

IN THE SUPREME COURT OF THE STATE OF NEVADA

NAVNEET SHARDA, an individual;)	Electronically Filed
TRATA INC., a Nevada corporation,)	Aug 02 2021 05:46 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. VIII of XI)
(JA001503-JA001731)

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SHAFIK BROWN and FURNITURE
BOUTIQUE

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13	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume IV of VIII)	III	JA000416- JA000530
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42	6/23/2021	Notice of Appeal	XI	JA002206- JA002210
43	8/11/2017	Answer to Complaint and Counterclaim	XI	JA002211- JA002219

CERTIFICATE OF SERVICE

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

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

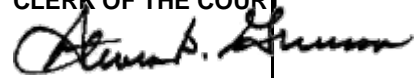
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/s/ Andrew M. David
An Employee of the
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DOCUMENT “31”

DOCUMENT “31”



APPX
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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.

**Appendices for Defendants' Opposition
to Defendant/Counterclaimants'
Motion for Clarification, and/or in the
Alternative, Motion for Relief,
Reconsideration, and/or to Alter or
Amend (Volume III of VIII)**

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

13 **(Volume III of VIII)**

14 COMES NOW the Defendants, Boulevard Furniture, Inc.; Furniture Boutique, LLC,
15 Shafik Hirji; and Shafik Brown by and through their counsel, Daniel Marks, Esq., and Teletha L.
16 Zupan, Esq., of the Law Office of Daniel Marks, and hereby submit their Appendices for
17 Defendants' Opposition to Counterclaimants' Motion for Clarification, and/or in the Alternative,
18 Motion for Relief, Reconsideration, And/or to Alter or Amend Judgment:

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DATED this 11th day of January, 2021.

LAW OFFICE OF DANIEL MARKS

/s/ Teletha Zupan

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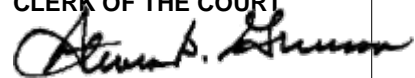
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EXHIBIT “16”

Plaintiff’s Opposition to Motion to Quash Order
Allowing Examination of Judgment Debtor and
Writ of Execution filed in the Gordon Silver
Action on February 12, 2020



OPPS
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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional
corporation,

Plaintiff/Judgment Creditors,

vs.

NAVNEET N. SHARDA;

Defendant/Judgment Debtor.

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

Hearing Date: March 24, 2020
Hearing Time: 9:00 AM

**PLAINTIFF’S OPPOSITION TO MOTION TO QUASH ORDER ALLOWING
EXAMINATION OF JUDGMENT DEBTOR AND WRIT OF EXECUTION**

Judgment Creditors, by and through their counsel of record CJ Barnabi, Esq. of The Barnabi Law Firm, PLLC, file this Opposition to Judgment Debtors Motion to Quash Order Allowing for Judgment Debtor Examination and Writ of Execution (the “Motion”). Judgment Debtor fails to inform this Court that pursuant to the Settlement Agreement¹, which they have not provided to this Court, that it plainly states that only after Sharda complies with several other terms of the settlement only then would “Plaintiff provide a signed original satisfaction.” As admitted in the Motion, “both Sharda and Barket had a disagreement concerning collateral terms of the Settlement Agreement (i.e. terms other than the payment of the Gordon Silver Default

¹ As the Settlement Agreement contains a confidentiality provision, this Motion will be served and e-filed separately, with certain portions being redacted in the e-filed version. A courtesy copy of the document will be provided to the Court.

Judgment).” Motion, Declaration of Harold Gewerter, p. 3:23-26.² However, there are no “collateral terms” and satisfaction of the judgment was conditioned on full compliance – not partial compliance. Sharda is not afforded to “pick and choose” which conditions of the Settlement Agreement he fulfills to obtain a satisfaction – especially when he and his counsel have submitted a Declaration and filing claiming that the Settlement Agreement is void, and they now at least concede that the Settlement Agreement must have at least some binding effect.

Mr. Gewerter claims on behalf of Sharda that the payment of \$114,764.24 was the Default Judgment plus two years interest. That cannot be as the Default Judgment for \$59,242.52 and interest for two years at 12% would amount to \$73,460.72. As the two figures differ by approximately \$40,000, this further undermines the claim that the Default Judgment was paid in full and the payment of \$114,764.24 appears to be a further condition of the Settlement Agreement.³ This likewise undermines any claims of purported fraud on the Court, because the explanation provided fails to consider that the payment was independent of the Default Judgment but necessary to satisfy all the terms of the Settlement Agreement. Therefore, Sharda would not be entitled to an offset. For these reasons and the others stated herein, the

² As discussed herein this is the same Settlement Agreement which Mr. Gerwerter and Sharda represented to the Court in Case No. A-17-756274-C was void because Sharda was supposedly threatened with grievous bodily harm. Yet in this matter now, Mr. Gewerter and Sharda act as if the Settlement Agreement is partially binding, and if Sharda supposedly complies with a portion of the Settlement Agreement, he is somehow released from his liability to fulfill all the conditions of the Settlement Agreement, because he complied with the “monetary portion.” Yet several requirements of the Settlement Agreement involved money, including assignment of \$1,500,000 in confessions of judgment and promissory notes (five in total), payment of attorney’s fees and costs for collection and attorney’s fees and costs for failing to adhere to the Settlement Agreement, etc. It is partially for this reason that the Plaintiff’s Motion to Enforce Settlement Agreement and Motion to Amend Prior Judgment was filed on January 20, 2020, to resolve the spurious allegations that the Settlement Agreement is void based on threat of harm and to compel Sharda’s compliance and/or amend the judgment; which now seems a necessity since Sharda now claims that the Settlement Agreement is at least partially binding – but not completely binding.

³ The undersigned also assumed and believed based on conversations with staff counsel for Mr. Gewerter’s office that the \$114,764.24 was based on a calculation of the Default Judgment. But based on the explanation of Mr. Gewerter, that assumption fails as there must be some other reasoning.

Motion must be denied.

This Opposition is based on the following Memorandum of Points and Authorities, and any arguments which this Court may entertain at the time of this hearing.

MEMORANDUM OF POINTS AND AUTHORITIES

I.

BRIEF STATEMENT OF FACTS

A. Barket Obtains the Judgment and the Parties Execute a Settlement Agreement.

1. On September 8, 2015 Gordon Silver obtained a default judgment against Defendant Navneet N. Sharda in this matter (the “Judgment”), which was noticed to Sharda. Notice of Entry of Default Judgment, Exhibit 1.

2. Since that time, no satisfaction of judgment has been filed.

3. On April 6, 2017, the Judgment was assigned to Steve Barket. Acknowledgment of Assignment of Judgment, Exhibit 2.

4. On May 11, 2017 Barket filed an Ex Parte Motion for Order Allowing Examination of Judgment Debtor. Sharda failed to appear and an Order to Show Cause Hearing was scheduled. Declaration of Michael D. Mazur, Esq., attached herein as Exhibit 3, ¶¶5-7.

5. At the hearing on the Order to Show Cause, the Court ordered that Sharda should appear for the judgment debtor examination on July 29, 2017.

6. At the examination on July 29, 2017, Sharda admitted that he had undertaken significant efforts to divert assets so his creditors could not receive funds due from him. *Id.* at ¶8.

7. Due to the admissions of Sharda, the parties went off the record and discussed the settlement of Sharda’s judgment. Sharda was represented by counsel during the signing of the settlement agreement, which was jointly prepared by Mr. Mazur and Sharda’s counsel, Bryan

1 Naddafi, Esq. Settlement Agreement attached herein as Exhibit 4.

2 8. As explained by Mr. Mazur at the hearing in this case that followed, at no time
3 did Sharda make any claims of signing the Settlement Agreement under duress, that he was
4 threatened, or other claimed mistreatment. Exhibit 3, ¶¶10-17.

5 **B. Sharda Claims that the Settlement Agreement is Void, and Refuses to Be Dismissed**
6 **or Dismiss His Counterclaim in Case No. A-17-756274-C, Fails to Assign the All of**
7 **the Confessions of Judgment/Promissory Notes, Fails to Pay Attorney's Fees, etc.**

8 9. On June 1, 2017 Plaintiff filed his Complaint in Case No. A-17-756274-C. On
9 August 11, 2017 Defendants Navneet Sharda and Trata, Inc. filed their Answer and
10 Counterclaim against Steven Barket. (Trata, Inc. filed its counterclaim even though it was not a
11 party to the lawsuit and had not been named as a Defendant).

12 10. The filing of the Complaint was prior to the Settlement Agreement being executed
13 and the Counterclaim filed by Sharda and Trata, Inc. was filed following the Settlement
14 Agreement being executed on July 29, 2017.

15 11. Counsel for Barket on August 1, 2018 attempted to dismiss Sharda and Trata, Inc.
16 from the case, which was mentioned in the Settlement Agreement.

17 12. On August 1, 2018 Barket's counsel sent correspondence to Defendants' counsel
18 Bryan Naddafi, Esq., inquiring why they were still proceeding with the Case No. A-17-756274-
19 C, though the parties had agreed to dismiss their claims:

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

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

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

Exhibit 5, without enclosure.⁴

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

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

Email from Bryan Naddafi, Esq. to Brandon McDonald, Esq. dated August 3, 2018; Declaration of CJ Barnabi In Support of This Opposition ("Barnabi Declaration"), ¶2, attached herein.

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

As far as Dr. Sharda being dismissed from the case, if the parties agreed to the dismissal, [then] a stipulation to dismiss should be signed immediately. Whether there is an issue of performance with regard to Mr. Mazur's fees has no bearing on the agreement to dismiss. Just like in any other agreement, the fact that a party disputes performance on the agreement, that dispute does not unwind the underlying agreement. If Dr. Sharda is not willing to stipulate to being dismissed from the case than please advise.

Email to Bryan Naddafi, Esq. from CJ Barnabi, Esq. dated August 4, 2018; Barnabi Declaration, ¶2.

⁴ The Settlement Agreement is not to be filed with the Court; however, a courtesy copy will be provided with the hard copy provided to Chambers. The Settlement Agreement specifically states though the claims against Sharda would be dismissed as memorialized in *Barket, G65 Ventures v. Sharda, et al.*, Case No. A-17-756274-C. *Id.*, p. 3:22-28.

1
2 15. On August 6, 2018 Mr. Naddafi agreed to review a proposed stipulation to
3 dismiss which was forwarded for review. After receiving no response, Mr. Barnabi requested an
4 update on August 10, 2018 to see if Sharda would sign the stipulation or if a motion to enforce
5 the settlement agreement would be necessary. Barnabi Declaration, ¶3.

6 16. On August 14, 2018 Mr. Naddafi informed counsel that the proposed stipulation
7 to dismiss would not be signed because, “he [Dr. Sharda] does not agree to dismiss his
8 counterclaims as they relate directly to a contract signed by the parties.” Barnabi Declaration,
9 ¶4.
10

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

17 **C. Mr. Gewerter and Sharda Claim that the Settlement Agreement is Void Based on**
18 **Threats of Harm.**

19 18. Over a year after the Settlement Agreement had been executed, Sharda claimed
20 that the Settlement Agreement was void because he had been threatened with bodily harm, and
21 concocted a wildly lavish story of injury if he did not sign the Settlement Agreement. Barnabi
22 Declaration, ¶5.

23 19. In Case No. A-17-756274-C, Plaintiffs in that case, Steven Barket and G65
24 Ventures, LLC, also sought to enforce the terms of the Settlement Agreement and filed their
25 similar Motion to Enforce Settlement Agreement on October 10, 2018. Barnabi Declaration, ¶6.

26 20. In Opposition to the Motion to Enforce Settlement Agreement, Sharda and his
27 counsel, Mr. Gewerter, claimed that the Settlement Agreement was void because it was signed
28

“by Sharda out of the belief that he was in imminent, life threatening, danger.”:

During a break in a debtor-creditor exam relating to Case No. A-15-712697, Barket convinced Sharda that the Shafiks "were going to kill him," but that Barket would ensure Sharda's safety if he would enter into the subject Settlement Agreement. Barket informed Sharda that the Shafiks had killed people in the past and were not hesitant to do so in the future. This conversation took part privately between Barket and Sharda outside of the presence of their respective counsels. Moreover, the internet site Barket published against Sharda had already begun to affect Sharda's business as his cancer patients are constantly researching physicians on the internet. Thus, faced with the imminent loss of his practice as well as possible loss of his life, Sharda was in a no win situation and was forced to sign the Settlement Agreement despite the strong objections of his then-attorney, Bryan Nadaffi, Esq.....

a) The Settlement Agreement is Void

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

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

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

Opposition to Motion to Enforce Settlement Agreement and for an Award of Attorney’s Fees and Costs, attached herein as Exhibit 6, p. 5:8-19; 6:14-22; Declaration of Navneet Sharda, ¶¶ 26-27; Barnabi Declaration, ¶7.

28. At the hearing on first Motion to Enforce Settlement Agreement, Sharda claimed through his counsel, Mr. Gewerter, that the Settlement Agreement was void due to these claims of duress and Judge Thompson stated it would be Sharda’s burden to prove that the Settlement Agreement was void:

Mr. Gewerter:we do have a major issue of fact here and that’s duress and it was brought during the time. The man was threatened with his life “sign this or else” and the, and his client made numerous comments to my client outside the

presence of others. That's an issue of fact that must be tried your Honor, we must have an evidentiary hearing...

Judge Thompson: I've got to hold an evidentiary hearing. This isn't something I want to do but I'm going to.

Mr. Gewerter: And I want, I need to do some discovery beforehand. Let me do discovery. I I was (inaudible)...

Judge Thompson: You don't need discovery.

Mr. Gewerter: Okay.

Judge Thompson: We'll just hold an evidentiary hearing. I had written a day when I have nothing else on the calendar on Friday February 15th 9 o'clock right here.

Mr. Gewerter: That's fine your Honor.

Judge Thompson: You'll be here? It's your request, you have the burden.

Mr. Gewerter: Right.⁵

Informal Transcript of Hearing of January 17, 2019 Re: Motion to Enforce Settlement Agreement, pp. 4:14-5:3, attached herein as Exhibit 7; Barnabi Declaration, ¶8.

29. Also, in the same Opposition, Sharda claimed that, "Sharda (and only Sharda) has complied with all of its terms [the Settlement Agreement]. *Id.* at p. 5:21-22. Barnabi Declaration, ¶9.

30. This contrasts with Sharda's and his counsel's position now that the Settlement Agreement is at least enforceable to the extent of the payment tendered, but fails to address that this was only one part of obtaining the satisfaction of judgment. Barnabi Declaration, ¶10.

⁵ This also contradicted Mr. Gewerter's representations on February 4, 2020 to Discovery Commissioner Erin Truman that Judge Thompson had found that the Settlement Agreement was void or of no effect, when Judge Thompson actually determined that it was Sharda's burden to prove that the Settlement Agreement was unenforceable. (That transcript is in the process of being ordered and will be supplemented at a later date.) Mr. Gewerter also stated at the same hearing that Plaintiff's had not filed a Motion to Enforce the Settlement Agreement that was going to be heard on February 25, 2020, after the undersigned had represented to the Court that it would be proper to determine whether the Settlement Agreement negated Sharda and Trata, Inc. But thereafter Mr. Gewerter filed an opposition on behalf of Sharda the day after the February 4, 2020, which opposition was 17 days late.

D. Mr. Gewerter's Yells, Insults and Berates Mr. Barnabi in Attempt to Release Sharda From the Judgment Debtor Examination.

31. On January 23, 2020 after receiving the initial correspondence from Mr. Gerwerter the undersigned called Mr. Gewerter approximately 30-45 minutes afterwards. After being placed on hold, the conversation was initiated by Mr. Gerwerter yelling, "ARE YOU PLAYING GAMES WITH ME!" Barnabi Declaration, ¶11.

32. Any attempt to explain the position of Plaintiffs that lasted more than a few seconds, received the response of either, "Shut up", "you need to let me talk", "don't you understand English?" or other similar commentary. After expressing that counsel was not going to tolerate such unprofessional conduct, multiple times, the mostly one-sided conversation was terminated. Barnabi Declaration, ¶12.

33. During the conversation at each juncture when the undersigned inquired whether they could partially satisfy the Settlement Agreement and act as if they had a satisfaction of Judgment or whether they now believed that the Settlement Agreement was enforceable, no response was received except to further berate the undersigned. Barnabi Declaration, ¶13.

34. Following the conversation and letters of January 23, 2020, the judgment debtor examination was continued, which was memorialized in correspondence January 29, 2020. Exhibit 8. No response was received from Mr. Gewerter addressing any of the points raised, nor did Mr. Gewerter explain how Sharda fulfilled all the terms of the Settlement Agreement when he only provided the limited information attached to the January 23, 2020 letters. The only attachments to the first letter was payment information and two assignments, and nothing else. Barnabi Declaration, ¶14.

35. On February 6, 2020 counsel for Plaintiffs was also contacted by the Sheriff's Office to determine whether Sharda's writ of execution should be fulfilled by auctioning off his Counterclaim in Case No. A-17-756274-C. It was requested that the matter be stayed because

1 the Motion to Quash had been filed, and counsel was aware that it is the Sherriff's policy to stay
2 sales of assets once a motion has been filed with the Court seeking relief. Barnabi Declaration,
3 ¶15.

