

IN THE SUPREME COURT OF THE STATE OF NEVADA

NAVNEET SHARDA, an individual;)	Electronically Filed
TRATA INC., a Nevada corporation,)	Aug 02 2021 05:43 p.m.
)	Elizabeth A. Brown
Appellants,)	Clerk of Supreme Court
)	
v.)	
)	Nature of Proceedings: Appeal
)	
)	Court below: Eighth Judicial
)	District Court of Nevada, Case No.:
STEVEN BARKET, an individual, et)	A-17-756274-C
al.)	
)	
Respondents.)	
)	
)	
)	

JOINT APPENDIX

(Vol. VI of XI)
(JA001120-JA001330)

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Attorneys for SHAFIK HIRJI,
SHAFIK BROWN and FURNITURE
BOUTIQUE

APPENDIX – ALPHABETICAL INDEX

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

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

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

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

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

APPENDIX – CHRONOLOGICAL INDEX

No.	Date	Description	Vol.#	Page Nos
1	6/1/2017	Complaint	I	JA000001- JA000016
2	6/12/2017	Proof of Service – Shafik Brown	I	JA000017- JA000019
3	6/12/2017	Proof of Service – Shafik Hirji	I	JA000020- JA000022
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43	8/11/2017	Answer to Complaint and Counterclaim	XI	JA002211- JA002219

CERTIFICATE OF SERVICE

I certify that on the 30th day of July, 2021, I electronically filed the foregoing **JOINT APPENDIX** with the Clerk of Court for the Supreme Court of Nevada by using the Supreme Court of Nevada's E-filing system.

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

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Attorneys for Respondents
STEVEN BARKET and G65 VENTURES, LLC

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Las Vegas, Nevada 89101
Telephone: (702) 386-0536
office@danielmarks.net
Attorneys for SHAFIK HIRJI, SHAFIK BROWN
and FURNITURE BOUTIQUE

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

DOCUMENT “22”

DOCUMENT “22”



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 DISTRICT COURT
CLARK COUNTY, NEVADA

TRATA INC, a Nevada C corporation,

Plaintiff,

vs.

SHAFIK HIRJI, an individual,

Defendant.

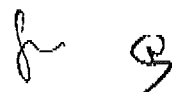
Case No.:

Dept. No.:

CONFESSION OF JUDGMENT

Defendant Shafik Hriji (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").



JA001121

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.

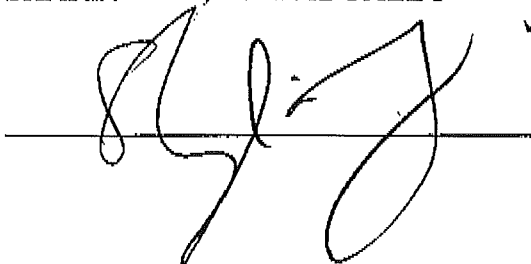
3. The Note called for monthly \$13,000 payment of principal and interest to be paid starting in June 20, 2017 as outlined in the Secured Promissory Note. Defendant has also signed a Personal Guarantee for assurance of repayment as well as a Security Agreement with a UCC1 filing.

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.

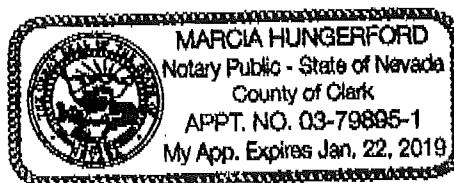
SHAFIK HIRJI, INDIVIDUALLY



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



Q7

200,000
2017

March 15,

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, S550 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

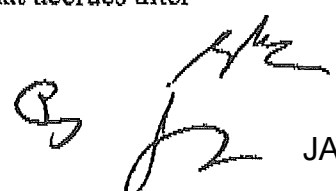
The Loan shall mature on the twentieth day of June 2019 ("Maturity Date"), when the Borrower shall pay its entire remaining principal balance, together with all unpaid accrued interest and any other amounts owed by the Borrower under this Note or under any of the other documents entered into now or in 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

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\$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 day 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 which it is due, (b) the Borrower fails to pay the matured balance of this Note on the maturity Date or (c) a "Default" exists as defined in any other Security Agreement. If a default exists and the Lender engages counsel to collect any amount due under this Note or if the Lender is required to protect or enforce this Note in any probate, bankruptcy or other proceeding, then any expenses incurred by the Lender in 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 liens, 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, at the Lender's request, execute and return to the Lender a replacement promissory note identical to this Note, provided the Lender delivers to the Borrower an affidavit to the foregoing effect. Upon delivery of the executed replacement Note, the Lender shall indemnify the Borrower from and against its actual damages suffered as a result of the existence of two Notes evidencing the same obligation. No replacement of this Note under Section shall result in a novation of the Borrower's obligations under this Note.

15. GOVERNING LAW

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

16. TIME OF ESSENCE

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

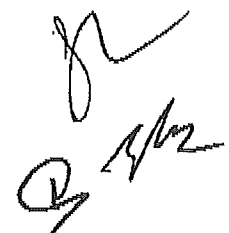
17. NO ORAL AGREEMENTS

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

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18. THE PARTIES FURTHER AGREE TO WAIVE ALL PROVISIONS OF CHAPTER 604A OF THE NEVADA REVISED STATUTES AND THE BORROWER SPECIFICALLY WAIVES ANY AND ALL 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.

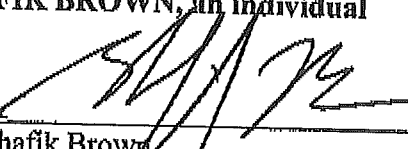
NOT A CONSUMER LOAN, BUT A COMMERCIAL LOAN BETWEEN
EXPERIENCED BUSINESSES AND PARTIES

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

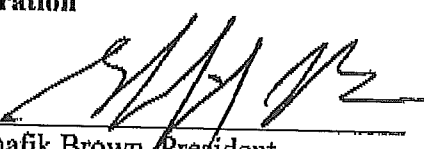
FURNITURE BOUTIQUE LLC, a Nevada
limited liability company



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

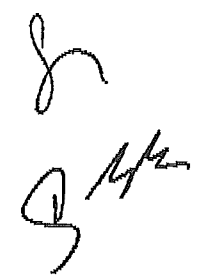
By: 

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 or hereafter acquired and wherever located, including but not limited to all present and future equipment, machinery, tools, motor vehicles, trade fixtures, furniture, furnishings, office and record keeping equipment and all goods for use in Debtor's business, and all other Equipment (as such 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 contracts, 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 or 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 notes, documents, letter of credit rights and supporting obligations (and security interests and liens securing them) (as any such term may be defined in the UCC) whether now owned or hereafter acquired: together with all substitutions and replacements for and products of any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessions, and repairs, now or hereafter attached or affixed to or used in connection with any such goods, (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods, and (iii) all books and records of Debtor.

(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.

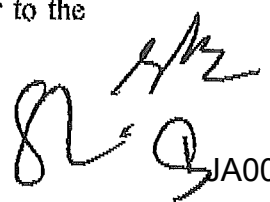
5. **Debtor's Covenants.** The Debtor covenants that he shall:

(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.

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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 appraisal 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.

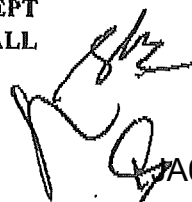
15. **Entire Agreement.** This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

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**



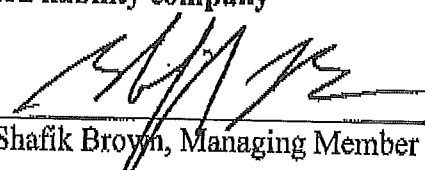
GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON SUCH PROPERTY OR ANY INTEREST THEREIN. The Debtor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in Clark County, Nevada; provided that nothing contained in this Agreement will prevent 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.

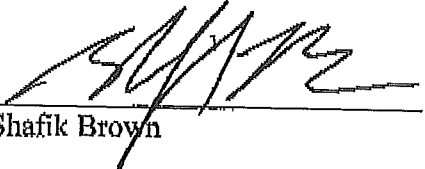
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written.

DEBTOR:

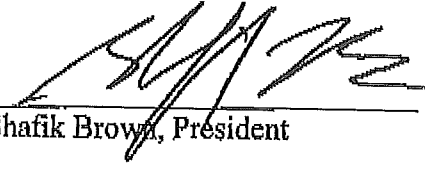
FURNITURE BOUTIQUE LLC, a Nevada
limited liability company

By: 
Shafik Brown, Managing Member

SHAFIK BROWN, an individual

By: 
Shafik Brown

BOULEVARD FURNITURE, INC., a Nevada
corporation

By: 
Shafik Brown, President

//

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.

DOCUMENT “23”

DOCUMENT “23”

ORIGINAL

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

TRATA, INC., an individual,

Plaintiff,

v.

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

Defendants.

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

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

[Signature]

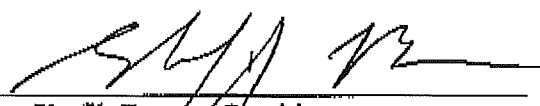
COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

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

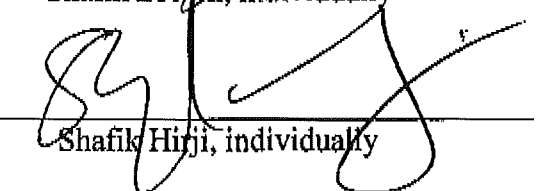
DATED this 20th day of January, 2017.

SUNSET FURNITURE, INC., a Nevada corporation.

By:


Shafik Brown, President


Shafik Brown, individually


Shafik Hirji, individually

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

NOTARY PUBLIC



ORIGINAL

1,000,000.00

January 20, 2017

Secured Promissory Note

FOR VALUE RECEIVED, the undersigned, SUNSET FURNITURE, INC., a Nevada ~~89169~~ ⁸⁹¹³⁹ corporation, whose address is 7560 Jacaranda Bay Street, Las Vegas, Nevada ~~89169~~; SHAFIK HIRJI; and SHAFIK BROWN (collectively the "Borrower"), promises to pay One Million Dollars and No Cents (\$1,000,000.00), together with interest according to the terms of this secured promissory note (this "Note"), to the order of TRATA, INC. (together with any future holder, the "Lender"). Capitalized terms used but not defined in this Note shall have the meanings assigned to them in the Security Agreement.

1. CONTRACT INTEREST RATE

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

2. SCHEDULED PAYMENTS

2.1 Monthly Payments

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

2.2 FINAL PAYMENT

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

3. APPLICATION OF MONTHLY PRINCIPAL AND INTEREST PAYMENTS

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

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

4. INTEREST LATE CHARGE

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

5. PREPAYMENT

This Note may be prepaid in full without penalty.

6. DEFAULT

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

7. ACCELERATION

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

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

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

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

8. SECURITY

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

9. SEVERABILITY

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

10. WAIVER

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

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

11. VARIATION IN PRONOUNS

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

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

12. COMMERCIAL LOAN

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

13. REPLACEMENT OF NOTE

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

14. GOVERNING LAW

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

15. TIME OF ESSENCE

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

16. NO ORAL AGREEMENTS

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

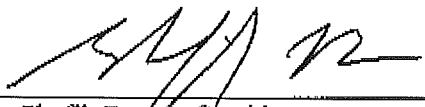
17. THE PARTIES FURTHER AGREE TO WAIVE ALL PROVISIONS OF CHAPTER 604A OF THE NEVADA REVISED STATUTES AND THE BORROWER SPECIFICALLY WAIVES ANY AND ALL PROTECTIONS, DEFENSES AND CAUSES OF ACTIONS UNDER NRS 604A.010-604A.940 AS AGAINST THE LENDER. THE PARTIES FURTHER AGREE THAT THIS IS

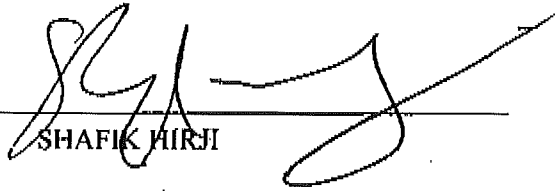


**NOT A CONSUMER LOAN, BUT IS A COMMERCIAL LOAN BETWEEN
EXPERIENCED BUSINESSES AND PARTIES.**

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

SUNSET FURNITURE, INC. a Nevada
corporation

By: 
Shafik Brown, President


SHAFIK HIRJI


SHAFIK BROWN

\$1,000,000.00

March 21, 2017

Addendum to Secured Promissory Note dated Jan 20, 2017

On Jan 20, 2017 a Secured Promissory Note for the Principle amount of \$1,000,000 was signed between Sunset Furniture, Inc, Shafik Hirji, Shafik Brown and Trata, Inc. Such note shall be incorporated to this agreement by reference and as an attachment.

Parties had changes in the operating corporations which make it necessary to make this addendum to clarify the intent of all parties. As agreed by parties, it is and was the intention to include Boulevard Furniture, Inc as a signatory of the original note and that Boulevard Furniture LLC is bound by the terms and conditions of that original secured promissory note as a debtor. This was clearly noted in the Security Agreement signed on Jan 20, 2017. Furniture Boutique LLC is hereby added to the Secured Promissory Note as a debtor as this is the corporation that is operating the furniture business from the premises located at 1431 W. Sunset Blvd, Henderson, NV 89014.

In addition to the changes in the debtor corporations, this addendum hereby restates and reinforces the intention of the parties for an option to purchase a 50% interest in the operating business at this location, as outlined in the March 17, 2017 OPTION AGREEMENT FOR SALE OF LLC INTEREST. Such Option agreement is hereby incorporated by reference and as an attachment.

There are no further changes or addendums between the parties other than specified above.

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 corporation

By: 

Shafik Brown, President

BOULEVARD FURNITURE, INC., a Nevada corporation

By: 

Shafik Brown, President


SHAFIK HIRJI, Individually


SHAFIK BROWN, Individually

ORIGINAL

SECURITY AGREEMENT

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

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

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

foregoing;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEBTOR:

SECURED CREDITOR:

SUNSET FURNITURE, INC.

TRATA, INC.

By: 

By: 

Its: President

Its: President

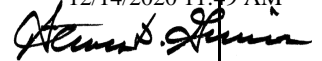
BOULEVARD FURNITURE, INC.

By: 

Its: President

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DOCUMENT “24”



CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

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

11 Plaintiffs,

12 vs.

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

17 Defendants.

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

20 Counterclaimants,

21 vs.

21 STEVEN BARKET, an individual,

22 Counterdefendant.

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

26 Counter-Claimants,

27 vs.

28 STEVEN BARKET, an individual,

1 Counter-Defendant.

2 MICHAEL AHDERS, an individual, /

3 Plaintiff,

4 vs.

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

8 Defendants.
9 /

10 **FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR NOVEMBER 19, 2020**
11 **ORDER DISMISSING PLAINTIFFS' MATTER WITH PREJUDICE**

12 THIS MATTER came before the Court on Plaintiffs' Motion for Entry of Confession of
13 Judgment, filed January 19, 2020; Defendants' Opposition to Plaintiffs' Motion for Entry of
14 Confession of Judgment and Countermotion for Sanctions Pursuant to EDCR 7.60, filed
15 February 12, 2020; Plaintiffs' Reply in Support of Motion for Entry of Confession of Judgment
16 and Opposition to Countermotion For Sanctions, filed March 11, 2020; Plaintiffs' Motion for
17 Sanctions Pursuant to NRCP 11, filed May 1, 2020; Defendants' Opposition to Plaintiffs' Motion
18 for Sanctions Pursuant to NRCP 11, filed May 22, 2020; Defendants' Reply to Countermotion
19 for Sanctions Per EDCR 7.60 Pertaining to Plaintiffs' Motion for Entry of Judgment, filed
20 October 13, 2020; Defendants' Motion to Dismiss With Prejudice and for Related Relief, filed
21 on July 29, 2020; Plaintiffs' Opposition thereto filed September 2, 2020; and Defendant' Reply
22 filed October 13, 2020. The Court having reviewed the matter, including all points and
23 authorities, and exhibits, and good cause appearing, hereby issues its decision.
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28 ////

1 **FINDINGS OF FACT**

2 **THE COURT FINDS** that as a brief recitation of the underlying facts, the nature of the
3 dispute between Plaintiffs and Defendants surround a series of five loans: 1) November 7, 2016
4 in the amount of \$200,000; 2) November 21, 2016 in the amount of \$100,000; 3) December 20,
5 2016 in the amount of \$100,000; 4) January 20, 2017 in the amount of \$1,000,000; and 5) March
6 15, 2017 in the amount of \$200,000.

7 **THE COURT FURTHER FINDS** that on July 29, 2017 the parties entered into a
8 Settlement Agreement in which Defendant (Sharda) allegedly would assign all rights, title and
9 interest in the five promissory notes to Plaintiff, Steven Barket or his assigns.

10 **THE COURT FURTHER FINDS** that the Settlement Agreement is part of the action
11 currently pending before Judge Williams in Case No. A-15-712697-C. At the hearing held on
12 March 17, 2020, Judge Williams denied Plaintiffs' motion to enforce the Settlement Agreement.
13 An Evidentiary Hearing is currently set in that matter for March 29, 2021.

14 **THE COURT FURTHER FINDS** that on April 5, 2018, in Case No. A-17-763985-C,
15 Judge Williams entered an Order finding that the Confession of Judgment entered in that case
16 was an attempt to circumvent the loans in dispute in Case No. A-17-756274-C (this instant
17 matter) and held that the Confession of Judgment was void under NRCPP 60(b). Judge Williams
18 ordered that the Confession of Judgment filed by Cancer Care on November 1, 2017 was void
19 and set aside. The Confession of Judgment addressed by Judge Williams encompassed the
20 November 7, 2016 loan in the amount of \$200,000 (Loan No. 1) and the December 20, 2016 loan
21 in the amount of \$100,000 (Loan No. 3).

22 **THE COURT FURTHER FINDS** that on April 17, 2018, in Case No. A-17-763995-C
23 Judge Cadish entered an Order voiding the Confessions of Judgment finding that the judgment
24 was obtained by fraud, misrepresentation, or other misconduct of an adverse party within the
25 meaning of NRCPP 60(b)(3). This decision applied to the Confession of Judgment filed in that
26 matter on November 1, 2017 that encompassed the January 20, 2017 loan in the amount of
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1 \$1,000,000 (Loan No. 4) and the March 15, 2017 loan in the amount of \$200,000 (Loan No. 5).

2 **THE COURT FURTHER FINDS** that on May 17, 2019 this Court voided and set aside
3 the Confession of Judgment associated with Loan No. 2, dated November 21, 2016 in the amount
4 of \$100,000 plus interest pursuant to NRCP 60(b) in Case No. A-18-770121-C, which was
5 consolidated with this matter (Case No.: A-17-756274-C).

6 **THE COURT FURTHER FINDS** that Plaintiffs' Motion for Entry of Confession of
7 Judgment essentially seeks reconsideration of this Court's Order entered on May 17, 2019.

8 **THE COURT FURTHER FINDS** that the same Confession of Judgment was addressed
9 by Judge Cory in Case No.: A-19-806944-C during a hearing held on January 29, 2020. Pursuant
10 to Judge Cory's Order entered on February 21, 2020, Defendants Emergency Motion to Vacate
11 the Confession of Judgment Pursuant To NRCP 60(b); to Quash Any and All Writs of Execution
12 and/or Garnishment Pursuant to NRCP 60(b) Because the Judgment was Obtained by Fraud; to
13 Stay All Collection Activity, Including Writs of Execution; for Attorney's Fees and Costs; and to
14 Dismiss [the] Action With Prejudice, was granted and the matter was dismissed with prejudice.
15 Judge Cory noted that the Confession of Judgment was the same as was previously filed in this
16 case.
17

18 **THE COURT FURTHER FINDS** that to the extent that Plaintiffs' motion seeks
19 reconsideration of this Court's May 15, 2019 Order, the motion is untimely under EDCR 2.24(b),
20 which requires a party seeking reconsideration of a ruling of the court must file a motion for such
21 relief within 14 days after service of written notice of the order. When a timely motion for
22 reconsideration is filed, a district court may reconsider a previously decided issue if substantially
23 different evidence is subsequently introduced or the decision is clearly erroneous.

24 **THE COURT FURTHER FINDS** that there is no legal basis supporting Plaintiffs now
25 third request to enforce a Confession of Judgment that has been voided by this Court and Judge
26 Cory.

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1 **THE COURT FURTHER FINDS** that the district court has broad discretion to impose
2 sanctions pursuant to EDCR 7.60, but finds that an award of sanctions is not warranted at this
3 time.

4 **THE COURT FURTHER FINDS** that while Plaintiffs' motion for sanctions pursuant
5 to NRCP 11 asserts that Defendants Shafik Hirji and Shafik Brown and their counsels have
6 allegedly knowingly, purposefully and intentionally misrepresented the nature of payments made
7 by them to Steven Barket and Michael Ahders, there is no legal basis for an award of Rule 11
8 sanctions against Defendants or defense counsel.

9 **THE COURT FURTHER FINDS** that Defendants request for reasonable attorney's fees
10 and costs pursuant to EDCR 7.60(b) is not warranted at this time.

11 **THE COURT FURTHER FINDS** that with respect to Defendants' motion to dismiss
12 with prejudice pursuant to NRCP 41 (e)(6) and related relief should be GRANTED in part to the
13 extent that the facts in this case implicate the doctrines of collateral estoppel, claim preclusion,
14 and res judicata; and DENIED with respect to the other issues as moot.

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1 **THE COURT FURTHER FINDS** that each and every Confession of Judgment
2 pertaining to the loans alleged by Plaintiffs have been adjudicated as follows:

3 Loan No. 1: November 7, 2016 in the amount of \$200,000 declared void by Judge
4 Williams in Case No. A-17-763985-C, Order entered April 5, 2018;

5 Loan No. 2: November 21, 2016 in the amount of \$100,000 declared void by this Court
6 in Case No. A-18-770121-C, Order entered May 15, 2019, and declared
7 void by Judge Cory in Case No.: A-19-806944-C, Order entered February
8 21, 2020;

9 Loan No. 3: December 20, 2016 in the amount of \$100,000 declared void by Judge
10 Williams in Case No.: A-17-763985-C, Order entered April 5, 2018;

11 Loan No. 4: January 20, 2017 in the amount of \$1,000,000 declared void by Judge
12 Cadish in Case No. A-17-763995-C, ordered entered April 17, 2018; and

13 Loan No. 5: March 15, 2017 in the amount of \$200,000 declared void by Judge Cadish
14 in Case No. A-17-763995-C, ordered entered April 17, 2018.
15

16 **THE COURT FURTHER FINDS** that it is appropriate to dismiss this action with
17 prejudice because the parties have already litigated each and every Confession of Judgment
18 pertaining to the loans alleged by Plaintiffs. Each Confession of Judgment has been adjudicated
19 and declared void. The determination regarding each Confession of Judgment was actually
20 decided and necessary to the final order in each separate suit. Therefore, the doctrine of collateral
21 estoppel precludes the parties from relitigating these issues. *Univ. of Nevada v. Tarkanian*, 110
22 Nev. 581, 598 99, 879 P.2d 1180, 1191 (1994).

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1 **THE COURT FURTHER FINDS** that it is appropriate and necessary based upon the
2 history of the case and the related cases to dismiss this action with prejudice under the doctrine of
3 res judicata, claim preclusion, because these disputes involved the same parties or their privies,
4 valid and final judgments have been entered in each case, and this action is based on the same
5 claims, part of them, and/or could have been brought in the prior actions. *Kuptz-Blinkinsop v.*
6 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020) citing *Univ. of Nevada v.*
7 *Tarkanian*, 110 Nev. at 598-99, 879 P.2d at 1191.

8 **THE COURT FURTHER FINDS** that the facts of this case satisfy the three-part test the
9 Nevada Supreme Court adopted in *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d
10 709 (2008) for claim preclusion: (1) the parties or their privies are the same, (2) the final
11 judgment is valid, and (3) the subsequent action is based on the same claims or any part of them
12 that were or could have been brought in the first case. Further, the Nevada Supreme Court has
13 held that the doctrine of res judicata precludes parties or those in privity with them from
14 relitigating a cause of action or an issue which has been finally determined by a court of
15 competent jurisdiction. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271,
16 1275 (2020). The doctrine is intended to prevent multiple litigation causing vexation and expense
17 to the parties and wasted judicial resources by precluding parties from relitigating issues they
18 could have raised in a prior action concerning the same controversy. *Id.* Therefore, the doctrine
19 of res judiciata precludes the parties in this case from relitigating these claims or any claims that
20 could have been brought.
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- 1 4. **THE COURT FURTHER CONCLUDES** that EDCR 7.60(b) states that the
2 court may, after notice and an opportunity to be heard, impose upon an attorney or
3 a party any and all sanctions which may, under the facts of the case, be reasonable,
4 including the imposition of fines, costs or attorney's fees when an attorney or a
5 party without just cause: (1) Presents to the court a motion or an opposition to a
6 motion which is obviously frivolous, unnecessary or unwarranted; [] or (3) So
7 multiplies the proceedings in a case as to increase costs unreasonably and
8 vexatiously. Despite the district court's broad discretion to impose sanctions, a
9 district court may only impose sanctions that are reasonably proportionate to the
10 litigant's misconduct. Proportionate sanctions are those which are roughly
11 proportionate to sanctions imposed in similar situations or for analogous levels of
12 culpability. *Emerson v. Eighth Judicial Dist. Court of State, ex rel. Cty. of Clark*,
13 127 Nev. 672, 681, 263 P.3d 224, 230 (2011) (internal citations and quotations
14 omitted).
- 15 5. **THE COURT FURTHER CONCLUDES** that Plaintiffs' filed a Motion for
16 Sanctions Pursuant to NRCP 11 on the basis that Defendants Shafik Hirji and
17 Shafik Brown and their counsels have allegedly knowingly, purposefully and
18 intentionally misrepresented the nature of payments made by them to Steven
19 Barket and Michael Ahders, because said arguments are false, have no merit, and
20 are without any evidentiary support.
- 21 6. **THE COURT FURTHER CONCLUDES** that the decision to award sanctions
22 is within the district court's sound discretion and will not be overturned absent a
23 manifest abuse of discretion. *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317,
24 330, 130 P.3d 1280, 1288 (2006). Rule 11 sanctions should be imposed for
25 frivolous actions, but they should not be imposed where the sanctions would have
26 a chilling effect and discourage attorneys from exercising imagination and
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perseverance on behalf of their clients. *Marshall v. Eighth Judicial Dist. Court In & For Cty. of Clark*, 108 Nev. 459, 465, 836 P.2d 47, 52 (1992).

7. **THE COURT FURTHER CONCLUDES** that there is no legal basis for an award of Rule 11 sanctions against Defendants or defense counsel.
8. **THE COURT FURTHER CONCLUDES** that issue preclusion, or collateral estoppel, may be implicated when one or more of the parties to an earlier suit are involved in subsequent litigation on a different claim. Issues that were determined in the prior litigation arise in the later suit. If the common issue was actually decided and necessary to the judgment in the earlier suit, its relitigation will be precluded. *Univ. of Nevada v. Tarkanian*, 110 Nev. 581, 598 99, 879 P.2d 1180, 1191 (1994). On the other hand, claim preclusion, or merger and bar, is triggered when a judgment is entered. *Id.* While issue preclusion is implicated when the parties to an earlier suit are involved in a subsequent litigation on a different claim, claim preclusion applies when a valid and final judgment on a claim precludes a second action on that claim or any part of it. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020) citing *Univ. of Nevada v. Tarkanian*, 110 Nev. at 598-99, 879 P.2d at 1191.
9. **THE COURT FURTHER CONCLUDES** that the Nevada Supreme Court has adopted a three-part test from *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d 709 (2008) for claim preclusion: (1) the parties or their privies are the same, (2) the final judgment is valid, and (3) the subsequent action is based on the same claims or any part of them that were or could have been brought in the first case.
10. **THE COURT FURTHER CONCLUDES** that the Nevada Supreme Court has held that the doctrine of res judicata precludes parties or those in privity with them from relitigating a cause of action or an issue which has been finally determined

1 by a court of competent jurisdiction. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev.
2 Adv. Op. 40, 466 P.3d 1271, 1275 (2020). The doctrine is intended to prevent
3 multiple litigation causing vexation and expense to the parties and wasted judicial
4 resources by precluding parties from relitigating issues they could have raised in a
5 prior action concerning the same controversy. *Id.*

- 6 11. If any of these Conclusions of Law are more appropriately deemed Findings of
7 Fact, they shall be so deemed.
8

9 **ORDERS**

10 **WHEREFORE, BASED UPON THE ABOVE FINDINGS AND CONCLUSIONS:**

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiffs Motion for
12 Entry of Confession of Judgment is DENIED WITH PREJUDICE as it is essentially a motion for
13 reconsideration of this Court's Order entered on May 17, 2019, which is untimely pursuant to
14 EDCR 2.24.

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Court exercises
16 its discretion and finds that an award of sanctions is not warranted at this time. Therefore,
17 Defendants' counter-motion for sanctions pursuant to EDCR 7.60 is DENIED.

18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Plaintiffs'
19 motion for sanctions pursuant to NRCP 11 against Defendants and defense counsel is hereby
20 DENIED because there is no legal basis for an award of Rule 11 sanctions.

21 **IT IS FURTHER ORDERED** that Defendants request for reasonable attorney's fees and
22 costs pursuant to EDCR 7.60(b) for having to oppose Plaintiffs' motion for sanctions is
23 DENIED.

24 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that this matter is
25 DISMISSED WITH PREJUDICE, pursuant to the three-part test from *Five Star Capital Corp. v.*
26 *Ruby*, 124 Nev. 1048, 194 P.3d 709 (2008). Each and every Confession of Judgment pertaining
27 to the loans alleged by Plaintiffs have been adjudicated as follows:
28

1 Loan No. 1: November 7, 2016 in the amount of \$200,000 declared void by Judge
2 Williams in Case No. A-17-763985-C, Order entered April 5, 2018;

3 Loan No. 2: November 21, 2016 in the amount of \$100,000 declared void by this Court
4 in Case No. A-18-770121-C, Order entered May 15, 2019, and declared
5 void by Judge Cory in Case No.: A-19-806944-C, Order entered February
6 21, 2020;

7 Loan No. 3: December 20, 2016 in the amount of \$100,000 declared void by Judge
8 Williams in Case No.: A-17-763985-C, Order entered April 5, 2018;

9 Loan No. 4: January 20, 2017 in the amount of \$1,000,000 declared void by Judge
10 Cadish in Case No. A-17-763995-C, ordered entered April 17, 2018; and

11 Loan No. 5: March 15, 2017 in the amount of \$200,000 declared void by Judge Cadish
12 in Case No. A-17-763995-C, ordered entered April 17, 2018.

13
14 Each claim involves the same parties or their privies. Each adjudication reference above is a
15 valid and final judgment. The Nevada Supreme Court has held that the doctrine of res judicata
16 precludes parties or those in privity with them from relitigating a cause of action or an issue
17 which has been finally determined by a court of competent jurisdiction. *Kuptz-Blinkinsop v.*
18 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020). This matter is based on the same
19 claims or any part of them that were or could have been brought in the prior cases.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the remaining issues in Defendants' motion are DENIED as MOOT.

