 **Certificate of Service**
Certificate of Service

03/07/2018 **Order Shortening Time**
Order Shortening Time

03/07/2018 **Notice of Entry of Order**
Notice of Entry of Order Shortening Time

03/19/2018 **Opposition to Motion**
Opposition to Motion to Consolidate

03/21/2018 **Motion to Consolidate** (9:00 AM) (Judicial Officer Bailus, I
Defendants' Motion to Consolidate Case No A-18-770121 [illegible] suant to NRCP 42 and EDCR 2.50
Parties Present

Minutes

04/11/2018 Reset by Court to 03/21/2018

Result: Continued

03/23/2018 **Opposition to Motion**

Opposition to Motion to Vacate the Confession of Judgment

03/29/2018 **Reply to Motion**

Reply to 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; Appendix to Defendant s Motion to Vacate, Defendants Motion to Consolidate Case No. A-18-770121-C With this Case Pursuant to NRCP 42.

04/05/2018 **Motion to Vacate** (9:00 AM) (Judicial Officer Wiese, Jerry A.)

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

Parties Present

Minutes

Result: Matter Heard

04/11/2018 **Motion to Consolidate** (9:00 AM) (Judicial Officer Bailus, Mark B)

Defendants' Motion to Consolidate Case No A-18-770121-C with This Case Pursuant to NRCP 42 and EDCR 2.50

Parties Present

Minutes

Result: Withdrawn

05/31/2018 **Order**

Order Regarding Defendants' Motion to Vacate the Confession of Judgment Entered on February 27, 2018 and for Related Relief.

06/01/2018 **Notice of Entry of Order**

Notice of Entry of Order

06/01/2018 **Notice of Posting Bond**

Notice of Posting of Bond

06/28/2018 **Stipulation and Order**

Stipulation and Agreement to Continue Hearing

06/29/2018 **Notice of Entry**

Notice of Entry of Stipulation and Agreement to Continue Hearing

07/02/2018 **Case Reassigned to Department 4**

Reassigned From Judge Wiese - Dept 30

07/13/2018 **Stipulation and Order**

Stipulation and Order to Continue the August 7, 2018 Hearing

07/13/2018 **Notice of Entry of Stipulation and Order**

Notice of Entry of Stipulation and Order to Continue the August 7, 2018 Hearing (Second Request)

09/12/2018 **Notice of Rescheduling of Hearing**

Notice of Rescheduling of Hearing

10/02/2018 **Notice of Hearing**

Notice of Hearing

10/04/2018 **Motion to Continue**

Defendants' Emergency Motion to Continue the Evidentary Hearing That is Currently Set for October 17, 2018 at 1:30 p.m.

10/10/2018 **Notice of Rescheduling of Hearing**

Notice of Rescheduling of Hearing

10/10/2018 **Stipulation and Order**

Stipulation and Order to Continue the October 17, 2018 Hearing (Third Request)

10/10/2018 **Notice of Entry of Stipulation and Order**

Notice of Entry of Stipulation and Order to Continue The October 17, 2018 Hearing

10/17/2018 *CANCELED* **Evidentiary Hearing** (1:30 PM) (Judicial Officer Earley, Kerry)

Vacated - per Stipulation and Order

Evidentiary Hearing: Defendants' Motion to Vacate the Confession of Judgment Entered on February 27, 2018 Pursuant to NRS 17.090 through NRS 17.110

06/13/2018 Reset by Court to 08/06/2018

08/06/2018 Reset by Court to 08/07/2018

08/07/2018 Reset by Court to 09/26/2018

09/26/2018 Reset by Court to 10/17/2018

10/17/2018 Reset by Court to 10/17/2018

11/01/2018 **Notice of Rescheduling of Hearing**

Notice of Rescheduling of Hearing

11/02/2018 **Notice of Rescheduling of Hearing**

Notice of Rescheduling of Hearing

11/07/2018 *CANCELED* **Evidentiary Hearing** (1:30 PM) (Judicial Officer Earley, Kerry)

Vacated

11/27/2018 *CANCELED* **Motion to Continue** (9:00 AM) (Judicial Officer Earley, Kerry)

Vacated

Defendant's Emergency Motion to Continue the Evidentiary Hearing That is Currently Set for October 17, 2018 at 1:30PM

12/07/2018 **Status Report**

Status Update

12/13/2018 *CANCELED* **Evidentiary Hearing** (9:00 AM) (Judicial Officer Earley, Kerry)

Vacated

11/09/2018 Reset by Court to 12/13/2018

01/10/2019 **Stipulation and Order**

Stipulation and Order

01/15/2019 **Status Report**
Status Update
02/05/2019 **Notice of Hearing**
Notice of Hearing
02/12/2019 **Status Check: Status of Case** (9:00 AM) (Judicial Officer Earley, Kerry)
Parties Present
Minutes
Result: Briefing Schedule Set
02/25/2019 **Brief**
Defendants' Brief for Motion Hearing on April 18, 2019
02/25/2019 **Appendix**
Defendants' Appendix for Defendants' Brief for Motion Hearing on April 18, 2019
03/01/2019 **Order**
Order for February 12, 2019 Status Check
03/01/2019 **Notice of Entry of Order**
Notice of Entry of Order for February 12, 2019 Status Check
03/14/2019 **Opposition**
Plaintiff's Opposition to Defendants' Brief for Motion Hearing on April 18, 2019
03/14/2019 **Appendix**
Appendix to Plaintiff's Oppostion to Defendants' Brief for Motion Hearing on april 18, 2019
03/19/2019 **Reply**
Defendants' Reply to Brief for Motion Hearing on April 18, 2019
04/16/2019 **Notice of Rescheduling of Hearing**
Notice of Rescheduling of Hearing
04/25/2019 **Minute Order** (9:00 AM) (Judicial Officer Earley, Kerry)
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, filed on March 4, 2018; and all subsequent pleadings filed by all parties related to this motion, including Defendant s Brief for Motion Hearing on April 18, 2019, filed February 25, 2019, and Plaintiff s Opposition to Defendant s Brief for Motion Hearing on April 18, 2019, filed March 14, 2019.
Minutes
Result: Minute Order - No Hearing Held
05/01/2019 **Minute Order** (7:30 AM) (Judicial Officer Earley, Kerry)
Minutes
Result: Minute Order - No Hearing Held
05/07/2019 *CANCELED* **Hearing** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated
Hearing: Defendant's Brief for Motion
04/18/2019 Reset by Court to 05/07/2019
05/17/2019 **Order**
April 25, 2019 Order Re: Defendants' Brief for Motion Hearing on April 18, 2019
05/17/2019 **Order**
May 1, 2019 Order Re: Bond
05/17/2019 **Notice of Entry of Order**
Notice of Entry of May 1, 2019 Order Re: Bond
05/17/2019 **Notice of Entry of Order**
Notice of Entry of April 25, 2019 Order Re: Defendants' Brief For Motion Hearing on April 18, 2019
06/12/2019 **Clerk's Notice of Hearing**
Notice of Hearing
07/18/2019 *CANCELED* **Motion to Extend Discovery** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - per Secretary
Motion to Extend Discovery Deadlines and Continue Trial (First Request)
07/25/2019 *CANCELED* **Evidentiary Hearing** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - per Secretary
03/17/2020 *CANCELED* **Pre Trial Conference** (8:30 AM) (Judicial Officer Earley, Kerry)
Vacated - per Secretary
04/13/2020 *CANCELED* **Calendar Call** (8:30 AM) (Judicial Officer Earley, Kerry)
Vacated - per Secretary
04/20/2020 *CANCELED* **Jury Trial** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - per Secretary

FINANCIAL INFORMATION

Defendant Boulevard Furniture, Inc.

Total Financial Assessment			283.0
Total Payments and Credits			283.0
Balance Due as of 01/14/2020			**0.0**
03/05/2018 Transaction Assessment			283.0
03/05/2018 Efile Payment	Receipt # 2018-15857-CCCLK	Boulevard Furniture, Inc.	(283.00

Plaintiff Ahders, Michael

Total Financial Assessment	28.0

	Total Payments and Credits			28.0
	Balance Due as of 01/14/2020			**0.0**
02/27/2018	Transaction Assessment			28.0
02/27/2018	Efile Payment	Receipt # 2018-14127-CCCLK	Ahders, Michael	(28.00

REGISTER OF ACTIONS

CASE NO. A-17-756274-C

Steven Barket, Plaintiff(s) vs. Shafik Hirji, Defendant(s)

§
§
§
§
§
§

Case Type: Intentional Misconduct
Date Filed: 06/01/2017
Location: Department 4
Cross-Reference Case Number: A756274

RELATED CASE INFORMATION

Related Cases
A-18-770121-C (Consolidated)

PARTY INFORMATION

Counter Claimant	**Brown, Shafik**	**Lead Attorneys** **Daniel Marks** *Retained* 702-386-0536(W)
Counter Claimant	**Furniture Boutique LLC**	**Daniel Marks** *Retained* 702-386-0536(W)
Counter Claimant	**Hirji, Shafik** 7630 Jacaranda Bay Street Las Vegas, NV 89139	**Daniel Marks** *Retained* 702-386-0536(W)
Counter Claimant	**Sharda, Navneet**	**Harold P. Gewerter** *Retained* 702-476-5101(W)
Counter Claimant	**Trata Inc.**	**Harold P. Gewerter** *Retained* 702-476-5101(W)
Counter Defendant	**Barket, Steven** 1384 Ruby Sky CT Henderson, NV 89052	**Charles E. Barnabi** *Retained* 702-475-8903(W)
Counter Defendant	**Barket, Steven** 1384 Ruby Sky CT Henderson, NV 89052	**Charles E. Barnabi** *Retained* 702-475-8903(W)
Defendant	**Brown, Shafik**	**Daniel Marks** *Retained* 702-386-0536(W)
Defendant	**Furniture Boutique LLC**	**Daniel Marks** *Retained* 702-386-0536(W)
Defendant	**Hirji, Shafik** 7630 Jacaranda Bay Street Las Vegas, NV 89139	**Daniel Marks** *Retained* 702-386-0536(W)
Defendant	**Sharda, Navneet**	**Harold P. Gewerter** *Retained* 702-476-5101(W)
Plaintiff	**Barket, Steven**	**Charles E. Barnabi**