4 II.

5 LEGAL ARGUMENT

6 A. Sharda's Motion Fails to Accept That He is Only Entitled to a Satisfaction of 7 Judgment Once ALL the terms of the Settlement Agreement Are Fulfilled.

8 In this latest attempt to interpret the Settlement Agreement, Sharda this time instead of
9 acting as if the Settlement Agreement is not enforceable, and claiming that the Settlement
10 Agreement is void, now claims it is enforceable to the extent that the money was tendered to pay
11 the judgment – which ignores that satisfaction was premised on entire completion of all the terms
12 of the Settlement Agreement. Sharda does not argue that he tendered the five confessions of
13 judgment, promissory notes and other documents amounting to approximately \$1.5 million
14 dollars, paying fees and costs of collection, obtain certain acknowledgments from a third-party,
15 dismissal of claims from Case No. A-17-756274-C, etc. See Exhibit 4, pp. 1:25-4:21. Because
16 Sharda has failed to fulfill all of these terms, contrary to his prior representations, the judgment
17 has not been satisfied because the terms of the Settlement Agreement have not been fulfilled.⁶
18 Sharda's attempt to parse the Settlement Agreement's obligations fail as the language of the
19 same states that all conditions have to be fulfilled. These same conditions which Sharda and his
20 counsel previously represented were void because the Settlement Agreement is purportedly the
21 product of fraud and duress.
22
23
24

25 The figures for the Default Judgment and the Settlement Agreement amount are not the
26 same and Mr. Gewerter's hearsay explanation that the difference amounts to two years of interest
27
28

1 is either mistaken or he failed to calculate what two years interest upon \$59,242.52 would be.
2 Declaration of Harold Gewerter, ¶6. Based on that explanation the accrued interest per year
3 would be \$7,109.10 (non-compounded the first and second year) (\$59,242.52 [Default Judgment
4 total] x .12 = \$7,109.10; \$59,242.52 + \$7,109.10 + \$7,109.10 = \$73,460.72). Even if the interest
5 were compounded quarterly, the amount would not reach \$114,764.24. Therefore, it appears that
6 the payment in that amount was not related to the default judgment of September 8, 2015
7 because the calculations are extremely different than the second-hand explanation provided by
8 Mr. Gewerter. Nor is there any evidence presented to definitively assert that the payment was to
9 be applied to the Default Judgment. Also, Sharda has provided no explanation for this payment
10 amount, who is the party that actually signed the Settlement Agreement. Therefore, there is no
11 reason to believe that the Default Judgment was satisfied.
12

13
14 At best, and assuming that the \$114,764.24 is related to the Default Judgment amount,
15 Sharda may be entitled to an offset but considering the lack of compliance and the attorney's fees
16 owed, even the offset of \$114,764.24 would not eliminate the value of the other failures to
17 comply. But Sharda does not argue for an offset, he argues that, "no money is owed by
18 Sharda..." Motion, p. 8:4. That statement is patently false as Sharda agrees that the Settlement
19 Agreement was executed by him in the Motion (Declaration of Harold Gewerter, Esq., ¶ 6); and
20 further states that, "Said Agreement also settled other matters in dispute between Barket and
21 Sharda." *Id.* If the Settlement Agreement "also settled other matters" then the Settlement
22 Agreement is enforceable and is an admission that further contradicts that this same Settlement
23 Agreement is void. Sharda's explanation to avoid the implication of a lawfully obtained
24 judgment and related collection efforts, fail to address the lack of compliance to the Settlement
25 Agreement which would entitle him to a satisfaction of judgment. This latest explanation also
26 highlights that while acknowledging that the Settlement Agreement is at least partially
27
28

1 enforceable, that Sharda and his counsel will not candidly admit that all the terms are
2 enforceable. Furthermore, as mentioned above, based on Mr. Gewerter's explanation the two
3 figures representing the payment and the default judgment amount to a difference of \$40,000,
4 which tarnishes Mr. Gewerter's hearsay explanation.

5
6 **B. Sharda Fails to Cite Any Relevant Case Law to "Quash" the Order for Judgment Debtor Examination.**

7 Sharda compares the Order for Judgment Debtor Examination to a subpoena issued
8 pursuant to NRCP 45. The fact that an order for a judgment debtor examination issued pursuant
9 to NRS 21.270 is a not a subpoena issued under NRCP 45, is self-explanatory. Any citation to
10 case law regarding NRCP 45 likewise fails. If Sharda attempts to argue on Reply that NRCP
11 60(b) controls, which it likely does, his own failure to bring the matter to bare on the initial filing
12 would bar that argument. Exhibit 7, Informal Transcript, p. 4:9-13. (Mr. Gewerter stating that
13 issues not raised in the initial motion should not be raised in the reply). As the judgment has not
14 been satisfied pursuant to the terms of the Settlement Agreement, and will likely increase to
15 account for all the further amounts due, the judgment owed by Sharda still exists. Further, as
16 Sharda cannot cite any proper law addressing the judgment debtor examination let alone
17 establish satisfaction, the argument that the order granting the judgment debtor examination fails.
18

19 Sharda's argument also assumes without support that a "judgment creditor" under NRS
20 21.270 is only a person or entity that owes a monetary award. Even assuming arguendo, the
21 false allegations of Sharda, there is nothing in NRS 21.270 -.340 that state that an examination
22 cannot be conducted for a non-monetary based judgment. Thus, for example in this case, Sharda
23 has failed to provide evidence that he transferred and conveyed all five confessions of judgment
24 (and the supporting documents); agreed to be dismissed in Case No. A-17-756274-C, etc.
25
26 Though these failures collaterally revolve around monetary considerations, they still form the
27
28

1 basis for Sharda not having a satisfaction of judgment.⁷ Sharda's assumption is further
2 undermined by his own Motion, which cites to NRS 21.020 which states that the writ must have
3 certain information "and if it is for money, the amount." *Id.*, Motion, p. 7:7.⁸ The statute itself
4 allows for judgments to be entered which are not for money. Thus, even assuming Sharda owed
5 nothing, which is not the case, the judgment debtor exam could still proceed because the terms of
6 the Settlement Agreement have not been fulfilled which condition the satisfaction of judgment.⁹

7
8 **C. Sharda's Argument that the Writ Should Be Quashed as Well, Also Fails to**
9 **Acknowledge the Settlement Agreement, Provide Any Substantive Law to Address**
10 **the Issue and as Described in the Motion to Enforce Settlement Agreement and**
11 **Amend Prior Judgment, Barket is Owed Much More Than Paid by Sharda.**

12 Again, Sharda fails to consider the repercussions of his own failure to abide by the
13 Settlement Agreement, nor does Mr. Gewerter's hearsay testimony about the basis for the
14 amount paid count as actual evidence which this Court may consider. "Hearsay is inadmissible
15 except as provided in this chapter, title 14 of NRS and the Nevada Rules of Civil Procedure."
16 NRS 51.065. Admittedly, Mr. Gewerter was not at the judgment debtor examination on July 29,
17 2017 with Sharda as Mr. Naddafi was Sharda's counsel – Mr. Gewerter's testimony about the
18 Settlement Agreement and the payment is impermissible hearsay. *See Id.* Sharda also does not
19 provide for his own benefit a corroborating declaration which supports any of the hearsay
20 statements of Mr. Gewerter regarding the formation of the Settlement Agreement. Thus, his
21

22 ⁷ Interestingly, Sharda does not argue he is entitled to a satisfaction of judgment as described in the
23 Settlement Agreement. Likely because to acknowledge or make the demand, it would have to be
24 considered whether Sharda actually fulfilled the terms of the Settlement Agreement, which candid
acceptance Sharda of the shortfall has been refused.

25 ⁸ The Motion also argues that the judgment has to be attached according to NRS 21.020 (Motion, p. 7:15-
26 17). But the statute makes no such demand, and it is more likely that if it was necessary the Clerk of the
Court would have rejected the writ rather than execute the same.

27 ⁹ Sharda's argument basically uses the payment agreed upon in the Settlement Agreement to supposedly
28 satisfy the Default Judgment. But such argument admits that the terms of the Settlement Agreement
condition the satisfaction of the judgment, based on the terms therein.

1 declaration concerning the formation of the Settlement Agreement is barred, except to the extent
2 that the document speaks for itself.

3 NRS 21.020 also provides no relief for Sharda as the writ complies with the statute. The
4 Settlement Agreement states that there is no satisfaction until all the terms are fulfilled, which
5 terms have not been fulfilled. However, if there is an adjustment to be made to the judgment,
6 which should be favorable to Judgment Creditor, it will be addressed by this Court at hearing on
7 the Motion to Enforce Settlement Agreement and Amend Judgment.
8

9 **D. Sharda and His Counsel Should Be Estopped from Changing Their “Story”**
10 **Claiming that the Settlement Agreement is Void and Now Using it As a Basis to**
11 **Claim That There is No Judgment in Favor of Judgment Creditor.**

12 Sharda and his counsel have now changed their stance on the Settlement Agreement
13 being void, and now use the required payment as a basis to claim there is no Default Judgment –
14 without admitting that they have not done what is necessary to obtain a satisfaction of judgment.
15 “Equitable estoppel functions to prevent the assertion of legal rights that in equity and good
16 conscience should not be available due to a party's conduct. *United Brotherhood v. Dahnke*, 102
17 Nev. 20, 714 P.2d 177 (1986)” *Topaz Mut. Co. v. Marsh*, 108 Nev. 845, 853, 839 P.2d 606, 611
18 (1992). “The most elementary conceptions of justice and public policy require that the
19 wrongdoer shall bear the risk of the uncertainty which his own wrong has created.” *Bigelow v.*
20 *RKO Radio Pictures*, 327 U.S. 251, 265, 66 S.Ct. 574, 580, 90 L.Ed. 652 (1946). Equitable
21 estoppel is applied to prevent manifest injustice and hardship to an injured party as which has
22 relied on the representations to their detriment. *Topaz Mut. Co.*, 108 Nev. at 853.
23

24 Sharda's use of the Settlement Agreement which he admittedly asserted was void, and for
25 which they gained the benefit of preventing Plaintiffs' enforcement should be estopped. As
26 Sharda claimed that the Settlement Agreement is void, he does not know get to argue that the
27 Settlement Agreement supports his claim that the judgment has been satisfied. *See Topaz Mut.*
28

1 Co., 108 Nev. at 853. Therefore, Sharda cannot argue against his own prior position that the
2 Settlement Agreement is void, obtain the benefit of restraining enforcement and then change his
3 position to only acknowledge the Settlement Agreement to the extent it serves his Motion.
4 Sharda as the wrong-doer should bear the risk of the wrong he wantonly created, while acting as
5 if the Settlement Agreement was enforceable, then claiming it is void and now claiming it may
6 be partially enforceable. *See Bigelow*, 327 U.S. at 265.

7
8 **E. Sanctions Should Not Issue When Sharda Continues to Claim that the Settlement**
9 **Agreement is Void, and Now Partially Enforceable in His Own Self-Serving Favor**
10 **or Fails to Acknowledge That He is Not Entitled to a Satisfaction of Judgment.**

11 Admittedly Sharda has not done all that is required under the Settlement Agreement to
12 obtain a satisfaction of judgment, and admittedly believes that the Settlement Agreement is void;
13 but now again has changed his story. Again, Sharda provide no legal basis for sanctions, “in the
14 form of attorney’s fees and costs and all other relief to which he is entitled.” Motion, p. 8:8.
15 “Nevada adheres to the American Rule that attorney fees may only be awarded when authorized
16 by statute, rule, or agreement.” *Pardee Homes of Nevada v. Wolfram*, 135 Nev. 173, 177, 444
17 P.3d 423, 426 (2019). In this case there is no statute, rule or agreement that Sharda has stated to
18 support a deviation from the American Rule and the request must be denied. *See Id.* Nor has
19 Mr. Gewerter complied with the prerequisites of NRCP 11 in providing a draft of the motion
20 seeking sanctions prior to filing the Motion. *See Id.* Furthermore, Judgment Creditor also filed
21 the Motion to Enforce Settlement Agreement and Amend Judgment to address the issue of the
22 precise amounts owed. As there is no reasonable basis to award attorneys’ fees and cost as
23 sanctions, nor has Sharda provided any case law in support, sanctions cannot be awarded.

24
25 **F. The Motion is Moot and No Relief Should Be Ordered.**

26 As discussed above, and in the correspondence of January 29, 2020, the Judgment Debtor
27 Examination has been continued to a later date, likely following the Motion to Enforce
28

1 Settlement Agreement and Amend Prior Judgment hearing on February 25, 2020; and the Writ
2 has also been stayed, pending resolution of this Motion. “The question of mootness is one of
3 justiciability.” *Personhood Nev. v. Bristol*, 126 Nev. 599, 602, 245 P.3d 572, 574 (2010). “This
4 court's duty is not to render advisory opinions but, rather, to resolve actual controversies by an
5 enforceable judgment.” *Id.* Accordingly, “a controversy must be present through all stages of the
6 proceeding, and even though a case may present a live controversy at its beginning, subsequent
7 events may render the case moot.” *Id.* (citations omitted). In this matter there is no controversy
8 because there is no scheduled judgment debtor examination and the writ has been stayed. Any
9 other issues will be resolved by the Motion to Enforce Settlement Agreement and Amend Prior
10 Judgment.
11

12 ///

13 ///

III.

CONCLUSION

Based on the foregoing, the Motion to Quash should be denied in its entirety. Sharda is not entitled to a satisfaction of judgment because he fails to abide by the terms of the Settlement Agreement, which he acknowledges as being at least partially binding. This latest argument of the Settlement Agreement is also contrary to the principles of estoppel as Sharda's interpretation of the Settlement Agreement serves the purpose which is required at the time to avoid adverse action. Nor should sanctions issue because there is no basis in fact or law that Judgment Creditor is not entitled to the judgment against Sharda, and any issues regarding payments made will be addressed through the previously filed Motion to Enforce Settlement Agreement and Amend Judgment. Additionally, any relief sought is essentially moot as the judgment debtor examination has been continued and the writ stayed.

Dated this 20th day of January 2020.

THE BARNABI LAW FIRM, PLLC

By: /s/ CJ Barnabi
Charles E. ("CJ") Barnabi Jr.
Nevada Bar No.: 14477
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Las Vegas, Nevada 89119
(702) 475-8903 FAX: (702) 966-3718

/s/ CJ Barnabi
An employee of The Barnabi Law Firm, PLLC

DECLARATION OF CJ BARNABI, ESQ.

CJ Barnabi, Esq., under penalties of perjury, being first duly sworn, deposes and says:

1. That he is counsel for the Plaintiff in the above-entitled action; and that this Declaration is submitted in support of the foregoing Opposition.

2. That he has read the foregoing Opposition and knows the facts as described; that the same are true of his own knowledge except for those matters which are based on information provided by other related parties and that the email portions and Exhibit 5 attached hereto, are true and correct copies of those documents as represented.

3. That on August 6, 2018 Mr. Naddafi agreed to review a proposed stipulation to dismiss, then shortly after Mr. Naddafi simply ignored any attempt to obtain an update.

4. That the conversation with Mr. Naddafi took place on August 14, 2018 as described in ¶16 in the Opposition and is based upon Mr. Barnabi's own knowledge.

5. That over a year after the Settlement Agreement was executed Sharda claimed that the Settlement Agreement was void because he had been threatened with bodily harm.

6. In Case No. A-17-756274-C, Plaintiffs in that case, Steven Barket and G65 Ventures, LLC, also sought to enforce the terms of the Settlement Agreement and filed their similar Motion to Enforce Settlement Agreement on October 10, 2018.

7. In Opposition to the Motion to Enforce Settlement Agreement, Sharda and his counsel, Mr. Gewerter, claimed that the Settlement Agreement was void because it was signed "by Sharda out of the belief that he was in imminent, life threatening, danger.":

During a break in a debtor-creditor exam relating to Case No. A-15-712697, Barket convinced Sharda that the Shafiks "were going to kill him," but that Barket would ensure Sharda's safety if he would enter into the subject Settlement Agreement. Barket informed Sharda that the Shafiks had killed people in the past and were not hesitant to do so in the future. This conversation took part privately between Barket and Sharda outside of the presence of their respective counsels. Moreover, the internet site Barket published against Sharda had already begun to affect Sharda's business as his cancer patients are constantly researching physicians on the internet.

Thus, faced with the imminent loss of his practice as well as possible loss of his life, Sharda was in a no win situation and was forced to sign the Settlement Agreement despite the strong objections of his then-attorney, Bryan Nadaffi, Esq.....

a) The Settlement Agreement is Void

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

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

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

Opposition to Motion to Enforce Settlement Agreement and for an Award of Attorney's Fees and Costs, attached herein as Exhibit 6, p. 5:8-19; 6:14-22; Declaration of Navneet Sharda, ¶¶ 26-27;

8. At the hearing on first Motion to Enforce Settlement Agreement, Sharda claimed through his counsel, Mr. Gewerter, that the Settlement Agreement was void due to these claims of duress and Judge Thompson stated it would be Sharda's burden to prove that the Settlement Agreement was void:

Mr. Gewerter:we do have a major issue of fact here and that's duress and it was brought during the time. The man was threatened with his life "sign this or else" and the, and his client made numerous comments to my client outside the presence of others. That's an issue of fact that must be tried your Honor, we must have an evidentiary hearing...