Dated this 14th day of December, 2020

Keray P Enly

C79 527 3602 8FF2

Kerry Earley

District Court Judge
Appellate Case Content:
MUSHKIN & COPPEDGE

Respectfully submitted by:
LAW OFFICE OF DANIEL MARKS

/s/ Teletha Zupan
DANIEL MARKS, ESQ.
 Nevada State Bar No. 002003
TELETHA ZUPAN, ESQ.
 Nevada State Bar No. 012660
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 Las Vegas, Nevada 89101
*Attorneys for Defendants, Shafik Hirji,
 Shafik Brown, Furniture Boutique, LLC,
 and Boulevard Furniture, INC.*

/s/ Michael Mushkin
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*Attorney for Plaintiffs, Steven Barket and
G65 Ventures, LLC*

Approved as to form and content:
THE BARNABI LAW FIRM, PLLC

Approved as to form and content:
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*Attorney for Defendants, Navneet Sharda
and Trata, Inc.*

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Steven Barket, Plaintiff(s)

CASE NO: A-17-756274-C

7 vs.

DEPT. NO. Department 4

8 Shafik Hirji, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Findings of Fact, Conclusions of Law and Order was served via the
13 court's electronic eFile system to all recipients registered for e-Service on the above entitled
case as listed below:

14 Service Date: 12/14/2020

15 Karen Foley

kfoley@mccnvlaw.com

16 Michael Mushkin

michael@mccnvlaw.com

17 Harold Gewerter

harold@gewerterlaw.com

18 Daniel Marks

Office@danielmarks.net

19 Danie Marks

Office@danielmarks.net

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22 Teletha Zupan

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24 Sarah Lauer-Overby

sarah.lo@olympialawpc.com

25 Charles ("CJ") Barnabi Jr.

cj@barnabilaw.com

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Kimberly Yoder
Marie Twist

kyoder@mccnvlaw.com
marie@barnabilaw.com

DOCUMENT “25”

DOCUMENT “25”



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
office@danielmarks.net
Attorney for Defendants, Shafik Hirji,
Shafik Brown, and Furniture Boutique, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

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

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

Plaintiffs,

vs.

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

Defendants.

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

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counterdefendant.

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

Counter-Claimants,

vs.

1 STEVEN BARKET, an individual,
2 Counter-Defendant.
3 _____/

4 MICHAEL AHDERS, an individual,
5 Plaintiff,

6 vs.

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

10 Defendants.
11 _____/

12 **NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR**
13 **NOVEMBER 19, 2020 ORDER DISMISSING PLAINTIFFS' MATTER WITH PREJUDICE**

14 PLEASE TAKE NOTICE that a Findings of Fact and Conclusions of Law for November 19,
15 2020 Order Dismissing Plaintiffs' Matter with Prejudice was entered in the above-entitled action on the
16 14th day of December, 2020, a copy of which is attached hereto.

17 DATED this 14th day of December, 2020.

18 LAW OFFICE OF DANIEL MARKS

19 /s/ Teletha Zupan, Esq.
20 DANIEL MARKS, ESQ.
Nevada Bar No. 002003
21 TELETHA L. ZUPAN, ESQ.
Nevada State Bar No. 12660
22 610 South Ninth Street
Las Vegas, Nevada 89101
Attorneys for Defendants, Shafik Hirji,
Shafik Brown, and Furniture Boutique, LLC
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

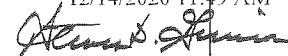
2 I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 14th day
3 of December, 2020, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted
4 a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF FINDINGS OF FACT**
5 **AND CONCLUSIONS OF LAW FOR NOVEMBER 19, 2020 ORDER DISMISSING**
6 **PLAINTIFFS' MATTER WITH PREJUDICE** by way of Notice of Electronic Filing provided by the
7 court mandated E-file & Serve system to the following:

8 Michael Mushkin, Esq.
9 MUSHKIN & COPPEDGE
6070 S. Eastern Ave. Ste. 270
Las Vegas, Nevada 89119
10 *Attorney for Plaintiffs, Steven Barket and G65 Ventures, LLC.*

11 Harold P Gewerter, Esq.
12 HAROLD P GEWERTER, ESQ. LTD
1212 Casino Center Blvd.
Las Vegas, Nevada 89104
13 *Attorney for Navneet Sharda and Trata Inc.*

14 Charles Barnabi, Esq.,
15 THE BARNABI LAW FIRM, PLLC
375 e. Warm Spring Road, Ste. 104
Las Vegas, Nevada 89119
16 *Attorney for Plaintiff, Michael Ahders*

17
18 /s/ Jessica Flores
19 An employee of the
20 LAW OFFICE OF DANIEL MARKS
21
22
23
24
25
26
27
28



CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

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

11 Plaintiffs,

12 vs.

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

17 Defendants.

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

20 Counterclaimants,

20 vs.

21 STEVEN BARKET, an individual,

22 Counterdefendant.

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

26 Counter-Claimants,

27 vs.

28 STEVEN BARKET, an individual,

1 Counter-Defendant.

2 MICHAEL AHDERS, an individual,

3 Plaintiff,

4 vs.

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

8 Defendants.
9

10 **FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR NOVEMBER 19, 2020**
11 **ORDER DISMISSING PLAINTIFFS' MATTER WITH PREJUDICE**

12 THIS MATTER came before the Court on Plaintiffs' Motion for Entry of Confession of
13 Judgment, filed January 19, 2020; Defendants' Opposition to Plaintiffs' Motion for Entry of
14 Confession of Judgment and Countermotion for Sanctions Pursuant to EDCR 7.60, filed
15 February 12, 2020; Plaintiffs' Reply in Support of Motion for Entry of Confession of Judgment
16 and Opposition to Countermotion For Sanctions, filed March 11, 2020; Plaintiffs' Motion for
17 Sanctions Pursuant to NRCP 11, filed May 1, 2020; Defendants' Opposition to Plaintiffs' Motion
18 for Sanctions Pursuant to NRCP 11, filed May 22, 2020; Defendants' Reply to Countermotion
19 for Sanctions Per EDCR 7.60 Pertaining to Plaintiffs' Motion for Entry of Judgment, filed
20 October 13, 2020; Defendants' Motion to Dismiss With Prejudice and for Related Relief, filed
21 on July 29, 2020; Plaintiffs' Opposition thereto filed September 2, 2020; and Defendant' Reply
22 filed October 13, 2020. The Court having reviewed the matter, including all points and
23 authorities, and exhibits, and good cause appearing, hereby issues its decision.
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1 **FINDINGS OF FACT**

2 **THE COURT FINDS** that as a brief recitation of the underlying facts, the nature of the
3 dispute between Plaintiffs and Defendants surround a series of five loans: 1) November 7, 2016
4 in the amount of \$200,000; 2) November 21, 2016 in the amount of \$100,000; 3) December 20,
5 2016 in the amount of \$100,000; 4) January 20, 2017 in the amount of \$1,000,000; and 5) March
6 15, 2017 in the amount of \$200,000.

7 **THE COURT FURTHER FINDS** that on July 29, 2017 the parties entered into a
8 Settlement Agreement in which Defendant (Sharda) allegedly would assign all rights, title and
9 interest in the five promissory notes to Plaintiff, Steven Barket or his assigns.

10 **THE COURT FURTHER FINDS** that the Settlement Agreement is part of the action
11 currently pending before Judge Williams in Case No. A-15-712697-C. At the hearing held on
12 March 17, 2020, Judge Williams denied Plaintiffs' motion to enforce the Settlement Agreement.
13 An Evidentiary Hearing is currently set in that matter for March 29, 2021.

14 **THE COURT FURTHER FINDS** that on April 5, 2018, in Case No. A-17-763985-C,
15 Judge Williams entered an Order finding that the Confession of Judgment entered in that case
16 was an attempt to circumvent the loans in dispute in Case No. A-17-756274-C (this instant
17 matter) and held that the Confession of Judgment was void under NRCPC 60(b). Judge Williams
18 ordered that the Confession of Judgment filed by Cancer Care on November 1, 2017 was void
19 and set aside. The Confession of Judgment addressed by Judge Williams encompassed the
20 November 7, 2016 loan in the amount of \$200,000 (Loan No. 1) and the December 20, 2016 loan
21 in the amount of \$100,000 (Loan No. 3).

22 **THE COURT FURTHER FINDS** that on April 17, 2018, in Case No. A-17-763995-C
23 Judge Cadish entered an Order voiding the Confessions of Judgment finding that the judgment
24 was obtained by fraud, misrepresentation, or other misconduct of an adverse party within the
25 meaning of NRCPC 60(b)(3). This decision applied to the Confession of Judgment filed in that
26 matter on November 1, 2017 that encompassed the January 20, 2017 loan in the amount of
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1 \$1,000,000 (Loan No. 4) and the March 15, 2017 loan in the amount of \$200,000 (Loan No. 5).

2 **THE COURT FURTHER FINDS** that on May 17, 2019 this Court voided and set aside
3 the Confession of Judgment associated with Loan No. 2, dated November 21, 2016 in the amount
4 of \$100,000 plus interest pursuant to NRCP 60(b) in Case No. A-18-770121-C, which was
5 consolidated with this matter (Case No.: A-17-756274-C).

6 **THE COURT FURTHER FINDS** that Plaintiffs' Motion for Entry of Confession of
7 Judgment essentially seeks reconsideration of this Court's Order entered on May 17, 2019.

8 **THE COURT FURTHER FINDS** that the same Confession of Judgment was addressed
9 by Judge Cory in Case No.: A-19-806944-C during a hearing held on January 29, 2020. Pursuant
10 to Judge Cory's Order entered on February 21, 2020, Defendants Emergency Motion to Vacate
11 the Confession of Judgment Pursuant To NRCP 60(b); to Quash Any and All Writs of Execution
12 and/or Garnishment Pursuant to NRCP 60(b) Because the Judgment was Obtained by Fraud; to
13 Stay All Collection Activity, Including Writs of Execution; for Attorney's Fees and Costs; and to
14 Dismiss [the] Action With Prejudice, was granted and the matter was dismissed with prejudice.
15 Judge Cory noted that the Confession of Judgment was the same as was previously filed in this
16 case.
17

18 **THE COURT FURTHER FINDS** that to the extent that Plaintiffs' motion seeks
19 reconsideration of this Court's May 15, 2019 Order, the motion is untimely under EDCR 2.24(b),
20 which requires a party seeking reconsideration of a ruling of the court must file a motion for such
21 relief within 14 days after service of written notice of the order. When a timely motion for
22 reconsideration is filed, a district court may reconsider a previously decided issue if substantially
23 different evidence is subsequently introduced or the decision is clearly erroneous.

24 **THE COURT FURTHER FINDS** that there is no legal basis supporting Plaintiffs now
25 third request to enforce a Confession of Judgment that has been voided by this Court and Judge
26 Cory.

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1 **THE COURT FURTHER FINDS** that the district court has broad discretion to impose
2 sanctions pursuant to EDCR 7.60, but finds that an award of sanctions is not warranted at this
3 time.

4 **THE COURT FURTHER FINDS** that while Plaintiffs' motion for sanctions pursuant
5 to NRCP 11 asserts that Defendants Shafik Hirji and Shafik Brown and their counsels have
6 allegedly knowingly, purposefully and intentionally misrepresented the nature of payments made
7 by them to Steven Barket and Michael Ahders, there is no legal basis for an award of Rule 11
8 sanctions against Defendants or defense counsel.

9 **THE COURT FURTHER FINDS** that Defendants request for reasonable attorney's fees
10 and costs pursuant to EDCR 7.60(b) is not warranted at this time.

11 **THE COURT FURTHER FINDS** that with respect to Defendants' motion to dismiss
12 with prejudice pursuant to NRCP 41 (e)(6) and related relief should be GRANTED in part to the
13 extent that the facts in this case implicate the doctrines of collateral estoppel, claim preclusion,
14 and res judicata; and DENIED with respect to the other issues as moot.

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1 **THE COURT FURTHER FINDS** that each and every Confession of Judgment
2 pertaining to the loans alleged by Plaintiffs have been adjudicated as follows:

3 Loan No. 1: November 7, 2016 in the amount of \$200,000 declared void by Judge
4 Williams in Case No. A-17-763985-C, Order entered April 5, 2018;

5 Loan No. 2: November 21, 2016 in the amount of \$100,000 declared void by this Court
6 in Case No. A-18-770121-C, Order entered May 15, 2019, and declared
7 void by Judge Cory in Case No.: A-19-806944-C, Order entered February
8 21, 2020;

9 Loan No. 3: December 20, 2016 in the amount of \$100,000 declared void by Judge
10 Williams in Case No.: A-17-763985-C, Order entered April 5, 2018;

11 Loan No. 4: January 20, 2017 in the amount of \$1,000,000 declared void by Judge
12 Cadish in Case No. A-17-763995-C, ordered entered April 17, 2018; and

13 Loan No. 5: March 15, 2017 in the amount of \$200,000 declared void by Judge Cadish
14 in Case No. A-17-763995-C, ordered entered April 17, 2018.
15

16 **THE COURT FURTHER FINDS** that it is appropriate to dismiss this action with
17 prejudice because the parties have already litigated each and every Confession of Judgment
18 pertaining to the loans alleged by Plaintiffs. Each Confession of Judgment has been adjudicated
19 and declared void. The determination regarding each Confession of Judgment was actually
20 decided and necessary to the final order in each separate suit. Therefore, the doctrine of collateral
21 estoppel precludes the parties from relitigating these issues. *Univ. of Nevada v. Tarkanian*, 110
22 Nev. 581, 598 99, 879 P.2d 1180, 1191 (1994).

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1 **THE COURT FURTHER FINDS** that it is appropriate and necessary based upon the
2 history of the case and the related cases to dismiss this action with prejudice under the doctrine of
3 res judicata, claim preclusion, because these disputes involved the same parties or their privies,
4 valid and final judgments have been entered in each case, and this action is based on the same
5 claims, part of them, and/or could have been brought in the prior actions. *Kuptz-Blinkinsop v.*
6 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020) citing *Univ. of Nevada v.*
7 *Tarkanian*, 110 Nev. at 598-99, 879 P.2d at 1191.

8 **THE COURT FURTHER FINDS** that the facts of this case satisfy the three-part test the
9 Nevada Supreme Court adopted in *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d
10 709 (2008) for claim preclusion: (1) the parties or their privies are the same, (2) the final
11 judgment is valid, and (3) the subsequent action is based on the same claims or any part of them
12 that were or could have been brought in the first case. Further, the Nevada Supreme Court has
13 held that the doctrine of res judicata precludes parties or those in privity with them from
14 relitigating a cause of action or an issue which has been finally determined by a court of
15 competent jurisdiction. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271,
16 1275 (2020). The doctrine is intended to prevent multiple litigation causing vexation and expense
17 to the parties and wasted judicial resources by precluding parties from relitigating issues they
18 could have raised in a prior action concerning the same controversy. *Id.* Therefore, the doctrine
19 of res judicata precludes the parties in this case from relitigating these claims or any claims that
20 could have been brought.
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CONCLUSIONS OF LAW

1. **THE COURT HEREBY CONCLUDES** that EDCR 2.24(b) states that a party seeking reconsideration of a ruling of the court must file a motion for such relief within 14 days after service of written notice of the order. A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous. *Masonry & Tile Contractors Ass'n of S. Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).
2. **THE COURT FURTHER CONCLUDES** that Plaintiffs' motion for entry of confession of judgment essentially seeks reconsideration of this Court's Order entered on May 17, 2019 in Case No. A-18-770121-C, which was consolidated with this matter (Case No.: A-17-756274-C), wherein the Court held that the Confession of Judgment dated November 21, 2016 for \$100,000 plus interest was void under NRCp 60(b). This Court set aside and vacated the Confession of Judgment, granted Defendants motion for stay of execution, and consolidated the two matters.
3. **THE COURT FURTHER CONCLUDES** that Defendants filed a Countermotion for Sanctions Pursuant to EDCR 7.60 requesting sanctions under EDCR 7.60. Defendants argue that Plaintiffs motion is a frivolous motion and unnecessarily multiplies proceedings in a case to increase costs because Plaintiffs blatantly disregarded this Court's April 25, 2019 Order (which was entered on May 17, 2019). On December 13, 2019, Plaintiffs re-filed the same voided Confession of Judgment in the new action Case No. A-19-806944-C before Judge Cory and began to execute upon it, and attempted to take a third bite at the apple by filing the pending motion to enforce the same voided confession of judgment for a third time.

- 1 4. **THE COURT FURTHER CONCLUDES** that EDCR 7.60(b) states that the
2 court may, after notice and an opportunity to be heard, impose upon an attorney or
3 a party any and all sanctions which may, under the facts of the case, be reasonable,
4 including the imposition of fines, costs or attorney's fees when an attorney or a
5 party without just cause: (1) Presents to the court a motion or an opposition to a
6 motion which is obviously frivolous, unnecessary or unwarranted; [] or (3) So
7 multiplies the proceedings in a case as to increase costs unreasonably and
8 vexatiously. Despite the district court's broad discretion to impose sanctions, a
9 district court may only impose sanctions that are reasonably proportionate to the
10 litigant's misconduct. Proportionate sanctions are those which are roughly
11 proportionate to sanctions imposed in similar situations or for analogous levels of
12 culpability. *Emerson v. Eighth Judicial Dist. Court of State, ex rel. Cty. of Clark*,
13 127 Nev. 672, 681, 263 P.3d 224, 230 (2011) (internal citations and quotations
14 omitted).
- 15
- 16 5. **THE COURT FURTHER CONCLUDES** that Plaintiffs' filed a Motion for
17 Sanctions Pursuant to NRCP 11 on the basis that Defendants Shafik Hirji and
18 Shafik Brown and their counsels have allegedly knowingly, purposefully and
19 intentionally misrepresented the nature of payments made by them to Steven
20 Barket and Michael Ahders, because said arguments are false, have no merit, and
21 are without any evidentiary support.
- 22 6. **THE COURT FURTHER CONCLUDES** that the decision to award sanctions
23 is within the district court's sound discretion and will not be overturned absent a
24 manifest abuse of discretion. *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317,
25 330, 130 P.3d 1280, 1288 (2006). Rule 11 sanctions should be imposed for
26 frivolous actions, but they should not be imposed where the sanctions would have
27 a chilling effect and discourage attorneys from exercising imagination and
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1 perseverance on behalf of their clients. *Marshall v. Eighth Judicial Dist. Court In*
2 *& For Cty. of Clark*, 108 Nev. 459, 465, 836 P.2d 47, 52 (1992).

3 7. **THE COURT FURTHER CONCLUDES** that there is no legal basis for an
4 award of Rule 11 sanctions against Defendants or defense counsel.

5 8. **THE COURT FURTHER CONCLUDES** that issue preclusion, or collateral
6 estoppel, may be implicated when one or more of the parties to an earlier suit are
7 involved in subsequent litigation on a different claim. Issues that were determined
8 in the prior litigation arise in the later suit. If the common issue was actually
9 decided and necessary to the judgment in the earlier suit, its relitigation will be
10 precluded. *Univ. of Nevada v. Tarkanian*, 110 Nev. 581, 598 99, 879 P.2d 1180,
11 1191 (1994). On the other hand, claim preclusion, or merger and bar, is triggered
12 when a judgment is entered. *Id.* While issue preclusion is implicated when the
13 parties to an earlier suit are involved in a subsequent litigation on a different
14 claim, claim preclusion applies when a valid and final judgment on a claim
15 precludes a second action on that claim or any part of it. *Kuptz-Blinkinsop v.*
16 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020) citing *Univ. of*
17 *Nevada v. Tarkanian*, 110 Nev. at 598-99, 879 P.2d at 1191.

18 9. **THE COURT FURTHER CONCLUDES** that the Nevada Supreme Court has
19 adopted a three-part test from *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048,
20 194 P.3d 709 (2008) for claim preclusion: (1) the parties or their privies are the
21 same, (2) the final judgment is valid, and (3) the subsequent action is based on the
22 same claims or any part of them that were or could have been brought in the first
23 case.
24

25 10. **THE COURT FURTHER CONCLUDES** that the Nevada Supreme Court has
26 held that the doctrine of res judicata precludes parties or those in privity with them
27 from relitigating a cause of action or an issue which has been finally determined
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1 by a court of competent jurisdiction. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev.
2 Adv. Op. 40, 466 P.3d 1271, 1275 (2020). The doctrine is intended to prevent
3 multiple litigation causing vexation and expense to the parties and wasted judicial
4 resources by precluding parties from relitigating issues they could have raised in a
5 prior action concerning the same controversy. *Id.*

- 6 11. If any of these Conclusions of Law are more appropriately deemed Findings of
7 Fact, they shall be so deemed.

8 **ORDERS**

9 **WHEREFORE, BASED UPON THE ABOVE FINDINGS AND CONCLUSIONS:**

10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiffs Motion for
11 Entry of Confession of Judgment is DENIED WITH PREJUDICE as it is essentially a motion for
12 reconsideration of this Court's Order entered on May 17, 2019, which is untimely pursuant to
13 EDCR 2.24.
14

15 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Court exercises
16 its discretion and finds that an award of sanctions is not warranted at this time. Therefore,
17 Defendants' countermotion for sanctions pursuant to EDCR 7.60 is DENIED.

18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Plaintiffs'
19 motion for sanctions pursuant to NRCP 11 against Defendants and defense counsel is hereby
20 DENIED because there is no legal basis for an award of Rule 11 sanctions.

21 **IT IS FURTHER ORDERED** that Defendants request for reasonable attorney's fees and
22 costs pursuant to EDCR 7.60(b) for having to oppose Plaintiffs' motion for sanctions is
23 DENIED.

24 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that this matter is
25 DISMISSED WITH PREJUDICE, pursuant to the three-part test from *Five Star Capital Corp. v.*
26 *Ruby*, 124 Nev. 1048, 194 P.3d 709 (2008). Each and every Confession of Judgment pertaining
27 to the loans alleged by Plaintiffs have been adjudicated as follows:
28

1 Loan No. 1: November 7, 2016 in the amount of \$200,000 declared void by Judge
2 Williams in Case No. A-17-763985-C, Order entered April 5, 2018;
3 Loan No. 2: November 21, 2016 in the amount of \$100,000 declared void by this Court
4 in Case No. A-18-770121-C, Order entered May 15, 2019, and declared
5 void by Judge Cory in Case No.: A-19-806944-C, Order entered February
6 21, 2020;
7 Loan No. 3: December 20, 2016 in the amount of \$100,000 declared void by Judge
8 Williams in Case No.: A-17-763985-C, Order entered April 5, 2018;
9 Loan No. 4: January 20, 2017 in the amount of \$1,000,000 declared void by Judge
10 Cadish in Case No. A-17-763995-C, ordered entered April 17, 2018; and
11 Loan No. 5: March 15, 2017 in the amount of \$200,000 declared void by Judge Cadish
12 in Case No. A-17-763995-C, ordered entered April 17, 2018.
13

14 Each claim involves the same parties or their privies. Each adjudication reference above is a
15 valid and final judgment. The Nevada Supreme Court has held that the doctrine of res judicata
16 precludes parties or those in privity with them from relitigating a cause of action or an issue
17 which has been finally determined by a court of competent jurisdiction. *Kuptz-Blinkinsop v.*
18 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020). This matter is based on the same
19 claims or any part of them that were or could have been brought in the prior cases.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the remaining issues in Defendants' motion are DENIED as MOOT.

Dated this 14th day of December, 2020

Kerry S. Early

C79 527 3602 8FF2

Kerry Earley

District Court Judge
Appellate as to form and content:
MUSHKIN & COPPEDGE

Respectfully submitted by:
LAW OFFICE OF DANIEL MARKS

/s/ Teletha Zupan

DANIEL MARKS, ESQ.

Nevada State Bar No. 002003

TELETHA ZUPAN, ESQ.

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Approved as to form and content:

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/s/ Michael Mushkin

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Attorney for Plaintiffs, Steven Barket and

G65 Ventures, LLC

Approved as to form and content:

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HAROLD P. GEWERTER, ESQ.

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Attorney for Defendants, Navneet Sharda
and Trata, Inc.

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 Steven Barket, Plaintiff(s)

CASE NO: A-17-756274-C

7 vs.

DEPT. NO. Department 4

8 Shafik Hirji, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Findings of Fact, Conclusions of Law and Order was served via the
13 court's electronic eFile system to all recipients registered for e-Service on the above entitled
case as listed below:

14 Service Date: 12/14/2020

15 Karen Foley	kfoley@mccnvlaw.com
16 Michael Mushkin	michael@mccnvlaw.com
17 Harold Gewerter	harold@gewerterlaw.com
18 Daniel Marks	Office@danielmarks.net
19 Danie Marks	Office@danielmarks.net
20 Daniel Marks	office@danielmarks.net
21 Jan Richey	jan@mcdonaldlawyers.com
22 Teletha Zupan	tzupan@danielmarks.net
23 Charles ("CJ") Barnabi Jr.	cj@mcdonaldlawyers.com
24 Sarah Lauer-Overby	sarah.lo@olympialawpc.com
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DOCUMENT “26”

DOCUMENT “26”



MRCN
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Attorney for Defendant/Counterclaimants
Navneet Sharda & Trata, Inc.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

NAVNEET SHARDA, an individual; TRATA,
INC.; A Nevada corporation,

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counter-Defendant.

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

Dept. No.: IV

ORAL ARGUMENTS REQUESTED

Date of Hearing:
Time of Hearing:

**COUNTERCLAIMANTS' MOTION FOR CLARIFICATION, AND/OR IN THE
ALTERNATIVE, MOTION FOR RELIEF, RECONSIDERATION, AND/OR TO ALTER
OR AMEND JUDGMENT**

COMES NOW Counterclaimants Navneet Sharda, an individual and Trata, Inc., a Nevada

1 corporation (hereinafter collectively referred to as "Counterclaimants"), by and through their
2 attorney of record, Karen H. Ross, Esq. of The Law Office of Karen H. Ross, and hereby file their
3 Motion for Clarification, and/or in the Alternative, Motion for Relief, Reconsideration and/or to
4 Alter or Amend Judgment.

5
6 The instant Motion is made and based upon the following Memorandum of Points and
7 Authorities, the Declaration of Navneet Sharda, the Declaration of Karen H. Ross, Esq., the
8 exhibits attached hereto, all papers and pleadings on file herein, and any oral arguments which
9 may be allowed by the Court.

10 DATED this 28th day of December, 2020.

11 THE LAW OFFICE OF KAREN H. ROSS

12 

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14 Nevada Bar No. 9299
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20 karenross@khrlawgroup.com
21 *Attorney for Defendant/Counterclaimants*
22 *Navneet Sharda & Trata, Inc.*
23
24
25
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27
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**DECLARATION OF KAREN H. ROSS, ESQ. IN SUPPORT OF
COUNTERCLAIMANTS' MOTION FOR CLARIFICATION, AND/OR IN THE
ALTERNATIVE, MOTION FOR RELIEF, RECONSIDERATION, AND/OR TO ALTER
OR AMEND JUDGMENT**

I, KAREN H. ROSS, ESQ., declare:

1. I am counsel of record for Defendant/Counterclaimants, Navneet Sharda, and Trata, Inc., in this matter. The facts below in this Declaration are known to me personally or are based upon my information and belief, and if called upon to do so, I would competently testify under oath regarding same.
2. This Declaration is filed in support of Counterclaimants' Motion for Clarification, and/or in the Alternative, Motion for Relief, Reconsideration, and/or to Alter or Amend Judgment ("Motion").
3. That on December 9, 2020, Counterclaimants retained The Law Office of Karen H. Ross in the instant case.
4. That on June 1, 2017, Steven Barket and G65 Ventures, LLC, a Nevada Limited Liability Company filed a Verified Complaint asserting claims against Navneet Sharda. *See* Verified Complaint.
5. That on August 11, 2017, Steven Barket and G65 Ventures, LLC filed an Amended Verified Complaint. *See* Amended Verified Complaint.
6. That on September 5, 2017, Navneet Sharda and Trata, Inc., a Nevada corporation, asserted ("Counterclaimants") counterclaims against Steven Barket in District Court Case No. A-17-756274-C. *See* Answer and Counterclaim.
7. That Counterclaimants asserted claims for i) Breach of Contract; ii) Breach of Duty of Good Faith and Fair Dealing; and iii) Tortious Interference with Contractual Relations (collectively "Counterclaims"). *Id.*

- 1 8. That on October 17, 2018, Counterclaimants retained new counsel, Harold P. Gewerter,
2 Esq. *See* Substitution of Attorney.
- 3 9. That upon information and belief, on January 4, 2018, Mr. Gewerter was suspended from
4 the practice of law for one (1) year, stayed for a period of two (2) years so long as he
5 complied with certain conditions. A true and correct copy of Order Approving Conditional
6 Guilty Plea Agreement is attached as Ex. 1.
- 7
- 8 10. That on May 31, 2019, Counterclaimant propounded written discovery (Requests for
9 Admissions; Interrogatories and Requests for Production of Documents). *See*
10 Counterclaimants' Motion to Declare Responses to Admissions Deemed Admitted.
- 11
- 12 11. That the responses to the Requests for Admissions were served July 8, 2019. A true and
13 correct copy of the February 4, 2020 Hearing Minutes are attached as Ex. 2.
- 14 12. That the Court determined the substantive responses stand and objections are waived due
15 to untimeliness. *Id.*
- 16 13. That on January 19, 2020, Plaintiffs filed a Motion for Entry of Confession of Judgment.
17 *See* Motion for Entry of Confession of Judgment.
- 18
- 19 14. That on February 4, 2020, Counterclaimants argued a Motion to Compel Responses to
20 Interrogatories and Requests for Production of Documents. *See* February 4, 2020 Hearing
21 Minutes, Ex. 2.
- 22 15. At that time, the Court determined a full response was required, to the extent it had not
23 been done, to the interrogatories and requests for production of documents, with any
24 deficiencies enumerated to Plaintiff and ordering the parties to conduct another
25 2.34. *See* February 4, 2020 Hearing Minutes, Ex. 2.
- 26
- 27 16. That on February 12, 2020, Defendants filed an Opposition to Plaintiffs' Motion for Entry
28 of Confession of Judgment and Countermotion for Sanctions Pursuant to EDCR 7.60.

1 *See* Opposition to Plaintiffs' Motion for Entry of Confession of Judgment and
2 Countermotion for Sanctions Pursuant to EDCR 7.60.

3 17. That on March 6, 2020, Counter Claimants were awarded \$3,225.00 in attorneys' fees; the
4 Court determined discovery was due that had not been received, Counterclaimants have
5 been unable to take a deposition and discovery closed on March 5, 2020.

6 18. That on March 11, 2020, Plaintiffs filed a Reply in Support of Motion for Entry of
7 Confession of Judgment and Opposition to Countermotion For Sanctions. *See* Reply in
8 Support of Motion for Entry of Confession of Judgment and Opposition to Countermotion
9 For Sanctions.
10 For Sanctions.

11 19. That on March 16, 2020, the Court extended all discovery deadlines by four (4) months.

12 20. That on March 17, 2020, the Governor issued an Emergency Directive, stay at home orders,
13 due to COVID-19.

14 21. In connection therewith, Chief Judge Linda Marie Bell issued certain Administrative
15 Orders, limiting discovery and staying deadlines. *See* AO 20-09; AO 20-13 and AO 20-17.

16 22. That on April 6, 2020, upon information and belief, Mr. Gewerter received a Letter of
17 Reprimand. A true and correct copy of the Letter of Reprimand is attached as Ex. 3.