EVENTS & ORDERS OF THE COURT

DISPOSITIONS

09/28/2017 **Order of Dismissal** (Judicial Officer: Bailus, Mark B)
Debtors: Steven Barket (Plaintiff), G65 Ventures LLC (Plaintiff)
Creditors: Shafik Hirji (Defendant), Furniture Boutique LLC (Defendant)
Judgment: 09/28/2017, Docketed: 09/29/2017
Comment: Certain Causes

OTHER EVENTS AND HEARINGS

06/01/2017 **Complaint**
Verified Complaint
06/01/2017 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure (NRS Chapter 19)
06/02/2017 **Summons Electronically Issued - Service Pending**
Summons
06/12/2017 **Proof of Service**
Proof of Service
06/12/2017 **Proof of Service**
Proof of Service
06/26/2017 **Notice of Appearance**
Notice of Appearance of Counsel for Defendant
06/26/2017 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure (NRS Chapeter 19)
06/29/2017 **Motion to Dismiss**
Motion to Dismiss
06/30/2017 **Three Day Notice of Intent to Default**
Three Day Notice of Intention to Enter Default
07/05/2017 **Certificate of Mailing**
Certificate of Mailing
07/20/2017 **Opposition to Motion**
Plaintiff's Opposition to Defendant's Motion to Dismiss Complaint
07/25/2017 **Reply to Motion**
Reply to Motion to Dismiss
08/01/2017 **Motion to Dismiss** (9:00 AM) (Judicial Officer Bailus, Mark B)
Defendants, Shafik Hirji, Shafik Brown, and Furniture Boutique, LLC's Motion to Dismiss
Parties Present
Minutes
Result: Granted in Part
08/11/2017 **Amended Complaint**
Amended Verified Complaint
08/11/2017 **Answer to Complaint**
Answer To Complaint And Counterclaim
08/11/2017 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure (NRS CHAPTER 19)
08/31/2017 **Answer to Counterclaim**
Answer to Counterclaim
09/05/2017 **Answer and Counterclaim**
Answer to Amended Vertified Complaint and Counterclaim
09/22/2017 **Motion to Dismiss**
Plaintiff/Counter-Defendant's Motion to Dismiss Counterclaim Pursuant to NRCP 12(b)(5)
09/28/2017 **Order**
Order Regarding Defendants' Motion to Dismiss
09/29/2017 **Notice of Entry of Order**
Notice of Entry of Ordre Regarding Defendants' Motion to Dismiss
10/10/2017 **Opposition to Motion**
Counterclaimants' Opposition to Motion to Dismiss
10/25/2017 **Motion to Dismiss** (9:00 AM) (Judicial Officer Bailus, Mark B)
Plaintiff's/Counter-Defendant's Motion to Dismiss Counterclaim Pursuant to NRCP 12(b)(5)
Parties Present
Minutes
Result: Continued
10/30/2017 **Reply in Support**
Plaintiff/Counter Defendant's Reply in Support of Motion to Dismiss Counterclaim Pursuant to NRCP 12(b)(5)
11/01/2017 **Motion to Dismiss** (9:00 AM) (Judicial Officer Bailus, Mark B)
Plaintiff's/Counter-Defendant's Motion to Dismiss Counterclaim Pursuant to NRCP 12(b)(5)
Parties Present
Minutes
Result: Denied Without Prejudice
11/08/2017 **Commissioners Decision on Request for Exemption - Granted**
Commissioner's Decision on Request for Exemption - Granted
12/08/2017 **Order**
Order Regarding Plaintiffs'/Counter-Defendants' Motion to Dismiss Counterclaim Pursuant to NRCP 12(b)(5)

12/08/2017 **Notice of Entry of Order**
Notice of Entry of Order Regarding Plaintiffs'/Counter-Defendants' Motion to Dismiss Counterclaim Pursuant to NRCP 12(b)(5)
12/13/2017 **Arbitration File**
Arbitration File
12/13/2017 **Answer to Counterclaim**
Answer to Counterclaim
01/03/2018 **Notice of Early Case Conference**
Notice of Early Case Conference
03/05/2018 **Motion to Consolidate**
Defendants' Motion to Consolidate Case No. A-18-770121-C with This Case Pursuant to NRCP 42 and EDCR 2.50
03/05/2018 **Appendix**
Defendants' Appendix for Motion to Consolidate Case No. A-18-770121-C with This Case Pursuant to NRCP 42 and EDCR 2.50
03/06/2018 **Certificate of Service**
Certificate of Service
03/07/2018 **Order Shortening Time**
Order Shortening Time
03/07/2018 **Ex Parte Application**
Ex Parte Application for an Order Shortening Time
03/07/2018 **Notice of Entry of Order**
Notice of Entry of Order Shortening Time
03/20/2018 **Opposition to Motion**
Opposition to Motion to Consolidate
03/21/2018 **Motion to Consolidate** (9:00 AM) (Judicial Officer Bailus, Mark B)
Defendants' Motion to Consolidate Case No A-18-770121-C with This Case Pursuant to NRCP 42 and EDCR 2.50
Parties Present
Minutes
04/11/2018 Reset by Court to 03/21/2018
Result: Stayed
04/11/2018 **Motion to Consolidate** (9:00 AM) (Judicial Officer Bailus, Mark B)
Defendants' Motion to Consolidate Case No A-18-770121-C with This Case Pursuant to NRCP 42 and EDCR 2.50
Parties Present
Minutes
Result: Withdrawn
05/17/2018 **Motion to Dismiss**
Defendants' Motiont to Dismiss Pursuant to NRCP 16.1 (e)
06/11/2018 **Opposition**
Plaintiffs' Opposition to Defendants' Motion to Dismiss Plaintiffs' Complaint Pursuant to NRCP 16.1(e)
06/15/2018 **Reply to Motion**
Reply to Defendants' Motion to Dismiss Pursuant to NRCP 16.1(e)
06/27/2018 **Motion to Dismiss** (9:00 AM) (Judicial Officer Bailus, Mark B)
Defendant's Motion to Dismiss Pursuant to NRCP 16.1(e)
Parties Present
Minutes
06/20/2018 Reset by Court to 06/27/2018
Result: Denied
07/03/2018 **Demand for Jury Trial**
Demand for Jury Trial
07/05/2018 **Joint Case Conference Report**
JOint Case Conference Report
08/01/2018 **Notice to Appear for Discovery Conference**
Notice to Appear for Discovery Conference
08/16/2018 **Amended Joint Case Conference Report**
Amended Joint Case Conference Report
08/21/2018 *CANCELED* **Discovery Conference** (10:30 AM) (Judicial Officer Bulla, Bonnie)
Vacated
Discovery Conference
08/30/2018 **Scheduling Order**
Scheduling Order
09/10/2018 **Order Setting Jury Trial**
Order Setting Jury Trial
10/10/2018 **Motion to Enforce**
Motion to Enforce Settlement Agreement and for an Award of Attorney's Fees and Costs
10/17/2018 **Substitution of Attorney**
Substitution of Counsel
11/02/2018 **Opposition**
Opposition to Motion to Enforce Settlement Agreement and for an Award of Attorney's Fees and Costs
12/11/2018 **Notice of Appearance**
Notice of Appearance
12/13/2018 **Notice of Change of Hearing**
Notice of Change of Hearing
12/14/2018 **Withdrawal**
Notice of Withdrawal
01/07/2019 **Case Reassigned to Department 9**
Judicial Reassignment - From Judge Bailus to Vacant, Dep
01/10/2019 **Reply in Support**

Reply in Support of Motion to Enforce Settlement Agreement and for an Award of Attorney's Fees and Costs

01/17/2019 **Motion to Enforce** (8:30 AM) (Judicial Officer Thompson, Charles)
Motion to Enforce Settlement Agreement and for an Award of Attorney's Fees and Costs

Parties Present

Minutes

11/27/2018 Reset by Court to 12/18/2018

12/18/2018 Reset by Court to 01/17/2019

01/17/2019 Reset by Court to 01/17/2019

Result: Matter Heard

02/11/2019 **Notice of Rescheduling**
Notice of Rescheduling of Trial Date, Pretrial Conference, and Calendar Call

02/21/2019 **Stipulation and Order**
Stipulation and Order to Continue Evidentiary Hearing

03/29/2019 **Stipulation and Order to Extend Discovery Deadlines**
Stipulation and Order to Extend Discovery Deadline Dates and Trial (First Request)

04/03/2019 **Notice of Entry of Order**
Notice of Entry of Order

04/23/2019 **Motion to Withdraw As Counsel**
Motion to Withdraw as Counsel of Record

04/24/2019 **Stipulation and Order**
Stipulation and Order to Continue Evidentiary Hearing

04/24/2019 **Notice of Entry of Order**
Notice of Entry of Order

04/25/2019 **Non Opposition**
Defedants' Non-Opposition to Charles Barnabi Esq.'s Motion to Withdraw as Counsel for Record for Plaintiffs

04/29/2019 **Case Reassigned to Department 8**
Judicial Reassignment to Department 8 - Vacant DC8 Judge

05/28/2019 **Notice of Department Reassignment**
Notice of Department Reassignment

06/04/2019 **Order Granting Motion**
Order Granting Motion to Withdraw as Counsel for Plaintiffs / Counter-Defendants

06/05/2019 **Notice of Entry of Order**
Notice of Entry of Order

06/12/2019 **Motion to Extend Discovery**
Motion to Extend Discovery Deadlines and Continue Trial (First Request)