Judge Thompson: I've got to hold an evidentiary hearing. This isn't something I want to do but I'm going to.

Mr. Gewerter: And I want, I need to do some discovery beforehand. Let me do discovery. I I was (inaudible)...

Judge Thompson: You don't need discovery.

Mr. Gewerter: Okay.

Judge Thompson: We'll just hold an evidentiary hearing. I had written a day when I have nothing else on the calendar on Friday February 15th 9 o'clock right here.

Mr. Gewerter: That's fine your Honor.

Judge Thompson: You'll be here? It's your request, you have the burden.

Mr. Gewerter: Right.¹⁰

Informal Transcript of Hearing of January 17, 2019 Re: Motion to Enforce Settlement Agreement, pp. 4:14-5:3, attached herein as Exhibit 7.

9. Also, in the same Opposition, Sharda claimed that, "Sharda (and only Sharda) has complied with all of its terms [the Settlement Agreement]. *Id.* at p. 5:21-22.

10. This contrasts with Sharda's and his counsel's position now that the Settlement Agreement is at least enforceable to the extent of the payment tendered, but fails to address that this was only one part of obtaining the satisfaction of judgment.

11. On January 23, 2020 after receiving the initial correspondence from Mr. Gerwerter the undersigned called Mr. Gewerter approximately 30-45 minutes afterwards. After being placed on hold, the conversation was initiated by Mr. Gerwerter yelling, "ARE YOU PLAYING GAMES WITH ME!"

12. Any attempt to explain the position of Plaintiffs that lasted more than a few seconds, received the response of either, "Shut up", "you need to let me talk", "don't you understand English?" or other similar commentary. After expressing that I was not going to

¹⁰ This also contradicted Mr. Gewerter's representations on February 4, 2020 to Discovery Commissioner Erin Truman that Judge Thompson had found that the Settlement Agreement was void or of no effect, when Judge Thompson actually determined that it was Sharda's burden to prove that the Settlement Agreement was unenforceable. (That transcript is in the process of being ordered and will be supplemented at a later date.) Mr. Gewerter also stated at the same hearing that Plaintiff's had not filed a Motion to Enforce the Settlement Agreement that was going to be heard on February 25, 2020, after the undersigned had represented to the Court that it would be proper to determine whether the Settlement Agreement negated Sharda and Trata, Inc. But thereafter Mr. Gewerter filed an opposition on behalf of Sharda the day after the February 4, 2020, which opposition was 17 days late.

1 tolerate such unprofessional conduct, multiple times, the mostly one-sided conversation was
2 terminated.

3 13. During the conversation at each juncture when the undersigned inquired whether
4 they could partially satisfy the Settlement Agreement and act as if they had a satisfaction of
5 judgment or whether they now believed that the Settlement Agreement was enforceable, no
6 response was received except to lodge further insults.
7

8 14. Following the conversation and letters of January 23, 2020, the judgment debtor
9 examination was continued, which was memorialized in correspondence January 29, 2020.
10 Exhibit 8. No response was received from Mr. Gewerter addressing any of the points raised, nor
11 did Mr. Gewerter explain how Sharda fulfilled all the terms of the Settlement Agreement when
12 he only provided the limited information attached to the January 23, 2020 letters. The only
13 attachments to the first letter was payment information and two assignments, and nothing else.
14

15 15. On February 6, 2020 I was contacted by the Sheriff's Office to determine whether
16 Sharda's writ of execution should be fulfilled by auctioning off his Counterclaim in Case No. A-
17 17-756274-C. It was requested that the matter be stayed because the Motion to Quash had been
18 filed, and counsel was aware that it is the Sherriff's policy to stay sales of assets once a motion
19 has been filed with the Court seeking relief.
20

21 Declarant makes these statements under penalty of perjury and believes them to be true
22 and correct to the best of her knowledge.

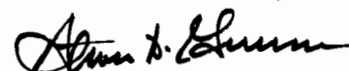
23 DATED this 12th day of February 2020.
24

25 /s/ CJ Barnabi
26 CJ Barnabi, Esq.
27
28

EXHIBIT 1

EXHIBIT 1

Notice of Entry of Default Judgment



CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional
corporation,

Plaintiff,

vs.

NAVNEET N. SHARDA,

Defendant.


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

**NOTICE OF ENTRY OF DEFAULT
JUDGMENT**

PLEASE TAKE NOTICE that a **Default Judgment**, a copy of which is attached hereto,
was entered in the above-entitled matter on the 8th day of September, 2015.

Dated this 8 day of September, 2015.

GORDON SILVER




MARK S. DZARNOSKI
Nevada Bar No. 3398
500 N. Rainbow Blvd., Suite 120
Las Vegas, Nevada 89107
Tel: (702) 796-5555
Attorneys for Plaintiff

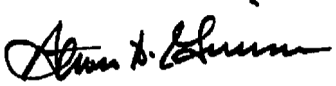
CERTIFICATE OF MAILING

The undersigned, an employee of Gordon Silver, hereby certifies that on the 8th day of September, 2015, she served a copy of the **NOTICE OF ENTRY OF DEFAULT JUDGMENT** by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope addressed to:

Navneet N. Sharda
Cancer Care Center
3509 E. Harmon Avenue
Las Vegas, Nevada 89121



Anna Diallo, an employee of
GORDON SILVER


CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional
corporation,

Plaintiff,

vs.

NAVNEET N. SHARDA,

Defendant.

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

DEFAULT JUDGMENT

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

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

///

///

///

///

///

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

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

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

8
9 
DISTRICT COURT JUDGE

10
11 Submitted by:

12 GORDON SILVER

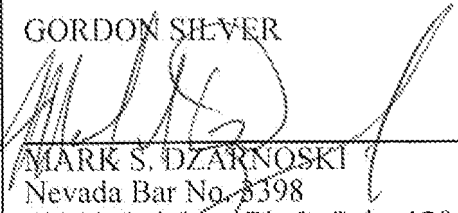
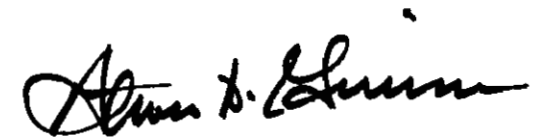
13 
14 MARK S. DZARNOSKI
15 Nevada Bar No. 8398
16 500 N. Rainbow Blvd., Suite 120
17 Las Vegas, Nevada 89107
18 Tel: (702) 796-5555
19 Attorneys for Plaintiff
20
21
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EXHIBIT 2

EXHIBIT 2

Acknowledgment of Assignment of Judgment



CLERK OF THE COURT

GORDON SILVER
MARK S. DZARNOSKI
Nevada Bar No. 3398
410 S. Rampart Blvd., Suite 420
Las Vegas, NV 89145
Tel: (702) 796-5555
Fax: (702) 778-9709
Email: mdzarnoski@gordonsilver.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional
corporation,

Plaintiff,

vs.

NAVNEET N. SHARDA,

Defendant.

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

**ACKNOWLEDGEMENT OF
ASSIGNMENT OF JUDGMENT**

1. A judgment in the above case was entered on September 8, 2015 in the principal amount of FIFTY SEVEN THOUSAND THREE HUNDRED NINETY SIX AND 67/100 DOLLARS (\$57,396.67) together with prejudgment interest accruing at the contract rate of 12% per annum plus attorney's fees of ONE THOUSAND FOUR HUNDRED SIXTY FOUR and 50/100 DOLLARS (\$1,464.50) and costs of THREE HUNDRED EIGHTY ONE and 35/100 DOLLARS (\$381.35).

2. The judgment further awards post-judgment interest at the contract rate of 12% per annum.

3. No payments have been made by the Judgment Debtor.

4. Gordon & Silver, Ltd. is the judgment holder in the case and I am the authorized representative of Gordon & Silver, Ltd.

5. Gordon & Silver, Ltd. hereby assigns the entire remaining balance of the judgment to:

Steve Barket
1027 S Rainbow Blvd #257
Las Vegas, NV 89145
702-561-4000

DATED this 4 day of April, 2017.

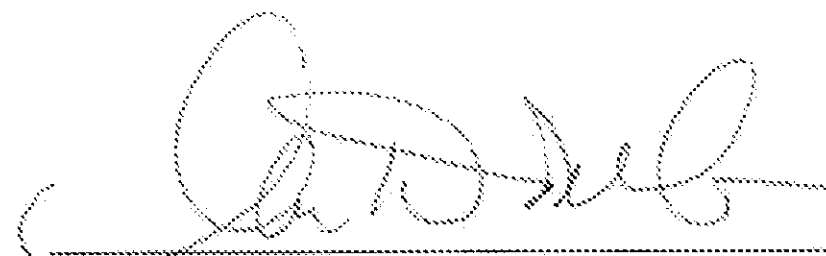
GORDON SILVER

MARK S. DZARNOSKI, President
Nevada Bar No. 3398
410 S. Rampart Blvd., Suite 420
Las Vegas, NV 89145
Tel: (702) 796-5555
Fax: (702) 778-9709
Email: mdzarnoski@gordonsilver.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

The undersigned, an employee of Gordon Silver, hereby certifies that on the 6th day of April, 2017, she served a copy of ACKNOWLEDGMENT OF ASSIGNMENT OF JUDGMENT on all interested parties, by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope addressed to:

Navneet N. Sharda
Cancer Care Center
3509 E. Harmon Avenue
Las Vegas, NV 89121



Amia Diallo, an employee of
GORDON SILVER

EXHIBIT 3

EXHIBIT 3

Declaration of Michael D. Mazur, Esq.

DECL
MCDONALD LAW OFFICES
BRANDON B. MCDONALD, ESQ.
Nevada Bar No. 011206
CHARLES ("CJ") E. BARNABI JR. ESQ.
Nevada Bar No. 14477
2451 W Horizon Ridge Pkwy, #120
Henderson, Nevada 89052
Telephone: (702) 992-0569
Facsimile: (702) 992-0569
Attorneys for Plaintiffs/Counter-Defendant

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

SHAFIK HIRJI, an individual; SHAFIK BROWN,
an individual; NAVNEET SHARDA, an individual;
FURNITURE BOUTIQUE, LLC, a Nevada
Limited Liability Company; TRATA, INC. a
Nevada Limited Liability Company,

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counter-defendant.

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

1 STATE OF NEVADA
2 COUNTY OF CLARK

3 **DECLARATION OF MICHAEL D. MAZUR, ESQ. IN SUPPORT OF**

4
5 I, Michael D. Mazur, Esq., hereby declare under penalty of perjury under the laws of the
6 State of Nevada that, to the best of my knowledge, information and belief, the following facts are
7 true and accurate.

8 1. I am the attorney of record for Steven Barket, the Assignee and Judgment Creditor
9 in the case Eighth Judicial District Court of Clark County Nevada entitled *Gordon Silver v.*
10 *Navneet N. Sharda*, Case Number A-15-712697-C (the "Gordon Silver Lawsuit").

11 2. On January 21, 2005, Gordon Silver, by and through their attorneys of record, filed
12 the Gordon Silver Lawsuit complaint against Defendant Navneet N. Sharda for his failure to pay
13 for legal services rendered.

14 3. On September 8, 2015, Plaintiff received a Default Judgment against the
15 Defendant Sharda, in the principal sum of \$57,396.67, plus \$1,464.50 for attorneys' fees and
16 \$381.35 in costs (the "Judgment"). Additionally, the Judgment accrued interest at the annual
17 contract rate of 12% per annum in the amount of \$14,014.23.

18 4. On April 6, 2017, Plaintiff assigned all rights, title and interest in the Judgment to
19 Stephen Barket (the "Assignee" and/or "Judgment Creditor"). On April 6, 2017, an
20 Acknowledgement of Assignment of Judgment was filed.

21 5. On June 2, 2017, Judgment Creditor executed upon the Defendant Sharda's assets
22 via a Writ of Execution / Attachment and Defendant Sharda was served at Defendant's
23 residential address. Defendant's counsel, Bryan Naddafi, Esq. contacted Mr. Mazur, Esq. via
24 telephone to discuss the seizure.

25 **FAILURE TO APPEAR AT THE JUDGMENT DEBTOR'S EXAMINATION**

26 6. On May 11, 2017, the Judgment Creditor filed an *Ex Parte Motion for Order*
27 *Allowing Examination of Judgment Debtor*. The Order allowing Examination of Debtor was
28 personally served upon Defendant on June 15, 2017 by Gerald R. Fitsimmons, a licensed process
server (License No. R-003971) employed by Clark County Process Service LLC (State License
No 2031C). On June 14, 2017, Defendant, Navneet N. Sharda was served with a Notice of Entry

1 of Order for the examination of Debtor. Defendant Sharda failed to attended the Court Ordered
2 Judgment Debtor's Examination scheduled for June 27, 2017. An Order to Show Cause was
3 issued for July 20, 2017.

4 7. On July 20, 2017, the Debtor personally appeared together with his counsel at the
5 hearing on the pending motions. The Court ordered Defendant Sharda to appear at the Judgment
6 Debtor's Examination.

7 JUDGMENT DEBTOR EXAMINATION OF DEFENDANT SHARDA

8 8. On July 29, 2017, Defendant Sharda and his attorney, Brian Nadaffi, Esq.
9 appeared for the Judgment Debtor Examination at 10:00 a.m. at the offices of Mazur & Brooks,
10 A PLC. During Defendant Sharda's testimony, he admitted to several acts that would subject
11 him to civil liability and outlined the locations of various assets that were secreted in foreign
12 countries and in a convoluted and complex structure made up of domestic corporations, non-
13 profit companies, foreign corporations and other entities based upon planning from his attorneys
14 and accountants. Each of which would place his assets outside the reach of his creditors and the
15 courts. During his testimony, he admitted that:

- 16 a. He owned several foreign entities that were domiciled in the Country of
17 Nevis.
- 18 b. That he had business entities that he failed to file annual U.S. Corporate Tax
19 Returns as required by law.
- 20 c. That he controls funds held in various investment accounts at #####
21 in excess of \$500,000 that would be sufficient to cover payment of the
22 Judgment.
- 23 d. Sharda, as the Court appointed Administrator of his father's probate estate,
24 admitted that he failed to include all of the assets as he was required to do
25 pursuant to his duties.
- 26 e. That Sharda received assets from his father, without receiving consideration,
27 prior to his father filing for U.S. Bankruptcy protection.
- 28 f. That Sharda is the Chairman and President of Cancer Care Foundation, Inc.,
a non-profit corporation. In that position, he diverted funds of the non-profit
for his own personal benefit by making loans in the amount of \$300,000 in
principal to Shafik Hirji and Boulevard Furniture, Inc. in 2016.

1 g. That Defendant Sharda did not suffer any economic damages in pending
2 litigation involving his loss of hospital privileges at Sunrise Hospital,
3 basically eviscerating any claims that he had filed against Sunrise Hospital.

4 9. In light of the admissions made during the examination, the parties went off the
5 record at 1:13 p.m. for a break. During the break we immediately began to discuss settlement
6 and repayment of the Judgment in full. During the settlement discussions, Defendant Sharda was
7 represented by counsel the entire time.

8 10. At no time did Steven Barket threaten Sharda, harass Defendant Sharda or apply
9 any pressure whatsoever to Defendant Sharda. Sharda never stated that he was ever threatened
10 or under duress. Sharda's counsel, Brial Nadaffi, Esq. never mentioned that Sharda was ever
11 threatened or under any type of duress or pressure. The parties were able to reach a mutually
12 agreeable agreement. Counsel for Defendant Sharada and myself jointly prepared the
13 Confidential Settlement Agreement which was signed by the parties in the presence of Brian
14 Nadaffi, Esq. and myself. Neither Sharda or his attorney vocalized any concerns during the
15 discussions leading up to the signing of the Settlement Agreement, during the signing nor after
16 the signing of the Confidential Settlement Agreement.

17 11. After the debtor's examination, Defendant appeared in court with his counsel on
18 many occasions. Not once did he claim that he had suffered any duress or threats as he has
19 alleged in his Opposition.

20 12. On October 31, 2017, Defendant filed a Motion to Set Aside Default Judgment
21 (the "Motion"). He did not raise any claims of duress or threats. Defendant Sharda filed an
22 Affidavit in Support on which was signed on September 5, 2017. In his Affidavit, Defendant
23 Sharda did not once mentions any harassment, duress or threats.

24 13. On November 21, 2017, a hearing was held on the Motion in front of the Hon.
25 Timothy Williams. No claims were made of duress or threats at the hearing. Defendant's
26 counsel failed to serve Mazur & Brooks with the Motion. As such the hearing was continued
27 until January 9, 2018.

28 14. On December 15, 2017, Judgment Creditor filed its Opposition to the Motion.