18 23. That on May 1, 2020, Plaintiffs filed a Motion for Sanctions Pursuant to NRCP 11. *See*
19 Motion for Sanctions Pursuant to NRCP 11.

20 24. That on May 22, 2020, Defendants' filed an Opposition to Plaintiffs' Motion for Sanctions
21 Pursuant to NRCP 11. *See* Opposition to Plaintiffs' Motion for Sanctions Pursuant to
22 NRCP 11.

23 25. That on July 29, 2020, Defendants filed a Motion to Dismiss With Prejudice and for
24 Related Relief. *See* Motion to Dismiss With Prejudice and for Related Relief.

25 26. That on September 2, 2020, Plaintiffs filed an Opposition to Motion to Dismiss. *See*
26 Opposition to Motion to Dismiss.
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27. That on October 13, 2020, Defendants filed a Reply to Countermotion for Sanctions Per EDCR 7.60 Pertaining to Plaintiffs' Motion for Entry of Judgment and Reply to Motion to Dismiss. *See* Reply to Countermotion; *see also* Reply to Motion to Dismiss.
28. That on October 26, 2020, the Supreme Court of Nevada lifted the stay on Mr. Gewerter's suspension for a period of one year. A true and correct copy of the Order of Suspension is attached as Ex. 4.
29. That on November 19, 2020, an in chambers hearing was held regarding Plaintiff's Motion for Entry of Confession of Judgment, Defendants' Countermotion for Sanctions Per EDCR 7.60, Defendant's Motion to Dismiss with Prejudice and for Related Relief and Plaintiff's Motion for Sanctions Pursuant to NRCP 11.
30. That upon information and belief, on December 3, 2020, Mr. Gewerter informed Dr. Sharda that he was no longer able to represent the Counterclaimants in this matter.
31. That upon information and belief, Dr. Sharda has been unable to retrieve a copy of his file.
32. That on December 4, 2020, the case was statistically closed, identifying "Involuntary Dismissal" as the basis. *See* Civil Order to Statistically Close Case.
33. That on December 14, 2020, Findings of Facts and Conclusions of Law for November 19, 2020 Order Dismissing Plaintiffs' Matter with Prejudice was entered.
34. That I reviewed the docket and relevant case filings and minutes and did not identify any adjudication of the Counterclaims.
35. To date, there has been no adjudication of the Counterclaims and therefore no final judgment.
36. That upon information and belief, the case in entirety was closed due to an administrative error.
37. That due to the administrative error, the case needs to be reopened and discovery needs to be conducted to present facts essential to demonstrate that the subject agreement contained

1 a non-disparagement provision, prohibiting either party from disparaging each other, a
2 stipulation of liquidated damages in the amount of \$250,000 and to injunctive relief. A
3 true and correct copy of the Agreement is attached as Ex. 5 at p.4.

4
5 38. That upon information and belief, Counter-Defendant created a website styled "Dr. Nav
6 Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat." A true and correct copy
7 of the Website Screenshots are attached as Ex. 6.

8 39. That discovery needs to be conducted to identify the developer of this website, Counter-
9 Defendant's intent to disparage Counter-Claimant, furthering his intent to interfere with
10 the loans for the furniture venture and Counter-Claimant's damages.

11 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is
12 true and correct.

13 Executed this 28th day of December, 2020
14

15 THE LAW OFFICE OF KAREN H. ROSS

16 

17 KAREN H. ROSS, ESQ.
18 Nevada Bar No. 9299
19 2275 Corporate Circle, Suite 160
20 Henderson, Nevada 89074
21 Attorney for Defendant/Counterclaimants
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**DECLARATION OF NAVNEET SHARDA IN SUPPORT OF COUNTERCLAIMANTS'
MOTION FOR CLARIFICATION, AND/OR IN THE ALTERNATIVE, MOTION FOR
RELIEF, RECONSIDERATION, AND/OR TO ALTER OR AMEND JUDGMENT**

I, NAVNEET SHARDA, declare:

1. I am Defendant/Counterclaimant in this matter and I am the sole officer of Trata, Inc.
2. The facts below in this Declaration are known to me personally or are based upon my information and belief, and if called upon to do so, I would competently testify under oath regarding same.
3. This Declaration is filed in support of Counterclaimants' Motion for Clarification, and/or in the Alternative, Motion for Relief, Reconsideration, and/or to Alter or Amend Judgment ("Motion").
4. That on June 1, 2017, Steven Barket and G65 Ventures, LLC, a Nevada Limited Liability Company filed a Verified Complaint asserting claims against me. *See* Verified Complaint.
5. That on August 11, 2017, Steven Barket and G65 Ventures, LLC filed an Amended Verified Complaint. *See* Amended Verified Complaint.
6. That on August 11, 2017, my counsel at the time, Bryan Naddafi, Esq., filed an Answer and Counterclaims against Steven Barket in District Court Case No. A-17-7562740C. *See* Answer and Counterclaim.
7. That the counterclaims asserted claims for i) Breach of Contract; ii) Breach of Duty of Good Faith and Fair Dealing; and iii) Tortious Interference with Contractual Relations (collectively "Counterclaims"). *Id.*
8. That on October 17, 2018, I retained new counsel, Harold P. Gewerter, Esq. *See* Substitution of Attorney.
9. That on December 3, 2020, Mr. Gewerter informed me that he was no longer able to represent me or my company Trata, Inc. in this matter.
10. That I have made numerous attempts to receive a copy of my file.

- 1 11. That to date, I have been unable to retrieve a copy of the file.
- 2 12. That on December 9, 2020, I retained The Law Office of Karen H. Ross.
- 3 13. That at my initial meeting with Ms. Ross, I learned that the case had been closed.
- 4 14. That the counterclaims relate to a website styled "Dr. Nav Sharda, Radiation Oncologist
- 5 Las Vegas, A K A Dr. Deadbeat." A true and correct copy of the Website Screenshots are
- 6 attached as Ex. 6.
- 7
- 8 15. That upon information and belief, Counter Defendant developed this website.
- 9 16. That discovery needs to be conducted to identify the developer of this website, Counter-
- 10 Defendant's intent to disparage me furthering his intent to interfere with the loans for the
- 11 furniture venture and to damages.

12 Executed this 27th day of December, 2020

13

14 /s/ Navneet Sharda

15 NAVNEET SHARDA

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MEMORANDUM OF POINTS AND AUTHORITIES

I. PREFATORY STATEMENT

The instant motion is brought due to an administrative error that resulted in the closure of the case as a whole on December 4, 2020. However, there was no final judgment that was ever entered as to the counterclaims. Alternatively, the affirmative claims were disposed of by Findings of Facts and Conclusions of Law that were entered December 14, 2020 (“FFCL”). Because there is no final judgment, this motion seeks to re-open the case only as to the counterclaims.

II. STATEMENT OF FACTS

A. RELEVANT PROCEDURAL HISTORY

On September 5, 2017, Navneet Sharda and Trata, Inc., a Nevada corporation, asserted (“Counterclaimants”) counterclaims against Steven Barket in District Court Case No. A-17-756274-C. *See* Declaration of Karen H. Ross at ¶6. The Counterclaimants asserted claims for i) Breach of Contract; ii) Breach of Duty of Good Faith and Fair Dealing; and iii) Tortious Interference with Contractual Relations (collectively “Counterclaims”). *Id* at ¶7. On October 17, 2018, Counterclaimants retained new counsel, Harold P. Gewerter, Esq. *Id* at ¶8. On January 4, 2018, Mr. Gewerter was suspended from the practice of law for one (1) year, stayed for a period of two (2) years so long as he complied with certain conditions. *Id* at ¶9. On May 31, 2019, Counterclaimant propounded written discovery (Requests for Admissions; Interrogatories and Requests for Production of Documents). *Id* at ¶10. The responses to the Requests for Admissions were served July 8, 2019. *Id* at ¶11. The Court determined the substantive responses stand and objections are waived due to untimeliness. *Id* at ¶12.

On January 19, 2020, Plaintiffs filed a Motion for Entry of Confession of Judgment. *Id* at ¶13. On February 4, 2020, Counterclaimants argued a Motion to Compel Responses to Interrogatories and Requests for Production of Documents. *Id* at ¶14. At that time, the Court

1 determined a full response was required, to the extent it had not been done, to the interrogatories
2 and requests for production of documents, with any deficiencies enumerated to Plaintiff and
3 ordering the parties to conduct another 2.34. *Id* at ¶15. On February 12, 2020, Defendants filed an
4 Opposition to Plaintiffs' Motion for Entry of Confession of Judgment and Countermotion for
5 Sanctions Pursuant to EDCR 7.60. *Id* at ¶16. On March 6, 2020, Counter Claimants were awarded
6 \$3225 in attorneys' fees; the Court determined discovery was due that had not been received,
7 Counterclaimants have been unable to take a deposition and discovery closed on March 5, 2020.
8 *Id* at ¶17. On March 11, 2020, Plaintiffs filed a Reply in Support of Motion for Entry of Confession
9 of Judgment and Opposition to Countermotion For Sanctions. *Id* at ¶18. On March 16, 2020, the
10 Court extended all discovery deadlines by four (4) months. *Id* at ¶19.

11
12 On March 17, 2020, the Governor issued an Emergency Directive, stay at home orders,
13 due to COVID-19. *Id* at ¶20. In connection therewith, Chief Judge Linda Marie Bell issued certain
14 Administrative Orders, limiting discovery and staying deadlines. *Id* at ¶21. On April 6, 2020, Mr.
15 Gewerter received a Letter of Reprimand. *Id* at ¶22. On May 1, 2020, Plaintiffs filed a Motion for
16 Sanctions Pursuant to NRCP 11. *Id* at ¶23. On May 22, 2020, Defendants filed an Opposition to
17 Plaintiffs' Motion for Sanctions Pursuant to NRCP 11. *Id* at ¶24. On July 29, 2020, Defendants
18 filed a Motion to Dismiss With Prejudice and for Related Relief *Id* at ¶25. On September 2, 2020,
19 Plaintiffs filed an Opposition to Motion to Dismiss. *Id* at ¶26. On October 13, 2020, Defendants
20 filed a Reply to Countermotion for Sanctions Per EDCR 7.60 Pertaining to Plaintiffs' Motion for
21 Entry of Judgment and Reply to Motion to Dismiss. *Id* at ¶27. On October 26, 2020, the Supreme
22 Court of Nevada lifted the stay on Mr. Gewerter's suspension for a period of one year. *Id* at ¶28.

23
24 On November 19, 2020, an in chambers hearing was held regarding Plaintiff's Motion for
25 Entry of Confession of Judgment, Defendants' Countermotion for Sanctions Per EDCR 7.60,
26 Defendant's Motion to Dismiss with Prejudice and for Related Relief and Plaintiff's Motion for
27 Sanctions Pursuant to NRCP 11. *Id* at ¶29. On December 3, 2020, Mr. Gewerter informed Dr.
28

1 Sharda that he was no longer able to represent the Counterclaimants in this matter. *Id* at ¶30. To
2 date, Dr. Sharda has been unable to retrieve a copy of his file. *Id* at ¶31. On December 4, 2020, the
3 case was statistically closed, identifying “Involuntary Dismissal” as the basis. *Id* at ¶32. On
4 December 14, 2020, Findings of Facts and Conclusions of Law for November 19, 2020 Order
5 Dismissing Plaintiffs’ Matter with Prejudice were entered. *Id* at ¶33.

7 **III. LEGAL AUTHORITIES AND ARGUMENT**

8 **A. REQUEST FOR CLARIFICATION**

9 **I. No Final Judgment on the Counterclaims.**

10 To date, there has been no adjudication of the Counterclaims and therefore no final
11 judgment. *See* Declaration of Karen H. Ross at ¶34. The case in entirety was closed due to an
12 administrative error. *Id* at ¶35. Due to the administrative error, the case needs to be reopened
13 and discovery needs to be conducted to present facts essential to demonstrate that the subject
14 agreement contained a non-disparagement provision, prohibiting either party from disparaging
15 each other, stipulating to liquidated damages in the amount of \$250,000 and to injunctive relief. *Id*
16 at ¶37. Counter-Defendant created a website styled “Dr. Nav Sharda, Radiation Oncologist Las
17 Vegas, A K A Dr. Deadbeat.” *Id* at ¶38. Discovery needs to be conducted to identify the developer
18 of this website, Counter-Defendant’s intent to disparage Counter-Claimant, furthering his intent to
19 interfere with the loans for the furniture venture and Counter-Claimant’s damages. *Id* at ¶39.

22 “With respect to an order clarifying a judgment or decree, the district court only has
23 inherent power to construe its judgments and decrees for the purpose of removing any ambiguity.”
24 *See Mizrachi v. Mizrachi*, 132 Nev. Adv. Op. 66, 385 P. 3d 982 (2016). A “clarification of a
25 judgment involves the district court defining the rights that have already been awarded to the
26 parties and leaves their substantive rights unchanged.” *Id*.

28 Here, the statistical case closure identifying “Involuntary Dismissal” filed December 4,
2020 and the FFCL entered December 14, 2020 (that did not address the counterclaims), were

1 ambiguous because the Orders did not specifically identify the counterclaims. For this reason,
2 Counterclaimants respectfully request clarification as to the judgment on the Counterclaims.

3 **B. REQUEST FOR RELIEF FROM THE DECEMBER 4, 2020 STATISTICAL**
4 **CASE CLOSURE PURSUANT TO NRCP 60.**

5 **NRCP 60 states in pertinent part:**

6 **(a) Corrections Based on Clerical Mistakes; Oversights and Omissions.** The court
7 may correct a clerical mistake or a mistake arising from oversight or omission
8 whenever one is found in a judgment, order, or other part of the record. The court may
9 do so on motion or on its own, with or without notice. But after an appeal has been
docketed in the appellate court and while it is pending, such a mistake may be corrected
only with the appellate court's leave.

10 **(b) Grounds for Relief From a Final Judgment, Order, or Proceeding.** On motion
11 and just terms, the court may relieve a party or its legal representative from a final
12 judgment, order, or proceeding for the following reasons:

- 13 (1) mistake, inadvertence, surprise, or excusable neglect;
- 14 (2) newly discovered evidence that, with reasonable diligence, could not have
been discovered in time to move for a new trial under Rule 59(b);
- 15 (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation,
or misconduct by an opposing party;
- 16 (4) the judgment is void;
- 17 (5) the judgment has been satisfied, released, or discharged; it is based on an
earlier judgment that has been reversed or vacated; or applying it prospectively
is no longer equitable; or
- 18 (6) any other reason that justifies relief.

19 *See* NRCP 60

20 Because there was no final judgment on the counterclaims, a clerical error must have
21 occurred when the FFCL were entered as to the affirmative claims and as to other matters. For this
22 reason, relief from the statistical case closure is appropriate.

23
24 **1. BECAUSE COUNTER-DEFENDANT DID NOT MOVE FOR THE**
25 **COUNTERCLAIMS TO BE INVOLUNTARILY DISMISSED, THE**
“INVOLUNTARY DISMISSAL” IS AN ERROR.

26 On December 4, 2020, the Court issued an Order statistically closing the case, noting the
27 reason as “Involuntary Dismissal.” *See* Declaration of Karen H. Ross, Esq. at ¶32. The lower
28 right corner of the Order is stamped “Statistically closed: USJR – CV – Involuntary (statutory)

Dismissal (USID).”

NRCP 41(b), entitled “Involuntary Dismissal: Effect” provides:

If the plaintiff fails to comply with these rules or a court order, a defendant may move to dismiss the action or any claim against the defendant. Unless the dismissal order or an applicable statute provides otherwise, a dismissal under Rule 41(b) and any dismissal not under this rule--except one for lack of jurisdiction, improper venue, or failure to join a party under Rule 19--operates as an adjudication on the merits.

See NRCP 41(b).

NRCP 41(b) is different from its federal counterpart in that the Nevada rule does not take into account the plaintiff’s “failure to prosecute” a case, which is specifically reserved for NRCP 41(e). Because Counter-Defendant did not move for the Counterclaims to be Involuntarily Dismissed, the clerical error should be set aside.

C. REQUEST FOR RECONSIDERATION PURSUANT TO EDCR 2.24(b)

Pursuant to EDCR 2.24(b), a party seeking reconsideration of a ruling of the court must file a motion for such relief within fourteen (14) days after service of written notice of the order. A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous. *See Masonry & Tile Contractors Ass’n of S. Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997). Here, to the extent the FFCL extends to the counterclaims, the involuntary dismissal is erroneous. The motions that were the subject of the FFCL did not seek adjudication of the counterclaims.

1. CLAIM PRECLUSION DOES NOT BAR THE COUNTERCLAIMS.

“Under Nevada law, claim preclusion applies when three factors are met: (1) the parties or their privies are the same, (2) the final judgment is valid, and (3) the subsequent action is based on the same claims or any part of them that were or could have been brought in the first case.” *See Cutts v. Richland Holdings, Inc.*, 953 F.3d 554, 557 (9th Cir. 2019), *certified question accepted*, 459 P.3d 233 (Nev. 2019), and *certified question dismissed*, 459 P.3d 226 (Nev. 2020). Under the

1 third prong, a compulsory counterclaim that was not brought in an earlier action is subject to claim
2 preclusion, but a permissive counterclaim is not. *Id.* Whether a counterclaim is compulsory under
3 Nevada law is governed by Rule 13 of the Nevada Rules of Civil Procedure.

4 NRCP Rule 13 provides:

5 A pleading must state as a counterclaim any claim that—at the time of its service—
6 the pleader has against an opposing party if the claim:

- 7 (A) arises out of the transaction or occurrence that is the subject matter of
8 the opposing party's claim; and
9 (B) does not require adding another party over whom the court cannot
acquire jurisdiction.

10 *See* NRCP Rule 13.

11 Two claims “arise out of the same transaction or occurrence” if “the pertinent facts of the
12 different claims are so logically related that issues of judicial economy and fairness mandate that
13 all issues be tried in one suit.” *See Cutts*, 953 F.3d 554, at 558. The FFCL dismissed Plaintiffs’
14 causes of action with prejudice based on theories of res-judicata (claim preclusion), and collateral
15 estoppel (issue preclusion). *See* FFCL, Ex. 7. Specifically, the Court determined that because the
16 nature of the dispute between Plaintiffs and Defendants related to a series of five (5) loans, each
17 connected to separate confessions of judgment that were considered void by final order in prior
18 proceedings, the doctrines of res-judicata and collateral estoppel precluded the parties in this case
19 from relitigating these claims or any claims that could have been brought in the prior cases. *Id.*
20 Most critically, the FFCL made no findings of fact or conclusions of law pertaining to the
21 counterclaims, as there were no pending motions regarding these matters.

22 Furthermore, the facts giving rise to the counterclaims are unrelated to the confessions of
23 judgment that were considered void by a final order in prior proceedings. Alternatively, the
24 counterclaims were solely based on an Agreement dated August 15, 2016 between Sharda and
25 Barket prohibiting the parties from disparaging one another and Barket’s intentional interference
26 with Sharda’s financing of the furniture ventures, by way of further disparagement. *See*
27
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Agreement, Ex. 5. For this reason, the third prong of claim preclusion fails because the relevant claims did not “arise out of the same transaction or occurrence.” *See Cutts*, 953 F.3d 554, at 558.

2. ISSUE PRECLUSION DOES NOT BAR THE COUNTERCLAIMS.

Issue Preclusion exists when: (1) the issue decided in the prior litigation must be identical to the issue presented in the current action; (2) the initial ruling must have been on the merits and have become final; (3) the party against whom the judgment is asserted must have been a party or in privity with a party to the prior litigation; and (4) the issue was actually and necessarily litigated. *See Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d 709 (2008), *holding modified by Weddell v. Sharp*, 131 Nev. 233, 350 P.3d 80 (2015). “While claim preclusion may apply in a suit to preclude both claims that were or could have been raised in a prior suit, issue preclusion would not preclude those issues not raised in the prior suit.” *Id.*

The FFCL stated:

THE COURT FURTHER FINDS that it is appropriate to dismiss this action with prejudice because the parties have already litigated each and every Confession of Judgment pertaining to the loans alleged by Plaintiff.

See FFCL at 7.

Counter-Claimants filed the following counterclaims: i) Breach of Contract; ii) Breach of Duty of Good Faith and Fair Dealing and iii) Tortious Interference with Contractual Relations. *See* Answer and Counterclaim. These claims all arise from Counter-Defendant’s breach of the non-disparagement provision contained in the written agreement between Sharda and Barket that is completely separate and apart from the five (5) voided confessions of judgment. *See* Agreement, Ex. 5. More specifically, the pertinent facts and issues relating to the counterclaims were not raised in the prior litigation that resulted in the Court voiding the five (5) Confessions of Judgment. For these reasons, issue preclusion does not preclude the litigation of the counterclaims because the

1 pertinent facts and issues relating to the Counterclaims were not raised in any prior suit. *See Five*
2 *Star Capitol Corp*, 124 Nev. 1048, 194 P.3d at 709.

3 **D. REQUEST TO ALTER OR AMEND JUDGMENT PURSUANT TO NRCP 59(e).**

4 Pursuant to NRCP 59(e), a motion to alter or amend a judgment must be filed no later than 28
5 days after service of written notice of entry of judgment. *See* NRCP 59(e). In Nevada, the
6 extraordinary remedy provided by a motion to alter or amend judgment is available in four basic
7 situations: (1) when the motion is necessary to correct manifest errors of law or fact upon which
8 the judgment rests; (2) when the motion is necessary to present newly discovered or previously
9 unavailable evidence; (3) when the motion is necessary to prevent manifest injustice; and (4) when
10 the amendment is justified by an intervening change in controlling law. *See Stevo Design, Inc. v.*
11 *SBR Mktg. Ltd.*, 919 F. Supp. 2d 1112 (D. Nev. 2013). Furthermore, pursuant to NRCP 54(b),
12 when multiple parties are involved in an action, a judgment is not final unless rights and liabilities
13 of all parties are adjudicated. *See Rae v. All Am. Life & Cas. Co.*, 95 Nev. 920, 605 P.2d 196
14 (1979). Here, the statistical case closure on December 4, 2020 and the FFCL entered December
15 14, 2020 collectively disposed of every claim associated with this case. The global dismissal was
16 a clerical error because the counterclaims were never adjudicated on the merits and a manifest
17 injustice would result if claims were disposed without adjudication. For these reasons, the Order
18 statistically closing the case should be amended to exclude the counterclaims.
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IV. CONCLUSION

For the reasons stated above, Counterclaimants respectfully request that the Court clarify its December 4, 2020 statistical case closure and set it aside to the extent it disposes of the Counterclaims because there has been no final judgment of the Counterclaims.

DATED this 28th day of December, 2020.

THE LAW OFFICE OF KAREN H. ROSS



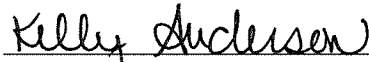
KAREN H. ROSS, ESQ.
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Phone: (702) 485-4152
Fax: (702) 485-4125
karenross@khrlawgroup.com
Attorney for Defendant/Counterclaimants
Navneet Sharda & Trata, Inc.

1
2 **CERTIFICATE OF SERVICE**

3 I HEREBY CERTIFY that on the 28th day of December 2020, a true and correct copy of
4 **COUNTERCLAIMANTS' MOTION FOR CLARIFICATION, AND/OR IN THE**
5 **ALTERNATIVE, MOTION FOR RELIEF, RECONSIDERATION, AND/OR TO ALTER**
6 **OR AMEND JUDGMENT** was electronically served through the Court's electronic filing system
7 addressed to the following:
8

9 Michael R. Mushkin, Esq.
10 MUSHKIN & COPPEDGE
11 6070 South Eastern Avenue, Ste. 270
12 *Attorney for Plaintiffs Steven Barket*
13 *and G65 Ventures, LLC*

14 Daniel Marks, Esq.
15 Teletha Zupan
16 LAW OFFICE OF DANIEL MARKS
17 610 South Ninth Street
18 Las Vegas, Nevada 89101
19 *Attorneys for Defendants Shafik Hirji,*
20 *Shafik Brown and Furniture Boutique, LLC*

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An employee of The Law Office of Karen H. Ross

EXHIBIT 1

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF DISCIPLINE OF
HAROLD P. GEWERTER, BAR NO. 499.

No. 73529

FILED

JAN 04 2018

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *[Signature]*
CHIEF DEPUTY CLERK

ORDER APPROVING CONDITIONAL GUILTY PLEA AGREEMENT

This is an automatic review of a Southern Nevada Disciplinary Board hearing panel's recommendation that this court approve, pursuant to SCR 113, a conditional guilty plea in exchange for a stated form of discipline for attorney Harold P. Gewerter. Under this agreement, Gewerter admitted to violations of RPC 1.15 (safekeeping property) and RPC 8.4 (misconduct). The agreement provides for a one-year suspension, with that suspension stayed for two years. During the two-year stay, the agreement requires Gewerter to submit quarterly audits of his trust account to the State Bar, conducted at Gewerter's expense; to attend a fee dispute program regarding a separate client grievance and pay any resulting award; and to pay \$2,500 in administrative fees plus the actual costs of the proceedings pursuant to SCR 120. If Gewerter violates these conditions or another grievance filed against Gewerter results in a formal hearing, the stay would be revoked and discipline would be imposed.

Gewerter has admitted to the facts and violations alleged in the complaint. The record therefore establishes that Gewerter mismanaged his trust account by failing to keep accurate records and by allowing third parties to access trust account checks, leading to his trust account being overdrawn on two occasions.

In determining the appropriate discipline, we weigh four factors: "the duty violated, the lawyer's mental state, the potential or actual injury caused by the lawyer's misconduct, and the existence of aggravating and mitigating factors." *In re Discipline of Lerner*, 124 Nev. 1232, 1246, 197 P.3d 1067, 1077 (2008). In this case, Gewerter violated duties owed to his clients (safekeeping property) and the profession (misconduct). Gewerter's mental state was with knowledge as he was aware that he was not keeping accurate records of his trust account. While at least one client was delayed in receiving funds, there was no other injury from the trust account mismanagement, but there was potential for injury. The panel found two aggravating factors (prior disciplinary offense and substantial experience in the practice of law) and four mitigating factors (absence of dishonest motive, timely good faith effort to make restitution or to rectify consequences of misconduct, interim rehabilitation, and remoteness of prior offenses).

Based on the most serious instance of misconduct at issue, *see Compendium of Professional Responsibility Rules and Standards* 452 (Am. Bar Ass'n 2016) ("The ultimate sanction imposed should at least be consistent with the sanction for the most serious instance of misconduct among a number of violations."), the baseline sanction before considering aggravating and mitigating circumstances is suspension. *See id.* at Standard 4.12 (providing that suspension is appropriate when an attorney "knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client"). In light of the foregoing and the mitigating circumstances, we conclude that the agreed-upon stayed one-year suspension is appropriate. The duration of the suspension along with the other conditions imposed are sufficient to serve the purpose of

attorney discipline—to protect the public, the courts, and the legal profession, not to punish the attorney. *State Bar of Nev. v. Claiborne*, 104 Nev. 115, 213, 756 P.2d 464, 527-28 (1988). Thus, we conclude that the guilty plea agreement should be approved. See SCR 113(1).

Accordingly, we hereby suspend attorney Harold P. Gewerter from the practice of law in Nevada for one year commencing from the date of this order. The suspension shall be stayed for a period of two years so long as Gewerter complies with all of the conditions set forth in the hearing panel's findings of fact, conclusions of law, and recommendation. The parties shall comply with SCR 121.1.

It is so ORDERED.

Douglas, C.J.
Douglas

Cherry, J.
Cherry

Gibbons, J.
Gibbons

Pickering, J.
Pickering

Hardesty, J.
Hardesty

Parraguirre, J.
Parraguirre

Stiglich, J.
Stiglich

cc: Chair, Southern Nevada Disciplinary Board
Pitaro & Fumo, Chtd.
C. Stanley Hunterton, Bar Counsel, State Bar of Nevada
Kimber K. Farmer, Executive Director, State Bar of Nevada
Perry Thompson, Admissions Office, U.S. Supreme Court

EXHIBIT 2

DISTRICT COURT
CLARK COUNTY, NEVADA

Intentional Misconduct

COURT MINUTES

February 04, 2020

A-17-756274-C Steven Barket, Plaintiff(s)
vs.
Shafik Hirji, Defendant(s)

February 04, 2020 09:00 AM All Pending Motions

HEARD BY: Truman, Erin COURTROOM: RJC Level 5 Hearing Room

COURT CLERK: Ortega, Natalie

RECORDER: Haak, Francesca

REPORTER:

PARTIES PRESENT:

Charles E. Barnabi Attorney for Counter Defendant, Plaintiff

Harold P. Gewerter Attorney for Counter Claimant, Defendant

Teletha L. Zupan Attorney for Counter Claimant, Defendant

JOURNAL ENTRIES

COUNTERCLAIMANTS' MOTION TO DECLARE RESPONSES TO ADMISSIONS DEEMED ADMITTED OPPOSITION TO COUNTERCLAIMANT'S MOTION TO DECLARE RESPONSES TO ADMISSIONS DEEMED ADMITTED AND COUNTER-MOTION PURSUANT TO NRCP36(B) STATUS CHECK: ATTORNEYS FEES AND COSTS COUNTERCLAIMANTS' MOTION TO COMPEL

As to Counterclaimants' Motion To Declare Responses To Admissions Deemed Admitted: COMMISSIONER NOTED the admissions were late. As a matter of law the request for admissions were admitted. Plaintiff brought a counter-motion to withdraw the admissions. Those were served July 8, 2019. Their responses for admissions were responded to. The Court had to consider whether or not there was prejudice to allow those to be withdrawn. COMMISSIONER RECOMMENDED, the Request to Deemed Admitted MOOT because they were admitted as a matter of law. The Commissioner would hear the counter-motion to withdraw the admissions from plaintiff. Arguments by counsel. COMMISSIONER RECOMMENDS Counter Motion to Withdraw the Admissions GRANTED; substantive responses to stand. Any objections set forth therein are waived because they were late. The substantive responses would stand.

As to Counterclaimants' Motion To Compel the Responses to Interrogatories and Request for Production of Documents: Arguments by counsel. COMMISSIONER RECOMMENDED the motion GRANTED; it appeared that responses were provided on January 20, 2020. Objections were waived for untimeliness except as to privilege. Any objections on the basis of privilege would be allowed. Other objections were waived. There needs to be full response, to the extent it had not been done, to the interrogatories and request for production of documents. To the extent, Mr. Gewerter believed there were deficiencies, those must be enumerated to the Plaintiff. They must conduct another 2.34 regarding any deficiencies that he believed to exists. If those could not be worked out then they could be brought by further motion to the court.

As to the Request for Attorney's Fees and Costs: COMMISSIONER RECOMMENDED, request GRANTED. It appeared that the motion was not responded to before the motion. The only reason they were responded to was because a motion was brought. The Commissioner

Printed Date: 3/11/2020

Page 1 of 2

Minutes Date:

February 04, 2020

Prepared by: Jennifer Lott

would review this matter for the appropriate attorney's fees and costs. Commissioner directed Mr. Gewerter to prepare an affidavit that set forth, or analyzes the factors set forth in Brunzell v. Golden Gate. In addition, any request for costs related to the filing of the motion and appearance here in court must met the requirements of Cadle versus Woods Erickson. Also, to provide a redacted invoice statement only for the drafting of the motion to compel, reviewing the opposition, drafting the reply, and appearing in court today. Submit it within two (2) weeks. COMMISSIONER RECOMMENDED, Status Check SET as to Attorney's Fees and Costs.