06/28/2019 **Clerk's Notice of Hearing**
Notice of Hearing

07/09/2019 *CANCELED* **Pre Trial Conference** (8:30 AM) (Judicial Officer Vacant, DC 9)
Vacated - per Stipulation and Order

06/11/2019 Reset by Court to 06/11/2019

06/11/2019 Reset by Court to 07/09/2019

07/12/2019 **Minute Order** (10:31 AM) (Judicial Officer Earley, Kerry)
re: Motion to Extend Discovery Deadlines and Continue Trial (First Request)

Minutes

Result: Minute Order - No Hearing Held

07/18/2019 *CANCELED* **Motion to Extend Discovery** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - per Judge
Motion to Extend Discovery Deadlines and Continue Trial (First Request)

07/25/2019 *CANCELED* **Evidentiary Hearing** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - Case Reassigned

02/15/2019 Reset by Court to 04/26/2019

04/26/2019 Reset by Court to 07/25/2019

07/25/2019 Reset by Court to 07/25/2019

07/25/2019 Reset by Court to 07/25/2019

08/05/2019 *CANCELED* **Calendar Call** (8:30 AM) (Judicial Officer Vacant, DC 9)
Vacated - per Stipulation and Order

07/23/2019 Reset by Court to 07/23/2019

07/23/2019 Reset by Court to 08/05/2019

08/12/2019 *CANCELED* **Jury Trial** (9:00 AM) (Judicial Officer Vacant, DC 9)
Vacated - per Stipulation and Order

08/05/2019 Reset by Court to 08/05/2019

08/05/2019 Reset by Court to 08/12/2019

08/22/2019 **Notice of Change of Address**
Notice of Change of Address

09/19/2019 **Notice of Withdrawal**
Notice of Withdrawal of Motion to Enforce Settlement Agreement and for an Award of Attorney's Fees and Costs

09/24/2019 *CANCELED* **Evidentiary Hearing** (11:00 AM) (Judicial Officer Earley, Kerry)
Vacated
Evidentiary Hearing - Motion to Enforce Settlement Agreement

07/25/2019 Reset by Court to 09/24/2019

10/08/2019 **Order**
July 12, 2019 Order Re: Defendants' Motion to Extend Discovery Deadlines and Continue Trial (First Request)

10/09/2019 **Notice of Entry of Order**
Notice of Entry of July 12, 2019 Order Re: Defendants' Motion to Extend Discovery Deadlines and Continue Trial
10/30/2019 **Amended Order Setting Jury Trial**
AMENDED ORDER SETTING JURY TRIAL
10/31/2019 **Motion**
Counterclaimants' Motion to Declare Respones to Admissions Deemed Admited
11/01/2019 **Clerk's Notice of Hearing**
Notice of Hearing
11/14/2019 **Opposition and Countermotion**
Opposition to Counterclaimants' Motion to Declare Responses to Admissions Deemed Admitted and Counter-Motion Pursuant to NRCP 36(b)
11/27/2019 **Notice of Rescheduling of Hearing**
MOTION TO DEEM REQUESTS
11/27/2019 **Reply to Opposition**
Counterclaimants' Reply to Opposition to Motion to Declare Responses to Admissions Deemed Admitted and Countermotion Pursuant to NRCP 36(b,
12/16/2019 **Motion to Deem Requests for Admissions Admitted** (3:00 AM) (Judicial Officer Earley, Kerry)
Counterclaimants' Motion to Declare Respones to Admissions Deemed Admited
12/05/2019 Reset by Court to 12/16/2019
12/31/2019 **Motion**
Counterclaimants' Motion to Declare Responses to Admissions Deemed Admitted
12/31/2019 **Clerk's Notice of Hearing**
Notice of Hearing
01/02/2020 **Motion to Compel**
Counterclaimants' Motion to Compel
01/02/2020 **Clerk's Notice of Hearing**
Notice of Hearing
01/13/2020 **Opposition and Countermotion**
Opposition to Counterclaimants' Motion to Declare Responses to Admissions Deemed Admitted and Counter-Motion Pursuant to NRCP 36(b)
02/04/2020 **Opposition and Countermotion** (9:00 AM) (Judicial Officer Earley, Kerry)
Opposition to Counterclaimant's Motion to Declare Responses to Admissions Deemed Admitted and Counter-Motion Pursuant to NRCP36(b)
12/05/2019 Reset by Court to 12/16/2019
12/16/2019 Reset by Court to 02/04/2020
02/04/2020 **Motion** (9:00 AM) (Judicial Officer Truman, Erin)
Counterclaimants' Motion to Declare Responses to Admissions Deemed Admitted
02/04/2020 **Motion to Compel** (9:00 AM) (Judicial Officer Truman, Erin)
Counterclaimants' Motion to Compel
02/04/2020 **Opposition and Countermotion** (9:00 AM) (Judicial Officer Earley, Kerry)
Plaintiff's Opposition to Counterclaimants' Motion to Declare Responses to Admissions Deemed Admitted and Counter-Motion Pursuant to NRCP 36 (b)
03/17/2020 *CANCELED* **Pre Trial Conference** (8:30 AM) (Judicial Officer Earley, Kerry)
Vacated - Case Reassigned
03/17/2020 Reset by Court to 03/17/2020
03/17/2020 Reset by Court to 03/17/2020
03/17/2020 *CANCELED* **Pre Trial Conference** (8:30 AM) (Judicial Officer Earley, Kerry)
Vacated
04/13/2020 *CANCELED* **Calendar Call** (8:30 AM) (Judicial Officer Earley, Kerry)
Vacated - Case Reassigned
04/13/2020 Reset by Court to 04/13/2020
04/13/2020 Reset by Court to 04/13/2020
04/13/2020 *CANCELED* **Calendar Call** (8:30 AM) (Judicial Officer Earley, Kerry)
Vacated
04/20/2020 *CANCELED* **Jury Trial** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - Case Reassigned
04/20/2020 Reset by Court to 04/20/2020
04/20/2020 Reset by Court to 04/20/2020
04/20/2020 *CANCELED* **Jury Trial** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated
06/11/2020 **Calendar Call** (11:00 AM) (Judicial Officer Earley, Kerry)
06/04/2020 Reset by Court to 06/11/2020
06/29/2020 **Jury Trial** (9:00 AM) (Judicial Officer Earley, Kerry)
05/26/2020 Reset by Court to 06/29/2020
06/22/2020 Reset by Court to 05/26/2020

FINANCIAL INFORMATION

	Counter Claimant Hirji, Shafik			
	Total Financial Assessment			283.0(
	Total Payments and Credits			283.0(
	Balance Due as of 01/14/2020			**0.0(**
06/27/2017	Transaction Assessment			283.0(
06/27/2017	Efile Payment	Receipt # 2017-53248-CCCLK	Hirji, Shafik	(283.00

	Counter Claimant Sharda, Navneet			
	Total Financial Assessment			253.0
	Total Payments and Credits			253.0
	Balance Due as of 01/14/2020			**0.0**
08/14/2017	Transaction Assessment			253.0
08/14/2017	Efile Payment	Receipt # 2017-64293-CCCLK	Sharda, Navneet	(253.00

	Counter Defendant Barket, Steven			
	Total Financial Assessment			307.5
	Total Payments and Credits			307.5
	Balance Due as of 01/14/2020			**0.0**
06/02/2017	Transaction Assessment			300.0
06/02/2017	Efile Payment	Receipt # 2017-47473-CCCLK	Barket, Steven	(300.00
06/06/2017	Transaction Assessment			7.5
06/06/2017	Payment (Window)	Receipt # 2017-48332-CCCLK	Harry Paul Marquis, CHTD	(7.50

EXHIBIT 7

EXHIBIT 7

[Reserved]

EXHIBIT 8

EXHIBIT 8

Declaration of Steven Barket

DECL
THE BARNABI LAW FIRM, PLLC
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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: Hearing Time:

DECLARATION OF STEVEN BARKET IN SUPPORT OF OPPOSITION TO DEFEDANTS' MOTION TO DISMISS PLAINITFF'S COMPLAINT, ETC.

Steven Barket states and declares as follows:

1. I am a Plaintiff in this matter and familiar with the facts and circumstances surrounding this matter; and make this Declaration on personal knowledge and if necessary prepared to testify regarding the matters contained herein. That I have read the "Brief Statement

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of Facts" and believe the same to be true and correct, with regard to the acts and events for which I was involved.

2. I have a distinguished background[1] having submitted several patent applications, worked for the Navy Engineering Logistics Office ("NELO") at the Pentagon, spoke at several different Secret Service events in regard to security and cyber-security issues[2].

3. I formerly testified for the United States as an expert witness 83 times; I have never been indicted, charged and I am not aware of any pending criminal investigations involving any of my actions.

4. In contrast Shafik Hirji has been indicted for mortgage fraud, has a permanent injunction restraining him from operating any auto repair business, subject to numerous Internal Revenue Service tax liens, defrauded insurers by filing bogus personal injury claims, been sued over 17 times by other parties that are also owed collectively millions of dollars, etc. – all the while claiming he is just a good intentioned Tanzanian immigrant who is too poor to pay his obligations.

5. 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.:

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[1] Along with a distinguished background I am also is a father of seven children from a blended family.

[2] I was privileged to have been invited and attend a conference at the World Trade Centers held by the United States Secret Service, New York electronic Crimes Task Force. *See* name badge and correspondence from Acting SAIC Thomas F. Gruski attached herein as Exhibit 1. At this conference I associated and discussed electronic crimes, cyber- crimes and preventative counter-measures. *See* various business cards from parties that attended the conference, attached herein as Exhibit 2a. I have submitted a patent application which technology would aid 911 callers using cellphones by triangulating their whereabouts, so assistance could be sent expediently. *See* partial patent application attached herein as Exhibit 2b. Also because of my status in the cyber security field I was able to order and ship materials to the Navy Engineering Logistics Office at the Pentagon. *See* Requisition and Invoices forms and FedEx Tracking receipt, attached herein as Exhibit 2c.