15 15. On December 29, 2017, Defendant filed a Reply. In the Reply, Defendant Sharda
16 submitted a second Affidavit in Support of the Motion. In the Affidavit, Sharda admits to
17 attending his debtor's examination. Defendant states that "during my Debtor's Examination, that
18 took place on July 29, 2017, I made (sic) aware of the possibility that I may not have actually

1 received the underlying Summons and Complaint.” (Sharda Affidavit, Page 2, Paragraph 9). No
2 other statements or declarations regarding duress, threats, settlement or harassment were made.

3 16. On January 9, 2018, the continued hearing was held and no claims were made of
4 duress or threats. The hearing was continued until January 16, 2018.

5 17. On January 16, 2018, the hearing was held and both Defendant Sharda and his
6 attorney, Brian Nadaffi, Esq. were present. Neither raised any claims or harassment, duress or
7 any threats whatsoever. At this hearing, the Defendant’s Motion to Set Aside the Default
8 Judgment was denied.

9 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing
10 is true and correct to the best of my knowledge.

11 Executed on December 11, 2018 in Las Vegas, Nevada.

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13 MICHAEL D. MAZUR, ESQ.
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EXHIBIT 4

EXHIBIT 4

Settlement Agreement dated July 29, 2017

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EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional
corporation.

Plaintiff,

vs.

NAVNEET N. SHARDA,

Defendant.

) CASE NO.: A-15-712697-C
) DEPT. NO.: XVI
)
) SETTLEMENT AGREEMENT
)
)
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)
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SETTLEMENT AGREEMENT

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PLAINTIFF:

By: 
Steven Barkel, assignee

DEFENDANT:

By: 
Navneet N. Sharda

AGREEMENT

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BARKET

By: 
Steven Barket, assignee

SHARDA


By: 
Navneet N. Sharda



EXHIBIT 5

EXHIBIT 5

August 1, 2018 Letter from Brandon McDonald,
Esq. to Bryan Naddafi (without enclosures)



BRANDON B. McDONALD, ESQ.

Physical Address:
2451 W. Horizon Ridge Parkway, Suite 120
Henderson, Nevada 89052
Telephone: (702) 385-7411

Email: Brandon@mcdonaldlawyers.com

Mailing Address
2505 Anthem Village Drive, Suite E-474
Henderson, Nevada 89052
Fax: (702) 992-0569

www.McDonaldLawyers.com

August 1, 2018

Via E-mail
Bryan Naddafi

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

Mr. Naddafi:

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

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

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

MCDONALD LAW OFFICES, PLLC

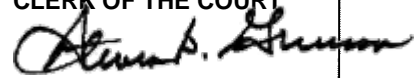
A handwritten signature in blue ink, appearing to read 'Brandon B. McDonald'.

Brandon B. McDonald, Esq.

EXHIBIT 6

EXHIBIT 6

Opposition to Motion to Enforce Settlement
Agreement and for an Award of Attorney's Fees
and Costs



OPP

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

EIGHTH JUDICIAL DISTRICT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

Case No.: A-17-756274-C

Dept. No.: XVIII

Hearing Date: 11/27/18

Hearing Time: 9:00 a.m.

AND ALL RELATED MATTERS

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

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

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

3 DATED this 2nd day of November, 2018.

4 HAROLD P. GEWERTER, ESQ., LTD.

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

7 Harold P. Gewerter, Esq.

8 Nevada Bar Number: 499

9 1212 South Casino Center Blvd.

10 Las Vegas, Nevada 89104

11 Phone: (702) 382-1714

12 Fax: (702) 382-1759

13 Email: Harold@GewerterLaw.com

14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **I. Statement of Facts**

16 **Background**

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

23 In early 2014, Defendant/Counterclaimant Sharda (hereinafter "Sharda"), a medical doctor and
24 businessman, was seeking an internet consultant who could build websites when he was unfortunately
25

26
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28 ¹ "After not impressing His Honor, government witness defends his honor." *Las Vegas Review Journal*, June 2, 2009.
<https://www.reviewjournal.com/news/after-not-impressing-his-honor-government-witness-defends-his-honor/>

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

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

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

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

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

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

22 The Settlement Agreement

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

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

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

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

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

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

II. Legal Authorities and Arguments

a) The Settlement Agreement is void

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

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

b) Barket has no standing to enforce the Settlement Agreement

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

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

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

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

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

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

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

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

9
10 d) The subject Settlement Agreement is not enforceable as to Trata
11

12 Even if this Court find that the subject Settlement Agreement is valid, and that it somewhere
13 contains a "mutual release" of claims provision, in no way can the Settlement Agreement be enforced
14 against Counterclaimant Trata, Inc. Said Agreement, which is executed in two parts simultaneously,
15 is explicitly and unambiguously between Barket and Sharda. Moreover, both parts of the Settlement
16 Agreement are signed **only** by Barket and Sharda in their individual capacities. Finally, nowhere in
17 the Settlement Agreement is Trata ever referred to by name. Accordingly, Trata is not a party or even
18 a beneficiary of the Settlement Agreement, and as such, it cannot be found that Trata has agreed to
19 waive any claims it has against Barket.
20

21 **III. Conclusion**

22 Based upon the foregoing, Barket's Motion to Enforce should be DENIED in its entirety. As
23 demonstrated, the subject Settlement Agreement is unenforceable, it is devoid of the clause(s) relied
24 upon in Barket's Motion, and it is wholly invalid as to Counterclaimant Trata, Inc. Defendants/
25 Counterclaimants, Navneet Sharda and Trata, Inc. also respectfully request attorney's fees, costs, and
26 all other relief to which they are entitled.
27
28

1 DATED this 2nd day of November, 2018.

2 HAROLD P. GEWERTER, ESQ., LTD.

3 /s/ Harold P. Gewerter, Esq.

4 Harold P. Gewerter, Esq.

5 Nevada Bar Number: 499

6 1212 South Casino Center Blvd.

7 Las Vegas, Nevada 89104

8 Phone: (702) 382-1714

9 Fax: (702) 382-1759

10 Email: Harold@GewerterLaw.com

11 **CERTIFICATE OF SERVICE**

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

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

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

27 /s/ Sonja K. Howard

28 An employee of

HAROLD P. GEWERTER, ESQ., LTD.

**AFFIDAVIT OF NAVNEET SHARDA IN SUPPORT OF OPPOSITION
TO MOTION TO ENFORCE SETTLEMENT AGREEMENT
AND FOR AN AWARD OF ATTORNEY'S FEES AND COSTS**

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Dr. Navneet Sharda, being first duly sworn, deposes and says:

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

2. That I am a Defendant/Counterclaimant in the instant matter, Case No. A-17-756274-C.

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

4. That in early 2014 I was seeking an internet consultant for my medical practice and other businesses when I was introduced to Steven Barket by my former attorney.

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

6. That as soon as Barket discovered I had financial means, he began lobbying and harassing me and pressuring me into various questionable business deals.

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

8. That Barket began further harassing me for monies allegedly owed to him for internet/website services and private investigator services he had claimed to perform.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

FURTHER YOUR AFFIANT SAYETH NAUGHT.

NAUGHT.



Charles

DR. NAVNEET SHARDA

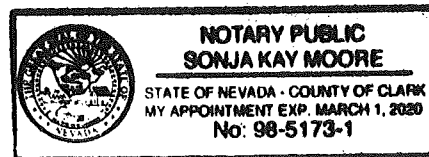
SUBSCRIBED AND SWORN to before me
this 31st day of October, 2018.

Song & Moore

NOTARY PUBLIC

in and for the State of Nevada, County of Clark.

My Commission Expires: 03/01/2020



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Copy of Subject Settlement Agreement
Confidential
Delivered to the Court's Chambers Only

EXHIBIT 7

EXHIBIT 7

January 17, 2019 Unofficial Hearing Transcript of
the Hearing re Motion to Enforce Settlement
Agreement

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

6
7 **EIGHTH JUDICIAL DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

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

11 Plaintiffs,

12 vs.

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

17 Defendants.
18
19
20

AND ALL RELATED MATTERS

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

Hearing Date: January 17, 2019

21 **TRANSCRIPT FOR THE JANUARY 17, 2019 HEARING ON THE MOTION TO**
22 **ENFORCE SETTLEMENT AGREEMENT**

23 Parties Present:

24 Judge J. Charles Thompson, Charles Barnabi for Plaintiffs, Harold Gerwerter for Dr. Sharda, and
25 Teletha Zupan for Shafik Hirji, Shafik Brown and Furniture Boutique.

26 Mr. Barnabi: Good morning your Honor, Charles Barnabi for Plaintiffs.

27 Mr. Gerwerter: Good morning your Honor, Harold Gerwerter for Dr. Sharda.
28

1 Ms. Zupan: Good morning your Honor, Teletha Zupan for Shafik Hirji, Shafik Brown
2 and Furniture Boutique.

3 Judge Thompson: Alright this is a Motion to Enforce Settlement Agreement.

4 Mr. Barnabi: Yes your Honor, I'll just keep it brief, provide a brief overview. Point in the
5 matter was filed on June 1, 2017. After that time in an unrelated matter that
6 involved the parties that are most relevant to this issue. There was a
7 judgment debtor exam of Dr. Sharda that was conducted on July 29, 2017.
8 Around midway through the judgment debtor exam the parties decided they
9 were going to enter into a settlement agreement. Like I said, this matter was
10 pending at that time and there was verbiage in that settlement agreement
11 that basically said Dr. Sharda was going to be dismissed from the matter.
12 So, there were attempts to extricate Dr. Sharda from the Complaint and at
13 this time the counterclaim had not been filed. The counterclaim by Dr.
14 Sharda was subsequently filed by Dr. Sharda on August 11, 2017. So prior
15 counsel was attempting to get the parties extricated based on what the
16 understanding of the language of the settlement agreement was. Then there
17 were allegations on performance when in fact the parties are already entered
18 into a binding agreement. Prior counsel for Dr. Sharda decided or informed
19 prior counsel for Plaintiffs that he was not going to abide by the terms of
20 the settlement agreement. So that's mainly why we are here today. There's
21 allegations of duress and lack of enforceability...

22 Judge Thompson: He claims that he signed it under duress that he was threatened he was gonna
23 get killed.

24 Mr. Barnabi: Right, if you look at the affidavit of Michael Mazur which is the counsel
25
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1 that was conducting the judgment debtor exam for the Plaintiff in that
2 matter, its pretty clear cut that they went for several hours at the judgment
3 debtor exam then through counsels of both parties they entered into the
4 settlement agreement. There were several hearings, as mentioned by Mr.
5 Mazur, that this allegation of duress or foul play was never brought into the
6 viewpoint of that courtroom. This is only a claim that has been made
7 following a Motion to Enforce a Settlement Agreement that the parties have
8 already entered into, which is binding. Those allegations, irrespective your
9 Honor, are, would be barred by the pearl evidence rule and because it
10 directly contradicts the terms of the settlement agreement, but further, in
11 addition to the claims, like I mentioned....

12
13
14 Judge Thompson: If he signed it under duress he could testify to that couldn't he?

15 Mr. Barnabi: I believe he could testify to that but it still would be barred, I believe, by the
16 pearl evidence rule your Honor...

17 Judge Thompson: My problem is I kind of have an issue of fact here... well...

18 Mr. Barnabi: Well, I also submit your honor that in the counterclaim there is no allegation
19 or claim of distress or claim of a rescission to bar the terms of the settlement
20 agreement. The only cause of action that was mentioned in that
21 counterclaim was a breach of contract brought by both Dr. Sharda and ...

22
23 Judge Thompson: Well it only came up when you moved to enforce the settlement.

24 Mr. Barnabi: I'm sorry?

25 Judge Thompson: The claim of duress only came up when you moved to enforce the settlement
26 right?

27 Mr. Barnabi: That's, yes around a year and a half after the fact.
28

1 Judge Thompson: Right.

2 Mr. Barnabi: Your Honor, so, its, I believe if there is substance it would have been
3 brought forward in the counterclaim because the parties were obviously
4 aware that the settlement agreement had been executed at that time, as of
5 July 29 of 2017. So I believe it should be enforced as requested and
6 attorney's fees granted as well and I'll save (inaudible) for the reply.

7

8 Judge Thompson: Counsel.

9 Mr. Gerwerter: Your Honor we have an amazing motion here. Half of its just (inaudible)
10 for reasons that make no sense whatsoever they bring in new facts, new
11 arguments in the Reply for the first time. We all know that's not permissible.
12 If its not in the motion you can't raise it in the reply but they do it to sit there
13 and attack me. Number two we do have a major issue of fact here and that's
14 duress and it was brought during the time. The man was threatened with his
15 life "sign this or else" and the, and his client made numerous comments to
16 my client outside the presence of others. That's an issue of fact that must
17 be tried your Honor, we must have an evidentiary hearing (inaudible)...

18

19 Judge Thompson: I've got to hold an evidentiary hearing. This isn't something I want to do
20 but I'm going to.

21

22 Mr. Gerwerter: And I want, I need to do some discovery beforehand. Let me do discovery.
23 I I was (inaudible)...

24 Judge Thompson: You don't need discovery.

25 Mr. Gerwerter: Okay.

26 Judge Thompson: We'll just hold an evidentiary hearing. I had written a day when I have
27 nothing else on the calendar on Friday February 15th 9 o'clock right here.
28

1 Mr. Gerwerter: That' fine your Honor.
2 Judge Thompson: You'll be here? It's your request, you have the burden.
3 Mr. Gerweter: Right.
4 Judge Thompson: Alright, I'll see you then.
5 Mr. Gerwerter: Your Honor may I ask for attorney's fees?
6 Judge Thompson: No No!
7 Mr. Gerwerter: Well I have an issue here. What issue is their reply as relates to...
8 Judge Thompson: No attorney's fees.
9 Mr. Gewerter: What's that?
10 Judge Thompson: No attorney's fees.
11 Mr. Gewerter: but as it relates to...
12 Judge Thompson: You be here on the 15th with your client and we'll here you.
13 Mr. Gewerter: Alright, thank you your Honor.
14 Judge Thompson: And if there's any opposition you better bring it.
15 Mr. Barnabi: Alright your Honor.
16 Barnabi & Gewerter: Thank you.
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EXHIBIT 8

EXHIBIT 8

Letter dated January 29, 2020 from CJ Barnabi, Esq.
to Harold Gewerter, Esq. re Continuing the
Judgment Debtor Exam



THE BARNABI LAW FIRM

CJ Barnabi, Esq. | Attorney & Counselor

375 EAST WARM SPRINGS RD., STE. 104, LAS VEGAS, NV 89119

January 29, 2020

Via Email to harold@gewerterlaw.com

Harold Gewerter, Esq.
Law Offices of Harold P. Gewerter Esq., LTD.
1212 S. Casino Center Blvd.
Las Vegas, NV 89104

Re: Gordon Silver v. Navneet Sharda
Examination of Judgment Debtor / Order to Show Cause Why Judgment Debtor
Should Not Be Held in Contempt and Bench Warrant Issued
Case No.: A-15-712697-C

Mr. Gewerter:

In regards to your prior correspondences of January 23, 2020 and my willingness to call you to discuss the matter (on a day when I could have easily elected to address other pending and immediate issues) – I won't tolerate your conduct. If you want to tell someone that they need to "shut up", they don't "understand English", are "playing dumb" and initiate the conversation by stating "Are you playing games with me!", you need to find a different audience. While I attempted to understand your position while you were yelling at me, you would not answer any of my questions with any response except to tell me "I don't understand English" and other inappropriate outbursts. Thus, the conversation was ended in an "abrupt" manner as you mentioned.

In regard to your claims that your Client has satisfied the underlying judgment, I disagree. As Sharda failed to fulfill all the terms outlined in Settlement Agreement, which you previously attached, there was and is no right to a satisfaction of judgment. In other words, only after complete compliance with the Settlement Agreement was a satisfaction of judgment to issue. Settlement Agreement, p. 1:25-28. Under the Settlement Agreement Sharda is required to pay additional sums for any collection efforts, which have also not been paid. *Id.* at p. 2:20-22. Mr. Mazur is owed, in regard to that point, \$80,000, plus the fees incurred for defending Sharda's attempt to vacate the judgment in this case, following the Settlement Agreement in October 2017 – December 2017. My office will also likely be owed additional fees and costs for having to enforce the terms of the Settlement Agreement, which will likely be approximately \$20,000-\$30,000. The precise amount will be determined by the Court at a later date.



THE BARNABI LAW FIRM

CJ Barnabi, Esq. | Attorney & Counselor

375 EAST WARM SPRINGS RD., STE. 104, LAS VEGAS, NV 89119

However, more central to your correspondences, since your Client has failed to provide the documents which have been Ordered to be provided on or before January 20, 2020 – I will be filing an order to show cause why Sharda should not be held in contempt and a bench warrant issued. The judgment debtor examination will be continued to a date following the court's determination of sanctions.

If your Client intends to fulfill the terms of the Settlement Agreement you may advise me in writing. In the meantime, my Client is permitted to satisfy the judgment in any lawful manner permitted.