03/06/20 9:30 AM STATUS CHECK: ATTORNEY'S FEES and COSTS

CLERK'S NOTE: Minute Order amended 3-10-2020. jl

EXHIBIT 3

STATE BAR OF NEVADA



April 6, 2020

Harold P. Gewerter, Esq.
1212 S. Casino Center Blvd.,
Las Vegas, NV 89104

LETTER OF REPRIMAND

Re: Grievance OBC19-1044

3100 W. Charleston Blvd.
Suite 100
Las Vegas, NV 89102
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

Dear Mr. Gewerter:

On March 24, 2020, a Screening Panel of the Southern Nevada Disciplinary Board considered the above-referenced grievances. Based on the evidence presented, the Panel concluded that you violated the Rules of Professional Conduct ("RPC") and should be issued a Letter of Reprimand. This letter shall constitute a delivery of that reprimand.

This grievance addresses four rules: RPC 1.2 (Scope of Representation), 1.3 (Diligence), 1.4 (Communication), and 1.16 (Withdrawal).

Here, the grievant Christine Hillyer was named in a lawsuit between co-owners of the business for which she worked. One co-owner sued Hillyer and the other co-owner. The defendant co-owner retained you to represent him in the suit. He also asked you to represent Hillyer although he paid the legal fees.

You represented both from approximately March 2018 until February 2019 when you attempted to withdraw from representation for lack of payment. Before your attempt to withdraw, Hillyer would not receive any communications from you unless she asked your staff. Further, you did not discuss the reasons for withdrawal with Hillyer or notify her of your intent to withdraw. You filed a motion with the court but sent it to Hillyer at a wrong address. The court verbally granted your motion but asked you to file a written order. You did not file an order until November 2019—nine months later. During that time Hillyer was to produce discovery, prepare for a non-jury trial, and oppose a motion for summary judgment. She obtained new counsel in October 2019—before you filed the order granting your motion to withdraw as counsel. Fortunately, Hillyer's new counsel was able to protect her rights and avoid summary judgment, but your lack of diligence and communication created a potential for harm.

Rule 1.2 states, "a lawyer shall abide by a client's decision concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued."

Although the defendant co-owner paid your legal fees, you had an obligation to Hillyer. Your obligation required you to consult with Hillyer sufficiently about her objectives and your ultimate withdraw.

Rule 1.3 states, "A lawyer shall act with reasonable diligence and promptness in representing a client." This includes all actions until the lawyer completes his withdrawal.

Rule 1.16 states, a lawyer may withdraw from representing a client if: (1) Withdrawal can be accomplished without material adverse effect on the interests of the client; ... [or] (5) The client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled; ... "

Here, you attempted to withdraw from representing Hillyer while discovery, trial, and a motion for summary judgment were imminent. Further, you did not diligently file the order granting your motion to withdraw.

Accordingly, you are hereby **REPRIMANDED** for violating RPC 1.2, 1.3, 1.4, and 1.16. In addition, pursuant to Supreme Court Rule 120(3), you are required to remit to the State Bar of Nevada the amount of \$1,500 *within 30 days* of this letter. I trust that this reprimand will serve as a reminder to you of your ethical obligations, and that no such problems will arise in the future.

DATED this 6th day of April 2020.

Dana P. Oswalt

Dana P. Oswalt (April 6, 2020)

Dana Oswalt Esq.
Screening Panel Chair
Southern Nevada Disciplinary Board

EXHIBIT 4

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF DISCIPLINE OF
HAROLD P. GEWERTER, BAR NO. 499

No. 80198

FILED

OCT 26 2020

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

ORDER OF SUSPENSION

This is an automatic review of a Southern Nevada Disciplinary Board hearing panel's recommendation that a previously stayed one-year suspension be imposed against attorney Harold P. Gewerter for his failure to comply with probation conditions.¹

On January 4, 2018, this court suspended Gewerter for one year, with the suspension stayed for two years subject to certain probation conditions approved by the hearing panel. *In re Discipline of Gewerter*, Docket No. 73529 (Order Approving Conditional Guilty Plea Agreement, Jan. 4, 2018). Those conditions included that "the opening of a grievance concerning which a Screening Panel ultimately determines that a formal hearing is warranted . . . shall be considered a breach of this stay." This

¹Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted in this matter.

We remind the State Bar that hearing panel decisions should be served on the attorney under SCR 105(3)(a) and pursuant to SCR 109(1). As such, the best practice would be for the State Bar to serve the hearing panel's decision on the attorney separate from service of the record of bar proceedings filed in this court. Further, we remind the State Bar that certificates of service must accompany any document filed with this court. NRAP 25(d).

condition applied to grievances, "including but not limited to matters involving any of [Gewerter's] trust accounts prior to [the conditional guilty plea agreement]." On June 26, 2019, a screening panel recommended proceeding to a formal hearing on a grievance, which involved Gewerter's trust account prior to the signing of the conditional guilty plea agreement. Thus, Gewerter breached the conditions of his probation and imposition of the one-year suspension previously stayed in Docket No. 73529 is necessary.

Accordingly, we hereby suspend attorney Harold P. Gewerter from the practice of law in Nevada for one year beginning from the date of this order. Additionally, Gewerter shall pay the costs of the disciplinary proceedings, including \$2,500 under SCR 120, within 30 days from the date of this order. The parties shall comply with SCR 115 and SCR 121.1.

It is so ORDERED.²

Pickering, C.J.
Pickering

Gibbons, J.
Gibbons

Hardesty, J.
Hardesty

Parraguirre, J.
Parraguirre

Stiglich, J.
Stiglich

Cadish, J.
Cadish

Silver, J.
Silver

²To the extent the parties' additional arguments are not addressed herein, we conclude they do not warrant a different result.

cc: Chair, Southern Nevada Disciplinary Board
Pitaro & Fumo, Chtd.
Bar Counsel, State Bar of Nevada
Executive Director, State Bar of Nevada
Admissions Office, U.S. Supreme Court

EXHIBIT 5

AGREEMENT

This Agreement is made this 15 day of August, 2016, between STEVEN BARKET dba REP SENTRY (hereinafter referred to as "STEVEN") and DR. NAVNEET SHARDA, M.D. (hereinafter referred to as "DR. SHARDA").

STEVEN and DR. SHARDA previously entered into an agreement pursuant to which STEVEN agreed to assist DR. SHARDA in preparing lawsuits DR. SHARDA wanted to pursue against certain individuals and business entities.

In reliance on the Agreement STEVEN expended substantial time and effort and incurred out of pocket costs assembling documents and evidence for use in DR. SHARDA's lawsuits. STEVEN also spent time and effort looking for and vetting attorneys, investigators and paralegals to be retained when it came time for DR. SHARDA to commence litigation. In addition, STEVEN spent time, effort and money assisting DR. SHARDA in the repair and re-profiling of DR. SHARDA's on line reputation.

In exchange for STEVEN's litigation support services DR. SHARDA agreed to pay STEVEN 15% of the gross amount of any recovery DR. SHARDA received from the lawsuits, whether by way of settlement, verdict or judgment.

If DR. SHARDA chose not to pursue litigation he nevertheless agreed to pay STEVEN compensation for STEVEN's services at the rate of \$150 an hour and reimburse STEVEN for his out of pocket costs.

STEVEN spent approximately 16 months rendering services to DR. SHARDA. DR. SHARDA however decided not to institute litigation. DR. SHARDA has not

1 compensated STEVEN for the services STEVEN rendered to DR. SHARDA, or,
2 reimburse STEVEN for his out of pocket expenses. As a result, STEVEN has claims
3 against DR. SHARDA for the services rendered and his out of pocket costs incurred to
4 date.

5
6 STEVEN and DR. SHARDA wish to avoid the time and expense of litigation and
7 therefore have reached this Agreement.

8
9 NOW THEREFORE, in consideration of the foregoing, the parties agree as
10 follows:

11 1. STEVEN and DR. SHARDA hereby agree to a full, final and complete
12 settlement of any and all monies DR. SHARDA owes to STEVEN for the total amount of
13 \$180,000.00.
14

15 2. DR. SHARDA shall pay STEVEN the sum of \$60,000.00 upon the signing
16 of the Agreement. The balance of \$120,000.00 shall be payable in monthly installments
17 of \$20,000.00, commencing on September 15, 2016 and continuing on the 15th day of
18 each month thereafter until February 15, 2017 when the final payment shall be due and
19 owing. Any payment made five (5) days or more after the 15th day of the month shall be
20 assessed a late fee of \$1500.00. If DR. SHARDA defaults in these payments STEVEN
21 shall have the option of accelerating the unpaid balance and declaring the entire unpaid
22 balance immediately due and owing.
23
24

25 3. In consideration of the \$180,000.00 STEVEN shall render to DR.
26 SHARDA 200 additional hours of work time as directed by DR. SHARDA. However, this
27 does not include STEVEN'S out of pocket costs for travel and other expenses STEVEN
28

1 may incur performing his obligations under this Agreement. Prior to incurring an out of
2 pocket cost STEVEN shall provide DR. SHARDA with a statement of the amount of the
3 anticipated cost. DR. SHARDA must agree to the cost before STEVEN incurs it and
4 DR. SHARDA shall signify his agreement to the expense by signing the statement
5 STEVEN provides.
6

7 4. The parties acknowledge and agree that in the performance of his duties
8 pursuant to this agreement STEVEN may have to disclose to DR. SHARDA certain
9 proprietary and confidential information.
10

11 5. DR. SHARDA shall not under any circumstances disclose to any third
12 party whether an individual, corporate, or any other person or entity, any of the
13 proprietary or confidential methods, systems or confidential or anonymous sources that
14 STEVEN may use. However, STEVEN'S work product may be used by DR. SHARDA
15 to pursue litigation against certain individuals and business entities, subject to the term
16 of this Agreement.
17

18 6. This Agreement shall not be construed as creating, conveying,
19 transferring, granting or conferring upon DR. SHARDA any ownership, rights, license in
20 or to the proprietary or confidential methods, systems or confidential or anonymous
21 sources that STEVEN may use or that may be disclosed to DR. SHARDA under this
22 Agreement or which DR. SHARDA may have acquired knowledge of in his dealings with
23 STEVEN. DR. SHARDA shall not have any right to use or exploit in any manner
24 whatsoever STEVEN'S proprietary or confidential methods, systems or confidential or
25 anonymous sources. Furthermore, no license or conveyance of any of STEVEN'S
26
27
28

1 proprietary or confidential methods, systems or confidential or anonymous sources,
2 either express or implied, is granted to DR. SHARDA pursuant to this Agreement.

3 7. The parties further agree that neither party shall slander, libel, defame or
4 make false or disparaging comments about the other via social media or any other form
5 of written or electronic communication.
6

7 8. If there is a breach or anticipated or threatened breach of the
8 confidentiality/non disclosure or the non-disparagement provisions of this Agreement by
9 either party it is agreed and understood that neither party has an adequate remedy at
10 law and that money damages alone will be inadequate to compensate the aggrieved
11 party for any losses the aggrieved party may have suffered as a result of the other
12 party's breach or anticipated or threatened breach. Therefore, the parties acknowledge
13 and agree that the aggrieved party shall be entitled to injunctive relief, in addition to any
14 other remedies the aggrieved party may have in law or equity. The parties agree that in
15 the event of a breach of this Agreement, the aggrieved party shall be entitled to
16 liquidated damages in the amount of \$250,000.00, which is intended to compensate
17 aggrieved party for the difficult-to-calculate loss the aggrieved party would suffer from
18 as a result of the other party's breach of this Agreement.
19
20

21 9. This Agreement contains the entire Agreement and understanding of the
22 parties, and each and every provision hereof is inter-dependent upon the other. There
23 are no representations, warranties, covenants or understandings other than those
24 expressly set forth herein. Furthermore, this Agreement may not be verbally changed
25 or modified. Any change or modification can only be made by a written instrument
26 executed by the parties with the same formality as this Agreement.
27
28

1 10. The parties agree that neither party shall be deemed to be the drafter of
2 this Agreement and, in the event this Agreement is ever construed by a court of law or
3 equity, such court shall not construe this Agreement or any provision hereof against
4 either party as the drafter of the Agreement.

5 11. No waiver of any one of the provisions hereof shall work a continuing
6 waiver or a waiver of any subsequent breach.

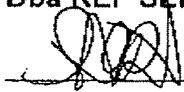
7 12. This Agreement and the rights of the parties hereto shall be governed and
8 interpreted in all respects by the law applied to contracts made and wholly to be
9 performed within the State of Nevada. Any litigation commenced pursuant to this
10 agreement shall be venued in Clark County, Nevada. The parties here submit to the
11 personal jurisdiction of the State of Nevada and the State of Nevada shall have
12 exclusive subject matter jurisdiction over all claims arising under this Agreement.
13

14 13. The parties' rights and remedies hereunder shall be cumulative, and the
15 exercise of one or more shall not preclude the exercise of any other(s).
16

17 14. Should litigation arise concerning the terms and conditions of this
18 Agreement or the breach of same by any party hereto, the prevailing party shall be
19 entitled to attorney's fees and costs in an amount awarded by the court. DR. SHARDA
20 acknowledges that STEVEN has been represented in the negotiation of this Agreement
21 by Edward R. Miley, Esq. DR. SHARDA acknowledges that he was advised by Edward
22 R. Miley, Esq. of his right to retain counsel to represent him and review and advise him
23 on this Agreement. DR. SHARDA has waived the right to independent representation
24 and has consented to Edward R. Miley, Esq preparing this Agreement. Edward R.
25 Miley, Esq cannot and has not given DR. SHARDA legal advice. In the event of
26
27
28

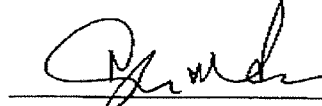
1 litigation under this Agreement Edward R. Miley, Esq may represent STEVEN without
2 having a conflict of interest with the interests of DR. SHARDA.

3 STEVEN BARKET
4 Dba REP SENTRY

5 

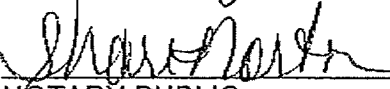
6 Dated: 8-15-2016

DR. NAVNEET SHARDA, M.D.



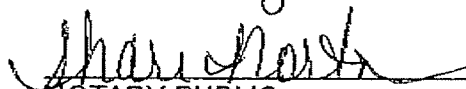
Dated: Aug 15, 2016

7
8 Subscribed and sworn to before me this
9 15 day of August, 2016.

10 

11 NOTARY PUBLIC

Subscribed and sworn to before me this
15 day of August, 2016.



NOTARY PUBLIC



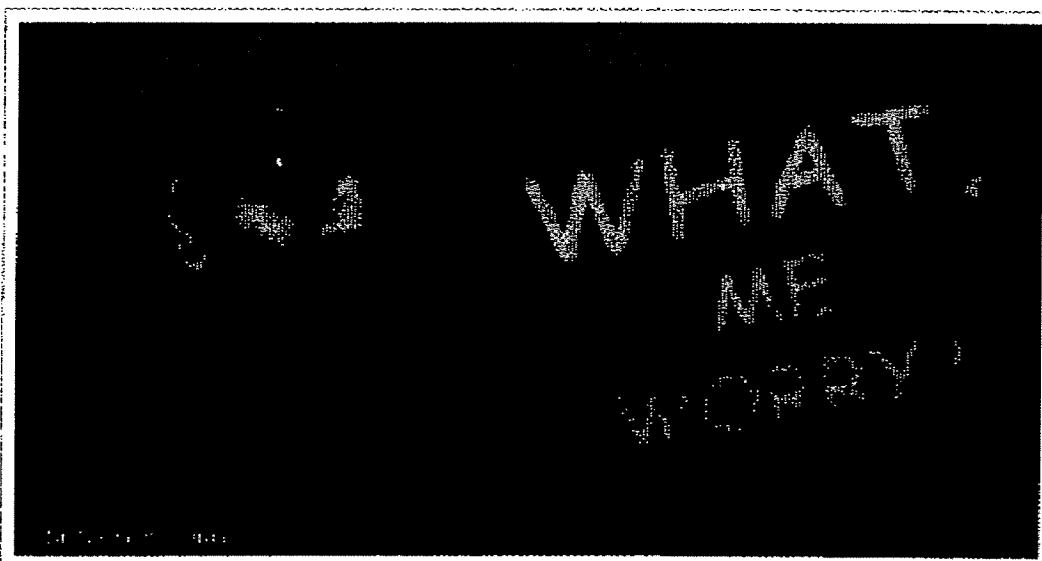
EXHIBIT 6

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

For Dr. “Deadbeat” Navneet Sharda, Distractions Detailed On This Website Must Pose a Challenge to His Concentration and Focus

Posted on July 28, 2017



Dr. “Deadbeat” Navneet Sharda must be a master of concentration and focus. Either that, or he’s not. Which would not be good.

How can someone possibly focus on their work — and in Sharda’s case, hyper-critical work as a radiation oncologist doctor — when you have all the distractions going on in your life that Dr.

Deadbeat has in his life: state of Nevada medical board write-ups (see the list here: medical board

complaints), massive debt, bankruptcy (US Bankruptcy Court, state of Nevada), judgments, high-value assets being seized, in and out of lawsuits (count them: 13 according to my research), and I'm just skimming the surface.

How is it possible for a person to stay focused on their job with all of that and then some going on? Just go through each one of the tabs listed across the top of this website — **Nevada Medical Board Complaints, Court Cases, Bankruptcy, 1800 Melfi Court, Furniture Fashions, Sunrise Hospital**. Again, I'm just skimming the surface. So much more detail will be coming to light on these and other aspects of Sharda's life.

The people he's associated himself with, both professionally and personally, and the entanglements he's been caught up in will astonish you. He has a business partner who's a convicted felon (check out this website: ShafikHirji.com) and has had personal assets seized as a result of debt he's accumulated.

You need to stop, think about that, and let that sink in for a minute or two.

Here's a guy who's supposedly devoted his life to the care and healing of people with cancer, using some very sophisticated radiation equipment to zap people, which can have devastating effect if it's done incorrectly, who sees patient after patient during the day — different patients, different cancer, different protocols — and he's having to deal with a convicted felon as a business partner in other ventures, seizure of assets due to debt (cars, motorcycles, furniture, electronics, etc.), bankruptcy, medical board complaints, an arm's-length list of court cases, judgments, losing privileges to practice medicine at a hospital ...

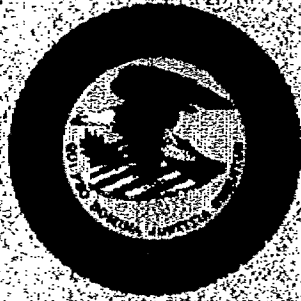
The cumulative effect of all this B.S. must be overwhelming. Wouldn't it be to you? I mean, honestly. It would be to me. Just my humble opinion.

Posted in [Uncategorized](#) | [Leave a reply](#)

Dr. Navneet Sharda — Poster Boy for the U.S. District Attorney's Office

Posted on July 25, 2017

This is pretty unbelievable. Right from the brochure listing the accomplishments of the District of Nevada U.S. Attorney's Office District Accomplishments booklet that lists their top cases and what they were most proud of accomplishing in 2012. Check it out:



**DISTRICT OF NEVADA
UNITED STATES ATTORNEY'S OFFICE
DISTRICT ACCOMPLISHMENTS 2012**

United States Attorney's Office
District of Nevada
333 Las Vegas Boulevard South, Ste. 5400
Las Vegas, Nevada 89101
(702) 388-6336

PAGE 10

DISTRICT ACCOMPLISHMENTS 2012

PROGRAM DEVELOPMENTS & HIGHLIGHTS

Violent Crime

The U.S. Attorney's Office receives and prosecutes violent crime cases under a number of different Department of Justice-sponsored programs, including Project Safe Neighborhoods and its anti-gang and organized crime initiatives. During federal fiscal year 2012, 203 persons were charged with federal violent crimes in the District of Nevada. The majority (154) of these persons were charged and convicted of federal gun crimes, such as felon in possession and use of a firearm during a drug trafficking or violent crime, and sentenced to more than five years in prison.



Significant violent crime cases prosecuted in southern Nevada include Corey Thompson, who was sentenced in October 2012 to 19½ years in prison for murdering a woman with a firearm during a drug deal at the Moulin Rouge apartments in Las Vegas; Jose Figueroa, Raymond Juarez, and Chase Sutton, who were sentenced to 25, 19, and 7 years in prison, respectively, for robbing six Las Vegas-area convenience stores; and Jason Wiley, a 28-year-old Las Vegas man who was convicted by a jury and sentenced to 237 years in prison for committing nine armed robberies of convenience stores in Las Vegas.

In June 2011, the Reno Branch Office helped create a multi-agency task force to investigate and prosecute the most problematic violent criminals in northern Nevada. During 2012, this task force screened 86 firearms/violent crime cases and filed federal charges against 25 individuals for federal gun or violent crimes. Cases of note include a 24-year-old Reno man, Randy Ancheta, who was sentenced to 20 years in prison in December for robbing five convenience stores over an eight-day period during late 2011 and early 2012; another Reno man, James Jackson, who had eight prior felony convictions and was sentenced in November to 15 years in prison for carrying a loaded gun into a Reno casino; and John Devencenzi, who had several prior felony convictions and was sentenced to 25 years in prison in December 2012 for robbing two brothers at gunpoint in their Reno home and carjacking them.



None other than the US Attorney's Office in the District of Nevada is trumpeting their victory that year over Dr. Navneet Sharda, MD, for health care fraud, specifically for allegedly overbilling "federal healthcare insurance programs, such as Medicare, TRICARE [an Armed Forces and Veterans healthcare program] and the FEHB [Federal Employee Health Benefits]."

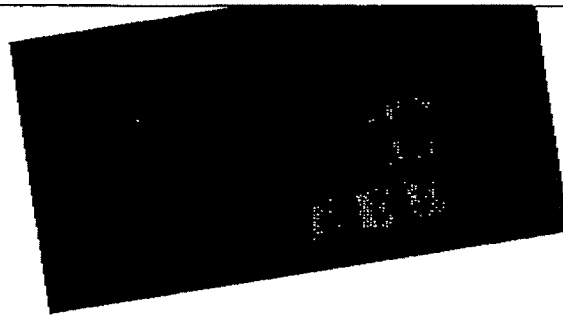
Perfect. A poster boy for the Nevada US Attorney's Office — just what every doctor should aspire to, right?

Posted in Uncategorized | Leave a reply

Dr. Navneet Sharda (Dr. Deadbeat in My Opinion): $2 + 2$ Never = 4; Things Never Seem to Add Up In the End in My Opinion

Posted on July 17, 2017

A fact sheet related to Dr. Nav Sharda:



DR. DEADBEAT, A K A NAV SHARDA -- WHERE TWO AND TWO NEVER
EQUALS FOUR -- THINGS NEVER ADD UP IN THE REAL WORLD WITH HIM

•**FACT:** DECEMBER 2011, \$4,581,000
JUDGMENT ENTERED AGAINST DR. NAVNEET
SHARDA PERSONALLY

•**FACT:** SEPTEMBER 2012, DR. NAVNEET
SHARDA AGREES TO PAY JUSTICE DEPT.
\$486,000 TO RESOLVE ALLEGATIONS OF
MEDICARE FRAUD

•**FACT:** 2016 SHARDA WRITES \$300,000 IN
CHECKS TO BOULEVARD FURNITURE INC.

•**FACT:** 2017, CURRENT OFFICE BUILDING
AT 3509 HARMON AVE, LAS VEGAS
UNDERGOES MILLION-DOLLAR RENOVATION

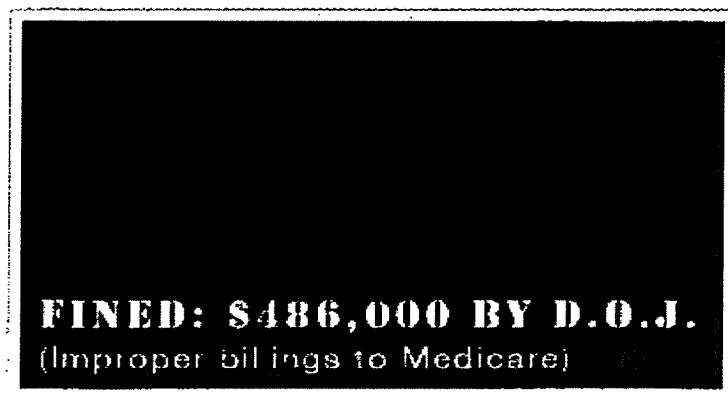
•**FACT:** 2017, SHARDA WRITES TWO
CHECKS TALLING \$1 MILLION TO SUNSET
FURNITURE INC.

•**FACT:** TO DATE, 2017 - SHARDA STILL
OWES ORIGINAL \$4.58 MILLION-PLUS

Posted in Uncategorized | Leave a reply

Dr. Navneet Sharda (Dr. Deadbeat, in My Opinion)

Posted on July 15, 2017



Dr. Navneet Sharda — "Dr. Deadbeat" — is being so named primarily because of a couple of major judgments filed against him: this \$486,000 Department of Justice judgment for improper billings to Medicare as well as the \$4.5 million bankruptcy filing he made to get out from underneath all that debt (see page from bankruptcy filing showing the debts below and the creditors).

...and where the foregoing. Judgment in the total amount of \$4,000.00 is
... B. Sharda, N. Sharda and Prabhat, jointly and severally, herein.
... is entitled to post-judgment interest as set forth above, as well as all fees
... the judgment amount until such time that the Judgment is paid in

2, 20 11 Dated: 2 DECEMBER 2011

WALCH
THOMPSON

880
2077
ESQ.
2189
Third Floor
99101

By [Signature]
Jacob L. Hafter, Esq.
Nevada Bar No. 9303
7201 W. Lake Mead Blvd.
Suite 210
Las Vegas, Nevada 89128
Attorneys for Defendants

JUDGMENT

20
21
22
23
24
25

5.

B4 (Official Form 4) (12/07)

**United States Bankruptcy Court
District of Nevada**

In re **BD&B AND SON, LLC**

Debtor(s)

Case No.

Chapter

11

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 (or chapter 9) case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 117; Fed. R. Bankr. P. 1007(m).

[illegible]

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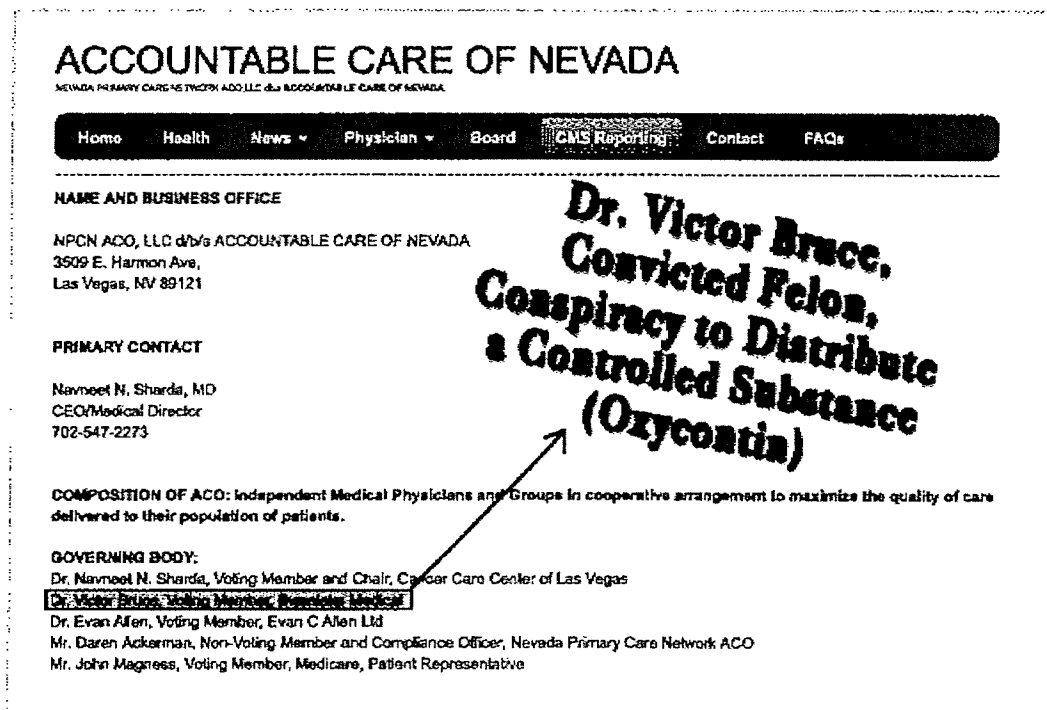
Best Case Bankruptcy

Posted in [Uncategorized](#) | [Leave a reply](#)

**Dr. Nav Sharda & the Nevada Primary
Care Network ACO, LLC; dba
Accountable Care OF Nevada —**

Victor Bruce MD, Convicted Felon for Trafficking Oxycodone as No. 2 Voting Member, Shows Questionable Leadership in My Opinion

Posted on July 13, 2017



ACCOUNTABLE CARE OF NEVADA
NEVADA PRIMARY CARE NETWORK ACO, LLC d/b/a ACCOUNTABLE CARE OF NEVADA

Home Health News Physician Board **CMS Reporting** Contact FAQs

NAME AND BUSINESS OFFICE

NPCN ACO, LLC d/b/a ACCOUNTABLE CARE OF NEVADA
3509 E. Harmon Ave,
Las Vegas, NV 89121

PRIMARY CONTACT

Navneet N. Sharda, MD
CEO/Medical Director
702-547-2273

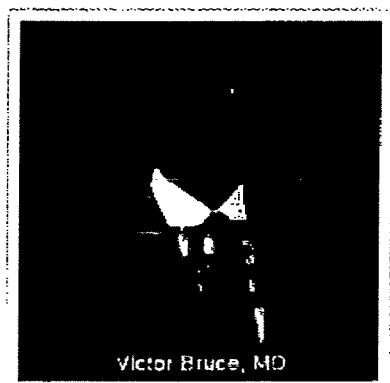
COMPOSITION OF ACO: Independent Medical Physicians and Groups in cooperative arrangement to maximize the quality of care delivered to their population of patients.

GOVERNING BODY:

- Dr. Navneet N. Sharda, Voting Member and Chair, Cancer Care Center of Las Vegas
- Dr. Victor Bruce, Voting Member, Boarding Medical**
- Dr. Evan Allen, Voting Member, Evan C Allen Ltd
- Mr. Daren Ackerman, Non-Voting Member and Compliance Officer, Nevada Primary Care Network ACO
- Mr. John Magness, Voting Member, Medicare, Patient Representative

Dr. Victor Bruce, Convicted Felon, Conspiracy to Distribute a Controlled Substance (Oxycontin)

In checking out Dr. Nav Sharda and the wide variety of entities he's involved in, I came across this Nevada Primary Care Network ACO, LLC. Sharda is listed as the CEO and Medical Director of this organization (see screen shot above). In other words, he's the head cheese in charge of this group. An ACO is an Accountable Care Organization. Here in Las Vegas, Sharda heads the Accountable Care of Nevada ACO.