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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

6. This also does the above list 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.

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7. 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.

8. 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.

9. 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.

10. 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.

11. In addition to having "user9294504300914" or "adrienneshafik" posts videos of Shafik in dresses, wearing wigs, or having designer Louis Vutton handbags[3] 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.

12. 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.

[3] 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.

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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.)

13. 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.

14. 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.

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

16. 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.

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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.

17. There is no reason why the public should not know that Shafik Brown and Shafik Hirji, or their cohorts cannot be trusted. Also, Hirji and Brown closed all of the furniture locations long ago, Olivia Mexican Restaurant was closed due to an eviction by the landlord and supposedly HIrji is not involved in other businesses, unless he is acting like the "puppet master."

18. Yet Defendants seek to restrain my right of free speech without offering to post a bond, and likewise want to restrict my ability to transfer any notes or agreements which allow me to pursue Defendants for monies owed from loans provided by Navneet Sharda, and his related entities. If Defendants want to restrict my ability to collect against them, they should be required to post a bond.

19. Regardless of the evidentiary hearing and trial related to the assignment of the notes/settlement agreement in *Gordon Silver v. Sharda* case, Sharda has agreed that at least three notes were properly assigned, and there is nothing to restrict the enforcement of those notes.

This statement is made under penalty of perjury.

DATED this 3rd day of September 2020.

_____/s/ Steven Barket_____
Steven Barket

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Dear Sansone Companies,

We have truly enjoyed working with your company over the years it has been a pleasure. You have all been very helpful to us and it means a lot. As you know times are extremely difficult right now. I would like to explain to you what has been going on in our two businesses.

At Spirit Taekwondo, we are currently shut down. Our student count has dropped by 90% and we have got rid of all our employees. We are doing are best to teach classes virtually but with 90% of our students gone we are not making any money. My daughter and her fiancé run the school and they can not even pay their expenses at the moment.

At Purrfect Auto Service, our sales have dropped by 70-80%. We have had to let go of a lot of employees over there. With the sales we are doing we should be closed, but we are currently open hoping that by the time this virus gets under control we are able to be ready to take on the customers that need to get work done.

We have paid rent on time for Spirit Taekwondo for 5 years straight. We have also paid Purrfect Auto Services rent for 17-18 years straight. We have not missed a rent payment on either of these businesses.

We are doing all we can in order to stay in business. We have applied for the loans provided by the SBA including the Economic Injury Disaster Loan, as well as the Paycheck Protection Program Loan.

Unfortunately, because of how these businesses are doing we are not able to pay any rent at this time. We are hoping you will bear with us through these tough times and work with us so we can continue paying you rent in the future. If you have any questions please call me.

Thank You,

Shafik Hirji

DOCUMENT “20”

DOCUMENT “20”

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Steven D. Grierson
CLERK OF THE COURT

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LAW OFFICE OF DANIEL MARKS
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Attorney for Defendants, Shafik Hirji, Shafik Brown, and Furniture Boutique, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN BARKET, an individual; and G65 VENTURES, LLC, a Nevada Limited Liability Company, 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. _____/	Case No.: A-17-756274-C Case No.: A-18-770121-C Dept. No.: IV
NAVEET SHARDA, an individual; TRATA, INC., a Nevada Corporation; Counterclaimants, vs. STEVEN BARKET, an individual, Counterdefendant. _____/	Date of Hearing: 10/20/2020 Time of Hearing: 9:00 a.m. **DEFENDANTS' REPLY TO MOTION TO DISMISS WITH PREJUDICE AND FOR RELATED RELIEF**
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. _____/	

MICHAEL AHDERS, an individual,

Plaintiff,

vs.

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

Defendants.

_____/

DEFENDANTS' REPLY TO MOTION TO DISMISS 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 REQUIRE PLAINTIFF BARKET TO REMOVE ALL WEBSITES REGARDING THE DEFENDANTS AND OTHERS, AND TO ENJOIN BARKET FROM POSTING ANY NEW WEBSITES AGAINST SUCH PERSONS; AND AWARD DEFENDANTS' ATTORNEY'S FEES AND COSTS

COMES NOW the Defendants, Boulevard Furniture, Inc.; Furniture Boutique, LLC, 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, hereby submits their reply to 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; for a permanent injunction to issue to require plaintiff barket to remove all websites regarding the Defendants, their family, their friends, and/or their counsel and enjoin Barket from posting any new websites against such persons; and award Defendants' attorney's fees and costs for having to defend against Plaintiffs' frivolous actions. The grounds for the Defendants' Reply are set forth in the following Memorandum of Points and Authorities.

DATED this 13th day of October, 2020.

LAW OFFICE OF DANIEL MARKS

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TELETHA ZUPAN, ESQ.
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Attorneys for Defendants

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS:

Defendants restate and incorporate herein by reference the facts stated within their 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; for a permanent injunction to issue to require plaintiff barket to remove all websites regarding the Defendants, their family, their friends, and/or their counsel and enjoin Barket from posting any new websites against such persons; and award Defendants' attorney's fees and costs. Defendants also incorporate by reference all relevant facts stated within their other pending pleadings, which are set to be heard on October 20, 2020.

Plaintiffs attempt to attack Shafik Hirji and Shafik Brown's character by referencing a series of litigation that they were involved in spanning nearly two decades to assert that Defendants are con artists, who steal and defraud others. Plaintiffs have not asserted that they were parties to those actions, discussed the pertinent facts or disposition of such cases, which makes the references completely irrelevant to this dispute. Plaintiffs proceed to reference irrelevant social media posts made by Defendant Hirji's girlfriend, who is not a party to this action. Therefore, this Court should disregard the Plaintiffs' irrelevant references.

II. LEGAL ARGUMENT

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

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

The Eighth Judicial District Court Rules (hereafter "EDCR") govern the procedure and administration of the Eighth Judicial District Court and all actions or proceedings cognizable therein. The rules are liberally construed to secure the proper and efficient administration of the business and affairs of the court and to promote and facilitate the administration of justice. See EDCR 1.10. Therefore, this Court has discretion to hear the four pages of Defendants' motion, which exceed the 30 page limit in EDCR 2.20.

The plaintiff has the burden to exercise reasonable diligence in prosecuting an action after it is commenced to avoid the two year discretionary power of dismissal under NRCP 41(e). *Valente v. First Western Sav. And Loan Ass'n*, 90 Nev. 377, 379, 528 P.2d 699, 700 (1974).

The Nevada Supreme Court affirmed the dismissal of an action by the district court where the Plaintiff failed to prosecute his action in accordance with Court Orders. See *Moore v. Cherry*, 90 Nev. 390, 393, 528 P.2d 1018, 1020 (1974)(citing *Sweeny v. Anderson*, 129 F.2d 756, 758 (CA. 10, 1942) ('The elimination of delay in the trial of cases and the prompt dispatch of court business are prerequisites to the proper administration of justice. These goals cannot be attained without the exercise by the courts of diligent supervision over their own dockets. Courts should discourage delay and insist upon prompt disposition of litigation. Every court has the inherent power, in the exercise of a sound judicial discretion, to dismiss a cause for want of prosecution. The duty rests upon the plaintiff to use diligence and to expedite his case to a final determination. The decision of a trial court in dismissing a cause for lack of prosecution will not be disturbed on appeal unless it is made to appear that there has been a gross abuse of discretion.')(Citations omitted).

The Nevada Supreme Court affirmed the district court's grant of a motion to dismiss pursuant to NRCP 41(e) where all the parties had answered, but the record contained innumerable pleadings, dates, statements, transcripts, and docket entries reflecting dilatory conduct in prosecuting the action over a four year period. See *Custom Catering, Inc. v. Local Union No. 226, Culinary & Hotel Serv. Workers Union*, 91 Nev. 334, 335, 536 P.2d 488, 489 (1975). The court reasoned based on the jungle of dates, files, pleadings, and statements that the plaintiffs lost respect for their lawsuit.

In this case, Plaintiffs commenced this action on June 1, 2017. (See Complaint). This case is similar to *Custom Catering* as Plaintiffs failed to exercise reasonable diligence to prosecute this action for more than three years because he never had respect for this lawsuit. Barket concocted a series of schemes with various counsel, which were designed to circumvent and delay this action. (See Exhibit[1] "3"; Exhibit "9" at pp. 38, 40, and 60:12-18; Exhibit "10" at

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[1]The exhibits referenced in this reply are in the Defendants' Appendices filed 7/29/20.

pp. 20:10-16 and 115:6-15; Exhibit "13" at p. 2 in sections II and III; Exhibit "17"; Exhibit "18"; and Exhibit "35"). Therefore, this Court should dismiss Plaintiffs' action with prejudice pursuant to NRCP 41(e) because Defendants made a prima facie showing of unreasonable delay and Plaintiffs failed to exercise reasonable diligence in prosecuting this action.

An action shall be tried on the merits when a plaintiff exercises reasonable diligence in the prosecution of their action. *Hassett v. St. Mary's Hospital Ass'n*, 86 Nev. 900, 903, 478 P.2d 154, 156 (1970). In this case, Plaintiffs failed to present any circumstance that would excuse their delay. Plaintiffs cite to the Covid-19 pandemic and counsel's subsequent health issues, which arose in March 2020. Neither circumstance excuses the almost three year delay, which preceded those events.

(i) Plaintiffs Failed to Provide an Adequate Excuse for the Three Year Delay in the Prosecution of This Action.