THE BARNABI LAW FIRM, PLLC

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

cc: Client

EXHIBIT “17”
Cancer Care CIT Agreement

Steven D. Grierson

COJ

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

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

Defendants.

Case No.: A-17-763985-C

Dept. No.: Department 16

CONFESSION OF JUDGMENT

CONFESSION OF JUDGMENT

BOULEVARD FURNITURE INC, a Nevada corporation; SUNSET FURNITURE INC, a
Nevada corporation; FURNITURE BOUTIQUE LLC, a Nevada limited liability company;
GIZMO EMPOWERED INC., a Nevada corporation; S550 INVESTMENTS INC., a Nevada
corporation; SL550 INVESTMENTS INC, a Nevada corporation; GENESIS INVESTMENTS
INC, a Nevada corporation; HATARI RESTAURANT & SPORTS BAR LLC, a Nevada limited
liability company; FUSION RESTAURANT INC, a Nevada corporation; SHAFIK HIRJI, an
individual; SHAFIK BROWN, an individual; YASMIN BROWN, an individual; the Defendants

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BOULEVARD *AL* SUNSET *AL* FURNITURE BOUTIQUE *AL* GIZMO *AL*
S550 *AL* SL550 *AL* GENESIS *AL* HATARI *AL* FUSION *AL* HIRJI *AL* BROWN *AL* Y. BROWN *AL*

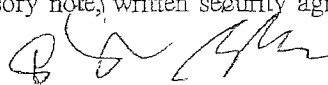
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1 in the above-entitled matter (hereinafter collectively "DEFENDANTS"), hereby Confess
2 Judgment in the above-entitled matter in favor of Plaintiff, CANCER CARE FOUNDATION,
3 INC., a Nevada non-profit corporation in the sum of \$1,213,088.50 (One Million Two Hundred
4 Thirteen Thousand Eighty-Eight Dollars and Fifty Cents) and authorize entry of Judgment against
5 DEFENDANTS, jointly and severally, in that sum, (less credit for any payments received by
6 CANCER CARE FOUNDATION, INC. pursuant to the Change in Terms Agreement) which is
7 further discussed below. This Confession of Judgment arises out of the following factual
8 situation:

9
10 I. SUMMARY OF FACTS.

11 1. On November 7, 2016, PLAINTIFF and DEFENDANTS entered into a written
12 secured loan agreement, secured promissory note, written security agreement and confession of
13 judgment, wherein Plaintiff, CANCER CARE FOUNDATION, INC. provided a loan to
14 BOULEVARD FURNITURE INC, SHAFIK HIRJI, and SHAFIK BROWN, in the original
15 principal amount of \$200,000.00 (Two Hundred Thousand Dollars)("Loan No. 1").

16 2. On December 20, 2016, PLAINTIFF AND DEFENDANTS entered into a second
17 written secured loan agreement, secured promissory note, written security agreement and
18 confession of judgment, wherein Plaintiff, CANCER CARE FOUNDATION, INC. provided a
19 loan to BOULEVARD FURNITURE INC, SHAFIK HIRJI, and SHAFIK BROWN, in the
20 original principal amount of \$100,000.00 (One Hundred Thousand Dollars) ("Loan No. 2");

21 3. The DEFENDANTS defaulted on the payments pursuant to the terms of the written
22 secured loan agreement, secured promissory note, written security agreement and confession of
23 judgment for Loan No. 1 and Loan No. 2; 

24 4. On ^{Sept 1}~~August 27~~, 2017, the parties entered into a CHANGE IN TERMS
25 AGREEMENT, whereby DEFENDANTS and PLAINTIFF agreed to modify the payment terms
26 of each of the LOANS, extend the Maturity Date, adjust the interest rates and amend the
27
28

BOULEVARD  SUNSET  FURNITURE BOUTIQUE  GIZMO 

S550  SL550  GENESIS  HATARI  USION  HIRJI  BROWN  Y. BROWN 

1 repayment schedule to make certain payments (the "Change in Terms Agreement"). A true and
2 correct copy is attached hereto as Exhibit "1" and incorporated herein by this reference.

3 4 II. REPAYMENT TERMS.

5 Pursuant to the Change in Terms Agreement, the Parties agreed to modify the past due
6 balance (\$705,588.50) due on the Loans to \$585,000.00, reduce the interest rates based upon the
7 following terms, among others, provided that all payments are timely made as follows:

8 a. Term. The LOAN TERM shall be modified from that stated in each of the LOAN
9 DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on
10 September 1, 2017. *25th, 2021* *[Signature]*

11 b. Maturity Date. The maturity date of each of the LOANS shall be modified to
12 September 1, 2021 (the "MATURITY DATE"). On the MATURITY DATE, all
13 unpaid principal, interest, late fees, interest late fees shall become due and payable.

14 c. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty
15 (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is
16 paid full. Should BORROWERS DEFAULT or not timely make each of their
17 MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back
18 to the original interest rate of fifty (50%) percent retroactively.

19 d. Payment. The LOAN BALANCE of \$585,000.00 (Five Hundred Eighty-Five
20 Thousand Dollars) shall be repaid in forty-eight (48) monthly payments of interest only
21 as follows (See Exhibit "1" attached to the CHANGE IN TERMS AGREEMENTS as
22 "AMORTIZATION CHART"):

23 a. THREE (3) MONTHLY PAYMENTS of \$6,909.78. The initial MONTHLY
24 PAYMENT shall be due on September 1st, 2017 (the "INITIAL PAYMENT")
25 in the amount of (Six Thousand Nine Hundred Nine Dollars and Seventy-Eight
26 Cents) and two (2) additional MONTHLY PAYMENTS of payments in the
27 amount of \$6,909.78 due on the first (1st) day of each month thereafter; *25th* *[Signature]*

28 b. THREE (3) MONTHLY PAYMENTS of \$10,364.67. BORROWERS shall
29 pay three (3) MONTHLY PAYMENTS OF \$10,364.67 commencing on
30 December 1, 2017 and on the first (1st) day of each month thereafter; *25th* *[Signature]*

31 c. FORTY-TWO (42) MONTHLY PAYMENTS of \$14,625.00. Thereafter,
32 commencing on March 1, 2018, in month seven (7), BORROWERS shall make
33 forty-two MONTHLY PAYMENTS in the amount of \$14,625.00 (Fourteen

BOULEVARD *[Signature]* SUNSET *[Signature]* FURNITURE BOUTIQUE *[Signature]* GIZMO *[Signature]*

S550 *[Signature]* SL550 *[Signature]* GENESIS *[Signature]* HATARI *[Signature]* FUSION *[Signature]* HIRJI *[Signature]* BROWN *[Signature]* BROWN *[Signature]*

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Thousand Six Hundred Twenty-Five Dollars) and due on the first (1st) day of each month thereafter (collectively the "MONTHLY PAYMENT");

d. BALLOON PAYMENT. At the MATURITY DATE, BORROWERS shall pay all unpaid principal, interest, late fees and other charges due which is currently estimated in the amount of \$663,556.46.

e. Each MONTHLY PAYMENT shall be due on the 1st day of each month (the "MONTHLY PAYMENT DUE DATE"). Each Monthly Payment shall be via certified check made payable to LENDER at LENDER'S address or to such other payee or address as directed by the LENDER.

e. Default. If BORROWERS fail to make any INITIAL PAYMENT or MONTHLY PAYMENT by 5:00 p.m. on the Monthly Payment Due Date, then BORROWERS will be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys' fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of Judgment, less credit for any payments made with valid and sufficient funds.

III. ENTRY OF JUDGMENT

5. In the event the DEFENDANTS fail to make any monthly payment that is due, then DEFENDANTS shall be in default of the Change in Terms Agreement. Upon default, CANCER CARE FOUNDATION, INC. shall be entitled to immediately file this Confession of Judgment and have judgment entered in an amount of \$1,213,088.50, jointly and severally, against the DEFENDANTS, (less credit for any payments that have been received by Plaintiff pursuant to the terms of this Confession of Judgment and Change in Terms Agreement). Additionally, interest shall continue to accrue at the contract default rate of 50% per year.

6. We are authorized, consent and agree to execute this Confession of Judgment, and authorize entry of the Judgment based upon this Confession of Judgment Statement. We understand that this Confession of Judgment will not be filed and entered with the court, unless the DEFENDANTS default under the terms of the Change in Terms Agreement.

7. We consent and agree that should DEFENDANTS default on the terms of the Change In Terms Agreement, that CANCER CARE FOUNDATION, INC. shall be granted an immediate Judgment, jointly and severally, against the DEFENDANTS, which includes the

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BOULEVARD 4/12 SUNSET 4/12 FURNITURE BOUTIQUE 4/12 GIZMO 4/12
S550 4/12 SL550 4/12 GENESIS 4/12 ZHATARI 4/12 FUSION 4/12 HIRJI 4/12 BROWN 4/12 BROWN 4/12

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principal amount due, accrued interest, attorneys' fees and costs, plus future interest at the contract rate of 50% annually, plus future attorneys' fees in the amount of \$50,000.00, plus future costs in the amount of \$7,500.00, fees and costs incurred in collecting judgement, together with interest until such time that the judgment is paid in full.

8. Should DEFAULT occur, this confession of judgment shall be immediately filed and entered in the Eighth Judicial District Court of Clark County Nevada, in favor of Plaintiff, CANCER CARE FOUNDATION, INC. and against the Defendants, BOULEVARD FURNITURE INC, SUNSET FURNITURE INC, FURNITURE BOUTIQUE LLC, GIZMO EMPOWERED INC., S550 INVESTMENTS INC., SL550 INVESTMENTS INC, GENESIS INVESTMENTS INC, HATARI RESTAURANT & SPORTS BAR LLC, FUSION RESTAURANT INC, SHAFIK HIRJI, SHAFIK BROWN, and YASMIN BROWN, jointly and severally, as follows:

Principal	\$	300,000.00
Interest and late fees (2016- August 2017)	\$	405,588.50
Interest (through August 1, 2021)	\$	450,000.00
Future Attorneys' fees	\$	50,000.00
Future Court costs	\$	7,500.00
TOTAL JUDGMENT	\$	1,213,088.50

VERIFICATION & ACKNOWLEDGEMENT

We have read the foregoing Confession of Judgment Statement and know the contents thereof and verify and acknowledge the contents herein. The matters stated herein are true of our own knowledge, except as to matters stated therein on information and belief, and as to those matters, we believe them to be true. All of the above-stated facts are within our personal knowledge and if called as a witness we could and would testify competently thereto. We authorize the entry of Judgment in the amount of \$1,213,088.50, jointly and severally against the DEFENDANTS. The judgment amount is justly due based upon our Change in Terms Agreement

BOULEVARD HL SUNSET HL FURNITURE BOUTIQUE HL GIZMO HL

S550 HL SL550 HL GENESIS HL HATARI HL FUSION HL HIRJI HL BROWN HL Y. BROWN HL

1 (Exhibit 1). The judgment amount does not exceed the amounts we have expressly agreed to in
2 the Change in Terms Agreement.

3 Upon entry of this judgment, Plaintiff shall be entitled to any post-judgment attorneys' fees
4 and costs incurred in enforcing the judgment, together with post-judgment interest at the Contract
5 rate of 50.00% and costs until such time that the judgment is paid in full.

6
7 *IN WITNESS WHEREOF*, the parties hereto have caused this Confession of Judgment to
8 be executed by their duly authorized representatives as of the date set forth herein.

9 We declare under penalty of perjury under the Laws of the State of Nevada that the
10 foregoing is true and correct.

11 DATED: this 31 day of September, 2017.
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14 [SIGNATURES CONTINUED ON PAGES 6-7]
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BOULEVARD SL SUNSET SL FURNITURE BOUTIQUE SL GIZMO SL
S550 SL SL550 SL GENESIS SL HATARI SL FUSION SL HIRJI SL BROWN, SL BROWN SL

1 BOULEVARD FURNITURE INC

2 [Signature]
3 By: SHAFIK BROWN
Its: President

4 SUBSCRIBED AND SWORN to before me
5 on this 1 Day of August 2017.

6 Notary Public

7  LUZ NAOMI GARCIA
8 Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

9 By: _____
10 Its: _____

11 SUBSCRIBED AND SWORN to before me
12 on this _____ Day of August 2017.


13 Notary Public

14 FURNITURE BOETIQUE LLC

15 [Signature]
16 By: SHAFIK BROWN
Its: Managing Member

17 SUBSCRIBED AND SWORN to before me
18 on this _____ Day of August 2017.

19 Notary Public


20  LUZ NAOMI GARCIA
21 Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

22 GIZMO EMPLOYMENT INC

23 [Signature]
24 By: SHAFIK BROWN
Its: President

25 SUBSCRIBED AND SWORN to before me
26 on this _____ Day of August 2017.

27 Notary Public


28  LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

S550 INVESTMENTS INC.

[Signature]
By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.


Notary Public

 LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this _____ Day of August 2017.

Notary Public


 LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

GENESIS INVESTMENTS INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this _____ Day of August 2017.

Notary Public


 LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

HATARI RESTAURANT & SPORTS BAR LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me
on this _____ Day of August 2017.

Notary Public

 LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

BOULEVARD 42 SUNSET 42 FURNITURE BOETIQUE 42 GIZMO 42
S550 42 SL550 42 GENESIS 42 HATARI 42 FUSION 42 HIRJI 42 BROWN 42 Y. BROWN 42

FUSION RESTAURANT INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this _____ Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

By: SHAFIK BROWN
Its: an individual, as guarantor

SUBSCRIBED AND SWORN to before me
on this _____ Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

SHAFIK BROWN

By: SHAFIK BROWN
Its: an individual, as guarantor

SUBSCRIBED AND SWORN to before me
on this _____ Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

YASMIN BROWN

By: YASMIN BROWN
Its: an individual, as guarantor

SUBSCRIBED AND SWORN to before me
on this _____ Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

BOULEVARD _____ SUNSET _____ FURNITURE BOUTIQUE _____ GIZMO _____

S550 _____ SL550 _____ GENESIS _____ HATARI _____ FUSION _____ HIRJI _____ BROWN, _____ Y. BROWN _____

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EXHIBIT 1

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BOULEVARD SL SUNSET SL FURNITURE BOUTIQUE SL GIZMO SL
S550 SL SL550 SL GENESIS SL FANTASY SL FUSION SL HIRJI SL BROWN SL Y. BROWN SL

September 2017

CHANGE IN TERMS AGREEMENT

THIS CHANGE IN TERMS AGREEMENT (this "Agreement") is made and entered into as of this 1st day of ~~August~~ 2017 (the "Effective Date") by and between Cancer Care Foundation, Inc. a Nevada non-profit corporation (herein "CCFI" or "LENDER") with a principal place of business at 3509 E. Harmon Ave, Las Vegas, Nevada 89121 on the one hand and Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd., Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein "GIZMO"), S550 Investments Inc. a Nevada corporation (herein "S550"), SL550 Investments, Inc., a Nevada corporation ("SL550"), Genesis Investments, Inc., a Nevada corporation ("GENESIS"), Hatari Restaurant & Sports Bar, LLC, a Nevada limited liability company ("HATARI"), Fusion Restaurant, Inc. a Nevada corporation ("FUSION"), Shafik Hirji, an individual (herein "HIRJI") and Shafik Brown, an individual (herein "BROWN") and Yasmin Brown, an individual ("Y. BROWN") (collectively "BORROWER(S)") on the other hand.

Each may be referred to individually as "Party" or collectively as "Parties" herein.