I wanted to know a little bit more about this organization, what it does, who's involved with it, etc. So I decided to do a little Googling and just started with the list of doctors in the Governing Body of the organization. Of course at the top of the list there's Dr. Navneet N. Sharda who is also listed in the Governing Body as a "Voting Member and and Chair, Cancer Care Center of Las Vegas." Next on the Governing Body list is a Dr. Victor Bruce, Voting Member, Swanlake Medical. Very interesting what I turned up. According to the United States Department of Justice, United States Attorney's Office, District of Nevada, convicted felon, Dr. Victor Bruce was a pill-pusher. Here's what that office has to say about it (see screen shot of this office's statement below):

"Victor Bruce, M.D., 49, who operates Swan Lake Medical Center in Las Vegas, was sentenced [Thursday, October 16, 2014] to 46 months in federal prison and three years of supervised release for writing prescriptions for oxycodone for persons he did not see or treat, announced U.S. Attorney Daniel G. Bogden for the District of Nevada.

Bruce, who pleaded guilty in July to one count of conspiracy to distribute a controlled substance, was sentenced by U.S. District Judge Andrew P. Gordon. Bruce was permitted to self-report to federal prison by Jan. 16, 2015.

'Dr. Bruce repeatedly wrote prescriptions for highly addictive controlled substances for patients who did not need them, and for patients who did not appear at his medical practice or did not exist,' said U.S. Attorney Bogden. 'We continue to work with our local, state and federal law enforcement partners to put illegal pill-pusher doctors like Dr. Bruce in prison and out of business.' "

Wow. I'm speechless.

And this is who Sharda has installed as a top member of his ACO's Governing Body? Peeling back the layers of the onion here reveals Sharda to be a questionable decision maker, in my opinion. As I mentioned above, please see the screen shot below of the press release from the U.S. Attorney's Office regarding Dr. Victor Bruce's conviction, and you can see the entire indictment in four separate files below that:

THE UNITED STATES ATTORNEY'S OFFICE
DISTRICT of NEVADA

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Department of Justice

U.S. Attorney's Office

District of Nevada

FOR IMMEDIATE RELEASE

Thursday, October 16, 2014

Las Vegas Doctor Sentenced to 46 Months in Prison for Writing Unlawful Oxycodone Prescriptions

LAS VEGAS, Nev. – Victor Bruce, M.D., 49, who operates Swan Lake Medical Center in Las Vegas, was sentenced this afternoon to 46 months in federal prison and three years of supervised release for writing prescriptions for oxycodone for persons he did not see or treat, announced U.S. Attorney Daniel G. Bogden for the District of Nevada.

Bruce, who pleaded guilty in July to one count of conspiracy to distribute a controlled substance, was sentenced by U.S. District Judge Andrew P. Gordon. Bruce was permitted to self-report to federal prison by Jan. 16, 2015.

"Dr. Bruce repeatedly wrote prescriptions for highly addictive controlled substances for patients who did not need them, and for patients who did not appear at his medical practice or did not exist," said U.S. Attorney Bogden. "We continue to work with our local, state and federal law enforcement partners to put illegal pill-pusher doctors like Dr. Bruce in prison and out of business."

According to Bruce's guilty plea agreement, he represents himself to be a pain management specialist and is the only physician working at the practice. Beginning at a date unknown and continuing to around November 2013, Bruce and several co-conspirators, including Robert Wolfe, aka "old man," Millicent Epino, Dylan DuBois, Jennifer Monge, and Jade Lepoma, conspired to distribute oxycodone. Wolfe would provide Bruce a list of names, and Bruce would write prescriptions for oxycodone for those names and give them to Wolfe. Bruce also created "dummy" medical records for those persons, to make it appear as if a legitimate patient encounter had taken place. On four occasions in June 2013, an undercover law enforcement officer purchased Bruce-written oxycodone prescriptions from Wolfe for \$700 each. On each occasion, the undercover provided Wolfe or another co-conspirator with copies of Nevada driver's licenses bearing the names of customers. Usually within a day, Wolfe or another co-conspirator would then provide the undercover with written prescriptions for oxycodone. Bruce knew he was writing prescriptions for controlled substances to customers he did not treat and who did not need the prescriptions. None of the prescriptions were issued for a legitimate medical purpose or in the usual course of profession practice.

According to the Nevada State Board of Medical Examiners, Bruce's license to practice medicine in Nevada is still active; however, there is a pending board action against him related to the unlawful administering, dispensing or prescribing of controlled substances.

Wolfe and several of the other co-conspirators were also charged in the drug conspiracy.

This case was investigated by the Nevada High Intensity Drug Trafficking Area (Nevada HIDTA) Pharm-Net Task Force, including the DEA, IRS Criminal Investigation, Las Vegas Metropolitan Police Department, Henderson Police Department, North Las Vegas Police Department, and the Nevada Division of Investigations, and prosecuted by Assistant U.S. Attorneys Crane M. Pomerantz and Cristina D. Silva.

Case 2:13-cr-00441-APG-CWH Document 1 Filed 12/11/13 Page 1 of 4



SEALED

Office of the United States Attorney
District of Nevada
333 Las Vegas Boulevard, Suite 5000
Las Vegas, Nevada 89101
(702) 388-6336

Case 2:13-cr-00441-APG-CWH Document 1 Filed 12/11/13 Page 2 of 4

DANIEL G. BOGDEN
United States Attorney
CRANE M. POMERANTZ
CRISTINA SILVA
Assistant United States Attorneys
333 South Las Vegas Blvd., Suite 5000
Las Vegas, Nevada 89101
(702) 388-6336

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

-oOo-

UNITED STATES OF AMERICA,
Plaintiff,
v.
VICTOR BRUCE, MD,
Defendant.

) Case No. 2:13-CR- 441
)
) SEALED
) INDICTMENT
)
) VIOLATIONS:
) 21 U.S.C. §§ 846, 841(a)(1), (b)(1)(C) -
) Conspiracy to Distribute a Controlled
) Substance

THE GRAND JURY CHARGES THAT:

At all times relevant:

Introduction

1. Beginning at a date unknown, and continuing to in and around November 2013, defendant Victor Bruce, MD, prescribed large quantities of oxycodone and other highly addictive prescription drugs without medical necessity and knowing that they were going to be illegally diverted. Defendant Bruce conspired with local drug dealers to distribute highly addictive prescription drugs in and around Las Vegas to customers who abused them.

...

...

...

Case 2:13-cr-00441-APG-CWH Document 1 Filed 12/11/13 Page 3 of 4

1 2. Oxycodone is a generic name for a narcotic analgesic. Oxycodone is
2 classified under federal law as a Schedule II controlled substance. When legally prescribed for a
3 legitimate medical purpose, oxycodone typically is used for the relief of moderate to severe short-
4 term pain and can be extremely habit forming.

5 3. Oxycodone is to be prescribed only when medically required and is to be
6 taken only in a manner prescribed by a doctor for a particular patient.

7 4. Under the Controlled Substances Act, Title 21, United States Code, Section
8 841(a) et seq., and Title 21, Code of Federal Regulations, Section 1306.04, a prescription for a
9 controlled substance is not legal or effective unless it was issued for a legitimate medical purpose by
10 a practitioner acting in the usual course of professional practice.

11 5. Defendant Bruce is a physician licensed to practice medicine in the State of
12 Nevada. He maintains a medical practice known as Swan Lake Medical Center at 3330 South
13 Hualapai Way on the west side of Las Vegas, Nevada. He represents himself to be a specialist in
14 pain management.

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Case 2:13-cr-00441-APG-CWH Document 1 Filed 12/11/13 Page 4 of 4

1

2 **COUNT ONE**

3 (Conspiracy to Distribute Oxycodone)

4 6. The Grand Jury incorporates Paragraphs One through Five as though fully

5 set forth herein.

6 7. Beginning at a date unknown, and continuing to in and around November

7 2013, in the State and Federal District of Nevada,

8 Victor Bruce, MD,

9 defendant herein, did knowingly and intentionally combine, conspire, confederate and agree with

10 others known and unknown to commit offenses against the United States, that is, to distribute

11 Oxycodone, a Schedule II controlled substance, in violation of Title 21, United States Code,

12 Sections 846, 841(a)(1) and (b)(1)(C).

13 DATED: this day of November 2013

14 A TRUE BILL:

15

16 /s/

17 FOREPERSON OF THE GRAND JURY

18 DANIEL G. BOGDEN

19 United States Attorney

20 CRANE M. POMERANTZ

21 CRISTINA D. SILVA

22 Assistant United States Attorneys

23

24

3

Posted in Uncategorized | Leave a reply

Dr. Nav Sharda's Bankruptcy Filing Brings to Light Millions of Dollars in Debt

Posted on July 13, 2017

Case 11-12905-bam Doc 1 Entered 03/02/11 19:23:39 Page 4 of 6

B4 (Official Form 4) (12/07)

United States Bankruptcy Court
District of Nevada

In re **BDS AND SON, LLC**

Debtor(s)

Case No.

Chapter **11****LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) Name of creditor and complete mailing address including zip code	(2) Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contract, etc.)	(4) Indicate if claim is contingent, unliquidated, disputed, or subject to setoff	(5) Amount of claim [if secured, also state value of security]
Irwin Union Bank and Trust Co 401 N Buffalo, Suite 200 Las Vegas, NV 89145	Irwin Union Bank and Trust Co 401 N Buffalo, Suite 200 Las Vegas, NV 89145	2435 Fire Mesa Set, Las Vegas, NV		3,527,000.00 (Unknown secured)
Irwin Union Bank and Trust Co 401 N Buffalo, Suite 200 Las Vegas, NV 89145	Irwin Union Bank and Trust Co 401 N Buffalo, Suite 200 Las Vegas, NV 89145	4550 East Charleston Blvd, Las Vegas, NV		1,000,000.00 (Unknown secured)

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Best Case Bankruptcy

I suppose it's not surprising, but Navneet Sharda's bankruptcy filing (see images above and below) shows millions of dollars in debt that he welched on.

The name of the debtor in the bankruptcy was BDS and Son, LLC. Dr. Navneet N. Sharda is listed as the Managing Member of this entity. You can see that Page 3 below bears his electronic signature acknowledging the document.

The list of creditors holding the largest unsecured claims shows debt owed to Irwin Union Bank and Trust Co. that totals \$4,527,000. That's over \$4.5 million dollars!

And as you can see from page two of the filing (bottom), there's also an outstanding debt of \$2.2 million dollars owed for a new linear accelerator purchase.

Astonishing.

Case 11-12905-bam Doc 1 Entered 03/02/11 19:23:39 Page 3 of 6	
<div style="display: flex; justify-content: space-between;"> B1 (Official Form 1) (4/10) Page 3 </div>	
<div style="display: flex;"> <div style="flex: 1;"> <p>Voluntary Petition</p> <p><i>(This page must be completed and filed in every case)</i></p> </div> <div style="flex: 1; border: 1px solid black; padding: 2px;"> <p>Name of Debtor(s)</p> <p>BOE AND SON, LLC</p> </div> </div>	
<p style="text-align: center;">Signatures</p>	
<p>Signature(s) of Debtor(s) (Individual/Joint)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct.</p> <p><i>(If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7, I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. If no attorney represents me and no bankruptcy petition preparer signs the petition, I have obtained and read the notice required by 11 U.S.C. § 342(b).)</i></p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Debtor</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (If not represented by attorney)</p> <p>_____ Date</p>	<p>Signature of a Foreign Representative</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p><i>(Check only one box.)</i></p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ Signature of Foreign Representative</p> <p>_____ Printed Name of Foreign Representative</p> <p>_____ Date</p>
<p>Signature of Attorney*</p> <p>X <u>/s/ Arun Gupta, Esq.</u> Signature of Attorney for Debtor(s)</p> <p><u>Arun Gupta, Esq. 11397</u> Printed Name of Attorney for Debtor(s)</p> <p><u>Gupta Law Firm, LLC</u> Firm Name</p> <p><u>800 N. Rainbow Blvd, #208</u> Las Vegas, NV 89107</p> <p>_____ Address</p> <p><u>Email: attorney@theguptalawfirm.com</u> <u>702 493 1059 Fax: 702 543 3837</u> Telephone Number</p> <p><u>March 2, 2011</u> Date</p> <p><small>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small></p>	<p>Signature of Non-Attorney Bankruptcy Petition Preparer</p> <p>I declare under penalty of perjury that (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(b), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(b) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____ Date</p> <p>_____ Signature of Bankruptcy Petition Preparer or officer, principal, responsible person or partner whose Social Security number is provided above.</p> <p>Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><small>A bankruptcy petition preparer's failure to comply with the provisions of rule 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. § 110; 18 U.S.C. § 156.</small></p>
<p>Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u>/s/ Navneet S. Sharda</u> Signature of Authorized Individual</p> <p><u>Navneet S. Sharda</u> Printed Name of Authorized Individual</p> <p><u>Navneet S. Sharda</u> Title of Authorized Individual</p> <p><u>March 2, 2011</u> Date</p>	

Case 1:12-bk-00531-AM Doc 13 Entered 03/16/11 19:54:32 Page 2 of 8

2

2. Income other than from employment or operation of business

Note ■ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
--------	--------

3. Payments to creditors

Note ■ Complete a, or b, as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
------------------------------	-------------------	-------------	--------------------

Note □ b. *Debtor whose debts are not primarily consumer debts.* List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$3,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
SBA and Bank of LV	Harmon Building	\$10,000.00	\$0.00
First Financial	Equipment	\$45,000.00	\$0.00
First Financial	Fire Mesa	\$25,000.00	\$0.00
First Financial	Charleston	\$12,000.00	\$0.00
Payments	New Linear Accelerator Payments	\$0.00	\$2,000,000.00

Note ■ c. *All debtors.* List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
---	-----------------	-------------	--------------------

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

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Best Case Bankruptcy

Posted in Uncategorized | Leave a reply

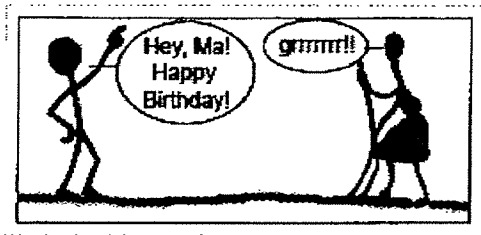
Dr. Nav Sharda Says, "Happy Birthday, Ma! Sorry, Ma, I Didn't Pay a Bill and They Came and Took My

Couch, TVs, Etc., Because of My Debt!”

Posted on July 13, 2017

I've learned that today apparently is Dr. Navneet Sharda's mother's birthday. Records I've located show that Sharda's mother, Chander Kanta Sharda, apparently was born 87 years ago, in 1930.

I can't imagine how that birthday celebration might go. Well, actually, I can:



Nav Sharda (A K A Dr. Deadbeat): "Happy birthday, mom!"

Chander Kanta Sharda: "Happy birthday, my a**! Where's your couch and TV??!! How do you expect me to visit you in an empty house??!!"

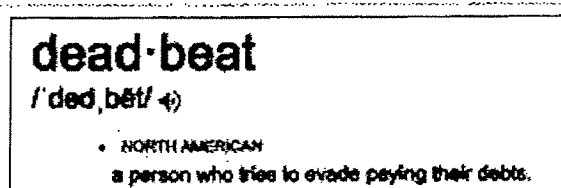
Dr. Deadbeat's mother, Chander Kanta Sharda, who lives in India full time and visits her son's million-dollar, 11,000-square-foot house in a very exclusive gated community in Henderson, NV, might be a little surprised to see the current state of the house. (See this "Day of Reckoning" post.) When Sharda's assets were being seized on June 2 of this year, he kept telling the authorities overseeing the seizing of cars, electronics, furniture, etc. — pretty much anything of substantive value — that they were all his mother's and were in his mother's name.

Sorry, mom, but because your son didn't pay his debt, the court allowed the seizure of the house's assets to be held to be liquidated to pay off the debt. Ouch. Such drama.

Posted in **Uncategorized** | [Leave a reply](#)

Navneet Sharda, A K A “Dr. Deadbeat,” Las Vegas Nevada

Posted on July 12, 2017



Here's Webster's dictionary definition of a deadbeat: "A person who tries to evade paying their debts."

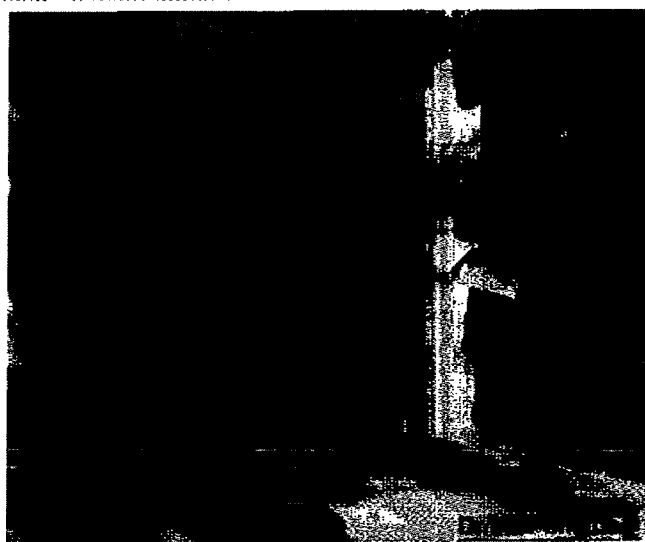
Seems pretty fitting in my opinion.

I'll post documents that show specifically what I'm talking about. You'd be surprised the bill that "Dr. Deadbeat" has run up.

Posted in Uncategorized | Leave a reply

Dr. Nav Sharda of Las Vegas Nevada, A K A "Dr. Deadbeat" — Day of Reckoning for Stiffing Gordon Silver Law Firm Over \$60,000

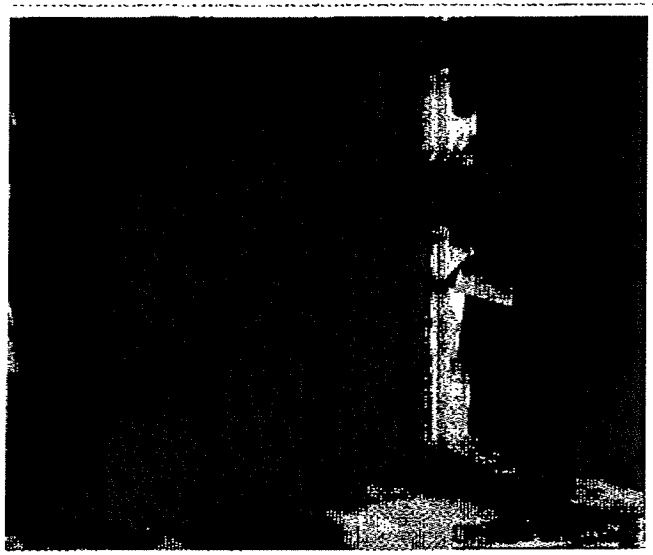
Posted on July 12, 2017



It was like a scene out of a movie. A neighborhood of upscale, \$2 million-plus houses, law enforcement, tow trucks and a moving company methodically doing their work — all this greeted

Dr. Nav Sharda of Las Vegas Nevada, A K A “Dr. Deadbeat” — Day of Reckoning for Stiffing Gordon Silver Law Firm Over \$60,000

Posted on July 12, 2017



It was like a scene out of a movie. A neighborhood of upscale, \$2 million-plus houses, law enforcement, tow trucks and a moving company methodically doing their work — all this greeted Dr. Nav Sharda on the bright morning of June 2, 2017.

Sharda exited his house, shirtless, after law enforcement knocked on his door to see all that was in front of him with a wide-eyed, slack-jawed look on his face. It was priceless. As three cars, two motorcycles and the basic contents of an 11,000 square-foot house were removed. Why? For the execution of an order seizing assets from Dr. Deadbeat, my opinionated moniker for Dr. Sharda, who had not paid a judgment levied against him.

Posted in Uncategorized | [Leave a reply](#)

Dr. Navneet (Nav) Sharda, Las Vegas Radiation Oncologist and His Jekyll & Hyde Ways (In My Opinion)

Posted on July 12, 2017

What I've witnessed and what I've experienced cannot describe the Jekyll and Hyde, condescending behavior displayed by Dr. Navneet (Nav) Sharda to other people, who he clearly sees as inferior to him, in my opinion. He plays the humble doctor role in front of his patients, but to others, he clearly feels as if they are impediments that are in his way to be run over, ignored and/or discarded and dismissed as so much trash.

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

Court Cases

If you have trouble reading this, click on the image below to enlarge:

Civil/Criminal Case Records Search Results

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Record Count: 13

Search By: Party Party Search Mode: Name Last Name: sharda All All Sort By: Filed Date

Case Number	Citation Number	Style/Defendant Info	Filed/Location	Type/Status	Charge(s)
04A491456		Navneet Sharda vs Dhan Kaushal	02/02/2004 Department 7	Intentional Misconduct Closed	
A-09-597498-B		Jamies Ashworth, Plaintiff(s) vs. New Las Vegas Country Club, Defendant(s)	08/19/2009 Department 15	Business Court Closed	
A-09-804352-C		Lee Bass, Plaintiff(s) vs. Navneet Sharda, M.D., Defendant(s)	11/25/2009 Department 27	Malpractice - Medical/Dental Closed	
A-10-812556-J		Navneet Sharda, M.D., Plaintiff(s) vs. Nevada State Board of Medical Examiners, Defendant(s)	03/24/2010 Department 19	Civil Petition for Judicial Review Closed	
A-10-814170-C		A.C. Houston Lumber Company, Plaintiff(s) vs. Rivera Framing Incorporated, Defendant(s)	04/12/2010 Department 32	Title to Property Closed	
A-11-833282-B		First Financial Bank, Plaintiff(s) vs. BDS and Son LLC, Defendant(s)	01/14/2011 Department 11	Business Court Closed	
A-11-841531-C		Dick Worthen Distributing, Plaintiff(s) vs. Navneet Sharda, Defendant(s)	05/17/2011 Department 30	Title to Property Closed	
A-11-842882-C		Bank of Las Vegas, Plaintiff(s) vs. Navneet Sharda, Defendant(s)	06/09/2011 Department 14	Breach of Contract Closed	
A-12-869822-C		AM Corporation of Nevada, Plaintiff(s) vs. Bank of Nevada, Defendant(s)	10/10/2012 Department 31	Breach of Contract Closed	
A-12-872585-C		Lionel Sawyer & Collins, LTD, Plaintiff(s) vs. Moonrock LLC, Defendant(s)	11/27/2012 Department 12	Other Civil Filing Closed	
A-15-712887-C		Gordon Silver, Plaintiff(s) vs. Navneet Sharda, Defendant(s)	01/21/2015 Department 18	Collection of Accounts Closed	
A-15-724741-C		Navneet Sharda, Plaintiff(s) vs. Oran Seldon, Defendant(s)	09/16/2015 Department 17	Other Tort Open	
A-17-758274-C		Steven Barker, Plaintiff(s) vs. Shaikh Hirji, Defendant(s)	06/01/2017 Department 18	Intentional Misconduct Open	

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Location : District Court Civil/Criminal [Help](#)

Record Count: 13

Search By: Party Party Search Mode: Name Last Name: sharda All All Sort By: Filed Date

Case Number	Citation Number	Style/Defendant Info	Filed/Location	Type/Status	Charge(s)
04A491458		Navneet Sharda vs Dhan Kaushal	09/02/2004 Department 7	Intentional Misconduct Closed	
A-09-597499-B		James Ashworth, Plaintiff(s) vs. New Las Vegas Country Club, Defendant(s)	08/19/2009 Department 15	Business Court Closed	
A-09-604352-C		Lee Bass, Plaintiff(s) vs. Navneet Sharda, M.D., Defendant(s)	11/25/2009 Department 27	Malpractice - Medical/Dental Closed	
A-10-612556-J		Navneet Sharda, M.D., Plaintiff(s) vs. Nevada State Board of Medical Examiners, Defendant(s)	03/24/2010 Department 19	Civil Petition for Judicial Review Closed	
A-10-614170-C		A.C. Houston Lumber Company, Plaintiff(s) vs. Rivera Framing Incorporated, Defendant(s)	04/12/2010 Department 32	Title to Property Closed	
A-11-633282-B		First Financial Bank, Plaintiff(s) vs. BDS and Son LLC, Defendant(s)	01/14/2011 Department 11	Business Court Closed	
A-11-641531-C		Dick Worthen Distributing, Plaintiff(s) vs. Navneet Sharda, Defendant(s)	05/17/2011 Department 30	Title to Property Closed	
A-11-642862-C		Bank of Las Vegas, Plaintiff(s) vs. Navneet Sharda, Defendant(s)	06/09/2011 Department 14	Breach of Contract Closed	
A-12-669922-C		AM Corporation of Nevada, Plaintiff(s) vs. Bank of Nevada, Defendant(s)	10/10/2012 Department 31	Breach of Contract Closed	
A-12-672585-C		Lionel Sawyer & Collins, LTD, Plaintiff(s) vs. Moonrock LLC, Defendant(s)	11/27/2012 Department 12	Other Civil Filing Closed	
A-15-712697-C		Gordon Silver, Plaintiff(s) vs. Navneet Sharda, Defendant(s)	01/21/2015 Department 16	Collection of Accounts Closed	
A-15-724741-C		Navneet Sharda, Plaintiff(s) vs. Orah Seldon, Defendant(s)	09/16/2015 Department 17	Other Tort Open	
A-17-756274-C		Steven Barket, Plaintiff(s) vs. Shafik Hirji, Defendant(s)	06/01/2017 Department 18	Intentional Misconduct Open	

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

Bankruptcy

Case 11-12905-bam Doc 1 Entered 03/02/11 19:23:39 Page 1 of 6

SI (Official Form 1241B)

United States Bankruptcy Court District of Nevada		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): BDS AND SON, LLC		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer ID. (ITIN) No./Complete EIN (if more than one, state all): 02-0731215		Last four digits of Soc. Sec. or Individual-Taxpayer ID. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 3508 E Harmon Ave Las Vegas, NV		Street Address of Joint Debtor (No. and Street, City, and State):
ZIP Code 89121		ZIP Code
County of Residence or of the Principal Place of Business: Clark		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):
ZIP Code		ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box) <input type="checkbox"/> Individual (includes Joint Debtors) See Exhibit D on page 2 of this form. <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration, certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to creditors or affiliates) are less than \$2,341,200 (amount subject to adjustment on 4/01/17 and every four years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> OVER 100,000		
Estimated Assets <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$5 million <input type="checkbox"/> \$5,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$5 million <input type="checkbox"/> \$5,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		

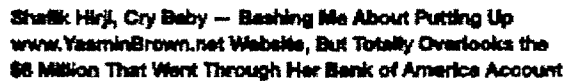
Official Form 101-2009		Page 3
Voluntary Petition (This page must be completed and filed in every case.)		Name of Debtor(s): BBS AND DGM, LLC
<p>Signature(s) of Debtor(s) (Individual/Partners)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct.</p> <p>If petitioner is an individual whose debts are primarily consumer debts and not debts to the United States, I am not a debtor under chapter 7, 11, 12, or 13 of title 11, United States Code, and I am not a debtor under chapter 9 of title 11, United States Code, and I am not a debtor under chapter 12 of title 11, United States Code, and I am not a debtor under chapter 13 of title 11, United States Code, and I am not a debtor under chapter 15 of title 11, United States Code.</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X Signature of Debtor</p> <p>X Signature of Joint Debtor</p> <p>Telephone Number (if not represented by attorney)</p> <p>Date</p>		<p>Signature of a Foreign Representative</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am subject to the jurisdiction of the United States.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1533 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign court proceeding is attached.</p> <p>X Signature of Foreign Representative</p> <p>Printed Name of Foreign Representative</p> <p>Date</p>
<p>Signature of Attorney*</p> <p>X <u>Atty. Navneet Sharda, Esq.</u></p> <p>Signature of Attorney for Debtor(s)</p> <p><u>Atty. Navneet Sharda, Esq. 112807</u></p> <p>Printed Name of Attorney for Debtor(s)</p> <p><u>Navneet Sharda, Esq., LLC</u></p> <p>Firm Name</p> <p><u>200 N. Main Street, Suite 2000</u></p> <p><u>Las Vegas, NV 89101</u></p> <p>Address</p> <p>Event: <u>attorney@navneetsharda.com</u></p> <p><u>702.496.1606 Fax: 702.496.3067</u></p> <p>Telephone Number</p> <p><u>March 2, 2011</u></p> <p>Date</p> <p>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the petition is incorrect.</p>		<p>Signature of Pro-Se Bankruptcy Petition Preparer</p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 1101; (2) I prepared this document for completion and have provided the debtor with a copy of this document and the notice and information required under 11 U.S.C. §§ 1101(b), 1106(a), and 1106(b); and, (3) I am not a registered bankruptcy preparer as defined in 11 U.S.C. § 1101(a)(2) using a certification for the services described by bankruptcy petition preparers. I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or attempting any fee from the debtor, as required in that notice. Official Form 10 is attached.</p> <p>Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>Social Security number (if the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer) (Required by 11 U.S.C. § 1101)</p> <p>Address</p> <p>X</p> <p>Date</p> <p>Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.</p> <p>Names and Social Security numbers of all other individuals who prepared or assisted in preparing the document unless the bankruptcy petition preparer is not so indicated.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 1101; 18 U.S.C. § 1546.</p>
<p>Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u>Atty. Navneet Sharda</u></p> <p>Signature of Authorized Individual</p> <p><u>Navneet Sharda</u></p> <p>Printed Name of Authorized Individual</p> <p><u>Navneet Sharda</u></p> <p>Title of Authorized Individual</p> <p><u>March 2, 2011</u></p> <p>Date</p>		

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

Shafik Hirji (Convicted Felon)

Another Dr. Nav Sharda relationship with a convicted felon. It's a known fact that Navneet Sharda has invested more than \$1.3 million in the last several months with convicted felon Shafik Hirji in a group of stores known as Furniture Fashions. The strange part of the story is that Dr. Nav Sharda has more than \$4.5 million in judgments, yet they go unfulfilled and he uses his apparently sizable resources to collude with a convicted felon.



DECLASSIFIED

All information is furnished by a recorder self-administered, covert and interview extensive manner, direct dealing with the subject and an all first-hand materials. All interview is pre-arranged as an exercise in the Commission's right to freedom of speech, as set forth in the First Amendment.

the website and paper jointly available information that the public at large often does not see or pay attention to. The publication of the website, S.A. Barakat, is acting in the role of a web site owner.

[illegible]

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

Furniture Fashions

Click on the image below to read a few more details, or go here: [Shafik Brown & Shafik Hirji
Lawsuit Filed Among Causes of Action: Fraud in the Inducement](#)

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CLERK OF THE COURT
Steven D. Griesen

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brian@mcdonaldlawyers.com
brian@mcdonaldlawyers.com
Phone: (702) 343-7411

SHAFIK BROWN & SHAFIK HIRJI

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

9
10 STEVEN BARKET, an individual; and G65
11 VENTURES, LLC., a Nevada Limited Liability
Company,
12
13 vs. Plaintiffs,
14 SHAFIK HIRJI, an individual; SHAFIK
BROWN, an individual; and [REDACTED]
15 [REDACTED] FURNITURE
16 BOUTIQUE, LLC., A Nevada Limited Liability
Company, [REDACTED] X, inclusive and ROE
[REDACTED] hugh X,
Defendants.