Plaintiffs attempt to excuse their failure to exercise reasonable diligence to prosecute this action by asserting that they have had three different firms act as counsel. However, a plaintiff will not be afforded any relief by blaming their freely selected lawyer-agent for a lack of diligence because he is bound by the acts of his lawyer-agent and presumed to have notice of all facts charged upon the attorney. See *Moore v. Cherry*, 90 Nev. 390, 395, 528 P.2d 1018, 1022 (1974); *Custom Catering, Inc. v. Local Union No. 226, Custom Catering, Inc. v. Local Union No. 226, Culinary & Hotel Serv. Workers Union*, 91 Nev. 334, 335, 536 P.2d 488, 489 (1975); and *Monroe, Ltd. v. Cent. Tel. Co., S. Nevada Div.*, 91 Nev. 450, 456, 538 P.2d 152, 156 (1975).

However, Mr. Barnabi worked on the matter when Plaintiffs' were represented by the McDonald Law Office. (See Joint Case Conference Report filed July 5, 2018 at p. 7:15-22). He continued to represent the Plaintiffs after he started his own firm, the Barnabi Law Firm, PLLC, in November 2018. (See Notice of Appearance filed December 11, 2018). As such, Plaintiffs have had the same counsel throughout this matter.

With respect to Mazur & Brooks, P.C., representing Plaintiffs, Barket selected Mr. Mazur as his counsel in the *Gordon Silver action.* Barket used Mazur to secure and execute on a Judgment he purchased against Sharda in the *Gordon Silver action* to force Sharda into a

settlement. The settlement agreement he negotiated with Sharda provided that Barket would coordinate the collection efforts of the Promissory Notes utilizing Mazur & Brooks for an aggressive post-judgment attachment and execution efforts, which Sharda would pay for. (See Exhibit "13" at p. 2 in section III; Exhibit "9" at p. 60:12-18; Declaration of Michael Mazur attached as Exhibit "14" at p. 4:10-13; and Exhibit "16" at pp. 2:19-26 and 12:23-27).

After Barket fabricated a default, in accordance with the settlement agreement Mazur filed COJs in separate actions before different judges in the *Cancer Care action* and *Trata action*. (See Exhibits "17" and "18"). On February 23, 2018, in accordance with the settlement agreement Mazur filed the third COJ in the *Ahders action*, Case No. A-18-770121-C. (See Exhibit "3"; Exhibit "9" at p. 60:12-18; Exhibit "13" at p. 2 in sections II and III ; Declaration of Michael Mazur attached as Exhibit "14" at p. 4:10-13; and Exhibit "16" at pp. 2:19-26 and 12:23-27). On April 25, 2019, this Court held that the Confession of Judgment was void under NRCP 60(b) and set it aside, but consolidated the *Ahders action* with the *Barket action*. (See Exhibit "32"). As such, it is disingenuous for Plaintiffs to assert that because they used Mr. Mazur as counsel it somehow justifies their failure to exercise reasonable diligence to prosecute this action.

In addition, Mr. Barnabi was Plaintiffs' counsel on December 13, 2019, when Barket and Ahders re-filed the *Ahders* COJ, which this Court held as a matter of law to be void and set aside in a new action in Case No. A-19-806944-C before Judge Cory in Department I. On January 15, 2020, Mr. Barnabi filed a notice of appearance on behalf of Plaintiff, Michael Ahders in this consolidated action. At the hearing on January 29, 2020, Judge Cory vacated the COJ with prejudice. Later that day, Plaintiffs filed a Motion for Entry of COJ in this action. (See Exhibit "35" and Exhibit "36").

Further, Mr. Barnabi was Barket's counsel on January 20, 2020, when Barket attempted to circumvent this litigation again by filing another Motion to Enforce the Settlement Agreement in the *Gordon Silver action* before Judge Williams. Barket requested for Judge Williams to dismiss the claims asserted in this action between Barket, Sharda, and Trata and requests for Judge Williams to Order Sharda to assign the original $1,500,000 in promissory notes and COJs

to Barket. The evidentiary hearing is set for March 29, 2021. (See Exhibit "37" at pp. 1:19-23, 2:5-6, 2:9-12, 6:9-14; 7:16-19, 8:6-7 and 9:3 and 9:5-8). Therefore, Plaintiffs use of various counsel is not an adequate excuse for their delay and failure to exercise reasonable diligence to prosecute this action over the last three years as they elected to engage in a series of unsuccessful schemes with various counsel (*Trata*, A-17-763995-C; *Cancer Care*, A-17-763985-C; *Ahders*, A-18-770121-C; and *Ahders*, A-19-806944-C; and *Gordon Silver action,* A-15-712697-C) to circumvent this litigation to deprive the Defendants of a trial on the merits.

(ii) Plaintiffs' Claims Lacks Merit

Plaintiffs' claims are based on the MOU. Under the MOU, Barket was required to invest $1 million dollars. (See Exhibit "6" at p. 1 in the second, fourth and fifth full paragraphs). Barket materially breached the agreement by failing to invest any money with the Defendants. Sharda confirmed in the evidentiary hearing in the *Trata action,* that Barket did not invest any money with the Defendants. (See Affidavit of Shafik Hirji attached at Exhibit "1"; Exhibit "9" at pp. 65:3-9 and 67:3-5; Exhibit "10" at p. 6:18-20; and Affidavit of Shafik Hirji attached at Exhibit "20"). Ahders declaration, which was filed in support of his Opposition to Motion to Vacate the Confession of Judgment, also confirms that Barket did not contribute any money to the investment/loan that he made to the Defendants. (See Declaration of Michael Ahders attached hereto as Exhibit "46"). Therefore, Plaintiffs have attempted to circumvent this litigation by filing five separate actions, which includes but is not limited to the motion that is currently pending before Judge Williams because Plaintiffs' claims lack merit.

With regards to Ahders' underlying promissory note, such claims also lack merit. Barket and Ahders held Barket out as Ahders' partner, who was acting within the scope of their partnership, with apparent authority to bind Ahders when Barket negotiated the terms of the investment/loan, when Barket introduced Ahders to Hirji and Brown, at the time the instruments were negotiated, when Barket demanded and received $445,000.00 from Defendants, and after Hirji informed Ahders that his partner, Barket, demanded and received approximately $375,000. (See Affidavit of Shafik Hirji attached at Exhibit "1"; Exhibit "7"; Declaration of Shafik Hirji attached as Exhibit "8"; Affidavit of Shafik Hirji attached at Exhibit "20"; and Exhibit "39").

Apparent authority arises when a principal holds his agent out as possessing certain authority or permits him to exercise or to represent himself as possessing such authority under circumstances that would estop the principal from denying its existence. *Ellis v. Nelson*, 68 Nev. 410, 233 P.2d 1072 (1951). Ahders placed Barket in a position of authority from the beginning of their business dealings when the investment/loan was negotiated, to the time that Barket demanded and received $445,000.00 form Defendants, and after that time when Ahders said he would talk to Barket about removing the websites because it is bad for business. *Merchant's Bank v. State Bank*, 77 U.S. (10 Wall.) 604, 644, 19 L.Ed. 1008 (1870); Dougherty v. Wells, Fargo & Co., 7 Nev. 368 (1872). A principal is bound by acts of its agent while acting in the course of his employment. *Prell Hotel Corp. v. Antonacci*, 86 Nev. 390, 392, 469 P.2d 399, 400 (1970), and a principal is liable for those acts within the scope of the agent's authority. See *Nevada Nat. Bank v. Gold Star Meat Co.*, 89 Nev. 427, 429–30, 514 P.2d 651, 653 (1973); *The Yellow Jacket Silver Mining Company v. Stevenson*, 5 Nev. 224 (1869); *Ellis v. The Central Pacific Railroad Company of California*, 5 Nev. 255, 256 (1869); *430 *Lonkey v. Succor M & M Co.*, 10 Nev. 17, 19 (1874); *Wright v. Carson Water Co.*, 23 Nev. 39, 42, 42 P. 196, 197 (1895). Ahders failed to dispute these facts or assert that any additional sums are due in his Declaration. (See Declaration of Michael Ahders attached to Plaintiff's Appendix of Exhibits at p. 1). Therefore, Ahders has conceded that his claims lack merit.

Plaintiffs did not dispute that their claims would not be barred by the statute of limitation until 2022 and 2023 or that based on Plaintiffs' past practices and schemes, it is clear that they will continue to initiate new frivolous actions unless, this matter is dismissed with prejudice. Therefore, this Court should dismiss this action with prejudice.

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2. This Court Should Dismiss Plaintiffs' Actions with Prejudice for Abuse of Process.

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

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

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

In furtherance of Barket's scheme, on November 1, 2017, the COJ was filed in the *Cancer Care action*, Case No. A-17-763985-C in Department XVI before Judge Williams to deprive the Defendants of an adjudication of their rights and potential liabilities. (See Exhibit "25"). The same day, the second COJ was filed in the *Trata action*, in Case No. A-17-763995-C in Department VI before Judge Cadish. (See Exhibit "18"). Trata executed and seized approximately $200,000.00 of the Defendants' money and property. In the morning on December 22, 2017, the Laughlin Constable, Barket, and Mazur appeared at Mr. Hirji's residence and executed on a Writ of Execution and seized various items, including vehicles, electronics, and

various other personal property. Barket videotaped the execution and Barket laughed as he told Hirji he owns BAM. (See Affidavit of Shafik Hirji dated December 26, 2017 attached as Exhibit "27" and Exhibit "28").

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

On December 13, 2019, Barket and Ahders re-filed the *Ahders* COJ, which this Court held as a matter of law to be void and set aside in a new action in Case No. A-19-806944-C before Judge Cory in Department I. At the hearing on January 29, 2020, Judge Cory vacated the COJ with prejudice. Later that day, Plaintiffs filed a Motion for Entry of COJ in this action. (See Exhibit "35" and Exhibit "36").

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

(ii) Plaintiff Took Several Willful Actions to Misuse the Process, Which Is Not Proper in the Regular Conduct of the Proceedings.