WITNESSETH:

WHEREAS, the Parties have entered into various secured loans wherein LENDER loaned BORROWERS funds for the operation of their business, and the BORROWERS agreed to repay the loans based upon the terms and conditions of each loan as follows:

LOAN NO. 1: NOVEMBER 7, 2016 / \$200,000.00:

WHEREAS, on November 7, 2016, LENDER CCFI on the one hand and BOULEVARD INC., HIRJI and BROWN on the other hand entered into a written secured Loan Agreement, wherein LENDER provided a loan to BOULEVARD INC., HIRJI and BROWN in the principal amount of \$200,000.00 (Two Hundred Thousand Dollars) ("LOAN NO. 1") as evidenced by the written documentation, including but not limited to a Secured Promissory Note (the "NOTE NO. 1"), written Security Agreement (the "SECURITY AGREEMENT NO. 1") and written Confession of Judgment ("COJ") (collectively "LOAN DOCUMENTATION NO. 1") as follows:

Lender:	CCFI
Loan Amount:	\$200,000.00
Term:	Thirteen (13) months
Annual Interest Rate:	Fifty (50%) percent
Maturity Date:	December 21, 2017
Balance Due:	\$422,826.74

CHANGE IN TERMS AGREEMENT | Page - 1 -

LENDER: CCFI

BORROWERS: BOULEVARD INC. /s/ SUNSET /s/ FURNITURE BOUTIQUE /s/ GIZMO /s/
S550 /s/ SL550 /s/ GENESIS /s/ HATARI /s/ FUSION /s/ HIRJI /s/ BROWN /s/ Y. BROWN /s/

LOAN NO. 2: DECEMBER 20, 2016 / \$100,000.00:

WHEREAS, on December 20, 2016, LENDER CCFI on the one hand and BOULEVARD INC., HIRJI and BROWN on the other hand entered into a written secured Loan Agreement, wherein LENDER provided a loan to BOULEVARD INC., HIRJI and BROWN in the principal amount of \$100,000.00 (One Hundred Thousand Dollars) ("LOAN NO. 2") as evidenced by the written documentation, including but not limited to a Secured Promissory Note (the "NOTE NO. 2"), written Security Agreement (the "SECURITY AGREEMENT NO. 2") and written Confession of Judgment ("COJ NO. 2") (collectively "LOAN DOCUMENTATION NO. 2") as follows:

Lender:	CCFI
Loan Amount:	\$100,000.00
Term:	Three (3) months
Annual Interest Rate:	Forty-eight (48%) percent
Maturity Date:	March 25, 2017
Balance Due:	\$282,761.76

CONFESSIONS OF JUDGMENT:

WHEREAS, on March 18, 2017, BROWN executed a Confession of Judgment in favor of TRATA, INC. for the amount of \$400,000.00 relating to LOAN NO. 1, and BROWN granted a security interest in all of his assets and executed a personal guaranty;

WHEREAS, on March 18, 2017, HIRJI executed a Confession of Judgment in favor of TRATA, INC. for the amount of \$400,000.00 relating to LOAN NO. 1, and HIRJI granted a security interest in all of his assets and executed a personal guaranty;

THE DEFAULT:

WHEREAS, pursuant to the terms of each of the LOANS (1-2) and NOTES (1-2), and LOAN DOCUMENTATION (1-2) and the ADDENDUM thereto, the BORROWERS were required to make monthly payments as set forth in the corresponding LOAN DOCUMENTATION;

WHEREAS, the BORROWERS have failed to make the monthly payments as required by the terms of the LOANS. Accordingly, the BORROWERS are currently in default (the "DEFAULT") on each of the LOANS by their failure to timely make the payment due under the terms of the LOANS. As a result, the BORROWERS have incurred such additional fees for their DEFAULT, including but not limited to, late charges, interest late charges, attorneys' fees and costs. In addition, the LOANS have accelerated and the entire balance due has become immediately due and payable;

WHEREAS, the LOANS have a current past due balance in the amount of \$705,588.50 (Seven Hundred Five Thousand Five Hundred Eighty-Eight Dollars and Fifty Cents)(the "PAST DUE BALANCE"), which includes, principal, accrued interest, late fees and interest late fees as follows:

NOTE 1	
LOAN DATE	November 7, 2016
LOAN AMOUNT	\$200,000.00
TOTAL DUE	\$422,826.74

NOTE 2	
LOAN DATE	December 20, 2016
LOAN AMOUNT	\$100,000.00
TOTAL DUE	\$282,761.76

TOTAL DUE CCFI	\$705,588.50
----------------	--------------

WHEREAS, BORROWERS and LENDER desire to modify the LOANS and LOAN DOCUMENTATION by extending the Maturity Date, extending the repayment terms, adjusting the interest rates and amend the repayment schedule as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the forbearance, the modification and the undertakings contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

AGREEMENT

1. Agreement. In exchange for the consideration as set forth herein, LENDER and BORROWERS agree to amend the LOANS and LOAN DOCUMENTATION as follows:
2. Incorporation by Reference. The above and foregoing Recitals are incorporated herein and made part of this Agreement as though set forth herein. Further, NOTE NO. 1, SECURITY AGREEMENT NO. 1, LOAN DOCUMENTS NO. 1, COJ NO. 1 and NOTE NO. 2, SECURITY AGREEMENT NO. 2, LOAN DOCUMENTS NO. 2, COJ NO. 2 are incorporated herein by this reference.
3. Consideration. The Parties acknowledge that in consideration of the obligations, and the undertakings contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency are hereby acknowledged.

4. Change in Terms. LENDER and BORROWERS agree to modify and amend the LOAN, NOTE, SECURITY AGREEMENT, LOAN DOCUMENTATION and CONFESSION OF JUDGMENTS as follows:

a. Loan Balance. The PAST DUE BALANCE shall be modified from \$705,588.50 (Seven Hundred Five Thousand Five Hundred Eighty-Eight Dollars and Fifty Cents)(the "PAST DUE BALANCE") and reduced to a new principal balance due in the amount of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars) (the "LOAN BALANCE") on the condition that all future Monthly Payments are timely paid on the Monthly Payment Due Date with valid and sufficient funds.

b. Term. The LOAN TERM shall be modified from that stated in each of the LOAN DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on September 1, 2017.

c. Maturity Date. The maturity date of each of the LOANS shall be modified to September 1, 2021 (the "MATURITY DATE"). On the MATURITY DATE, all unpaid principal, interest, late fees, interest late fees shall become due and payable (the "BALLOON PAYMENT").

d. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is paid full. Should BORROWERS DEFAULT or not timely make each of their MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back to the original interest rate of fifty (50%) percent retroactively.

e. Payment. The LOAN BALANCE of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars) shall be repaid in forty-eight (48) monthly payments of interest only as follows (See Exhibit "1" attached hereto as "AMORTIZATION CHART"):

a. THREE (3) MONTHLY PAYMENTS of \$6,909.78. The initial MONTHLY PAYMENT shall be due on September 1st, 2017 (the "INITIAL PAYMENT") in the amount of (Six Thousand Nine Hundred Nine Dollars and Seventy-Eight Cents) and two (2) additional MONTHLY PAYMENTS of payments in the amount of \$6,909.78 due on the first (1st) day of each month thereafter;

b. THREE (3) MONTHLY PAYMENTS of \$10,364.67. BORROWERS shall pay three (3) MONTHLY PAYMENTS OF \$10,364.67 commencing on December 1, 2017 and on the first (1st) day of each month thereafter;

c. FORTY-TWO (42) MONTHLY PAYMENTS of \$14,625.00. Thereafter, commencing on March 4, 2018, in month seven (7), BORROWERS shall make forty-two MONTHLY PAYMENTS in the amount of \$14,625.00 (Fourteen Thousand Six Hundred Twenty-Five Dollars) and due on the first (1st) day of

CHANGE IN TERMS AGREEMENT | Page - 4 -

LENDER: CCFI

BORROWERS: BOULEVARD, SUNSET, FURNITURE BOUTIQUE, GIZMO, SL550, GENESIS, HATARI, FUSION, HIRJI, BROWN, Y. BROWN

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each month thereafter (collectively the "MONTHLY PAYMENT");

- d. BALLOON PAYMENT. At the MATURITY DATE, BORROWERS shall pay all unpaid principal, interest, late fees and other charges due which is currently estimated in the amount of \$663,556.46. *25th of Jan*
- e. Each MONTHLY PAYMENT shall be due on the 1st day of each month (the "MONTHLY PAYMENT DUE DATE"). Each Monthly Payment shall be via certified check made payable to LENDER at LENDER'S address or to such other payee or address as directed by the LENDER.
- f. Default. If BORROWERS fail to make any INITIAL PAYMENT or MONTHLY PAYMENT by 5:00 p.m. on the Monthly Payment Due Date, then BORROWERS will be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys' fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of Judgment, less credit for any payments made with valid and sufficient funds. The Parties also expressly agree that upon timely repayment of the LOAN BALANCE, that the Confession of Judgment shall be immediately destroyed and no longer have any legal force and effect.
- g. Acceleration of Debt. In the event that the BORROWERS DEFAULT, or breach any condition relating to any security, security agreement, note, seeks relief under the Bankruptcy Code, or suffers an involuntary petition in bankruptcy or receivership not vacated within five (5) days, or is in DEFAULT, the entire balance of this Note and any interest accrued thereon shall be immediately due and payable to the holder of this Note based upon the original PAST DUE BALANCE, plus any accrued interest, late fees, interest late fees, attorneys' fees and costs.
- h. Security / COLLATERAL. The repayment of the LOAN BALANCE shall be secured by the assets of the BORROWERS together with the granting of a security interest in all of the assets as follows:
- Grant of Security Interest. BORROWERS (collectively the "Debtor"), hereby grant to LENDERS ("Secured Party") a security interest in all of the Debtors' real and personal property (the "COLLATERAL") including but not limited to the following:
 - COLLATERAL shall include, but is not limited to, the Debtors' tangible personal property, fixtures, leasehold improvements, trade fixtures, equipment, other personal property and anything of value, whether currently owned or acquired in the future, tangible or intangible (the "Personal Property") and all general intangibles relating to or arising from the Personal Property, all

cash and non-cash proceeds (including insurance proceeds) of the Personal Property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof to secure payment of the obligations of Debtors to Secured Party (the "Obligations") in the payment of the Purchase Price. The Parties authorize the filing of an amendment to the existing UCC (1) and/or the filing of a new UCC (1) and any renewal statements to secure the assets and/or COLLATERAL.

- i. Secured Promissory Note. Concurrently with the execution of this Agreement and in full and final settlement, resolution and payment of the obligations and payments and amounts due or payable to LENDER by the BORROWERS, the BORROWERS shall execute and deliver to LENDER an executed original SECURED PROMISSORY NOTE in the principal sum of \$585,000.00 (Five Hundred Eighty Five Thousand Dollars) (which sum shall bear an annual interest rate of thirty percent (30%) for a term of forty-eight (48) months and paid as set forth in the promissory note attached hereto as Exhibit "2" (the "SECURED PROMISSORY NOTE").
 - j. Confession of Judgment. As additional security for the payment of the LOAN AMOUNT and contemporaneously with the execution hereof, BORROWERS shall execute a Confession of Judgment in the amount of \$705,588.50 (Seven Hundred Five Thousand Five Hundred Eighty-Eight Dollars and Fifty Cents), plus future interest through the TERM, past and future attorneys' fees and costs (less credit for all payments made pursuant to this Agreement) which may be immediately filed by LENDER in the event of a DEFAULT in payment by the BORROWERS. Exhibit "3." (the "CONFESSION OF JUDGMENT"). No notice is required to be given to BORROWERS either prior to the DEFAULT or prior to filing of the CONFESSION OF JUDGMENT.
 - i. Upon DEFAULT, the total PAST DUE BALANCE shall become due and payable (less credit for any payments), the INTEREST RATE shall revert back retroactively to the original interest rate of each LOAN (50%) and NOTE, and the LATE FEES and DEFAULT INTEREST RATE shall be reinstated.
5. Financial Statements. BORROWER shall provide monthly financial statements, in such format and detail as requested by LENDER (including but not limited to a work in process) within fifteen (15) days of each month end.
6. Lender's Rights. In addition to any rights granted in the LOAN DOCUMENTS, Lender shall have the additional rights, at Lender's sole discretion to do any of the following:
- b. Accelerate the entire LOAN BALANCE together with all unpaid interest; and/or

CHANGE IN TERMS AGREEMENT | Page - 6 -

LENDER: CCFI 

BORROWERS: BOULEVARD  SUNSET FURNITURE BOUTIQUE  GIZMO 
SS59  SL558  GENESIS  HATARI  FUSION  HIRJI  BROWN,  Y. BROWN 

- c. Lender shall have immediate possession of all of the COLLATERAL of the Borrower as described herein. BORROWER consents to grant possession to LENDER OR LENDER'S authorized representative, and BORROWERS waive any and all defenses that may have been raised, whether in law or in equity.

7. Representations and Warranties of Borrower. Borrower represents and warrants to Lender that the following statements are true and correct as of the Effective date of this Forbearance Agreement:

- a. Consents. The parties have obtained any and all necessary consents, approvals and taken all actions necessary to procure due authorization for the execution and delivery of this Agreement and that the consummation and performance of the terms and conditions contemplated by this Agreement are duly authorized.
- b. Authority to Act. The undersigned parties acknowledge that they have authority to act on behalf of their client or employer in the execution of this Agreement and that such authority to act has been acknowledged by the principal/employer.
- c. Organization, Qualification, and Corporate Power. Borrower is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization. Borrower is duly authorized to conduct business and is in good standing under the laws of each jurisdiction in which the nature of its businesses or the ownership or leasing of its properties requires such qualification. Borrower has full corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it.
- d. Authorization of Transaction. Borrower has full power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be executed and delivered by it in connection with the transactions contemplated hereby and to perform the obligations thereunder.
- e. Enforceability. Assuming due execution and delivery of this Agreement by each Party, and subject to applicable bankruptcy, insolvency, moratorium and similar laws affecting the rights of creditors generally, this Agreement constitutes the valid and legally binding obligations of the parties and enforceable against the parties in accordance with its terms.
- f. Miscellaneous. The representations and warranties of Borrower in this Agreement do not and will not contain any untrue statement of material fact, do not and will not omit to state any material fact required to be stated in order to make the representations, warranties or statements contained herein or therein, in light of the context in which they were made, not misleading.

- g. No Conflicts. Except where such conflict, breach or DEFAULT would not have a material adverse effect on a party's ability to perform its obligations contemplated herein, neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated by this Agreement will not conflict in any respect with, result in a breach of, or constitute a DEFAULT under, any court or administrative order or process, judgment, decree, statute, law, ordinance, rule or regulation or any agreement or commitment to which parties executing the same are party or are subject or bound.
- h. No Promise or Inducement. That no promise or inducement has been offered except as set forth herein, this Agreement is executed without reliance upon any statements or representations by persons or parties released or their representatives concerning the nature and extent of the damages and/or legal liability therefor.
- i. Ratification of Note. Each of the terms of the Note and other Loan Documents are hereby ratified and reaffirmed unconditionally, and shall remain in full force and effect.

j. REPRESENTATIONS. LENDER IS RELYING UPON EACH OF THE MATERIAL REPRESENTATION THAT ARE CONTAINED WITHIN THE BORROWERS' PERSONAL FINANCIAL STATEMENT, WHICH WAS PREPARED BY BORROWERS. BORROWERS REPRESENT AND WARRANT THAT THE REPRESENTATIONS OF BORROWERS IN THIS AGREEMENT, AND THE PERSONAL FINANCIAL STATEMENT DATED AUGUST 2017, PREPARED BY BORROWERS, DO NOT CONTAIN ANY UNTRUE, FALSE OR MISLEADING STATEMENT OF MATERIAL FACT, AND FURTHER, DO NOT OMIT TO STATE ANY MATERIAL FACT REQUIRED TO BE STATED IN ORDER TO MAKE THE REPRESENTATION CONTAINED THEREIN, IN LIGHT OF THE CONTEXT IN WHICH THEY WERE MADE, NOT MISLEADING. SHOULD BORROWERS MISREPRESENT THEIR FINANCIAL SITUATION BY UNDERSTATING ASSETS AND/OR INCOME OR OVERSTATING LIABILITIES, OR PROVIDE ANY UNTRUE, FALSE OR MISLEADING STATEMENT OF MATERIAL FACT, BEEN MADE, OR SHOULD THERE BE ANY OMISSION OF ANY MATERIAL FACT, THEN LENDER SHALL BE ENTITLED, BUT NOT REQUIRED, TO IMMEDIATELY FILE THE CONFESSION OF JUDGMENT AND ENTER JUDGMENT AS SET FORTH ABOVE WHICH INCLUDES THE PAST DUE BALANCE, FUTURE INTEREST, FUTURE LATE FEES, FUTURE ATTORNEYS' FEE AND COSTS. IN THIS EVENT, THE JUDGMENT AMOUNT SHALL BE DEEMED A NON-DISCHARGEABLE DEBT IN ANY BANKRUPTCY FILED BY SETTLING PARTY.

INITIALS: JB

INITIALS: MB

INITIALS: _____

INITIALS: JB

INITIALS: _____

INITIALS: WPS

CHANGE IN TERMS AGREEMENT | Page - 8 -

LENDER: COPI JB

BORROWERS: BOULEVARD MB SUNSET MB FURNITURE BOUTIQUE MB GIZMO MB
 S550 MB SL550 MB GENESIS MB HATARI MB FUSION MB HIRJI MB BROWN MB Y. BROWN MB

INITIALS: _____

INITIALS: _____

INITIALS: _____

INITIALS: _____

8. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their shareholders, subsidiaries, related and affiliated entities, representatives, successors, assigns, and every person (whether natural or artificial), firm, or entity now or previously affiliated with any of the parties hereto, or who may become affiliated with any of the parties hereto in the future.

9. Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed to be an original, and it shall not be necessary for the same counterpart of this Agreement to be signed by all of the parties in order for it to be binding upon all of the parties in accordance with the terms hereof.

10. Entire Agreement/Amendments. This Agreement constitutes the entire agreement and understanding among the parties hereto, and all previous discussions, understandings, representations, promises, negotiations and agreements with respect to the matters included in this Agreement are incorporated into this Agreement and are integrated and are merged herein. This Agreement may not be modified or amended orally. Any addition, deletion, change, amendment or modification of this Agreement must be in writing and signed by all parties hereto.

11. Attorneys' Fees. If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

12. Severability. If any portion or part or provision of this Agreement shall be determined by a court or panel of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain valid and enforceable by the parties hereto to the extent permitted by applicable law.

13. Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and deemed duly given, made and received when (a) personally delivered or (b) three (3) business days after said notice, request, demand and other communication is deposited in U.S. Mail, certified mail, return receipt requested or by overnight mail addressed as follows or at such other addresses as either Party may advise the other from time to time in writing in compliance with this section of this Agreement:

If to the LENDER:

If to BORROWERS:

14. Attorney Representation/Tax Professional. In the negotiation, preparation and execution of this Agreement, each Party has been represented by, or has been afforded the opportunity to consult with an attorney and/or tax professional of such Party's own choosing prior to the execution of this Agreement and has been advised that it is in such Party's best interest to do so. All Parties hereto acknowledge and represent that there may be certain Federal and/or State tax consequences created as a result of entering into this Agreement. The parties have read this Agreement in its entirety and fully understand its terms and provisions. The parties have executed this Agreement freely, voluntarily and without any coercion whatsoever, they accept all terms, conditions and provisions hereof.

15. Governing Law/No Adverse Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The parties agree that this Agreement was prepared by all signatories hereto and their counsel, and in case of ambiguity shall not be construed more strongly against one than against the others. The Parties agree that venue and jurisdiction in any action to enforce this Agreement shall be exclusively within the State or Federal Courts located within Clark County, Nevada.

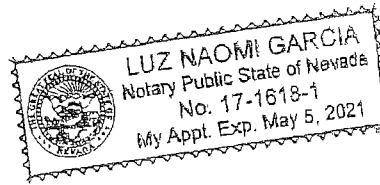
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date above.

[Signatures appear on next two pages]

LENDER:

CANCER CARE FOUNDATION, INC.

By: NAVNEET N. SHARDA
Its: President



BORROWERS:

BOULEVARD FURNITURE INC

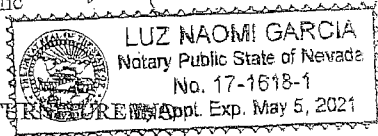
By: SHAFIK BROWN
Its: President

S550 INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public



SUNSET FURNITURE INC

By: _____
Its: _____

SUBSCRIBED AND SWORN to before me
on this _____ Day of August 2017.

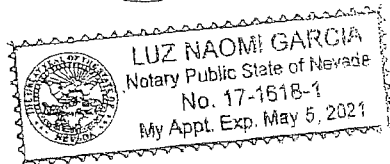
Notary Public

FURNITURE BOUTIQUE LLC

By: SHAFIK BROWN
Its: Managing Member

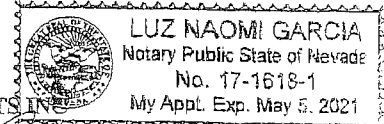
SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public



SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

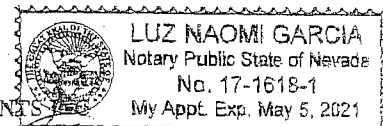


SL550 INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

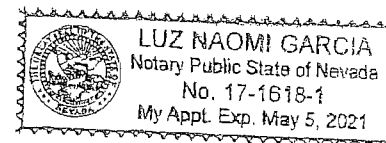


GENESIS INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public



CHANGE IN TERMS AGREEMENT | Page - 11 -

LENDER: CCFI

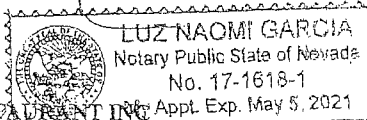
BORROWERS: BOULEVARD FURNITURE INC, SUNSET FURNITURE BOUTIQUE, S550 INVESTMENTS INC., GENESIS INVESTMENTS INC., HATARI FUSION, HIRJI BROWN, Y. BROWN

GIZMO EMPOWERED INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

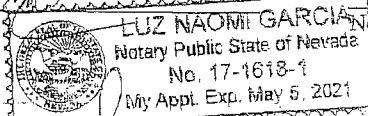


FUSION RESTAURANT INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

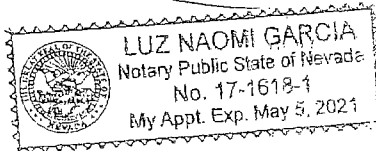


SHAFIK HIRSH

By: SHAFIK HIRSH

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

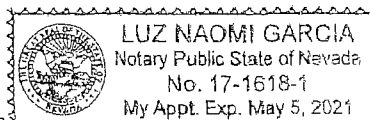


HATARI RESTAURANT & SPORTS BAR LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

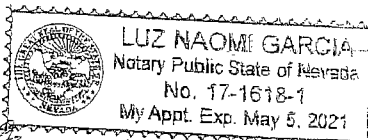


SHAFIK BROWN

By: SHAFIK BROWN

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

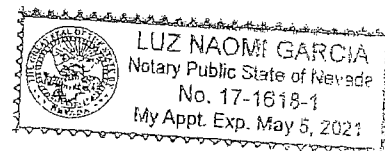


YASMIN BROWN

By: YASMIN BROWN

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public



CHANGE IN TERMS AGREEMENT | Page - 12 -













LENDER: CCFI

BORROWERS: BOULEVARD 14 SUNSET 14 FURNITURE BOUTIQUE 14 GIZMO 14
S550 14 SL550 14 GENESIS 14 HATARI 14 FUSION 14 HIRSH 14 BROWN 14 Y. BROWN 14

EXHIBIT 1
AMORTIZATION CHART

CHANGE IN TERMS AGREEMENT | Page - 13 -

LENDER: CCFI 

BORROWERS: BOULEVARD  SUNSET  FURNITURE BOUTIQUE  GIZMO 
S550  SL550  GENESIS  HATARI  FUSION  HIRJI  BROWN  Y. BROWN 

LOAN AMORTIZATION

Loan Amount \$ 585,000.00
Interest Rate 30%
Loan Date September 1, 2017

25th 2017












SLR 4/12 YPB

PAYMENTS		Balance Forward	Payment	Interest	Ending Balance
1	September 1, 2017	\$ 585,000.00	\$ 6,909.78	\$ -	\$ 578,090.22
3	November 1, 2017	\$ 585,632.69	\$ 6,909.78	\$ 14,640.82	\$ 593,363.73
5	January 1, 2018	\$ 597,833.15	\$ 10,364.67	\$ 14,945.83	\$ 602,414.30
7	March 1, 2018	\$ 607,109.98	\$ 14,625.00	\$ 15,177.75	\$ 607,662.73
9	May 1, 2018	\$ 608,229.30	\$ 14,625.00	\$ 15,205.73	\$ 608,810.04
11	July 1, 2018	\$ 609,405.29	\$ 14,625.00	\$ 15,235.13	\$ 610,015.42
13	September 1, 2018	\$ 610,640.80	\$ 14,625.00	\$ 15,266.02	\$ 611,281.82
15	November 1, 2018	\$ 611,938.87	\$ 14,625.00	\$ 15,298.47	\$ 612,612.34
17	January 1, 2019	\$ 613,302.65	\$ 14,625.00	\$ 15,332.57	\$ 614,010.22
19	March 1, 2019	\$ 614,735.47	\$ 14,625.00	\$ 15,368.39	\$ 615,478.86
21	May 1, 2019	\$ 616,240.83	\$ 14,625.00	\$ 15,406.02	\$ 617,021.85
23	July 1, 2019	\$ 617,822.40	\$ 14,625.00	\$ 15,445.56	\$ 618,642.96
25	September 1, 2019	\$ 619,484.03	\$ 14,625.00	\$ 15,487.10	\$ 620,346.13
27	November 1, 2019	\$ 621,229.78	\$ 14,625.00	\$ 15,530.74	\$ 622,135.53
29	January 1, 2020	\$ 623,063.92	\$ 14,625.00	\$ 15,576.60	\$ 624,015.51
31	March 1, 2020	\$ 624,990.90	\$ 14,625.00	\$ 15,624.77	\$ 625,990.68
33	May 1, 2020	\$ 627,015.44	\$ 14,625.00	\$ 15,675.39	\$ 628,065.83
35	July 1, 2020	\$ 629,142.47	\$ 14,625.00	\$ 15,728.56	\$ 630,246.04
37	September 1, 2020	\$ 631,377.19	\$ 14,625.00	\$ 15,784.43	\$ 632,536.62
39	November 1, 2020	\$ 633,725.03	\$ 14,625.00	\$ 15,843.13	\$ 634,943.16
41	January 1, 2021	\$ 636,191.74	\$ 14,625.00	\$ 15,904.79	\$ 637,471.53
43	March 1, 2021	\$ 638,783.32	\$ 14,625.00	\$ 15,969.58	\$ 640,127.90
45	May 1, 2021	\$ 641,506.10	\$ 14,625.00	\$ 16,037.65	\$ 642,918.75
47	July 1, 2021	\$ 644,366.72	\$ 14,625.00	\$ 16,109.17	\$ 645,850.89
48	September 1, 2021	\$ 647,372.15	\$ 14,625.00	\$ 16,183.30	\$ 648,930.45

EXHIBIT 2
SECURED PROMISSORY NOTE


CHANGE IN TERMS AGREEMENT | Page - 14 -

LENDER: CCFI 

BORROWERS: BOULEVARD  SUNSET FURNITURE BOUTIQUE  GIZMO 
S550  SL550  GENESIS  HATARI  FUSION  HIRTI  BROWN  Y. BROWN 

SECURED PROMISSORY NOTE

Principal Amount: \$585,000.00

Sept, 2017 

FOR VALUE RECEIVED, this Secured Promissory Note ("NOTE") is entered into this 1 day of ~~August~~ *Sept*, 2017 (the "Effective Date") by and between Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd., Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein "GIZMO"), S550 Investments Inc. a Nevada corporation (herein "S550"), SL550 Investments, Inc., a Nevada corporation ("SL550"), Genesis Investments, Inc., a Nevada corporation ("GENESIS"), Hatari Restaurant & Sports Bar, LLC, a Nevada limited liability company ("HATARI"), Fusion Restaurant, Inc. a Nevada corporation ("FUSION"), Shafik Hirji, an individual (herein "HIRJI") and Shafik Brown, an individual (herein "BROWN") and Yasmin Brown, an individual ("Y. BROWN") (collectively "BORROWER(S)") on the one hand, hereby jointly and severally promise(s) to pay to the order of Cancer Care Foundation, Inc. a Nevada corporation (herein "LENDER") on the other hand, with a principal place of business at 3509 E. Harmon Ave, Las Vegas, Nevada 89121, in United States Currency the principal sum in the amount of \$585,000.00 (Five Hundred Eighty Five Thousand Dollars) payable each and every month in lawful money of the United States beginning on the 1st day of September 2017, in monthly installments as set forth herein and continuing thereafter until August 1, 2021 with a BALLOON PAYMENT due on September 1, 2021, or until said principal has been paid in full, together with interest accruing on the unpaid balance at the annual fixed rate of thirty (30%) percent on the unpaid outstanding principal balance.

Each may be referred to individually as "Party" or collectively as "Parties" herein.

RECITALS

WHEREAS, both parties desire to enter into this Agreement which provides for a loan from the Lender to BORROWERS in the amount of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars)) (i) the terms and conditions upon which BORROWERS shall pay Lender; (ii) the terms and conditions under which BORROWERS will be legally bound to Lender.

NOW, THEREFORE, in exchange for the valuable consideration described below, the mutual obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECURED PROMISSORY NOTE | PAGE 1

BORROWERS: BOULEVARD *HL* SUNSET *HL* FURNITURE BOUTIQUE *HL* GIZMO *HL* S550 *HL* SL550 *HL* GENESIS *HL*
HATARI *HL* FUSION *HL* HIRJI *HL* BROWN *HL* Y. BROWN *HL*

Sept 1 2017 S M H YPS
1. Loan. On August, 2017, Lender entered into a Change in Terms Agreement with BORROWERS in the amount of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars)) ("LOAN BALANCE"). BORROWERS agree to repay the current balance due on the Loan as follows:

- a. Loan Balance. The PAST DUE BALANCE shall be modified from \$707,588.50 (Seven Hundred Five Thousand Five Hundred Eighty-Eight Dollars and Fifty Cents)(the "PAST DUE BALANCE") and reduced to a new principal balance due in the amount of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars) (the "LOAN BALANCE") on the condition that all future Monthly Payments are timely paid on the Monthly Payment Due Date with valid and sufficient funds.
- b. Term. The LOAN TERM shall be modified from that stated in each of the LOAN DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on September 1, 2017.
- c. Maturity Date. The maturity date of each of the LOANS shall be modified to September 1, 2021 (the "MATURITY DATE"). On the MATURITY DATE, all unpaid principal, interest, late fees, interest late fees shall become due and payable (the "BALLOON PAYMENT").
- d. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is paid full. Should BORROWERS DEFAULT or not timely make each of their MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back to the original interest rate of fifty (50%) percent retroactively.
- e. Payment. The LOAN BALANCE of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars) shall be repaid in forty-eight (48) monthly payments of interest only as follows (See Exhibit "1" attached to the CHANGE IN TERMS AGREEMENTS as "AMORTIZATION CHART"):

- a. THREE (3) MONTHLY PAYMENTS of \$6,909.78. The initial MONTHLY PAYMENT shall be due on September 1, 2017 (the "INITIAL PAYMENT") in the amount of (Six Thousand Nine Hundred Nine Dollars and Seventy-Eight Cents) and two (2) additional MONTHLY PAYMENTS of payments in the amount of \$6,909.78 due on the first (1st) day of each month thereafter;
- b. THREE (3) MONTHLY PAYMENTS of \$10,364.67. BORROWERS shall pay three (3) MONTHLY PAYMENTS OF \$10,364.67 commencing on December 1, 2017 and on the first (1st) day of each month thereafter;

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BORROWERS: BOULEVARD 42 SUNSET 42 FURNITURE BOUTIQUE 42 GIZMO 42 S550 42 SL550 42 GENESIS 42
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- 25th, 2018 () HZ YPB
- c. FORTY-TWO (42) MONTHLY PAYMENTS of \$14,625.00. Thereafter, commencing on March 4, 2018, in month seven (7), BORROWERS shall make forty-two MONTHLY PAYMENTS in the amount of \$14,625.00 (Fourteen Thousand Six Hundred Twenty-Five Dollars) and due on the first (1st) day of each month thereafter (collectively the "MONTHLY PAYMENT"); 25th HZ YPB
- d. BALLOON PAYMENT. At the MATURITY DATE, BORROWERS shall pay all unpaid principal, interest, late fees and other charges due which is currently estimated in the amount of \$663,556.46. 25th HZ YPB
- e. Each MONTHLY PAYMENT shall be due on the 1st day of each month (the "MONTHLY PAYMENT DUE DATE"). Each Monthly Payment shall be via certified check made payable to LENDER at LENDER'S address or to such other payee or address as directed by the LENDER.
- f. Payments will be applied to finance charges first, then to unpaid principal, then to late charges and any other charges incurred pursuant to this Note. The annual Interest Rate is calculated based upon a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.
- g. Each Monthly Payment shall be via check made payable to LENDER at LENDER'S address or to such other payee or address as directed by the LENDER.
- f. Default. If BORROWERS fail to make any MONTHLY PAYMENT or the INITIAL PAYMENT by 5:00 p.m. on the MONTHLY PAYMENT DUE DATE, then BORROWERS will be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys' fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of Judgment, less credit for any payments made with valid and sufficient funds. The Parties also expressly agree that upon timely repayment of the LOAN BALANCE, that the Confession of Judgment shall be immediately destroyed and no longer have any legal force and effect.