Case No.: A-17-758274-C
Dist. No.: Department 18

VERIFIED COMPLAINT
& DR. NAVNEET SHARDA,
WHOSE NAME INITIALLY
WAS REDACTED

1. Plaintiff Steven Barket, [REDACTED] relevant hereto, was a [REDACTED]
residing and doing business in Clark County, Nevada.

Page 1 of 16
Case Number: A-17-758274-C

Shafik Hirji Exposed, Las Vegas, Nevada, Convicted Felon, Unofficial Site by S. A. Barket

*Unofficial Site for Shafik Hirji, Straw
Operator for Olivia's Mexican
Restaurant, Hatari Restaurant,
Furniture Fashion Stores, USA Auto
Service, Purrfect Auto, Las Vegas*

**Shafik Brown & Shafik Hirji Lawsuit Filed
Among Causes of Action: Fraud in the Inducement**

Posted on June 6, 2017 by Steve

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Steven D. Grier
CLERK OF THE COURT

LAW SUIT FILED:
SHAFIK BROWN &
SHAFIK HIRJI

brandon@mcdonaldlawyers.com
450 W. ...
Facsimile: (702) 385-7411

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

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

Case No.: A-17-756274-C
Dept. No.: Department 18

Plaintiffs,

vs.

SHAFIK HIRJI, an individual; SHAFIK
BROWN, an individual; and [REDACTED]
[REDACTED] FURNITURE
BOUTIQUE, LLC., A Nevada Limited Liability
Company, [REDACTED] X, inclusive and ROE
[REDACTED] through XX,

Defendants.

SHAFIK BROWN

SHAFIK HIRJI

VERIFIED COMPLAINT

...ntiffs, by and through their counsel of record, Brandon B. McDonald,
...OFFICES and for their causes of action, allege as follows:

PARTIES

1. Plaintiff, Steven Barket, at all times relevant hereto, was and is an individual
residing and doing business in Clark County, Nevada.

Page 1 of 16

Case Number: A-17-756274-C

Fraud in the inducement, negligent misrepresentation, civil conspiracy ... it just goes on and on.

The noose is starting to tighten around the neck of Shafik Hirji and now his son, Shafik Brown, as well.

Hirji has taken great pride in telling the world that he has nothing in his name. I'm not so sure that's the smartest thing to do. But then again, a raccoon can't change its stripes. Hirji doesn't change up his modus operandi. He's set in his ways.

But I have found several assets, LLCs and bank accounts in the name of Shafik Brown. Shafik Brown drives an "M" series BMW, has several bank accounts and has squandered money from our venture on stupid things, including iTunes purchases with a corporate account.

Only time will tell if Shafik Brown, at 22 years old, will end up like Shafik Hirji, 59. I thought a father was supposed to protect his children, not put them in harm's way.

What a Father's Day present!

As a result of all his shenanigans, Shafik Hirji and his nominee Shafik Brown are now winding up in Nevada District Court with lots to explain.

This entry was posted in [Uncategorized](#). Bookmark the [permalink](#).

Shafik Hirji Exposed, Las Vegas, Nevada, Convicted Felon, Unofficial Site by S. A. Barket
Proudly powered by WordPress.

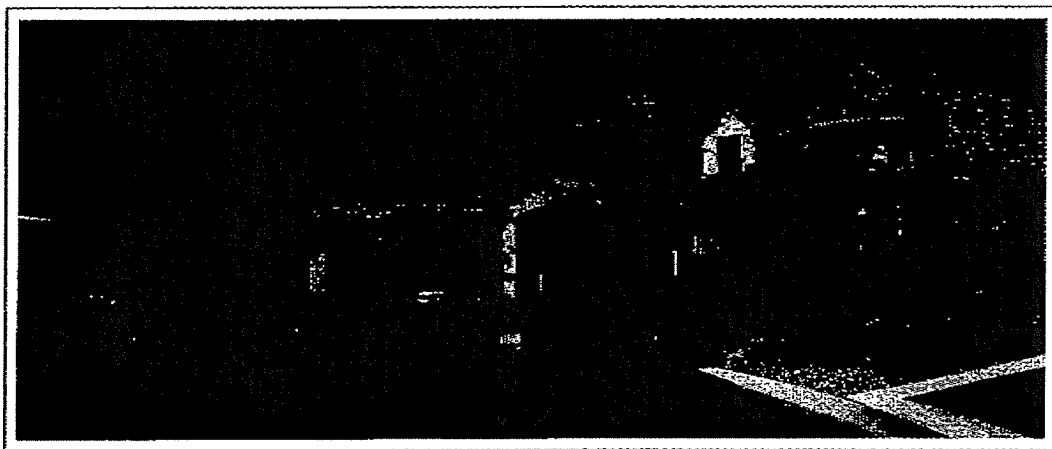
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Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

1800 Melfi Court

1800 Melfi Court — site of the seizure of Dr. Navneet Sharda assets:



Nav Sharda's driveway at 1800 Melfi Court is blocked by a tow truck with one of two seized motorcycles already on it, a law enforcement vehicle, and attorney's vehicle. One of Sharda's vehicles, which later that morning would also be seized, is visible at the garage entrance. Click on the photo to see a larger view of the scene.

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

Agua Fria Insurance

Coming soon

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

Bryan Naddafi

Watch what happens to Las Vegas attorney Bryan Naddafi ... will he be the next in a long line of lawyers (and others who have worked for Dr. Navneet Sharda) to be left unpaid?

Dr. Navneet Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

Dr. Nav Sharda, Radiation Oncologist Las Vegas, A K A Dr. Deadbeat — Unofficial Site By G Hopscotch

News, Information, Opinion and Satire Regarding Dr. Nav Sharda and His Complex, Turbulent Life and Times

Sunrise Hospital

Dr. Navneet Sharda sues Sunrise Hospital for lost privileges.

VegasDesi.com reported that Dr. Sharda has been licensed to practice in Nevada since 1997. In 2001, he was given temporary privileges for inpatient consultation services and oncology surgical procedures, then in 2003, he went to full-time status. However, in November 2013, Sharda's privileges at Sunrise lapsed. That happened as well at about the same time.

Click on the image to read the full story and see below that Sharda's hand-written lawsuit cover sheet:

Privileges Lost – Dr. Navneet Sharda Files Lawsuit Against Sun...

<https://www.vegasksi.com/2016/10/05/privileges-lost-dr-navneet-sharda/>

41781
VegasDesi

PRIVILEGES LOST – DR. NAVNEET SHARDA FILES LAWSUIT AGAINST SUNRISE HOSPITAL



Dr. Navneet Sharda was Sunrise Hospital for lost privileges.

Dr. Sharda, a graduate of University of Utah School of Medicine, conducted specialty training at the University of Wisconsin, Division of Human Oncology and has been licensed to practice in Nevada since 1997. In 2001, Sharda was granted temporary privileges at Sunrise and its Division of Radiation Oncology where Sharda was granted the ability

to use Sunrise facilities for important consultation services and oncology surgical procedures. In 2003, Sharda's provisional status was advanced to Active Staff status and conditional renewal of Active Status. In November 2013, Sharda's privileges at Sunrise lapsed. Sunrise informed Sharda that his documentation requesting privileges was deficient and accordingly had lapsed. Sharda alleges that he was not notified of these alleged deficiencies by Sunrise prior to November 2013. Additionally, at the same time, Mountain View Hospital also notified Sharda of potential deficiencies at the same time.

In July 2015, Sharda submitted a request for consideration for the purposes of renewing his privileges with Sunrise. Later in August 2015, the committee informed Sharda that his request could not be processed for lack of proof of eligibility criteria for failure to provide the requested documentation. In October, Sharda submitted a request for confirmation packet to Sunrise and during the submission period Sharda received a written request by another Sunrise Hospital Physician to meet with a patient with regard to an oncology opinion. The request was made on behalf of patient's treating physician, Rita Marley.

After seeing the patient, Sunrise issued a cease and desist against Sharda preventing him from entering the premises of Sunrise. Sunrise asserted that Sharda had no right to touch with patient at their premises. In January 2016, Sunrise advised Sharda that his request for confirmation would likely be denied and that Sharda could enforce his right to a hearing and appeal based on Sunrise Bylaws. The following six months, Sharda through his attorney, attempted to schedule a hearing for appeal. It is alleged that Sunrise failed to provide Sharda with his requested hearing. Despite making the timely request, Sharda was ignored for at least six months by Sunrise.

In February, 2016 Sunrise reported Sharda to the National Practitioner Data Bank (NPDB) complaining, amongst other things, of consulting with a patient at Sunrise. It is alleged since March 2016, Sharda, by and through his counsel, attempted to set the fair hearing date with Sunrise to no avail. Finally, in September 2016, Sunrise contacted Sharda's counsel to receive an update regarding the fair hearing date. However, Sharda will has no hearing date scheduled – more than half a year after his request.

It is further alleged that actions by Sunrise indicate a pattern of behavior designed to hinder deter Sharda's medical practice and Sharda has been damaged, both economically and professionally, as a direct and proximate result of Sunrise's action.

Sharda's legal counsel is taking an award of punitive or exemplary damages in an amount to compensate Sharda for mental anguish, humiliation, and outrage that Sharda has suffered. Sharda through his attorney is demanding a jury trial in this matter.

They remain lapsed and Sharda has sued:

SM (Rev. 11/15)

Case 2:16-cv-02233-JCM-GWF Document 1-1 Filed 09/22/16 Page 1 of 1

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of advising the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Navneet Sharda, M.D.

(b) County of Residence of First Listed Plaintiff: Clark
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEY (Give Name, Address, and Telephone Number)

LAHO OFFICE P. Sterling Kerr
2450 S. Lake Park Blvd
Henderson, NV 89014 702-451-2055

DEFENDANTS

Sunrise Hospital and Medical Center, LLC, a foreign limited liability company; The Board of Trustees of Sunrise Hospital; DOE individuals 1 through X; and ROE Corporations and Organizations 1 through X

County of Residence of First Listed Defendant: Clark

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Different Citizenship of Parties in Same SD)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State: ☐ 1 Plaintiff ☐ 1 Defendant Incorporated or Principal Place of Business in This State: ☐ 4 Plaintiff ☐ 4 Defendant
Citizen of Another State: ☐ 2 Plaintiff ☐ 2 Defendant Incorporated and Principal Place of Business in Another State: ☐ 5 Plaintiff ☐ 5 Defendant
Citizen or Subject of a Foreign Nation: ☐ 3 Plaintiff ☐ 3 Defendant Foreign, Mexico: ☐ 6 Plaintiff ☐ 6 Defendant

IV. NATURE OF SUIT (Place an "X" in One Box Only)

- | | | | | | |
|--|--|--|--|--|--|
| <input type="checkbox"/> 118 Insurance
<input type="checkbox"/> 128 Marine
<input type="checkbox"/> 130 Motor Act
<input type="checkbox"/> 140 Negligence Insurance
<input type="checkbox"/> 150 Recovery of Overpayment & Reimbursement of Judgment
<input type="checkbox"/> 151 Medicare Act
<input type="checkbox"/> 152 Recovery of Out-of-Pocket Medical Expenses (Excludes Veterans)
<input type="checkbox"/> 153 Recovery of Overpayment of Veterans' Benefits
<input type="checkbox"/> 160 Stockholders' Suits
<input type="checkbox"/> 190 Other Contract
<input type="checkbox"/> 193 Contract Product Liability
<input type="checkbox"/> 194 Real Estate | PERSONAL INJURY
<input type="checkbox"/> 310 Airplane
<input type="checkbox"/> 315 Airplane Product Liability
<input type="checkbox"/> 320 Assault, Libel & Slander
<input type="checkbox"/> 330 Federal Employees' Liability
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<input type="checkbox"/> 365 Personal Injury - Product Liability
<input type="checkbox"/> 370 Other Fraud
<input type="checkbox"/> 371 Trust in Lending
<input type="checkbox"/> 380 Other Personal Property Damage
<input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 425 Drug Related Suits of Property 21 USC 881
<input type="checkbox"/> 490 Other | <input type="checkbox"/> 422 Appeal 28 USC 136
<input type="checkbox"/> 423 Writ Habeas
<input type="checkbox"/> 424 USC 157 | <input type="checkbox"/> 401 State Transportation
<input type="checkbox"/> 410 Airplane
<input type="checkbox"/> 420 Copyrights
<input type="checkbox"/> 430 Patent
<input type="checkbox"/> 440 Trademark
<input type="checkbox"/> 450 Bankruptcy and Credit Organization
<input type="checkbox"/> 460 Consumer Credit
<input type="checkbox"/> 470 Consumer TV
<input type="checkbox"/> 480 Securities/Commodities Exchange
<input type="checkbox"/> 490 Other Securities Actions
<input type="checkbox"/> 501 Agricultural Acts
<input type="checkbox"/> 503 Environmental Matters
<input type="checkbox"/> 505 Freedom of Information Act
<input type="checkbox"/> 506 Arbitration
<input type="checkbox"/> 509 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 554 Constitutionality of State Statutes |
|--|--|--|--|--|--|

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (Case) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

On the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 28 USC 1343 (a)(1) (Federal Question)

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.C.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See Instructions)

JUDGE

DOCKET NUMBER

DATE
09/22/2016SIGNATURE OF ATTORNEY OF RECORD
/s/ P. Sterling Kerr

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING THE _____ JUDGE _____ MAG. JUDGE _____

JS 44 (Rev. 11/15)

Case 2:16-cv-02233-JCM-GWF Document 1-1 Filed 09/22/16 Page 1 of 1

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Navneet Sharda, M.D.

(b) County of Residence of First Listed Plaintiff Clark
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Law Office P. Sterling Kerr
2450 St. Rose Plwy #220
Henderson, NV 89014 702-451-2055

DEFENDANTS

Sunrise Hospital and Medical Center, LLC, a foreign limited liability company; The Board of Trustees of Sunrise Hospital; DOE individual through X; and ROE Corporations and Organizations I through X

County of Residence of First Listed Defendant Clark
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTT | DEF | | PTT | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONSUMER PROTECTION	LABOR	PROPERTY	PERSONAL INJURY	PERSONAL INJURY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicine Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans' Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Balance of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Support/Corruption <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input checked="" type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 510 Securities/Commodities/Exchange <input type="checkbox"/> 590 Other Statutory Actions <input type="checkbox"/> 591 Agricultural Acts <input type="checkbox"/> 593 Environmental Matters <input type="checkbox"/> 595 Freedom of Information Act
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Real Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (Specify)
☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Fourteen Amendment

Brief description of cause:
Medical Malpractice

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See Instructions)

JUDGE

DOCKET NUMBER

DATE
09/22/2016SIGNATURE OF ATTORNEY OF RECORD
/s/ P. Sterling Kerr

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING FFP _____ JUDGE _____ MAG. JUDGE _____



PRIVILEGES LOST – DR. NAVNEET SHARDA FILES LAWSUIT AGAINST SUNRISE HOSPITAL



Dr. Navneet Sharda sues Sunrise Hospital for lost privileges.

Dr. Sharda, a graduate of University of Utah School of Medicine, conducted specialty training at the University of Wisconsin, Division of Human Oncology and has been licensed to practice in Nevada since 1997. In 2001, Sharda was granted temporary privileges at Sunrise and its Division of Radiation Oncology wherein Sharda was granted the ability

to use Sunrise facilities for inpatient consultation services and oncology surgical procedures. In 2003, Sharda's provisional status was advanced to Active Staff status and continued renewal of Active Status. In November 2013, Sharda's privileges at Sunrise lapsed. Sunrise informed Sharda that his documentation requesting privileges was deficient and accordingly had lapsed. Sharda alleges that he was not notified of these alleged deficiencies by Sunrise prior to November 2013. Additionally, at the same time, Mountain View Hospital also notified Sharda of potential deficiencies at the same time.

In July 2015, Sharda submitted a request for consideration for the purposes of resuming his privileges with Sunrise. Later in August 2015, the committee informed Sharda that his request could not be processed for lack of proof of eligibility criteria for failure to provide the requested documentation. In October, Sharda submitted a request for confirmation packet to Sunrise and during the submission period Sharda received a written request by another Sunrise Hospitalist Physician to meet with a patient with regard to an oncology opinion. The request was made on behalf of patient's treating physician Rita Maity.

After seeing the patient, Sunrise issued a cease and desist against Sharda preventing him from entering the premises of Sunrise. Sunrise asserted that Sharda had no right to consult with patient at their premises. In January 2016, Sunrise advised Sharda that his request for confirmation would likely be denied and that Sharda could enforce his right to a hearing and appeal based on Sunrise Bylaws. The following six months, Sharda through his attorney, attempted to schedule a hearing for appeal. It is alleged that Sunrise failed to provide Sharda with his requested hearing. Despite making the timely request, Sharda was ignored for at least six months by Sunrise.

In February, 2016 Sunrise reported Sharda to the National Practitioner Data Bank (NPDB) complaining, amongst other things, of consulting with a patient at Sunrise. It is alleged since March 2016, Sharda, by and through his counsel, attempted to set the fair hearing date with Sunrise to avail. Finally, in September 2016, Sunrise contacted Sharda's counsel to receive an update regarding the fair hearing date. However, Sharda has no hearing date scheduled – more than half a year after his request.

It is further alleged that actions by Sunrise indicate a pattern of behavior designed to hinder deter Sharda's medical practice and Sharda has been damaged, both economically and professionally, as a direct and proximate result of Sunrise's action.

8/1/2017

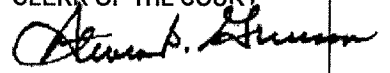
Privileges Lost – Dr. Navneet Sharda Files Lawsuit Against Sunrise Hospital – Vegasdesi.com

Sharda's legal counsel is asking an award of punitive or exemplary damages in an amount to compensate Sharda for mental anguish, humiliation and outrage that Sharda has suffered. Sharda through his attorney is demanding a jury trial in this matter.

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^

EXHIBIT 7



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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

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

11 Plaintiffs,

12 vs.

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

19 Defendants.

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

20 Counterclaimants,

21 vs.

22 STEVEN BARKET, an individual,

23 Counterdefendant.

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

28 Counter-Claimants,

vs.

1 STEVEN BARKET, an individual,
2 Counter-Defendant.
3 _____/

4 MICHAEL AHDERS, an individual,
5 Plaintiff,
6 vs.

7 BOULEVARD FURNITURE, INC., a
8 Nevada corporation; SHAFIK HIRJI,
9 an individual; and SHAFIK
10 BROWN, an individual.
11 Defendants.
12 _____/

11 **NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR**
12 **NOVEMBER 19, 2020 ORDER DISMISSING PLAINTIFFS' MATTER WITH PREJUDICE**

13 PLEASE TAKE NOTICE that a Findings of Fact and Conclusions of Law for November 19,
14 2020 Order Dismissing Plaintiffs' Matter with Prejudice was entered in the above-entitled action on the
15 14th day of December, 2020, a copy of which is attached hereto.

16 DATED this 14th day of December, 2020.

17 LAW OFFICE OF DANIEL MARKS

18
19 /s/ Teletha Zupan. Esq.
20 DANIEL MARKS, ESQ.
21 Nevada Bar No. 002003
22 TELETHA L. ZUPAN, ESQ.
23 Nevada State Bar No. 12660
24 610 South Ninth Street
25 Las Vegas, Nevada 89101
26 *Attorneys for Defendants, Shafik Hirji,*
27 *Shafik Brown, and Furniture Boutique, LLC*
28

1 **CERTIFICATE OF SERVICE**

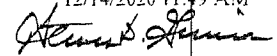
2 I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 14th day
3 of December, 2020, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted
4 a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF FINDINGS OF FACT**
5 **AND CONCLUSIONS OF LAW FOR NOVEMBER 19, 2020 ORDER DISMISSING**
6 **PLAINTIFFS' MATTER WITH PREJUDICE** by way of Notice of Electronic Filing provided by the
7 court mandated E-file & Serve system to the following:

8 Michael Mushkin, Esq.
9 MUSHKIN & COPPEDGE
6070 S. Eastern Ave. Ste. 270
Las Vegas, Nevada 89119
10 *Attorney for Plaintiffs, Steven Barket and G65 Ventures, LLC.*

11 Harold P Gewerter, Esq.
12 HAROLD P GEWERTER, ESQ. LTD
1212 Casino Center Blvd.
Las Vegas, Nevada 89104
13 *Attorney for Navneet Sharda and Trata Inc.*

14 Charles Barnabi, Esq.,
15 THE BARNABI LAW FIRM, PLLC
375 e. Warm Spring Road, Ste. 104
Las Vegas, Nevada 89119
16 *Attorney for Plaintiff, Michael Ahders*

17
18 /s/ Jessica Flores
19 An employee of the
20 LAW OFFICE OF DANIEL MARKS
21
22
23
24
25
26
27
28


CLERK OF THE COURT

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

DISTRICT COURT
CLARK COUNTY, NEVADA

10 STEVEN BARKET, an individual; and G65 Case No.: A-17-756274-C
11 VENTURES, LLC, a Nevada Limited Liability Case No.: A-18-770121-C
12 Company, Dept. No.: IV

13 Plaintiffs,

14 vs.

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

21 Defendants.

22 NAVEET SHARDA, an individual;
23 TRATA, INC., a Nevada Corporation;

24 Counterclaimants,

25 vs.

26 STEVEN BARKET, an individual,

27 Counterdefendant.

28 SHAFIK HIRJI, an individual; SHAFIK
29 BROWN, an individual; and FURNITURE
30 BOUTIQUE, LLC, a Nevada Limited
31 Liability Company;

32 Counter-Claimants,

33 vs.

34 STEVEN BARKET, an individual,

1 Counter-Defendant.
2 MICHAEL AHDERS, an individual, /
3 Plaintiff,
4 vs.
5 BOULEVARD FURNITURE, INC., a
6 Nevada corporation; SHAFIK HIRJI,
7 an individual; and SHAFIK
8 BROWN, an individual.
9 Defendants. /

10 **FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR NOVEMBER 19, 2020**
11 **ORDER DISMISSING PLAINTIFFS' MATTER WITH PREJUDICE**

12 THIS MATTER came before the Court on Plaintiffs' Motion for Entry of Confession of
13 Judgment, filed January 19, 2020; Defendants' Opposition to Plaintiffs' Motion for Entry of
14 Confession of Judgment and Countermotion for Sanctions Pursuant to EDCR 7.60, filed
15 February 12, 2020; Plaintiffs' Reply in Support of Motion for Entry of Confession of Judgment
16 and Opposition to Countermotion For Sanctions, filed March 11, 2020; Plaintiffs' Motion for
17 Sanctions Pursuant to NRCP 11, filed May 1, 2020; Defendants' Opposition to Plaintiffs' Motion
18 for Sanctions Pursuant to NRCP 11, filed May 22, 2020; Defendants' Reply to Countermotion
19 for Sanctions Per EDCR 7.60 Pertaining to Plaintiffs' Motion for Entry of Judgment, filed
20 October 13, 2020; Defendants' Motion to Dismiss With Prejudice and for Related Relief, filed
21 on July 29, 2020; Plaintiffs' Opposition thereto filed September 2, 2020; and Defendant' Reply
22 filed October 13, 2020. The Court having reviewed the matter, including all points and
23 authorities, and exhibits, and good cause appearing, hereby issues its decision.
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1 **FINDINGS OF FACT**

2 **THE COURT FINDS** that as a brief recitation of the underlying facts, the nature of the
3 dispute between Plaintiffs and Defendants surround a series of five loans: 1) November 7, 2016
4 in the amount of \$200,000; 2) November 21, 2016 in the amount of \$100,000; 3) December 20,
5 2016 in the amount of \$100,000; 4) January 20, 2017 in the amount of \$1,000,000; and 5) March
6 15, 2017 in the amount of \$200,000.

7 **THE COURT FURTHER FINDS** that on July 29, 2017 the parties entered into a
8 Settlement Agreement in which Defendant (Sharda) allegedly would assign all rights, title and
9 interest in the five promissory notes to Plaintiff, Steven Barket or his assigns.

10 **THE COURT FURTHER FINDS** that the Settlement Agreement is part of the action
11 currently pending before Judge Williams in Case No. A-15-712697-C. At the hearing held on
12 March 17, 2020, Judge Williams denied Plaintiffs' motion to enforce the Settlement Agreement.
13 An Evidentiary Hearing is currently set in that matter for March 29, 2021.

14 **THE COURT FURTHER FINDS** that on April 5, 2018, in Case No. A-17-763985-C,
15 Judge Williams entered an Order finding that the Confession of Judgment entered in that case
16 was an attempt to circumvent the loans in dispute in Case No. A-17-756274-C (this instant
17 matter) and held that the Confession of Judgment was void under NRCP 60(b). Judge Williams
18 ordered that the Confession of Judgment filed by Cancer Care on November 1, 2017 was void
19 and set aside. The Confession of Judgment addressed by Judge Williams encompassed the
20 November 7, 2016 loan in the amount of \$200,000 (Loan No. 1) and the December 20, 2016 loan
21 in the amount of \$100,000 (Loan No. 3).

22 **THE COURT FURTHER FINDS** that on April 17, 2018, in Case No. A-17-763995-C
23 Judge Cadish entered an Order voiding the Confessions of Judgment finding that the judgment
24 was obtained by fraud, misrepresentation, or other misconduct of an adverse party within the
25 meaning of NRCP 60(b)(3). This decision applied to the Confession of Judgment filed in that
26 matter on November 1, 2017 that encompassed the January 20, 2017 loan in the amount of
27
28

1 \$1,000,000 (Loan No. 4) and the March 15, 2017 loan in the amount of \$200,000 (Loan No. 5).

2 **THE COURT FURTHER FINDS** that on May 17, 2019 this Court voided and set aside
3 the Confession of Judgment associated with Loan No. 2, dated November 21, 2016 in the amount
4 of \$100,000 plus interest pursuant to NRCP 60(b) in Case No. A-18-770121-C, which was
5 consolidated with this matter (Case No.: A-17-756274-C).

6 **THE COURT FURTHER FINDS** that Plaintiffs' Motion for Entry of Confession of
7 Judgment essentially seeks reconsideration of this Court's Order entered on May 17, 2019.

8 **THE COURT FURTHER FINDS** that the same Confession of Judgment was addressed
9 by Judge Cory in Case No.: A-19-806944-C during a hearing held on January 29, 2020. Pursuant
10 to Judge Cory's Order entered on February 21, 2020, Defendants Emergency Motion to Vacate
11 the Confession of Judgment Pursuant To NRCP 60(b); to Quash Any and All Writs of Execution
12 and/or Garnishment Pursuant to NRCP 60(b) Because the Judgment was Obtained by Fraud; to
13 Stay All Collection Activity, Including Writs of Execution; for Attorney's Fees and Costs; and to
14 Dismiss [the] Action With Prejudice, was granted and the matter was dismissed with prejudice.
15 Judge Cory noted that the Confession of Judgment was the same as was previously filed in this
16 case.
17

18 **THE COURT FURTHER FINDS** that to the extent that Plaintiffs' motion seeks
19 reconsideration of this Court's May 15, 2019 Order, the motion is untimely under EDCR 2.24(b),
20 which requires a party seeking reconsideration of a ruling of the court must file a motion for such
21 relief within 14 days after service of written notice of the order. When a timely motion for
22 reconsideration is filed, a district court may reconsider a previously decided issue if substantially
23 different evidence is subsequently introduced or the decision is clearly erroneous.

24 **THE COURT FURTHER FINDS** that there is no legal basis supporting Plaintiffs now
25 third request to enforce a Confession of Judgment that has been voided by this Court and Judge
26 Cory.

27 *////*
28

1 **THE COURT FURTHER FINDS** that the district court has broad discretion to impose
2 sanctions pursuant to EDCR 7.60, but finds that an award of sanctions is not warranted at this
3 time.

4 **THE COURT FURTHER FINDS** that while Plaintiffs' motion for sanctions pursuant
5 to NRCP 11 asserts that Defendants Shafik Hirji and Shafik Brown and their counsels have
6 allegedly knowingly, purposefully and intentionally misrepresented the nature of payments made
7 by them to Steven Barket and Michael Ahders, there is no legal basis for an award of Rule 11
8 sanctions against Defendants or defense counsel.

9 **THE COURT FURTHER FINDS** that Defendants request for reasonable attorney's fees
10 and costs pursuant to EDCR 7.60(b) is not warranted at this time.

11 **THE COURT FURTHER FINDS** that with respect to Defendants' motion to dismiss
12 with prejudice pursuant to NRCP 41 (e)(6) and related relief should be GRANTED in part to the
13 extent that the facts in this case implicate the doctrines of collateral estoppel, claim preclusion,
14 and res judicata; and DENIED with respect to the other issues as moot.

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1 **THE COURT FURTHER FINDS** that each and every Confession of Judgment
2 pertaining to the loans alleged by Plaintiffs have been adjudicated as follows:

3 Loan No. 1: November 7, 2016 in the amount of \$200,000 declared void by Judge
4 Williams in Case No. A-17-763985-C, Order entered April 5, 2018;

5 Loan No. 2: November 21, 2016 in the amount of \$100,000 declared void by this Court
6 in Case No. A-18-770121-C, Order entered May 15, 2019, and declared
7 void by Judge Cory in Case No.: A-19-806944-C, Order entered February
8 21, 2020;

9 Loan No. 3: December 20, 2016 in the amount of \$100,000 declared void by Judge
10 Williams in Case No.: A-17-763985-C, Order entered April 5, 2018;

11 Loan No. 4: January 20, 2017 in the amount of \$1,000,000 declared void by Judge
12 Cadish in Case No. A-17-763995-C, ordered entered April 17, 2018; and

13 Loan No. 5: March 15, 2017 in the amount of \$200,000 declared void by Judge Cadish
14 in Case No. A-17-763995-C, ordered entered April 17, 2018.
15

16 **THE COURT FURTHER FINDS** that it is appropriate to dismiss this action with
17 prejudice because the parties have already litigated each and every Confession of Judgment
18 pertaining to the loans alleged by Plaintiffs. Each Confession of Judgment has been adjudicated
19 and declared void. The determination regarding each Confession of Judgment was actually
20 decided and necessary to the final order in each separate suit. Therefore, the doctrine of collateral
21 estoppel precludes the parties from relitigating these issues. *Univ. of Nevada v. Tarkanian*, 110
22 Nev. 581, 598 99, 879 P.2d 1180, 1191 (1994).

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1 **THE COURT FURTHER FINDS** that it is appropriate and necessary based upon the
2 history of the case and the related cases to dismiss this action with prejudice under the doctrine of
3 res judicata, claim preclusion, because these disputes involved the same parties or their privies,
4 valid and final judgments have been entered in each case, and this action is based on the same
5 claims, part of them, and/or could have been brought in the prior actions. *Kuptz-Blinkinsop v.*
6 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020) citing *Univ. of Nevada v.*
7 *Tarkanian*, 110 Nev. at 598-99, 879 P.2d at 1191.

8 **THE COURT FURTHER FINDS** that the facts of this case satisfy the three-part test the
9 Nevada Supreme Court adopted in *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d
10 709 (2008) for claim preclusion: (1) the parties or their privies are the same, (2) the final
11 judgment is valid, and (3) the subsequent action is based on the same claims or any part of them
12 that were or could have been brought in the first case. Further, the Nevada Supreme Court has
13 held that the doctrine of res judicata precludes parties or those in privity with them from
14 relitigating a cause of action or an issue which has been finally determined by a court of
15 competent jurisdiction. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271,
16 1275 (2020). The doctrine is intended to prevent multiple litigation causing vexation and expense
17 to the parties and wasted judicial resources by precluding parties from relitigating issues they
18 could have raised in a prior action concerning the same controversy. *Id.* Therefore, the doctrine
19 of res judicata precludes the parties in this case from relitigating these claims or any claims that
20 could have been brought.