This case is similar to *Bull v. McCuskey*, 96 Nev. 706, 615 P.2d 957 (1980)(abrogated on other grounds) because both cases lack merit and were filed to coerce a settlement. However, this case is more egregious because Barket engaged in a series of willful acts to misuse the legal process, which is not proper in the regular conduct of the proceedings. He purchased a judgment

and executed on Sharda to force him to enter into a secret settlement agreement, which he would use as a sword and a shield to circumvent this action. He used it for strategic purposes to gag Sharda while he used him as his pawn to manipulate the Defendants. Barket and his counsel, Barnabi and Mazur, have conceded numerous times in the *Gordon Silver action* that Sharda was required to assign the **five** promissory notes to Barket. (See Exhibit "9" at pp. 38 and 40, and Exhibit "16" at pp. 2:19-26 and 12:23-27). Barket essentially called all the shots behind the scenes.

Barket directed Sharda to commit fraud and engage in other misconduct pursuant to NRCP 60(b)(3) so he could increase the overall value of four of the five promissory notes, agreements and other documents and to make them assignable by way of the CIT Agreements. Then, Barket fabricated a default to circumvent this litigation and execute on the Defendants. Then, Barket had Mazur file COJs in separate actions before different judges in the *Cancer Care action* and *Trata action* to harass Defendant even though they the COJs were frivolous because they were obtained by fraud.

On February 23, 2018, Mazur filed another frivolous COJ in the *Ahders' action* in A-18-770121-C as Ahders and Barket, had already received a total of approximately $489,000.00 from the Defendants between November 2016 and December 2017. (See Affidavit of Shafik Hirji attached at Exhibit "1"; Exhibit "3"; Exhibit "7"; Declaration of Shafik Hirji attached as Exhibit "8"; Declaration of Michael Mazur attached as Exhibit "14" at p. 4:10-13 and Exhibit "16" at pp. 2:19-26 and 12:23-27; Affidavit of Shafik Hirji attached at Exhibit "20"; the Declaration of Michael Ahders attached as Exhibit "46"). Ahders failed to dispute these facts or assert that any additional sums are due in his Declaration. (See Declaration of Michael Ahders attached to Plaintiff's Appendix of Exhibits at p. 1). Therefore, this frivolous action was clearly taken to harass the Defendants.

After Defendants successfully beat back all the COJs, Barket re-filed the *Ahders* COJ in a new action in Case No. A-19-806944-C before Judge Cory in Department I on December 13, 2019. This was frivolous as the *Ahders* COJ had already been held as a matter of law to be void and set it aside by this Court. Judge Cory vacated the COJ with prejudice on January 29, 2020.

Later that day, Barket filed a Motion for Entry of COJ in this action, which is frivolous for the reasons discussed above in detail. (See Exhibit "35" and Exhibit "36"). Therefore, these frivolous actions were clearly taken for the ulterior purposes of harassing the Defendants by making the litigation so extensive and tiresome that the Defendants would settle.

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

B. <u>This Court Should Deem Plaintiff, Steven Barket, a Vexatious Litigant.</u>

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

In Plaintiffs' opposition, they merely assert that Defendants' cannot establish that Barket is a vexatious litigant. They do not dispute that Barket's actions and/or the various filings were frivolous. In addition, they do not provide any explanation for his misconduct. This Court has provided Barket with the requisite notice and an opportunity to respond and explain why he should not be declared a vexatious litigant and/or why a restrictive order should not issue. Therefore, this Court should declare Barket a vexatious litigant.

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This Court should issue a restrictive Order based on the adequate record for review, which warrants the issuance of a restrictive order in this case. After Barket initiated this action, he secured a secret settlement agreement with Co-Defendant, Sharda, which he used as a sword and shield to gag Sharda, while using him to obtain better contracts so he could fabricate a default to circumvent this litigation and execute on the Defendants. In furtherance of Barket's scheme, three COJs were filed in separate actions to circumvent this litigation.

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

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

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

COJ that was previously held to be void and set aside.

On January 20, 2020, Barket filed another Motion to Enforce the Settlement Agreement in the *Gordon Silver action,* Case No. A-15-712697-C, before Judge Williams. He requested for Judge Williams to dismiss the claims asserted in this action between Barket, Sharda, and Trata and requested for Judge Williams to Order Sharda to assign the original $1,500,000 in promissory notes and COJs to Barket. (See Exhibit "37" at pp. 1:19-23, 2:5-6, 2:9-12, 6:9-14; 7:16-19, 8:6-7 and 9:3 and 9:5-8). Barket clearly intends to use the four original COJs to file four more frivolous actions to harass Defendants and circumvent this litigation so he can execute on the Defendants. Therefore, based on this record a restrictive order is not only warranted, but necessary to prevent Barket from abusing the legal process to harass Defendants with additional frivolous claims and wrongful executions.

This Court can issue a restrictive order with substantive findings of the frivolous and/or harassing nature of Barket's actions, name the numerous actions that were without merit and substance, which were designed to mislead and misuse the legal system, and explain in detail its reasons why Barket's court access should be restricted based upon the facts and evidence referenced above.

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

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

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

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

The Nevada Supreme Court has recognized that compensatory damages are inadequate in cases involving real property because real property is unique. See *Hansen v. Eighth Judicial Dist. Court ex rel. Cty. of Clark*, 116 Nev. 650, 658, 6 P.3d 982, 987 (2000). The Nevada Supreme Court extended that holding to apply to businesses in *Guion* in holding that as a matter of law that tortious conduct that interferes with the carrying on of plaintiff's business or destroy its custom, its credit or its profits does an irreparable injury and authorizes the issuance of an injunction.

In *Guion*, there was an agreement for Mr. Johnson to place a booth inside Kitty's Palace, a gift shop, to invite customers of Kitty's Palace to attend land sales presentations. See *Guion v. Terra Mktg. of Nevada, Inc.*, 90 Nev. 237 at 239, 523 P.2d at 847. The manager of Kitty's palace, Mr. Guion, asked Mr. Johnson to remove the booth before the contact expired, but Mr. Johnson refused to do so. *Id.* Mr. Guion displayed several signs with false and malicious statements that he attached to his car in front of the booth to discourage persons entering the building from attending the land sales presentations and doing business with Mr. Johnson. *Id.* The Nevada Supreme Court affirmed the district court's decision granting the preliminary injunction holding that while it could not restrain the unjust and malicious statements based solely on the showing of its falsity, equity could restrain such tortious conduct where it is essential to preserve a business or when such acts interferes with the carrying on of plaintiff's business or destroy its custom, its credit or its profits, which does an irreparable injury and authorizes the issuance of an injunction. *Id* at 240.

Guion is the controlling case as the facts are on point. Guion displayed several signs with false and malicious statements that he attached to his car in front of the booth to discourage persons entering the building from attending the land sales presentations and doing business with Mr. Johnson. Similarly, Barket created and sent fliers and post card mailers to discourage persons

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

Barket's actions are more broad and egregious because he also created various websites, including but not limited to, shafikhirji.com; shadyshafik.com; yasminbrown.net; klastv.vegas; and furniturefashionslasvegas.net to smear Hirji, his family, his friends, and their business associates. Barket also created a website/webpage regarding the Defendants' counsel at danielmarksexamined.com. Barket portrayed Hirji, his family, their businesses, and their business associates in a negative light on his various websites and/or web pages by making statements similar to those in the post card mailers to harm the reputation of Hirji, his family, and their business and/or to financially harm Hirji, Brown, their family, and their businesses. (See websites attached hereto as Exhibits "42" through "45"). Defendants have presented substantial evidence of Plaintiff's misconduct and the impact it had on their businesses. (See Exhibit "40"; Declaration of SHafik Hirji attached hereto as Exhibit "41"; and Exhibits "42" through "45"). Therefore, the Defendants do not have an adequate remedy at law because money is insufficient to compensate the Defendants for the public confusion, infringement on their goodwill, and the damage to their reputation in the eyes of their customers and creditors, which Barket caused that ultimately destroyed five of Defendants' businesses.

The cases cited by Plaintiff do not apply. Neither case deals with the type of tortious acts in issue in this case or *Guion*. The Ramada Inns decision, the dispute related to the breach of an exclusive licensing agreement to provide rental services to *Ramada* customers. See *No. One*

Rent-A-Car v. Ramada Inns, Inc., 94 Nev. 779, 780, 587 P.2d 1329, 1330 (1978). *Ramada* breached the agreement by using Econo-Car. *Ramada* did not make any malicious statements or engaging in any tortious conduct to dissuade persons from doing business with *No. One Rent-A-Car*. The Dangberg Holdings decision related to real property and did not involve the type of tortious acts in issue in this case. *Dangberg Holdings Nevada, L.L.C. v. Douglas Cty. & its Bd. of Cty. Comm'rs*, 115 Nev. 129, 143, 978 P.2d 311, 319 (1999).

Plaintiffs failed to dispute that a balancing of equities favors the Defendants. Plaintiffs assert that Defendants cannot show a reasonable likelihood of success on the merits. However, Defendants have shown that they will succeed on the merits. As previously stated, Plaintiffs' claims are based on the MOU, which required Barket to invest $1 million dollars. (See Exhibit "6" at p. 1 in the second, fourth and fifth full paragraphs). Barket materially breached the agreement by failing to invest any money with the Defendants. Barket's partners, Sharda and Ahders confirmed that Barket did not invest any money with the Defendants. (See Exhibit "9" at pp. 65:3-9 and 67:3-5; Exhibit "10" at p. 6:18-20; and Declaration of Michael Ahders attached hereto as Exhibit "46"). Therefore, Defendants have shown a reasonable likelihood of success on the merits.

This Court can order Defendants to post security pursuant to NRCP 65(c) in an amount that it deems appropriate before it issues the injunction. The public has no interest in Barket's false accusations or personal attacks on Defendants, their families, or business associates, which pertains to a matter of private concern, rather than, public concern . Barket accuses Defendants through his statements and/or comments of committing various crimes, including but not limited to, elder abuse, prostitution, and/or financial crimes.