2. Security Interest. As security, BORROWERS hereby grant to Lender a continuing security interest in all assets of BORROWERS and Purrfect Auto Service #515 owned by S550 Investments, Inc, and Purrfect Auto Service #14, USA Auto Service #3 and #4 owned by GIZMO, which includes the A/R, Inventory, Cash, Furniture and Fixtures, and every other asset which are represented to be free and clear in title and those assets which may be partially encumbered. Until

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BORROWERS: BOULEVARD 42 SUNSET 42 FURNITURE BOUTIQUE 42 GIZMO 42 S550 42 SL550 42 GENESIS 42
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payment in full is received, Lenders shall have, and always be deemed to have, a continuing security interest in all the assets of BORROWERS:

(a) All equipment and fixtures, as defined in the Uniform Commercial Code (the "Uniform Commercial Code") and all machinery, tools, parts, furniture, furnishings, motor vehicles and other personal property, tangible or intangible, presently owned or hereafter acquired by the BORROWERS, together with all additions and accessions thereto and substitutions and replacements therefor (herein, collectively "Equipment"), and all products and proceeds (including insurance and condemnation proceeds) thereof;

(b) All inventory and goods as defined in the Uniform Commercial Code whether presently owned or hereafter acquired, including, without limitation, all inventory in the possession of others or in transit, all goods held for sale or lease or to be furnished under contracts for service or which have been so furnished, automobiles, vehicles, raw materials, work in process, and materials used or consumed or to be used or consumed in the business of the BORROWERS, and completed and unshipped merchandise (herein, collectively, "Inventory"), and all products and proceeds (including insurance and condemnation proceeds) of the foregoing;

(c) All accounts, chattel paper, instruments, documents and all other forms of obligations at any time owing to the BORROWERS, including those now existing and those hereafter arising or coming into existence, and including, without limitation, all rights of payment for goods sold or leased or services rendered, all rights of payment under contracts whether or not currently due or not yet earned by performance and accounts receivable arising or to arise therefrom, and all rights of the BORROWERS in and to the goods represented thereby including returned and repossessed goods, and all rights the BORROWERS may have or acquire for securing or enforcing the foregoing, including, without limitation, all guaranties, collateral, liens on or security interest in real or personal property, leases, letters of credit, the rights to reserves, deposits, choses in action, judgments or insurance proceeds together with all customer lists, books and records, ledger and account cards, computer tapes, computer software, disks, printouts and data processing records, now existing or hereafter created, and all other property evidencing or relating to Collateral (herein, collectively "Accounts"), and all products and proceeds of all of the foregoing;

(d) All of Borrower's general intangibles, now existing or hereafter owned or acquired, including, but not limited to, interests in limited partnerships or other entities in which a security interest may be obtained under the Uniform Commercial Code, trade names, trade processes, trade secrets, copyrights, patents, patent applications, trademarks, trademark registrations and applications therefor, licenses, franchises, tax refunds, customer lists, the name and goodwill of Borrower's business, and all tax refunds and/or tax rebates (herein, collectively "General Intangibles"), and all proceeds of any of the foregoing;

(e) All books and records relating to the conduct of Borrower's business (herein,

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BORROWERS: BOULEVARD 12 SUNSET 12 FURNITURE BOUTIQUE 12 GIZMO 12 S550 12 SL550 12 GENESIS 12
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collectively, "Books and Records ");

(f) All deposit accounts maintained by the BORROWERS with the Bank or other bank, trust company, investment firm or fund or any similar institution or organization (herein, collectively "Deposit Accounts "), and the proceeds thereof;

(g) Any deposits, credits, securities, interests, participations, shares, collateral or property of the BORROWERS at any time now or thereafter in the possession, custody, safekeeping or control of or in transit to the Bank and the proceeds thereof (the "Deposits and Securities "). The foregoing is hereinafter collectively the "Collateral."

3. Borrower's Representations and Warranties and Covenant. The BORROWERS represent and warrant to, and covenants with, the Secured Party as follows:

(a) The BORROWERS have full right, power and authority to execute and deliver this Security Agreement and to grant the security interest in the Collateral as provided herein.

(b) The execution, delivery and performance of this Security Agreement has been duly authorized by all necessary corporate action.

(c) This Security Agreement has been duly executed and delivered by the BORROWERS and constitutes the legal, valid and binding obligation of the BORROWERS enforceable against the BORROWERS in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws from time to time in effect affecting creditor's rights generally and by principles governing the availability of equitable remedies, and the grant of the security interest in the Collateral existing on the date hereof constitutes, and, as to subsequently acquired Collateral, will constitute, a valid and perfected first and prior security interest, superior to the rights of any other person, in and to the Collateral.

(d) Debtor will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of Secured Party.

(e) Debtor shall keep the Collateral at all times insured against risks of loss or damage by fire (including so called extended coverage), theft and such other casualties as Secured Party may reasonably require, including collision in the case of any motor vehicles, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as Secured Party may approve, losses in all cases to be payable to Secured Party and Debtor as their interests may appear. All policies of insurance shall provide that Secured Party's interest therein shall not be invalidated by the act, omission or neglect of anyone other than Secured Party and for at least ten days' prior written notice of cancellation to Secured Party. Debtor shall furnish Secured Party with certificates of such insurance or other evidence satisfactory to Secured Party, as to compliance with the provisions of this paragraph. Secured Party may act as attorney for Debtor in making, adjusting and settling claims under and cancelling such insurance and endorsing Debtor's name on any drafts drawn by insurers of the Collateral.

(f) Debtor will keep the Collateral free from any adverse lien, security interest or

SECURED PROMISSORY NOTE | PAGE 5
BORROWERS: BOULEVARD UNSET FURNITURE BOUTIQUE GLZMQ S550 SL550 GENESIS HATARI FUSION HIRJI BROWN, Y. BROWN

encumbrance and in good order and repair, shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon.

4. Events of Default. Debtor shall be in default under this agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment or performance of any of the Obligations or of any covenants or liabilities contained or referred to herein or in any of the Obligations; (b) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (d) dissolution, termination of existence, filing by Debtor or by any third party against Debtor of any petition under any Federal bankruptcy statute, insolvency, business failure, appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by, Debtor; or (e) the occurrence of an event of default in any agreement between Debtor and/or Secured Party.

5. Remedies. UPON DEFAULT AND AT ANY TIME THEREAFTER, SECURED PARTY MAY DECLARE ALL OBLIGATIONS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE AND SHALL HAVE THE REMEDIES OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE, including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Debtor can give authority therefore, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code); and the Secured Party shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Debtor's right of redemption in satisfaction of the Debtor's Obligations as provided in the Uniform Commercial Code. Secured Party without removal may render the Collateral unusable and dispose of the Collateral on the Debtor's premises. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party for possession at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor at least 5 days' 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 reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least ten days before the time of the sale or disposition. Secured Party may buy at any public sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorney's fees and legal expenses incurred by Secured Party, shall be applied in satisfaction of the Obligations secured hereby. The Secured Party will account to the Debtor for any surplus realized on such disposition and the Debtor shall remain liable for any deficiency.

The remedies of the Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code shall not be construed

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HATARI 42 FUSION 42 HIRUK 42 BROWN 42 Y. BROWN 42

as a waiver of any of the other remedies of the Secured Party so long as any part of the Debtor's Obligation remains unsatisfied.

6. Power of Attorney. The BORROWERS hereby constitute and appoint the Secured Party its attorney in fact for the purpose of carrying out the provisions of this Security Agreement and taking any action and executing any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest.

8. Notices. All notices, requests, or other communications (excluding invoices) under this Agreement will be in writing and transmitted via overnight courier, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. The parties agree that all provisions of the Non-Disclosure Agreement executed by and between the parties shall also govern the execution of this Term Sheet.

LENDER

BORROWERS

9. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their shareholders, subsidiaries, related and affiliated entities, representatives, successors, assigns, and every person (whether natural or artificial), firm, or entity now or previously affiliated with any of the parties hereto, or who may become affiliated with any of the parties hereto in the future.

10. Counterparts. This Agreement may be executed by the parties in one or more counterparts and/or may be executed via facsimile, each of which shall be deemed to be an original.

11. Attorneys' Fees & Costs. If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

12. Entire Agreement/Amendments. This Agreement constitutes the entire agreement and understanding among the parties hereto, and all previous discussions, understandings, representations, promises, negotiations and agreements with respect to the matters included in this Agreement are incorporated into this Agreement and are integrated and are merged herein. This Agreement may not be modified or amended orally. Any addition, deletion, change, amendment or modification of this Agreement must be in writing and signed by all parties hereto.

13. Severability. If any portion or part or provision of this Agreement shall be determined by a court or panel of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain valid and enforceable by the parties hereto to the extent permitted by

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applicable law.

14. Governing Law/No Adverse Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any disputes arising hereunder shall be filed in any State Court sitting within the County of Clark, Nevada.

IN WITNESS WHEREOF, the undersigned have executed the above and foregoing Agreement upon the day and year first written above.

[Signatures appear on next two pages]

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BORROWERS: BOULEVARD 44 SUNSET 44 FURNITURE BOUTIQUE 44 GIZMO 44 S550 44 SL550 44 GENESIS 44
HATARI 44 FUSION 44 HIRJI 44 BROWN 44 Y. BROWN 44

ACCEPTED BY:

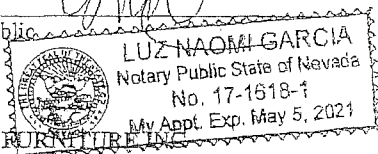
BORROWERS:

BOULEVARD FURNITURE INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public



SUNSET FURNITURE INC.

By: _____
Its: _____

SUBSCRIBED AND SWORN to before me
on this _____ Day of August 2017.

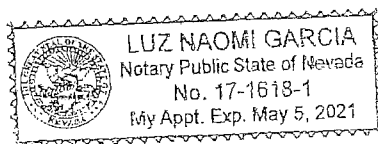
Notary Public

FURNITURE BOUTIQUE LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

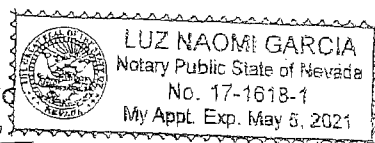


S550 INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

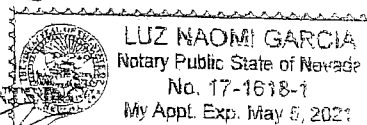


SL550 INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

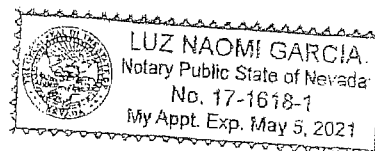


GENESIS INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public



SECURED PROMISSORY NOTE | PAGE 9

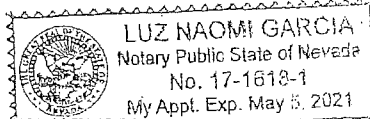
BORROWERS: BOULEVARD SL SUNSET SL FURNITURE BOUTIQUE SL GIZMO SL S550 SL SL550 SL GENESIS SL
HATARI SL FUSION SL HIRJI SL BROWN SL Y. BROWN SL

GIZMO EMPOWERED INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

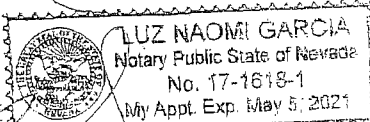


FUSION RESTAURANT INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

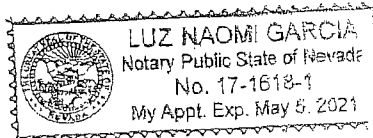


SHAFIK HIRJI

By: SHAFIK HIRJI

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

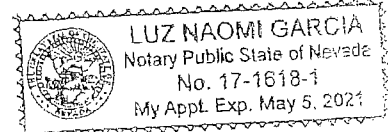


HATARI RESTAURANT & SPORTS BAR LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

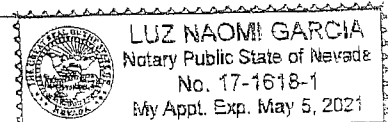


SHAFIK BROWN

By: SHAFIK BROWN

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

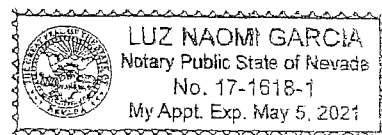


YASMIN BROWN

By: YASMIN BROWN

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

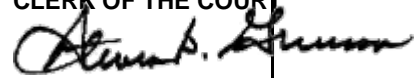


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DOCUMENT “32”

DOCUMENT “32”



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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

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

Plaintiffs,

vs.

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

Defendants.

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

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counterdefendant.

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

Counter-Claimants,

vs.

STEVEN BARKET, an individual,

Counter-Defendant.

**Appendices for Defendants' Opposition
to Defendant/Counterclaimants'
Motion for Clarification, and/or in the
Alternative, Motion for Relief,
Reconsideration, and/or to Alter or
Amend (Volume IV of VIII)**

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

12 **(Volume IV of VIII)**

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, and hereby submit their Appendices for
16 Defendants' Opposition to Counterclaimants' Motion for Clarification, and/or in the Alternative,
17 Motion for Relief, Reconsideration, And/or to Alter or Amend Judgment:

18 **TABLE OF CONTENTS**

19 **VOLUME I**

<u>EXHIBIT</u>	<u>TITLE/DESCRIPTION</u>	<u>DOC NOS.</u>
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2.	Cancer Care's first confession of judgment, secured promissory note and security agreement;	9-26
3.	Ahders' confessioin of judgment, secured promissory note and security agreement;	27-43
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11.	Trata's second confession of judgment, secured promissory note and security agreement;	113-128
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14.	Declaration of Michael Mazur;	138-142
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17.	Cancer Care CIT Agreement;	214-247
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18.	Trata CIT Agreement;	248-281
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21.	Cancer Care and Trata Assignments;	321-322
22.	October 17, 2017 Correspondence re: notice of transfer;	323-327
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28.	photos taken during December 22, 2017 execution with publication from Steve Barket on his website shafikhirji.com;	350-358
29.	See Trata's Acknowledgment of Assignment of Judgment;	359-361
30.	Certified Records from Nevada Secretary of State for Brooklyn Asset Management, LLC;	362-371
31.	Account Transaction Details with Checks;	372-376
32.	Ahders' Notice of Entry of Order;	377-381
33.	Declaration of Teletha Zupan, Esq.;	382-383
34.	November 25, 2019 Correspondence re: demand;	384-385
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36.	Ahders Notice of Entry of Order;	403-406
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43.	shadyshafik.com website	614-619
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45.	danielmarksexamined.com website	628-646
46.	Declaration of Michael Ahders	647-649
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50.	Sharda and Trata's Disclosure of Witnesses and Documents Pursuant to NRCP 16.1	677-681
51.	October 29, 2020 Notice of Constable's Sale of Real and Personal Property	682-686
52.	November 20, 2020 correspondence to constable	687-694

DATED this 11th day of January, 2021.

LAW OFFICE OF DANIEL MARKS

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*Attorney for Defendant/Counterclaimants
Navneet Sharda and Trata, Inc.*

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EXHIBIT “18”

Trata CIT Agreement

Steven D. Grierson

COJ

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

A-17-763995-C

TRATA, INC. a Nevada corporation,

) Case No.:

Plaintiff,

) Dept. No.:

Department 6

vs.

CONFESSION OF JUDGMENT

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

Defendants.

CONFESSION OF JUDGMENT

BOULEVARD FURNITURE INC, a Nevada corporation; SUNSET FURNITURE INC, a Nevada corporation; FURNITURE BOUTIQUE LLC, a Nevada limited liability company; GIZMO EMPOWERED INC., a Nevada corporation; S550 INVESTMENTS INC., a Nevada corporation; SL550 INVESTMENTS INC, a Nevada corporation; GENESIS INVESTMENTS INC, a Nevada corporation; HATARI RESTAURANT & SPORTS BAR LLC, a Nevada limited liability company; FUSION RESTAURANT INC, a Nevada corporation; SHAFIK HIRJI, an individual; SHAFIK BROWN, an individual; YASMIN BROWN, an individual; the Defendants

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BOULEVARD /s/ SUNSET /s/ FURNITURE BOUTIQUE /s/ GIZMO /s/

S550 /s/ SL550 /s/ GENESIS /s/ HATARI /s/ FUSION /s/ HIRJI /s/ BROWN /s/ Y. BROWN /s/

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1 in the above-entitled matter (hereinafter collectively "DEFENDANTS"), hereby Confess
2 Judgment in the above-entitled matter in favor of Plaintiff, TRATA, INC., a Nevada corporation
3 in the sum of \$3,582,105.99 (Three Million Five Hundred Eighty-Two Thousand One Hundred
4 Five Dollars and Ninety Nine Cents) and authorize entry of Judgment against DEFENDANTS,
5 jointly and severally, in that sum, (less credit for any payments received by TRATA, INC.
6 pursuant to the Change in Terms Agreement) which is further discussed below. This Confession
7 of Judgment arises out of the following factual situation:

8
9 **I. SUMMARY OF FACTS.**

10 1. On January 20, 2017, PLAINTIFF and DEFENDANTS entered into a written
11 secured loan agreement, secured promissory note, written security agreement and confession of
12 judgment, wherein Plaintiff, TRATA, INC. provided a loan to SUNSET FURNITURE INC.
13 SHAFIK HIRJI, and SHAFIK BROWN, in the original principal amount of \$1,000,000.00 (One
14 Million Dollars)("Loan No. 1").

15 2. On March 15, 2017, PLAINTIFF AND DEFENDANTS entered into a second
16 written secured loan agreement, secured promissory note, written security agreement and
17 confession of judgment, wherein Plaintiff, TRATA, INC. provided a loan to BOULEVARD
18 FURNITURE INC, SHAFIK HIRJI, and SHAFIK BROWN, in the original principal amount of
19 \$200,000.00 (One Hundred Thousand Dollars) ("Loan No. 2");

20 3. The DEFENDANTS defaulted on the payments pursuant to the terms of the written
21 secured loan agreement, secured promissory note, written security agreement and confession of
22 judgment for Loan No. 1 and Loan No. 2; *BSN*

23 4. On ~~August 27~~ ^{Sept 1 2017}, 2017, the parties entered into a CHANGE IN TERMS
24 AGREEMENT, whereby DEFENDANTS and PLAINTIFF agreed to modify the payment terms
25 of each of the LOANS, extend the Maturity Date, adjust the interest rates and amend the
26 repayment schedule to make certain payments (the "Change in Terms Agreement"). A true and
27 correct copy is attached hereto as Exhibit "1" and incorporated herein by this reference.
28

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BOULEVARD *SL* SUNSET *SL* FURNITURE BOUTIQUE *SL* GIZMO *SL*
S550 *SL* SL550 *SL* GENESIS *SL* HATARI *SL* FUSION *SL* HIRJI *SL* BROWN *SL* Y. BROWN *SL*

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