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CONCLUSIONS OF LAW

1. **THE COURT HEREBY CONCLUDES** that EDCR 2.24(b) states that a party seeking reconsideration of a ruling of the court must file a motion for such relief within 14 days after service of written notice of the order. A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous. *Masonry & Tile Contractors Ass'n of S. Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).
2. **THE COURT FURTHER CONCLUDES** that Plaintiffs' motion for entry of confession of judgment essentially seeks reconsideration of this Court's Order entered on May 17, 2019 in Case No. A-18-770121-C, which was consolidated with this matter (Case No.: A-17-756274-C), wherein the Court held that the Confession of Judgment dated November 21, 2016 for \$100,000 plus interest was void under NRCP 60(b). This Court set aside and vacated the Confession of Judgment, granted Defendants motion for stay of execution, and consolidated the two matters.
3. **THE COURT FURTHER CONCLUDES** that Defendants filed a Countermotion for Sanctions Pursuant to EDCR 7.60 requesting sanctions under EDCR 7.60. Defendants argue that Plaintiffs motion is a frivolous motion and unnecessarily multiplies proceedings in a case to increase costs because Plaintiffs blatantly disregarded this Court's April 25, 2019 Order (which was entered on May 17, 2019). On December 13, 2019, Plaintiffs re-filed the same voided Confession of Judgment in the new action Case No. A-19-806944-C before Judge Cory and began to execute upon it, and attempted to take a third bite at the apple by filing the pending motion to enforce the same voided confession of judgment for a third time.

1 4. **THE COURT FURTHER CONCLUDES** that EDCR 7.60(b) states that the
2 court may, after notice and an opportunity to be heard, impose upon an attorney or
3 a party any and all sanctions which may, under the facts of the case, be reasonable,
4 including the imposition of fines, costs or attorney's fees when an attorney or a
5 party without just cause: (1) Presents to the court a motion or an opposition to a
6 motion which is obviously frivolous, unnecessary or unwarranted; [] or (3) So
7 multiplies the proceedings in a case as to increase costs unreasonably and
8 vexatiously. Despite the district court's broad discretion to impose sanctions, a
9 district court may only impose sanctions that are reasonably proportionate to the
10 litigant's misconduct. Proportionate sanctions are those which are roughly
11 proportionate to sanctions imposed in similar situations or for analogous levels of
12 culpability. *Emerson v. Eighth Judicial Dist. Court of State, ex rel. Cty. of Clark*,
13 127 Nev. 672, 681, 263 P.3d 224, 230 (2011) (internal citations and quotations
14 omitted).

15
16 5. **THE COURT FURTHER CONCLUDES** that Plaintiffs' filed a Motion for
17 Sanctions Pursuant to NRCp 11 on the basis that Defendants Shafik Hirji and
18 Shafik Brown and their counsels have allegedly knowingly, purposefully and
19 intentionally misrepresented the nature of payments made by them to Steven
20 Barket and Michael Ahders, because said arguments are false, have no merit, and
21 are without any evidentiary support.

22 6. **THE COURT FURTHER CONCLUDES** that the decision to award sanctions
23 is within the district court's sound discretion and will not be overturned absent a
24 manifest abuse of discretion. *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317,
25 330, 130 P.3d 1280, 1288 (2006). Rule 11 sanctions should be imposed for
26 frivolous actions, but they should not be imposed where the sanctions would have
27 a chilling effect and discourage attorneys from exercising imagination and
28

1 perseverance on behalf of their clients. *Marshall v. Eighth Judicial Dist. Court In*
2 *& For Cty. of Clark*, 108 Nev. 459, 465, 836 P.2d 47, 52 (1992).

3 7. **THE COURT FURTHER CONCLUDES** that there is no legal basis for an
4 award of Rule 11 sanctions against Defendants or defense counsel.

5 8. **THE COURT FURTHER CONCLUDES** that issue preclusion, or collateral
6 estoppel, may be implicated when one or more of the parties to an earlier suit are
7 involved in subsequent litigation on a different claim. Issues that were determined
8 in the prior litigation arise in the later suit. If the common issue was actually
9 decided and necessary to the judgment in the earlier suit, its relitigation will be
10 precluded. *Univ. of Nevada v. Tarkanian*, 110 Nev. 581, 598 99, 879 P.2d 1180,
11 1191 (1994). On the other hand, claim preclusion, or merger and bar, is triggered
12 when a judgment is entered. *Id.* While issue preclusion is implicated when the
13 parties to an earlier suit are involved in a subsequent litigation on a different
14 claim, claim preclusion applies when a valid and final judgment on a claim
15 precludes a second action on that claim or any part of it. *Kuptz-Blinkinsop v.*
16 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020) citing *Univ. of*
17 *Nevada v. Tarkanian*, 110 Nev. at 598-99, 879 P.2d at 1191.

18 9. **THE COURT FURTHER CONCLUDES** that the Nevada Supreme Court has
19 adopted a three-part test from *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048,
20 194 P.3d 709 (2008) for claim preclusion: (1) the parties or their privies are the
21 same, (2) the final judgment is valid, and (3) the subsequent action is based on the
22 same claims or any part of them that were or could have been brought in the first
23 case.
24

25 10. **THE COURT FURTHER CONCLUDES** that the Nevada Supreme Court has
26 held that the doctrine of res judicata precludes parties or those in privity with them
27 from relitigating a cause of action or an issue which has been finally determined
28

1 by a court of competent jurisdiction. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev.
2 Adv. Op. 40, 466 P.3d 1271, 1275 (2020). The doctrine is intended to prevent
3 multiple litigation causing vexation and expense to the parties and wasted judicial
4 resources by precluding parties from relitigating issues they could have raised in a
5 prior action concerning the same controversy. *Id.*

- 6 11. If any of these Conclusions of Law are more appropriately deemed Findings of
7 Fact, they shall be so deemed.

8 **ORDERS**

9 **WHEREFORE, BASED UPON THE ABOVE FINDINGS AND CONCLUSIONS:**

10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Plaintiffs Motion for
11 Entry of Confession of Judgment is DENIED WITH PREJUDICE as it is essentially a motion for
12 reconsideration of this Court's Order entered on May 17, 2019, which is untimely pursuant to
13 EDCR 2.24.

14 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Court exercises
15 its discretion and finds that an award of sanctions is not warranted at this time. Therefore,
16 Defendants' counter-motion for sanctions pursuant to EDCR 7.60 is DENIED.

17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Plaintiffs'
18 motion for sanctions pursuant to NRCP 11 against Defendants and defense counsel is hereby
19 DENIED because there is no legal basis for an award of Rule 11 sanctions.

20 **IT IS FURTHER ORDERED** that Defendants request for reasonable attorney's fees and
21 costs pursuant to EDCR 7.60(b) for having to oppose Plaintiffs' motion for sanctions is
22 DENIED.

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that this matter is
24 DISMISSED WITH PREJUDICE, pursuant to the three-part test from *Five Star Capital Corp. v.*
25 *Ruby*, 124 Nev. 1048, 194 P.3d 709 (2008). Each and every Confession of Judgment pertaining
26 to the loans alleged by Plaintiffs have been adjudicated as follows:
27
28

- 1 Loan No. 1: November 7, 2016 in the amount of \$200,000 declared void by Judge
2 Williams in Case No. A-17-763985-C, Order entered April 5, 2018;
3 Loan No. 2: November 21, 2016 in the amount of \$100,000 declared void by this Court
4 in Case No. A-18-770121-C, Order entered May 15, 2019, and declared
5 void by Judge Cory in Case No.: A-19-806944-C, Order entered February
6 21, 2020;
7 Loan No. 3: December 20, 2016 in the amount of \$100,000 declared void by Judge
8 Williams in Case No.: A-17-763985-C, Order entered April 5, 2018;
9 Loan No. 4: January 20, 2017 in the amount of \$1,000,000 declared void by Judge
10 Cadish in Case No. A-17-763995-C, ordered entered April 17, 2018; and
11 Loan No. 5: March 15, 2017 in the amount of \$200,000 declared void by Judge Cadish
12 in Case No. A-17-763995-C, ordered entered April 17, 2018.

13
14 Each claim involves the same parties or their privies. Each adjudication reference above is a
15 valid and final judgment. The Nevada Supreme Court has held that the doctrine of res judicata
16 precludes parties or those in privity with them from relitigating a cause of action or an issue
17 which has been finally determined by a court of competent jurisdiction. *Kuptz-Blinkinsop v.*
18 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020). This matter is based on the same
19 claims or any part of them that were or could have been brought in the prior cases.

20 ////

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the remaining issues in Defendants' motion are DENIED as MOOT.

Dated this 14th day of December, 2020

Kenny S. Enley

C79 527 3602 8FF2

Kerry Earley

District Court Judge
Appointed as Court Judge content:
MUSHKIN & COPPEDGE

Respectfully submitted by:
LAW OFFICE OF DANIEL MARKS

/s/ Teletha Zupan

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, Shafik Hirji,

Shafik Brown, Furniture Boutique, LLC.

and Boulevard Furniture, INC.

Approved as to form and content:

THE BARNABI LAW FIRM, PLLC

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375 E. Warm Springs Road, Ste. 104

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Attorney for Plaintiff, Michael Ahders

/s/ Michael Mushkin

MICHAEL R. MUSHKIN, ESQ.

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6070 S. Eastern Ave., Ste. 270

Las Vegas, Nevada 89119

Attorney for Plaintiffs, Steven Barket and

G65 Ventures, LLC

Approved as to form and content:

HAROLD P. GEWERTER, ESQ. LTD.

HAROLD P. GEWERTER, ESQ.

Nevada State Bar No. 000499

1212 Casino Center Blvd.

Las Vegas, Nevada 89104

Attorney for Defendants, Navneet Sharda

and Trata, Inc.

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 Steven Barket, Plaintiff(s)

CASE NO: A-17-756274-C

7 vs.

DEPT. NO. Department 4

8 Shafik Hirji, Defendant(s)
9

10 AUTOMATED CERTIFICATE OF SERVICE

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Findings of Fact, Conclusions of Law and Order was served via the
13 court's electronic eFile system to all recipients registered for e-Service on the above entitled
case as listed below:

14 Service Date: 12/14/2020

15 Karen Foley

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16 Michael Mushkin

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DOCUMENT “27”

DOCUMENT “27”



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Attorneys for Steven Barket

**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 I-X, inclusive
and ROE CORPORATIONS XI through XX,

Defendants.

NAVNEET SHARDA, an individual; TRATA,
INC., a Nevada Corporation,

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counterdefendant.

Case No.: A-17-756274-C

Consolidated With:
Case No.: A-18-770121-C

Dept. No.: IV

**COUNTERDEFENDANTS' LIMITED JOINDER TO COUNTERCLAIMANTS'
MOTION FOR CLAIRFICATION, AND/OR IN THE ALTERNATIVE, MOTION FOR
RELIEF, RECONSIDERATION, AND/OR TO ALTER OR AMEND JUDGMENT**

Counterdefendant, Steven Barket, by and through his counsel, Michael R. Mushkin, of the

1 law firm of Mushkin & Coppedge, submits its limited joinder to Counterclaimants Motion for
2 Clarification, and/or In The Alternative, Motion For Relief, Reconsideration, and/or to Alter or
3 Amend Judgment (“Motion”).

4 Counterdefendant adopts the legal arguments and legal authority set forth in the
5 Counterclaimants’ Motion as though fully set forth herein to the extent they establish that the
6 underlying claims arising under the Promissory Notes and the Breach of Agreement have not
7 been resolved.

8 DATED this 7th day of January, 2021

9 MUSHKIN & COPPEDGE

10
11 /s/Michael R. Mushkin
12 MICHAEL R. MUSHKIN, ESQ.
13 Nevada Bar No. 2421
14 L. JOE COPPEDGE, ESQ.
15 Nevada Bar No. 4954
16 6070 South Eastern Ave Ste 270
17 Las Vegas, NV 89119

18 **CERTIFICATE OF SERVICE**

19 I hereby certify that the foregoing **Counterdefendant’s Limited Joinder to**
20 **Counterclaimants Motion for Clarification, and/or In The Alternative, Motion For Relief,**
21 **Reconsideration, and/or to Alter or Amend Judgment** was submitted electronically for filing
22 and/or service with the Eighth Judicial District Court on this this 7th day of January, 2021.
23 Electronic service of the foregoing document shall be upon all parties listed on the Odyssey
24 eFileNV service contact list:

25
26 /s/Karen L. Foley
27 An Employee of
28 MUSHKIN & COPPEDGE

DOCUMENT “28”

DOCUMENT “28”



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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

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

Plaintiffs,

vs.

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

Defendants.

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

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counterdefendant.

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

Counter-Claimants,

vs.

STEVEN BARKET, an individual,

Counter-Defendant.

**DEFENDANTS' OPPOSITION TO
COUNTERCLAIMANTS' MOTION
FOR CLARIFICATION, AND/OR
IN THE ALTERNATIVE, MOTION
FOR RELIEF, RECONSIDERATION,
AND/OR TO ALTER OR AMEND
JUDGMENT**

Date of Hearing: March 9, 2021
Time of Hearing: 9:00 a.m.

1 MICHAEL AHDERS, an individual,

2 Plaintiff,

3 vs.

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

7 Defendants.
8 _____ /

9 **DEFENDANTS' OPPOSITION TO COUNTERCLAIMANTS' MOTION**
10 **FOR CLARIFICATION, AND/OR IN THE ALTERNATIVE,**
11 **MOTION FOR RELIEF, RECONSIDERATION, AND/OR**
12 **TO ALTER OR AMEND JUDGMENT**

13 COMES NOW the Defendants, Boulevard Furniture, Inc.; Furniture Boutique, LLC,
14 Shafik Hirji; and Shafik Brown by and through their counsel, Daniel Marks, Esq., and Teletha L.
15 Zupan, Esq., of the Law Office of Daniel Marks, hereby submits their Opposition to
16 Defendant/Counterclaimants' Motion For Clarification, And/or in the Alternative, Motion for
17 Relief, Reconsideration, And/or To Alter or Amend Judgment. The grounds for the Defendants'
18 Opposition are set forth in the following Memorandum of Points and Authorities, the attached
19 exhibits, and the papers and pleadings on file.

20 DATED this 11th day of January, 2021.

21 LAW OFFICE OF DANIEL MARKS

22 /s/ Teletha Zupan
23 DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
24 TELETHA ZUPAN, ESQ.
Nevada State Bar No. 012660
25 610 South Ninth Street
Las Vegas, Nevada 89101
26 *Attorneys for Defendants*
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. STATEMENT OF FACTS:**

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

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

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

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

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

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

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

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

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

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

5 On or about March 5, 2017, Hirji contacted Sharda to inform him that Barket demanded
6 and received approximately three hundred seventy five thousand (\$375,000.00) dollars and
7 proceeded to demand more money that they did not have. At that time, Hirji knew for sure that
8 Barket had demanded and received at least \$375,000, but was not certain of the total amount that
9 had been paid to Barket. Hirji informed Sharda that they did not have enough money to open the
10 store because of how much money Barket took. (See Affidavit of Shafik Hirji attached at Exhibit
11 "1").

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

21 Barket created fliers and post card mailers, which inferred Hirji was untrustworthy,
22 dishonest, and a scam artist, who sets up fake business fronts, and commits bankruptcy fraud to
23 escape his creditors. Barket sent the post card mailers that portray Hirji in a false light to
24 customers in the vicinity, Hirji and Brown's business associates, landlords, all of the tenants and
25 employees surrounding each business, including but not limited to the tenants and employees in
26 the boulevard mall, neighboring business owners, and employees of Furniture Fashions,
27 Champagne Salon & Spa, Olivia's Mexican Restaurant & Bar, and Furniture Boutique. In
28 addition, Barket sent the post card mailers to the neighbors in the communities that Hirji and

1 Brown lived in. (See post card mailer attached hereto as Exhibit “40” and Declaration of Shafik
2 Hirji attached hereto as Exhibit “41”).

3 Barket also created various websites, including but not limited to, shafikhirji.com;
4 shadyshafik.com; yasminbrown.net; klastv.vegas; and furniturfashionslasvegas.net to smear the
5 names of Hirji, his family, his friends, and business associates. Barket even created a website
6 regarding the Defendants’ counsel at danielmarksexamined.com, which was removed after
7 Defendants’ filed their Motion to Dismiss with prejudice. Barket portrayed Hirji, his family, their
8 businesses, friends, and business associates in a negative light on his various websites making
9 statements similar to those in the postcard/mailers to harm the reputation of Hirji, his family,
10 their business, and business associates and/or to financially harm Hirji, Brown, their family, and
11 their businesses. (See website for shafikhirji.com attached as Exhibit “42”; website for
12 shadyshafik.com attached hereto as Exhibit “43”; website for klastv.vegas attached hereto as
13 Exhibit “44”; and danielmarksexamined.com attached hereto as Exhibit “45”).

14 On March 18, 2017, the fifth investment/loan was made from Trata for an additional two
15 hundred thousand (\$200,000). Sharda suspended the repayment obligations for all the loans until
16 the store opened, became profitable enough to make the payments, and they reached an
17 agreement for a new repayment schedule for the loans. The Trata loans were made for the
18 purpose of opening the new furniture store. (See Affidavit of Shafik Hirji attached at Exhibit “1”
19 and Trata’s second COJ, secured promissory note and option agreement attached as Exhibit
20 “11”). From November 7, 2016 to March 18, 2017, there was a total of five investment/loans
21 made to the Defendants. (See Exhibits “2-5” and “11”).

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

1 attached to Plaintiffs' Motion for Sanctions, and Exhibit "46"). Therefore, Ahders and his
2 partner, Barket, received a combined total of approximately \$489,000.00 from the Defendants
3 between November 2016 and December 2017 for the initial \$100,000 investment/loan from
4 Ahders.

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

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

16 On June 1, 2017, Barket commenced litigation against Hirji, Brown, Sharda, and
17 Furniture Boutique, LLC, in the Eighth Judicial Court, Case No. A-17-756274-C (hereafter
18 referred to as the "*Barket action*"). At that time, Barket was represented by Mr. McDonald and
19 Barnabi in this action. Barket never filed a proof of service for Sharda in this action or a three
20 day notice of intent to default Sharda.

21 In approximately July 2017, Barket allegedly began executing on the *Gordon Silver*
22 Judgment against Sharda. On July 29, 2017, Barket and Sharda entered into a confidential
23 settlement agreement. (See Confidential Settlement Agreement attached as Exhibit "13" and
24 Declaration of Michael Mazur attached as Exhibit "14" at p. 4:9-12).

25 During their settlement negotiations, Barket presented the idea of having Sharda assign
26 the notes to another entity. (See Exhibit "9" at p. 38). The confidential settlement agreement was
27 jointly prepared by Naddafi and Mazur. (See Declaration of Michael Mazur attached as Exhibit
28 "14" at p. 4:10-13). Sharda testified that assigning the five notes was part of the confidential

1 settlement agreement (See Exhibit “9” at p. 40). Barket also concocted an elaborate scheme to
2 fabricate a default so he could circumvent this litigation and execute on the Defendants.

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

13 Barket and his counsel, Barnabi and Mazur, have conceded numerous times in the
14 *Gordon Silver action* that Sharda was required to assign the **five** promissory notes to Barket. (See
15 Exhibit “16” at pp. 2:19-26 and 12:23-27). Further, the agreement provided for the Plaintiff
16 (Barket) to coordinate the collection efforts of the Promissory Notes utilizing Mazur & Brooks
17 for an aggressive post-judgment attachment and execution efforts, which the Defendant (Sharda)
18 would pay for. (See Exhibit “13” at p. 2 in section III; Exhibit “9” at p. 60:12-18; Declaration of
19 Michael Mazur attached as Exhibit “14” at p. 4:10-13; and Exhibit “16” at pp. 2:19-26 and
20 12:23-27).

21 On July 29, 2017, there were only five promissory notes in existence: one with Ahders,
22 two with Trata, and two with Cancer Care. (See Exhibits “2-5” and “11”). Mazur reviewed both
23 of Trata’s COJs and both of Cancer Care’s COJs. Accordingly, he determined that they could not
24 be assigned or sold and that each was grossly deficient to obtain a Judgment in the event of a
25 Default pursuant to NRS 17.090 through NRS 17.110. (See Exhibits “2”, “4”, “5”, and “11”).

26 On August 11, 2017, thirteen days after Barket and Sharda entered into their secret
27 confidential settlement agreement, Sharda and his corporation Trata, Inc., filed their Answer to
28 Complaint and Counterclaim even though Sharda was not served with the Summons and

1 Complaint. Sharda and Trata asserted three counterclaims that are contractual in nature for
2 breach of contract, breach of the duty of good faith and fair dealing, and tortious interference
3 with contractual relations. (See Answer to Complaint and Counterclaim filed August 11, 2017).

4 Barket did not file a motion to dismiss Sharda and Trata's counterclaims as he did with
5 the Defendants. On August 31, 2017, Barket filed an Answer to Sharda and Trata's
6 counterclaims. (See Barket's Answer to Counterclaim filed on August 31, 2017).

7 Sharda's two counterclaims relate exclusively to a separate agreement between Barket
8 and Sharda that was executed on or about August 15, 2016 prior to the events in issue in this
9 action. (See Answer to Complaint and Counterclaim filed August 11, 2017 at pp. 4:17-21,). The
10 third counterclaim is asserted on behalf of Trata, which was improper pursuant to NRCP 21 as
11 Trata was not named a party in this action. Sharda did not file a motion to join Trata as a party
12 pursuant to NRCP 19 or NRCP 20. Trata never filed a motion to intervene in this action pursuant
13 to NRCP 24, which would be grossly untimely at the present time as it would unduly delay and
14 undisputably prejudice the adjudication of the original parties' rights. Further, Trata failed to file
15 a third party complaint against Barket pursuant to NRCP 14.

16 During that same period in August 2017, Mazur drafted two new Change in Terms
17 Agreements (hereafter "CIT Agreements") with new COJs to consolidate the loans for Cancer
18 Care and Trata, make the notes assignable, add new resources to impose liability against, add
19 interest and late fees for the periods that Sharda suspended payments, and accelerate the
20 payments and interest under the loans. (See Exhibit "9" at p. 20). The CIT Agreements required
21 the Defendants to make three initial payments of \$25,000.00 on September 25, 2017; October 25,
22 2017; and November 25, 2017. (See Cancer Care CIT Agreement attached as Exhibit "17" at
23 Trata CIT Agreement attached as Exhibit "18").

24 From August 15, 2017 to August 28, 2017, Sharda pressured Hirji to execute the CIT
25 Agreements for Cancer Care and Trata, which consolidated two loans from Trata and two from
26 Cancer Care and provided a repayment schedule for all four loans. Sharda frequently told Hirji he
27 was stressed out and under a lot of pressure from his family about these loans. Sharda said he
28 was having a lot of conflict with his family because of these loans. (See Affidavit of Shafik Hirji

1 attached as Exhibit “1”). However, Sharda was really acting in accordance with the settlement
2 agreement and at the direction of Barket and Mazur. (See Exhibit “10” at p. 20:10-16). On
3 August 29, 2017, Sharda sent Hirji an email advising Hirji that “the attorney” directed him to
4 send Hirji a Notice of Default and a proposed CIT Agreement for Cancer Care. (See August 29,
5 2017 Email with attachments attached as Exhibit “19”).

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

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

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

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

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

8 Shortly thereafter, Kay Sorrels called Mr. Hirji and identified herself as an agent of BAM.
9 She said she would stop by the furniture store at 3500 S. Maryland Pkwy., Ste 171 on November
10 1, 2017 to pickup the payments, but did not go to the furniture store. On November 2, 2017, Mr.
11 Hirji mailed the payments to BAM's address on the correspondence in New York. Mr. Hirji
12 called Ms. Sorrels to see why she did not go to the store to pick up the payments on November 1,
13 2017. Ms. Sorrels advised Mr. Hirji that the matter had been assigned to legal counsel and told
14 Mr. Hirji he could contact Mazur. (See November 2, 2017 correspondence attached as Exhibit
15 "24"). Mr. Hirji contacted Mazur's office and was informed that the COJs had been filed. (See
16 Affidavit of Shafik Hirji attached as Exhibit "20").

17 On November 1, 2017, Mazur filed the COJ on behalf of Cancer Care and BAM,
18 assignee, in Case No. A-17-763985-C (hereafter "*Cancer Care action*") in Department XVI
19 before Judge Williams. That Confession of Judgment was derived from two of the
20 "investments"/loans that Barket orchestrated, which were in issue in this action. (See Exhibits
21 "2", "4", and "17"). **On or about April 5, 2018, Judge Williams** set aside the Confession of
22 Judgment finding that it was void because Cancer Care attempted to circumvent the issues and
23 subject matter pertaining to the investments/loans in dispute in the *Barket action*, case A-17-
24 756274-C, to deprive the Defendants of an adjudication of their rights and potential liabilities.
25 (See Cancer Care's Notice of Entry of Order attached at Exhibit "25").

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1 On November 1, 2017, Mazur filed the COJ on behalf of Trata, Inc. (hereafter “Trata
2 action”), and BAM, *assignee*, in Case No. A-17-763995-C in Department VI before Judge
3 Cadish, for two additional “investments”/ loans that were orchestrated by Barket and were in
4 issue in this action. Trata executed and seized approximately \$200,000.00 of the Defendants’
5 money and property. On **April 17, 2018**, after an extensive evidentiary hearing, which confirmed
6 the foregoing facts, **Judge Cadish** vacated Trata’s Confessions of Judgment on the grounds of
7 fraud, misrepresentation, or other misconduct of an adverse party pursuant to NRCP 60(b)(3)
8 because Nadaffi improperly communicated about the subject of the representation with a person
9 he knew to be represented by another lawyer in the matter. More specifically, he knew that these
10 loans were at issue, Hirji and Brown were represented by Mr. Marks, who was not present and
11 did not consent. (See Exhibits “5”, “11”, “18”, and Trata’s Notice of Entry of Order attached as
12 Exhibit “26”).

13 Even though neither COJ had been reduced to Judgment by the Clerk of the Court, on or
14 about November 22, 2017 and November 27, 2017, Trata and Cancer Care executed on the
15 Defendants’ bank accounts and issued writs of garnishments directed to the various business
16 entities and Defendants. In the morning on December 22, 2017, the Laughlin Constable, Barket,
17 and Mazur appeared at Mr. Hirji’s residence and executed on a Writ of Execution and seized
18 various items, including vehicles, electronics, and various other personal property. Barket
19 videotaped the execution. Mr. Barket laughed as he told Hirji that he owns BAM. (See Affidavit
20 of Shafik Hirji dated December 26, 2017 attached as Exhibit “27” and photos taken during
21 December 22, 2017 execution with publication from Steve Barket on his website shafikhirji.com
22 attached as Exhibit “28”).

23 During the extensive four day evidentiary hearing in the *Trata action*, the Defendants
24 learned that Mazur represented Barket in the *Gordon Silver action* where they obtained the secret
25 settlement. Mazur also represented Sharda, Cancer Care, Trata, and BAM, in connection with the
26 COJs that were filed in the Cancer Care and Trata action. (See Exhibit “9” at pp. 3:24-25, and
27 4:1-4; and Exhibit “10” at p. 115:6-15). Trata did not file the Acknowledgment of Assignment of
28 Judgment until after the first day of the evidentiary hearing concluded. (See Trata’s

1 Acknowledgment of Assignment of Judgment attached as Exhibit “29”). Hirji also learned that
2 BAM was a domestic Nevada limited liability company and that the November payments to
3 BAM were mailed back to Las Vegas to Mazur’s office for deposit. (See Certified Records from
4 Nevada Secretary of State for Brooklyn Asset Management, LLC attached as Exhibit “30” and
5 Account Transaction Details with Checks attached as Exhibit “31”). In light of the fact that the
6 assignment required payments to be made to New York only to be mailed back to Nevada for
7 deposit, the assignment was clearly a sham that was designed to cause a default.

8 On February 23, 2018, Mazur filed the COJ on behalf of Ahders in A-18-770121-C, in
9 accordance with the terms of the confidential settlement agreement, which required Plaintiff
10 (Barket) to coordinate the collection efforts for the five Promissory Notes utilizing Mazur &
11 Brooks for an aggressive post-judgment attachment and execution efforts, which Defendant
12 (Sharda) would pay for. Ahders’ COJ did not provide a specific sum that is due or account for the
13 principal and interest installment payments that were made from January 5, 2017 up to December
14 2017. (See Exhibit “3”; Exhibit “9” at p. 60:12-18; Exhibit “13” at p. 2 in sections II and III ;
15 Declaration of Michael Mazur attached as Exhibit “14” at p. 4:10-13; and Exhibit “16” at pp.
16 2:19-26 and 12:23-27).

17 Sharda, Trata, and Barket’s alliance deteriorated after Cancer Care and Trata’s COJs were
18 held to be void and set aside and/or vacated on the grounds of fraud, misrepresentation, or other
19 misconduct of an adverse party pursuant to NRCP 60(b)(3). Barket appeared to turn on Sharda
20 and Trata on October 10, 2018, when he filed a motion to enforce their settlement agreement.
21 (See Barket’s Motion to Enforce Settlement Agreement and for an Award of Attorney’s Fees and
22 Costs filed on October 10, 2018). However, the proceedings were delayed multiple times and
23 Barket withdrew his motion almost a year later on September 19, 2019.

24 On April 25, 2019, the Court read and considered the papers, pleadings, and briefs on file,
25 as well as the ongoing litigation in this action with Barket regarding the series of investments and
26 loans referenced extensively in the pleadings in this case and issued a Minute Order resolving the
27 dispute. This Court found that notice was required pursuant to paragraph 4 of the Confession of
28 Judgment, which states: If Defendant fails to adhere to the terms of the Note, and any

1 amendments or extensions, Plaintiff shall provide written notice of said default to the
2 Defendants. The Defendant shall have five (5) calendar days to cure said default. It [sic] the
3 default is not cured in full the Plaintiff may file and record this Confession of Judgment and take
4 all steps to protect the right of the Plaintiff hereunder. Further, the court found that Plaintiff did
5 not provide the requisite notice pursuant to the Confession of Judgment, and Plaintiff did not
6 provide an opportunity for Defendants to cure any alleged default. (See Ahders' Notice of Entry
7 of Order attached as Exhibit "32").

8 **On May 17, 2019**, based upon those findings, **Judge Earley** ordered, as a matter of law,
9 without addressing the other grounds raised by the Defendants, that the Confession of Judgment
10 that was the basis of that matter was void under NRCP 60(b) and set it aside. The Court
11 proceeded to grant the Defendants' Motion to Vacate the Confession of Judgment; pursuant to
12 NRS 17.090 through NRS 17.110; to Take Judicial Notice of Related Actions; Alternative
13 Motion for Stay of Execution pursuant to NRCP 62; and/or the Motion to Consolidate with Case
14 No. A-17-756274-C pursuant to NRCP 42. Pursuant to that order, the Ahders action was
15 consolidated with the Barket action. (See Exhibit "32").