In addition, Barket slammed Nevada's Attorney General, Adam Laxault, on his website for not prosecuting Defendants based upon Barket's outlandish theory of elder abuse. (See Exhibit "42"). Further, Barket created another website to unleashed a personal attack on an account executive at KLAS TV for being a business associate of the Defendants. (See Exhibit ""44). Lastly, Barket created another website to attack Defendants' counsel. (See Exhibit "45"). The pending contract dispute is derived from a private business dispute, which pertains to a

matter of private concern. Therefore, this Court should issue a permanent injunction to require Barket to remove all the websites reference above and enjoin Barket from creating any new websites regarding Defendants, their families, their businesses, and/or other businesses associated with Defendants.

D. <u>This Court Should Award Attorney's Fees and Costs to Defendants</u>.

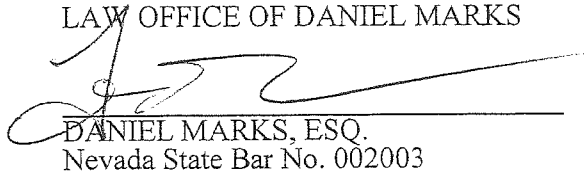
This Court should award Defendants attorney's fees and costs pursuant to NRS 18.010 for having to defend against the various frivolous actions that Plaintiffs initiated to harass the Defendants. This includes this action; the *Ahders action*, Case No. A-18-770121-C, which was consolidated with this action; the *Cancer Care action*, Case No. A-17-763985-C; the *Trata action*, in Case No. A-17-763995-C; and the second *Ahders action*, Case No. A-19-806944-C.

III. CONCLUSION

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

DATED this 13th day of October, 2020.

LAW OFFICE OF DANIEL MARKS



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

CERTIFICATE OF SERVICE

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

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

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

An employee of the
LAW OFFICE OF DANIEL MARKS

DOCUMENT “21”

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Steven D. Grierson
CLERK OF THE COURT

TRATA, INC
NAVNEET N. SHARDA
PRESIDENT
nnsharda@yahoo.com
3509 E. Harmon Ave
Las Vegas, Nevada 89121
Telephone: (702) 547-2273
Facsimile: (702) 547-6818
Plaintiff

EIGHTH JUDICIAL DISTRICTCOURT

CLARK COUNTY, NEVADA

TRATA INC, a Nevada C corporation, Plaintiff, vs. SHAFIK BROWN, an individual, Defendant.	Case No.: Dept. No.:

CONFESSION OF JUDGMENT

Defendant Shafik ~~Hrji~~ Brown (hereinafter referred to as "Defendant") hereby confesses to judgment in the amount of $400,000.00, plus interest in the amount of twenty-five percent (48%) per annum, less any amounts paid pursuant to the Promissory Note dated November 1, 2016, plus accrued interest at the legal rate allowed, unless otherwise satisfied based on the following terms and conditions:

1. This Confession of Judgment is for debt justly due and owing from Defendant to Plaintiff TRATA, INC (hereinafter referred to as "Plaintiff").

2. On or about March 20, 2017, the Defendant entered into a promissory note in the amount of Two Hundred Thousand Dollars ($200,000.00) plus payment of interest over a 2 year period stretching from June 20, 2017 through June 20, 2019.

3. The Note called for monthly $13,000 payment of principal and interest to be paid starting in June 20, 2017 as outlined in the Secured Promissory Note. Defendant has also signed a Personal Guarantee for assurance of repayment as well as a Security Agreement with a UCC1 filing.

4. The Note and Personal Guarantee is attached hereto and incorporated herein by reference.

5. If Defendant fails to adhere to the terms of the Note, 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 the enforcement and collection of this Confession of Judgment.

Dated this 18 day of March, 2017.

SHAFIK BROWN, INDIVIDUALLY

State of Nevada)
) ss
County of Clark)

Subscribed and sworn to before me
this 18 day of ~~November, 2016.~~ March, 2017

Marcia Hungerford
Notary Public

MARCIA HUNGERFORD
Notary Public - State of Nevada
County of Clark
APPT. NO. 03-79895-1
My App. Expires Jan. 22, 2019

200,000 March 15, 2017

Secured Promissory Note

FOR VALUE RECEIVED, the undersigned, SHAFIK BROWN, an individual, and SHAFIK HIRJI, an individual, BOULEVARD FURNITURE, INC., a Nevada Corporation, FURNITURE BOUTIQUE, LLC, a Nevada Limited Liability Corporation, GIZMO EMPOWERED INC, a Nevada Corporation, 5550 INVESTMENTS INC, a Nevada Corporation (collectively the "**Debtor**"), promises to pay Two Hundred Thousand Dollars ($200,000.00), together according to the terms of this secured promissory note (this "Note"), to the order of TRATA, INC. (together with any future holder, the "Lender"). Capitalized terms used but not defined in this Note shall have the meanings assigned to them in the Security Agreement.

1. CONTRACT INTEREST RATE

The Borrower has agreed to repay the principle amount of $200,000.00 ("Principal") plus interest shall be payable as set forth below. Interest payment shall be on a 48% annual repayment schedule.

2. SCHEDULED PAYMENTS

2.1 Monthly Payments

On the twentieth day of June, 2017 and on the twentieth day of each subsequent calendar month through June 2019, the Borrower shall pay an installment in the amount of Thirteen Thousand Dollars ($13,000.00) which consists of $8,000 interest and $5,000 Principal repayment. Monthly installments of principal and interest shall be made when due, regardless of the prior acceptance by the Lender of the unscheduled payments.

2.2 Final Payment

The Loan shall mature on the twentieth day of June 2019 ("Maturity Date"), when the Borrower shall pay its entire remaining principal balance, together with all unpaid 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 ("Loan Documents").

3. APPLICATION OF MONTHLY PAYMENTS

When the Lender receives a monthly principal and interest payment, the Lender shall apply $8000 to interest and then $5,000 to reduction of the principal amount of this Note, unless other amounts are then due under this Note or the other Loan Documents. If other amounts are due when a regular monthly payment is received, the Lender shall apply the payment first to accrued interest and then, at its discretion, either to those other amounts or to principal.

4. LATE CHARGE

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

$5,000 each are accrued by the Borrower in any one month the late fee when paid will serve to move that month's periodic payments that are scheduled but are in addition to.

5. INTEREST LATE CHARGE

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

6. PREPAYMENT

This Note may be prepaid in full without penalty after one year of scheduled payments.

7. DEFAULT

A default on this Note ("Default") shall exist if (a) the Lender fails to receive any required installment payment on or before the twenty-fifth (25th) day of the calendar month in witch 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 the 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 bear interest at the Default Rate. Such fees and expenses include those incurred in connection with any action against the Borrower for a deficiency judgment after a foreclosure or trustee's sale of the Real Property under the Deed of Trust (defined below), including all of the Lender's reasonable attorneys' fees, property appraisal costs and witness fees.

8. ACCELERATION

If a Default exists, the Lender may, at its option, declare the unpaid principal balance of this Note to be immediately due and payable, together with all accrued interest on the Indebtedness, all costs of collection (including reasonable attorneys' fees and expenses) and all other charges due and payable by the Borrower under this Note or any other Loan Document. If the subject Default has arisen from a failure by the Borrower to make a regular monthly payment of principal and interest, the Lender shall 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 until (a) the Borrower has been given any required Notice of the prospective Default and (b) any applicable cure period has expired.

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

9. SECURITY

This Note is secured by a Security Agreement and Fixture Filing (the "Security Agreement") granted by the Borrower to Lender granting a security interest in certain collateral and personal property as well as four (4) automobile repair stations commonly known as Purrfect Auto Service # 515 owned by S550 Investments Inc, Purrfect Auto Service #14 and USA Auto Service #3 and #4, all three owned by Gizmo Empowered, Inc. Borrowers hereby attest to full ownership of these 4 locations without any leins, loans or off balance sheet items. Reference is made to the Security Agreement for a description of the security and rights of the Lender. This reference shall not affect the absolute and unconditional obligation of the Borrower to repay the Loan in accordance with its terms.

10. SEVERABILITY

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

11. WAIVER

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

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

12. VARIATION IN PRONOUNS

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

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

13. COMMERCIAL LOAN

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

14. REPLACEMENT OF NOTE

If this Note is lost or destroyed, the Borrower shall, all 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 Section shall result in a novation of the Borrower's obligations under this Note.

15. GOVERNING LAW

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

16. TIME OF ESSENCE

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

17. NO ORAL AGREEMENTS

THIS NOTE, ANY SECURITY AGREEMENT AND ANY CONFESSION OF JUDGMENT, EMBODY THE FINAL, ENTIRE AGREEMENT OF THE BORROWER AND THE LENDER AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATIING TO THE LOAN AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISSCUSIONS 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.

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18. THE PARTIES FURTHER AGREE TO WAIVE ALL PROVISIONS OF CHAPTER 604A OF THE NEVADA REVISED STATUES AND THE BORROWER SPECIFICALLY WAIVES ANY AND ALL PROSECUTIONS, DEFENSES AND CAUSES OF ACTIONS UNDER NRS 604A.010-604A.940 AS AGAINST THE LENDER. THE PARTIES FURTHER AGREE THAT THIS IS NOT A CONSUMER LOAN, BUT IS A COMMERCIAL LOAN BETWEEN EXPERIENCED BUSINESS AND PARTIES.