16 From August 11, 2017 to May 30, 2019, Sharda and Trata did not take any action to
17 pursue their counterclaims. On May 31, 2019, after all five COJs had been set aside by Judge
18 Cadish, Judge Williams, and Judge Earley, Sharda served his First Set of Requests for
19 Admissions to Steven Barket, his First Set of Interrogatories upon Steven Barket, and his First
20 Set of Requests for Product of Documents on Steven Barket. (See Sharda's First Set of Requests
21 for Admissions to Steven Barket attached hereto as Exhibit "47", Sharda's First Set of
22 Interrogatories to Steven Barket attached hereto as Exhibit "48", and Sharda's First Set of
23 Requests for Product of Documents to Steven Barket attached hereto as Exhibit "49").

24 Sharda's First Requests for Admissions to Barket clarifies that Sharda's first two
25 counterclaims regarding the August 15, 2016 agreement between Barket and Sharda was a
26 settlement agreement, which predated the events in issue in this action that Barket allegedly
27 breached. (See Answer to Complaint and Counterclaim filed August 11, 2017 at pp. 4:17-21 and
28 See Exhibit "47" at p.1:26-28). Sharda and Trata did not produce the August 15, 2016 settlement

1 agreement or any other documents in their initial disclosures. (See Sharda and Trata's Disclosure
2 of Witnesses and Documents Pursuant to NRCP 16.1 attached hereto as Exhibit "50"). Sharda
3 and Trata did not make any supplemental disclosures.

4 From April 25, 2019 to July 29, 2020, Ahders failed to take any action to pursue his
5 claims, which were consolidated with the Barket action. He failed to file a complaint to pursue
6 his claims based on the underlying promissory note. From August 5, 2019 to January 8, 2020,
7 Barket and Defendants, were in settlement negotiations to resolve Barket and Ahders' claims.
8 The discussions between their counsel related to the terms of the settlement only. (See
9 Declaration of Teletha Zupan, Esq., attached as Exhibit "33").

10 On October 31, 2019, Sharda and Trata improperly filed a Motion to Declare Barket's
11 Responses to Admissions Deemed Admitted before Judge Earley. (See Sharda and Trata's
12 Motion to Declare Responses to Admissions Deemed Admitted filed October 31, 2019). On
13 December 31, 2019, Sharda and Trata re-filed their Motion to Declare Barket's Responses to
14 Admissions Deemed Admitted before the Discovery Commissioner. (See Sharda and Trata's
15 Motion to Declare Responses to Admissions Deemed Admitted filed December 31, 2019). On
16 January 2, 2020, Sharda and Trata filed a Motion to Compel before the Discovery Commissioner.
17 (See Counterclaimants' Motion to Compel filed January 2, 2020).

18 Both of Sharda and Trata's discovery motions were heard and decided on February 4,
19 2020. Discovery Commissioner Truman determined that the admissions were deemed admitted
20 as a matter of law, but granted Barket's countermotion to withdraw the admissions and permitted
21 the substantive responses to stand while waiving any untimely objections. Discovery
22 Commissioner Truman granted Sharda and Trata's motion to compel responses to the
23 interrogatories and request for production of documents, but waived all untimely objections
24 except privilege objections that were asserted. Discovery Commissioner Truman granted Sharda
25 and Trata's request for attorney's fees and costs for the motion to compel, but directed their
26 counsel to file an affidavit analyzing the factors in *Brunzell v. Golden Gate* and *Cadle Co. v.*
27 *Woods & Erickson* along with a redacted invoice statement for costs within two weeks. A status
28 check was set for March 6, 2020. Further, the commissioner advised Sharda and Trata that they

1 would need to enumerate any of Barket's remaining deficiencies and meet and confer pursuant
2 to EDCR 2.34 if another motion to compel was necessary. (See February 4, 2020 Minute Order).
3 Sharda and Trata did not file another motion to compel.

4 During the settlement negotiations for Barket and Ahders, Barnabi sent correspondence to
5 Defendants dated November 25, 2019, regarding the void COJ. The correspondence was titled
6 Notice of Default and Demand to Immediately Cure. Defendants' counsel was confused by the
7 notice as it was sent during settlement negotiations and related to a COJ that had already been set
8 aside by this Court. Defendants' counsel contacted Barnabi regarding the notice and to inquire
9 about the status of the settlement, why the negotiations broke down, and whether it was because
10 of Barket or Ahders. Barnabi said he would get back to her, but never did. (See Declaration of
11 Teletha Zupan, Esq., attached as Exhibit "33" and November 25, 2019 Correspondence attached
12 as Exhibit "34").

13 On December 13, 2019, Ahders re-filed the same Confession of Judgment that this Court
14 held as a matter of law to be void and set aside in a new action in Case No.: A-19-806944-C
15 before Judge Cory in Department I, instead of filing a complaint in this action. On January 13,
16 2020, Defendants were served with Ahders' COJ. On January 14, Defendants were served with
17 writs of execution. On January 14, 2020, Defendants filed an emergency motion to vacate COJ
18 pursuant to NRCP 60(b); to quash any and all writs of execution and/or garnishment pursuant to
19 NRCP 60(b) because the judgment was obtained by fraud; to stay all collection activity,
20 including writs of execution; for attorney's fees and costs; and to dismiss this action with
21 prejudice. At the hearing on January 29, 2020, Judge Cory granted Defendants' emergency
22 motion to vacate the COJ and dismiss the action with prejudice. (See Ahders' confession of
23 judgment attached as Exhibit "35" and Ahders' Notice of Entry of Order attached as Exhibit
24 "36").

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

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

20 On January 19, 2020, Plaintiffs filed a Motion for Entry of Confession of Judgment in the
21 Ahder's action, which is consolidated with this case. On May 1, 2020, Plaintiffs filed a Motion
22 for Sanctions Pursuant to NRCP 11. On July 29, 2020, Defendants filed their Motion to Dismiss
23 the Plaintiffs' Complaint with Prejudice pursuant to NRCP 41(e)(6) and/or for Abuse of Process;
24 to deem Plaintiff, Steven Barket, a Vexatious Litigant; for a Permanent Injunction to issue to
25 require Plaintiff Barket to Remove All Websites regarding the Defendants, their family, their
26 friends, and/or their counsel and Enjoin Barket from Posting any New Websites against such
27 persons; and award Defendants' attorney's fees and costs for having to defend against Plaintiffs'
28 frivolous actions. The hearing for these motions, oppositions and replies were continued and

1 ultimately consolidated and set to be heard on November 19, 2020 at 9:00 a.m.

2 On March 16, 2020, the court extended the discovery deadline to June 29, 2020. (See
3 March 16, 2020 Scheduling Order and Order Setting Civil Jury Trial and Calendar Call). In
4 response to the pandemic and Governor Sisolak's Directives, the Eighth Judicial District Court
5 stayed all discovery deadlines on or about March 20, 2020. (See Administrative Order 20-09).
6 The stay of discovery deadlines continued up to July 1, 2020. (See Administrative Order 20-17).
7 After the discovery stay lifted on July 1, 2020 in accordance with Administrative Order 20-17,
8 neither Sharda nor Trata took any action to pursue their claims.

9 On November 2, 2020, Barket's counsel informed Defendant's counsel that First
10 Financial Bank was executing on Sharda in *First Financial Bank v. BDS and Sons, LLC*, et. al,
11 Case No. A-11-633282-B, to collect on a Judgment in excess of \$7,000,000. In furtherance of
12 that execution, First Financial Bank sought to acquire Sharda's chose in action, confessions of
13 judgment, etc., which he asserted in this case. First Financial Bank filed their Notice of
14 Constable's Sale of Real and Personal Property, wherein Sharda's claims and rights relating to
15 this action would be sold on November 24, 2020 at 2:40 p.m. (See October 29, 2020 Notice of
16 Constable's Sale of Real and Personal Property attached hereto as Exhibit "51").

17 Shortly before the hearing on November 19, 2020, counsel for the parties was informed
18 that the hearing for the motions was vacated and that a minute order would issue shortly
19 thereafter. That afternoon, Judge Earley issued a minute Order resolving these disputes. Judge
20 Earley ordered that Plaintiffs' motion for entry of confession of judgment is DENIED WITH
21 PREJUDICE as it is essentially a motion for reconsideration of this Court's Order entered on
22 May 17, 2019, which is untimely pursuant to EDCR 2.24. Judge Earley denied Defendants'
23 request for sanctions pursuant to EDCR 7.60. (See Amended Notice of Entry of Order filed
24 December 14, 2020 at p. 11:10-17).

25 Judge Earley further ordered that Plaintiffs' motion for sanctions pursuant to NRCP 11
26 against Defendants and defense counsel is hereby DENIED because there is no legal basis for an
27 award of Rule 11 sanctions. Judge early also denied Defendants' request for reasonable
28 attorney's fees and costs pursuant to EDCR 7.60(b) for having to oppose Plaintiffs' motion. (See

1 Amended Notice of Entry of Order filed December 14, 2020 at p. 11:18-23).

2 Judge Earley further ordered that this matter is DISMISSED WITH PREJUDICE,
3 pursuant to the three-part test from *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d
4 709 (2008). Each and every Confession of Judgment pertaining to the loans alleged by Plaintiffs
5 have been adjudicated as follows:

6 Loan No. 1: November 7, 2016 in the amount of \$200,000 declared void by Judge
7 Williams in Case No. A-17-763985-C, Order entered April 5, 2018;

8 Loan No. 2: November 21, 2016 in the amount of \$100,000 declared void by this Court
9 in Case No. A-18-770121-C, Order entered May 15, 2019, and declared
10 void by Judge Cory in Case No.: A-19-806944-C, Order entered February
11 21, 2020;

12 Loan No. 3: December 20, 2016 in the amount of \$100,000 declared void by Judge
13 Williams in Case No.: A-17-763985-C, Order entered April 5, 2018;

14 Loan No. 4: January 20, 2017 in the amount of \$1,000,000 declared void by Judge
15 Cadish in Case No. A-17-763995-C, ordered entered April 17, 2018; and

16 Loan No. 5: March 15, 2017 in the amount of \$200,000 declared void by Judge Cadish
17 in Case No. A-17-763995-C, ordered entered April 17, 2018.

18 Each claim involves the same parties or their privies. Each adjudication reference above is a
19 valid and final judgment. The Nevada Supreme Court has held that the doctrine of res judicata
20 precludes parties or those in privity with them from relitigating a cause of action or an issue
21 which has been finally determined by a court of competent jurisdiction. *Kuptz-Blinkinsop v.*
22 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020). This matter is based on the same
23 claims or any part of them that were or could have been brought in the prior cases. (See
24 Amended Notice of Entry of Order filed December 14, 2020 at pp. 11-12). Judge Earley denied
25 the remaining issues raised in Defendants' motion as moot. (See Amended Notice of Entry of
26 Order filed December 14, 2020 at p. 13).

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1 Defendants' counsel promptly notified the constable that the COJs had been adjudicated
2 and declared void. (See November 20, 2020 correspondence to constable attached hereto as
3 Exhibit "52") And accordingly, counsel requested that the constable remove the COJs from the
4 sheriff's sale set for November 24, 2020 at 2:40 p.m.

5 **II. LEGAL ARGUMENT:**

6 **I. Sharda and Trata Did Not Have Standing to File the Pending Motion.**

7 This Court should deny Defendant/Counterclaimants' Motion For Clarification, And/or in
8 the Alternative, Motion for Relief, Reconsideration, And/or To Alter or Amend Judgment
9 because neither Sharda nor Trata had standing to file the pending motion.

10 The Nevada Supreme Court held that the new owners who purchased the judgment
11 debtor's contract based "things in action" at the sheriff's sale had standing to pursue the contract
12 claims on appeal. See *Reynolds v. Tufenkjian*, 136 Nev. 145, 154, 461 P.3d 147, 154 (2000).

13 Sharda lost standing to pursue his contract based counterclaims for breach of contract and
14 breach of the implied covenant of good faith and fair dealing when First Financial Bank executed
15 on Sharda in *First Financial Bank v. BDS and Sons, LLC*, et. al, Case No. A-11-633282-B to
16 collect on a Judgment in excess of \$7,000,000 by acquiring and selling Sharda's chose in action
17 asserted in this case on November 24, 2020 at 2:40 p.m. (See October 29, 2020 Notice of
18 Constable's Sale of Real and Personal Property attached hereto as Exhibit "51"). Therefore,
19 Sharda did not have standing to file the pending motion on December 28, 2020, which should be
20 denied.

21 Trata lacked standing to file the pending motion because it was not properly named as a
22 party to this action pursuant to NRCP 21. Sharda did not file a motion to join Trata as a party
23 pursuant to NRCP 19 or NRCP 20. Trata never filed a motion to intervene in this action pursuant
24 to NRCP 24, which would be grossly untimely at the present time as it would unduly delay and
25 undisputably prejudice the adjudication of the original parties' rights. Further, Trata failed to file
26 a third party complaint against Barket pursuant to NRCP 14. (See Answer to Complaint and
27 Counterclaim filed August 11, 2017 at pp. 7-8). Therefore, Trata does not have standing to file
28 the pending motion.

1 **2. This Court Should Deny Sharda and Trata's Request for Clarification.**

2 This Court should deny Sharda and Trata's request for clarification because there was no
3 ambiguity in the order, clerical error, or administrative error. The Nevada Supreme Court has
4 held that the district court only has inherent authority to construe its judgment and decrees to
5 remove any ambiguity, but cannot do so in the absence of an ambiguity. See *Mizrachi v.*
6 *Mizrachi*, 132 Nev. 666, 673, 385 P.3d 982, 987 (2016) citing *Kishner v. Kishner*, 93 Nev. 220,
7 225-226, 562 P.2d 493, 496 (1977). The court explained that for an ambiguity to exist there
8 must be a provision that is capable of more than one reasonable interpretation.

9 Sharda and Trata are not seeking clarification, they are seeking modification of Judge
10 Earley's clear and unambiguous final order dismissing this matter, including but not limited to
11 Barket's claims, with prejudice. Judge Earley was aware from the history of this consolidated
12 action and the various other related proceedings before Judge Cadish, Judge Williams, and Judge
13 Cory, of Barket and Sharda's secret side deals, fraud, sham defaults, and the other improper
14 actions taken to advance their heinous schemes to gain a strategic advantage over the Defendants,
15 as well as Sharda's wait and see approach throughout the various litigation. Sharda was not
16 formally served with the summons and complaint, but he filed an answer and counterclaim
17 against Barket, which was another sham thirteen days after they entered into their secret
18 settlement. Sharda took this action to prevent the Defendants from discovering or suspecting the
19 secret side deal between Sharda and Barket and to secure the Defendants' trust to accomplish the
20 next part of Barket's heinous scheme. Barket's response confirms this as he filed an Answer to
21 Sharda's Counterclaims instead of a motion to dismiss as he did with the Defendants. (See
22 August 31, 2017 Answer to Counterclaim).

23 Sharda never produced Exhibit "5" and "6" of his motion before discovery closed even
24 though he had these documents in his possession, since, 2016 and 2017. In addition, Sharda
25 failed to take any action to extend discovery or the other deadlines after the stay was lifted in July
26 pursuant to Administrative Order 20-17. Further, Sharda failed to file a dispositive motion on
27 July 29, 2020 and/or to take any other action to advance his claims to trial, which was set on a
28 five week stack to commence on November 16, 2020.

1 Sharda and Trata did not take any action against Barket until after his COJs (Cancer Care
2 and Trata) were set aside and/or vacated on the grounds of fraud, misrepresentation, or other
3 misconduct. (See Exhibit “25” and Exhibit “26”). The only action they took was limited to
4 pursuing a motion to deem admissions admitted and a motion to compel. They did not take any
5 further action to compel information from Barket.

6 Based upon the long sorted history of this case, the related cases, and at least five or more
7 separate adjudications of the COJs, Judge Earley properly held that each claim involves the same
8 parties or their privies. Each adjudication reference above is a valid and final judgment. Judge
9 Earley even cited to a Nevada Supreme Court’s decision holding that the *doctrine of res judicata*
10 precludes parties or those in privity with them from relitigating a cause of action or an issue,
11 which has been finally determined by a court of competent jurisdiction. *Kuptz-Blinkinsop v.*
12 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020). Further, Judge Earley held that
13 this matter is based on the same claims or any part of them that were or could have been brought
14 in the prior cases. (See Amended Notice of Entry of Order filed December 14, 2020 at pp. 11-
15 12).

16 Sharda could have asserted his and Trata’s counterclaims against Barket in the Trata
17 action that was pending before Judge Cadish, but failed to do so despite the fact that a Judgment
18 was entered jointly and severally against Trata, Inc., and Brooklyn Asset Management, LLC.
19 Barket and Sharda engaged in heinous schemes to circumvent this litigation to gain a strategic
20 advantage over the Defendants. Their unsavory actions now as a matter of law pursuant to the
21 *doctrine of res judicata* precludes them from pursuing this matter further. Therefore, based upon
22 the unique facts of this case, this Court should deny Sharda and Trata’s request for clarification
23 because there was no ambiguity or clerical error.

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1 **3. This Court Should Deny Sharda and Trata's Request for Relief from the**
2 **December 4, 2020 Statistical Case Closure Pursuant to NRCP 60.**

3 As discussed in the preceding section, which is incorporated herein by reference, there
4 was a final judgment entered in this case, which applies to the counterclaims. Judge Earley
5 clearly and unambiguously stated that she was dismissing this matter with prejudice. (See
6 Amended Notice of Entry of Order filed December 14, 2020 at p. 11-12). Therefore, this Court
7 should deny Sharda and Trata's request for relief from the December 4, 2020 case closure.

8 **4. There Was No Clerical Error Because The Court's Final Order Dismissed**
9 **The Case With Prejudice Pursuant to the Doctrine of Res Judicata.**

10 The Court's Final Order clearly and unambiguously dismissed the case in its entirety,
11 including the counterclaims based upon the unique facts and tortured history of this case that was
12 fully adjudicated by the parties in various departments and on some occasions multiple times in
13 accordance with the *doctrine of res judicata*. (See Amended Notice of Entry of Order filed
14 December 14, 2020 at p. 13). Therefore, the case was dismissed pursuant to the *doctrine of res*
15 *judicata*.

16 **5. This Court Should Deny Sharda and Trata's Request for Reconsideration**
17 **Pursuant to EDCR 2.24(b).**

18 EDCR 2.24 states:

- 19 (a) No motions once heard and disposed of may be renewed in the same cause, nor
20 may the same matters therein embraced be reheard, unless by leave of the court
21 granted upon motion therefor, after notice of such motion to the adverse parties.
- 22 (b) A party seeking reconsideration of a ruling of the court, **other than any order**
23 **that may be addressed by motion pursuant to NRCP 50(b), 52(b), 59 or 60,**
24 must file a motion for such relief within 14 days after service of written notice of
25 the order or judgment unless the time is shortened or enlarged by order. A motion
26 for rehearing or reconsideration must be served, noticed, filed and heard as is any
27 other motion. A motion for reconsideration does not toll the period for filing a
28 notice of appeal from a final order or judgment.
- (c) If a motion for rehearing is granted, the court may make a final disposition of the
 cause without reargument or may reset it for reargument or resubmission or may
 make such other orders as are deemed appropriate under the circumstances of the
 particular case.

1 Sharda and Trata erroneously cite EDCR 2.24 to argue, “a motion for reconsideration is
2 warranted if substantially different evidence is subsequently introduced or the decision is clearly
3 erroneous. EDCR 2.24 expressly precludes a party from seeking reconsideration of a ruling for
4 orders which may be addressed by motion pursuant to NRCP 50(b), 52(b), 59 or 60, which is
5 bolded and underlined above for emphasis. NRCP 50(b), 52(b), and 59 do not apply to this case
6 because each rule applies in cases where the trial has already occurred. NRCP 60(b) allows a
7 party to seek relief from a judgment or order. However, they assert on page 13:20 of their motion
8 that pursuant to NRCP 60(a) a clerical error must have been made to dismiss their counterclaims,
9 which lacks merit.

10 Sharda and Trata cite to *Masonry & Tile Contractors Ass'n of S. Nevada v. Jolley, Urga*
11 *& Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997) to assert that Judge Earley’s final
12 Order was clearly erroneous to the extent that it applies to their counterclaims. However, in
13 *Masonry*, the Court held that Judge Breen properly determined that Judge Handelsman's decision
14 was “clearly erroneous” as the Promotion Fund dispute was not arbitrable as a matter of law. *Id.*
15 at 741. The same cannot be said for this case for the reasons that were previously discussed
16 above in section 2, which are incorporated herein by reference. Therefore, this Court should
17 deny Sharda and Trata’s request for reconsideration pursuant to EDCR 2.24(b).

18 **6. Sharda and Trata’s Claims are Barred by the Doctrine of Res Judicata.**

19 The federal authority that Sharda and Trata cite to may be considered as persuasive
20 authority, but it is not binding on this Court. Although, The Nevada Supreme Court’s holding
21 and the three-part test it adopted in *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d
22 709 (2008) for claim preclusion is binding. Pursuant to that test claim preclusion applies if: (1)
23 the parties or their privies are the same, (2) the final judgment is valid, and (3) the subsequent
24 action is based on the same claims or any part of them that were or could have been brought in
25 the first case. Further, the Nevada Supreme Court has held that the *doctrine of res judicata*
26 precludes parties or those in privity with them from relitigating a cause of action or an issue
27 which has been finally determined by a court of competent jurisdiction. *Kuptz-Blinkinsop v.*
28 *Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020). The doctrine is intended to

1 prevent multiple litigation causing vexation and expense to the parties and wasted judicial
2 resources by precluding parties **from relitigating issues they could have raised** in a prior action
3 concerning the same controversy. *Id.* Therefore, the *doctrine of res judicata* precludes the parties
4 in this case from relitigating these claims or any claims that could have been brought.

5 It is disingenuous for Trata to assert that it's counterclaim is not related to the five loans
6 or confessions of judgment that Judge Cadish declared void by final order. (See Sharda and
7 Trata's Motion on p. 15:16-21 and 24-25). Trata's counterclaim against Barket for tortious
8 interference with contractual relations between the Defendants and Trata are irrefutably related to
9 the COJ that were held to be void by Judge Cadish's final order. Trata's counterclaim is
10 precluded by the Confession of Judgments pertaining to the loans alleged by Barket in this
11 action, but adjudicated by Judge Cadish as follows:

12 Loan No. 4: January 20, 2017 in the amount of \$1,000,000 declared void by
13 Judge Cadish in Case No. A-17-763995-C, ordered entered April
14 17, 2018; and

15 Loan No. 5: March 15, 2017 in the amount of \$200,000 declared void by Judge
16 Cadish in Case No. A-17-763995-C, ordered entered April 17,
17 2018.

18 (See Exhibit "26"). In addition, Sharda conceded that he was participating in that action
19 individually and on behalf of Trata. (See Exhibit "9" at p. 94:18-25 and 95:1-5). Sharda
20 conceded further that his actions were taken at the direction of Barket in that action and in
21 accordance with their secret settlement agreement that required him to assign all five promissory
22 notes to Barket and pay for the aggressive execution on Defendants. (See Exhibit "10" at p.
23 20:10-16 and Exhibit "26" at p.2:16-27). Therefore, the action before Judge Cadish involved the
24 same parties or their privies.

25 Judge Cadish's Order is a valid and final judgment relating to Trata's COJs, which are
26 derived from the alleged loans in issue in this action. The counterclaim Trata asserted in this
27 action arises in connection with the loans Barket alleged, notes, and COJs and pertains to
28 Barket's interference with the loans and harm to their business relationship. Therefore, it is based

1 on the same claims or any part of them that were or **could have been brought in the action**
2 **before Judge Cadish**. Therefore, Judge Earley properly dismissed Trata's counterclaim because
3 it is precluded by the *doctrine of res judicata*.

4 With regards to Sharda's counterclaims, he misapprehends the clear and binding Nevada
5 law regarding the scope and application of *doctrine of res judicata*. As the Nevada Supreme
6 Court explained in *Five Star Capital Corp.*, claim preclusion applies to all claims that were or
7 **could have been raised in the initial case** to preclude an entire second suit. Nothing precluded
8 Sharda from asserting and pursuing his counterclaims in the Trata action before Judge Cadish. To
9 the extent that Sharda asserts he was somehow precluded from doing so, that argument lacks
10 merit as his claims did not arise out of the same transaction or occurrence asserted in either
11 action as it predated all the loans, notes, COJs, and Hirji and Barket's relationship. It would also
12 be disingenuous for Sharda to assert that it would have required him to add a party that this Court
13 could not acquire jurisdiction over because this Court already had jurisdiction over Barket in this
14 action. Therefore, Judge Earley properly dismissed Sharda's counterclaims because they were
15 precluded by the *doctrine of res judicata*.

16 While Judge Earley addressed the *doctrine of collateral estoppel* in the final order, she
17 did not dismiss the case with prejudice based upon that doctrine. In light of this fact, all
18 arguments regarding it are irrelevant. Therefore, this Court should deny by Sharda and Trata's
19 requests regarding *Collateral Estoppel*.

20 **7. This Court Should Deny Sharda and Trata's Request to Alter or Amend**
21 **Judgment Pursuant to NRCP 59(e).**

22 As previously stated and incorporated herein by reference, the global dismissal was not a
23 clerical error. Sharda and Trata have not identified any manifest injustice that has resulted from
24 the court's dismissal of this action with prejudice. Judge Earley was aware from the history of
25 this consolidated action and the various other related proceedings before Judge Cadish, Judge
26 Williams, and Judge Cory, of Barket and Sharda's secret side deals, fraud, sham defaults, and the
27 other improper actions taken to advance their heinous schemes to gain a strategic advantage over
28 the Defendants throughout the various litigation when she issued her final Order to preclude any

1 further vexatious litigation that may otherwise occur.

2 Based upon the long sorted history of this case, the related cases, and at least five or more
3 separate adjudications of the COJs, Judge Earley properly found that each claim involves the
4 same parties or their privies. Each adjudication reference above is a valid and final judgment.
5 Judge Earley even cited to a Nevada Supreme Court's decision holding that the doctrine of res
6 judicata precludes parties or those in privity with them from relitigating a cause of action or an
7 issue, which has been finally determined by a court of competent jurisdiction. *Kuptz-Blinkinsop*
8 *v. Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020). Accordingly, Judge Earley
9 held that this matter is based on the same claims or any part of them that were or could have been
10 brought in the prior cases. (See Amended Notice of Entry of Order filed December 14, 2020 at
11 pp. 11-12).

12 Sharda could have brought his and Trata's claims against Barket in the Trata action that
13 was pending before Judge Cadish, but failed to do so despite the fact that a Judgment was entered
14 jointly and severally against Trata, Inc., and Brooklyn Asset Management, LLC. Barket and
15 Sharda engaged in heinous schemes and secret settlements to circumvent this litigation to gain a
16 strategic advantage over the Defendants. Their heinous schemes now as a matter of law precludes
17 them from pursuing this matter further pursuant to the *doctrine of res judicata*. Therefore, based
18 upon the unique facts of this case, this Court should deny Sharda and Trata's Request to Alter or
19 Amend Judgment Pursuant to NRCP 59(e) because there was no clerical error.

20 **III. CONCLUSION:**

21 This Court should deny Sharda and Trata's motion for clarification, and/or in the
22 alternative, motion for relief, reconsideration, and/or to alter or amend judgment for the reasons
23 referenced in detail above. More specifically, Sharda lacks standing to pursue his contract based
24 counterclaims for breach of contract and breach of the implied covenant of good faith and fair
25 dealing when First Financial Bank executed on Sharda in *First Financial Bank v. BDS and Sons,*
26 *LLC*, et. al, Case No. A-11-633282-B to collect on a Judgment in excess of \$7,000,000 by
27 acquiring and selling Sharda's chose in action asserted in this case on November 24, 2020 at 2:40
28 p.m. Trata lacks standing because it was not properly named as a party to this action pursuant to

1 NRCP 21, Sharda never filed a motion to join Trata as a party pursuant to NRCP 19 or NRCP 20.
2 Trata never filed a motion to intervene in this action pursuant to NRCP 24, and Trata failed to
3 file a third party complaint against Barket pursuant to NRCP 14.

4 In addition, Sharda and Trata do not seek to clarify their rights, instead, they seek to
5 modify the final Order to exclude their counterclaims from it. However, this Court cannot clarify
6 a final Order that is not ambiguous. Judge Earley clearly and unambiguously stated that she was
7 dismissing this matter, instead of Barket's claims, with prejudice. (See Amended Notice of Entry
8 of Order filed December 14, 2020 at p. 11-12). Judge Earley's final Order was not ambiguous, it
9 did not contain clerical errors, and no administrative error occurred in response to it.

10 Judge Earley was aware from the history of this consolidated action and the various other
11 related proceedings before Judge Cadish, Judge Williams, and Judge Cory, of Barket and
12 Sharda's secret side deals, fraud, sham defaults, and the other improper actions taken to advance
13 their heinous schemes to gain a strategic advantage over the Defendants throughout the various
14 litigation that ensued. Based upon the long sorted history of this case, the related cases, and at
15 least five or more separate adjudications of the COJs, Judge Earley properly found that each
16 claim involves the same parties or their privies. Each adjudication reference in the final Order
17 was a valid and final judgment. Judge Earley even cited to a Nevada Supreme Court's decision
18 holding that the *doctrine of res judicata* precludes parties or those in privity with them from
19 relitigating a cause of action or an issue, which has been finally determined by a court of
20 competent jurisdiction. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271,
21 1275 (2020). Accordingly, Judge Earley held that this matter is based on the same claims or any
22 part of them that were or **could have been brought in the prior cases**. (See Amended Notice of
23 Entry of Order filed December 14, 2020 at pp. 11-12).

24 Sharda could have brought his and Trata's claims against Barket in the Trata action that
25 was pending before Judge Cadish, but failed to do so despite the fact that a Judgment was entered
26 jointly and severally against Trata, Inc., and Brooklyn Asset Management, LLC. Barket and
27 Sharda engaged in heinous schemes to circumvent this litigation to gain a strategic advantage
28 over the Defendants. Now, their heinous schemes as a matter of law preclude them from pursuing

1 this matter pursuant to the *doctrine of res judicata*. The arguments regarding *Collateral Estoppel*
2 are irrelevant to Judge Earley's final Order and all relief requested regarding it should be denied.

3 EDCR 2.24 does not apply as it expressly precludes a party from seeking reconsideration
4 of a ruling for orders, which may be addressed by motion pursuant to NRCP 60, which they have
5 asserted on page 13:20 of their motion that under NRCP 60(a) alleging a clerical error must have
6 been made to dismiss their counterclaims. In addition, and as discussed in detail above, both
7 Sharda and Trata's claims are precluded by the *doctrine of res judicata*. Therefore, based upon
8 the unique facts of this case, this Court should deny Sharda and Trata's request for clarification,
9 relief pursuant to NRCP 60, relief pursuant to EDCR 2.24, and to alter or amend judgment
10 pursuant to NRCP 59(e) because there was no ambiguity, administrative error, or clerical error as
11 Judge Earley issued the final Order to preclude any further vexatious litigation that would occur.

12 DATED this 11th day of January, 2021.

13 LAW OFFICE OF DANIEL MARKS

14
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