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

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

FURNITURE BOUTIQUE LLC, a Nevada limited liability company

By: _____
Shafik Brown, Managing Member

SHAFIK BROWN, an individual

By: _____
Shafik Brown

BOULEVARD FURNITURE, INC., a Nevada corporation

By: _____
Shafik Brown, President

SHAFIK HIRJI, an individual

By: _____
Shafik Hirji

GIZMO EMPOWERED INC d/b/a PURRFECT AUTO #14 and USA Auto #3 &4

By: _____
Shafik Brown, President

S550 INVESTMENTS INC d/b/a PURRFECT AUTO SERVICE # 515

By: _____
Shafik Brown, President

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "**Agreement**"), dated as of this 17th day of March 2017, is made by and between SHAFIK BROWN, an individual, and SHAFIK HIRJI, an individual, BOULEVARD FURNITURE, INC., a Nevada Corporation, FURNITURE BOUTIQUE, LLC, a Nevada Limited Liability Corporation, GIZMO EMPOWERED INC, a Nevada Corporation, S550 INVESTMENTS INC, a Nevada Corporation (collectively the "**Debtor**"), and TRATA, INC. (the "**Secured Party**").

Under the terms hereof, the Secured Party desires to obtain and the Debtor desires to grant the Secured Party security for all of the Obligations (as hereinafter defined).

NOW, THEREFORE, the Debtor and the Secured Party, intending to be legally bound, hereby agree as follows:

1. Definitions.

(a) "**Collateral**" shall include the following:

i. 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 to 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:

ii. Equipment: All equipment of Debtor, whether now owned of 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 terms 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:

iii. 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 may be evidenced, together with all other rights 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:

iv. Instruments: All instruments, chattel paper, letters of credit or other documents of Debtor, whether now owned or hereafter acquired, including but not limited

interests of Debtor, whether now existing or hereafter created or arising, under leases, licenses or other contacts, and all other Instruments (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired:

v. 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 accounts, 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 of hereafter acquired:

vi. 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:

vii. 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

viii. Documents, Etc.: All of Debtor's rights in promissory noted, 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.

(b) "**Loan Documents**" means the Note (as hereafter defined), this Agreement and all other documents and instruments evidencing, securing or executed in connection therewith.

(c) "**Note**" means that certain Secured Promissory Note, dated March 17, 2017 hereof, made by Debtor, for the benefit of Secured Party, in the original principal amount of $200,000.00.

(d) "**Obligations**" shall include all debts, liabilities, obligations, covenants and duties owing from the Debtor or the Debtor's business entity, to the Secured Party of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Debtor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether evidenced by or arising under the Note or this Agreement or, whether absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and all costs and expenses of the Secured Party incurred in the enforcement, collection or otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses.

(e) "UCC" means the Uniform Commercial Code, as adopted and enacted and as in effect from time to time in the State of Nevada. Terms used herein which are defined in the UCC and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Nevada Revised Statutes.

2. **Grant of Security Interest.** To secure the Obligations, the Debtor, as debtor, hereby assigns and grants to the Secured Party, as secured party, a continuing lien on and security interest in the Collateral.

3. **Change in Name or Locations.** The Debtor hereby agrees that if the location of the Collateral changes from the locations listed on Exhibit "A" hereto and made part hereof, or if the Debtor changes its name or form or jurisdiction of organization, or establishes a name in which it may do business, the Debtor will immediately notify the Secured Party in writing of the additions or changes. The Debtor's chief executive office is listed in the Notice section below.

4. **Representations and Warranties.** The Debtor represents, warrants and covenants to the Secured Party that: (a) the Debtor has good, marketable and indefeasible title to the Collateral, has not made any prior sale, pledge, encumbrance, assignment or other disposition of any of the Collateral, and the Collateral is free from all encumbrances and rights of setoff of any kind except the lien in favor of the Secured Party created by this Agreement; (b) except as herein provided, the Debtor will not hereafter without the Secured Party's prior written consent sell, pledge, encumber, assign or otherwise dispose of any of the Collateral or permit any right of setoff, lien or security interest to exist thereon except to the Secured Party; and (c) the Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

5. **Debtor's Covenants.** The Debtor covenants that he shall:

(a) from time to time and at all reasonable times allow the Secured Party, by or through any of its officers, agents, attorneys, or accountants, to examine or inspect the books and records of the entities to which Debtor is pledging his membership interest (the Collateral), and obtain valuations and audits of the Collateral, at the Debtor's expense, wherever located.

(b) not pledge the Collateral to another third party until the obligation of the Note is satisfied.

6. **Negative Pledge; No Transfer.** The Debtor will not sell or offer to sell or otherwise transfer or grant or allow the imposition of a lien or security interest upon the Collateral or use any portion thereof in any manner inconsistent with this Agreement or with the terms and conditions of any policy of insurance thereon.

7. **Further Assurances.** Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Nevada Uniform Commercial Code or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by the Nevada Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including, but not limited to (i) whether Debtor is an organization, the type of organization and (ii) any organization identification number issued to Debtor. Debtor agrees to furnish any such information to Secured Party promptly upon request. Debtor also ratifies its authorization for Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

8. **Events of Default.** The Debtor shall, at the Secured Party's option, be in default under this Agreement upon the happening of any of the following events or conditions (each, an "**Event of Default**"): (a) a failure to pay any amount due under the Note or this Agreement within ten (10) days of the date the same is due; (b) the failure by the Debtor to perform any of its other obligations under this Agreement within thirty (30) days of notice from Secured Party of the same; (c) falsity, inaccuracy or material breach by the Debtor of any written warranty, representation or statement made or furnished to the Secured Party by or on behalf of the Debtor; (d) any indication or evidence received by the Secured Party that the Debtor may have directly or indirectly been engaged in any type of activity which, in the Secured Party's discretion, might result in the forfeiture of any property of the Debtor to any governmental entity, federal, state or local.

9. **Remedies.** Upon the occurrence of any such Event of Default and at any time thereafter, the Secured Party may declare all Obligations secured hereby immediately due and payable and shall have, in addition to any remedies provided herein or by any applicable law or in equity, all the remedies of a secured party under the UCC. The Secured Party's remedies include, but are not limited to, to the extent permitted by law, the right to (a) peaceably by its own means or with judicial assistance enter the Debtor's premises and take possession of the Collateral without prior notice to the Debtor or the opportunity for a hearing, (b) render the Collateral unusable, (c) dispose of the Collateral on the Debtor's premises, and (d) require the Debtor to assemble the Collateral and make it available to the Secured Party at a place designated by the Secured Party. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give the Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of commercially reasonable notice shall be met if such notice is sent to the Debtor at least five (5) days before the time of the intended sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include the Secured Party's reasonable attorney's fees and legal expenses, incurred or expended by the Secured Party to enforce any payment due it under this Agreement either as against the Debtor, or in the prosecution or defense of any action, or concerning any matter growing out of or connection with the subject matter of this Agreement and the Collateral pledged hereunder. The Debtor waives all relief from all appraisement or exemption laws now in force or hereafter enacted.

10. **Payment of Expenses.** At its option, the Secured Party may, but is not required to: discharge taxes, liens, security interests or such other encumbrances as may attach to the Collateral; pay for required insurance on the Collateral; and pay for the maintenance, appraisal or reappraisal, and preservation of the Collateral, as determined by the Secured Party to be necessary. The Debtor will reimburse the Secured Party on demand for any payment so made or any expense incurred by the Secured Party pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or expenses so incurred by the Secured Party.

11. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt. Such notices and other communications may be hand-delivered, sent by facsimile transmission with confirmation of delivery and a copy sent by first-class mail, or sent by nationally recognized overnight courier service, to a party's address set forth above or to such other address as any party may give to the other in writing for such purpose.

12. **Preservation of Rights.** No delay or omission on the Secured Party's part to exercise any right or power arising hereunder will impair any such right or power or be

considered a waiver of any such right or power, nor will the Secured Party's action or inaction impair any such right or power. The Secured Party's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Secured Party may have under other agreements, at law or in equity.

13. **Illegality.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

14. **Changes in Writing.** No modification, amendment or waiver of any provision of this Agreement nor consent to any departure by the Debtor therefrom will be effective unless made in a writing signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Debtor in any case will entitle the Debtor to any other or further notice or demand in the same, similar or other circumstance.

15. **Entire Agreement.** This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

16. **Counterparts.** This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

17. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Debtor may not assign this Agreement in whole or in part without the Secured Party's prior written consent and the Secured Party at any time may assign this Agreement in whole or in part.

18. **Interpretation.** In this Agreement, unless the Secured Party and the Debtor otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement unless otherwise indicated. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. If this Agreement is executed by more than one Debtor, the obligations of such persons or entities will be joint and several.

19. **Governing Law and Jurisdiction.** This Agreement has been delivered to and accepted by the Secured Party and will be deemed to be made in the State of Nevada. **THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA, EXCEPT THAT THE LAWS OF THE STATE WHERE ANY COLLATERAL IS LOCATED, IF DIFFERENT, SHALL**

GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON SUCH PROPERTY OR ANY INTEREST THEREIN. The Debtor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in Clark County, Nevada; provided that nothing contained in this Agreement will prevent the Secured Party from bringing any action, enforcing any award or judgment or exercising any rights against the Debtor individually, against any security or against any property of the Debtor within any other county, state or other foreign or domestic jurisdiction. The Secured Party and the Debtor agree that the venue provided above is the most convenient forum for both the Secured Party and the Debtor. The Debtor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

20. WAIVER OF JURY TRIAL. EACH OF THE DEBTOR AND THE SECURED PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE DEBTOR AND THE SECURED PARTY ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written.

DEBTOR:

FURNITURE BOUTIQUE LLC, a Nevada limited liability company

By: _____
Shafik Brown, Managing Member

SHAFIK BROWN, an individual

By: _____
Shafik Brown

BOULEVARD FURNITURE, INC., a Nevada corporation

By: _____
Shafik Brown, President

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SHAFIK HIRJI, an individual

By: _____
Shafik Hirji

GIZMO EMPOWERED INC, a Nevada limited liability Corporation

By: _____
Shafik Brown, President

S550 INVESTMENTS INC, a Nevada Corporation

By: _____
Shafik Brown, President

SECURED PARTY:

TRATA, INC, a Nevada Corporation

By: _____
Navneet Sharda, President.