IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Aug 02 2021 05:50 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

NAVNEET SHARDA, an individual; TRATA INC., a Nevada corporation, Appellants, v. STEVEN BARKET, an individual, et al. Respondents.	Appeal No.: 82360 Nature of Proceedings: Appeal Court below: Eighth Judicial District Court of Nevada, Case No.: A-17-756274-C

JOINT APPENDIX
(Vol. IX of XI)
(JA001732-JA001950)

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Docket 82360 Document 2021-22453

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SHAFIK BROWN and FURNITURE
BOUTIQUE

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		and/or to Alter or Amend Judgment		
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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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Attorneys for SHAFIK HIRJI, SHAFIK BROWN
and FURNITURE BOUTIQUE

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

DOCUMENT “33”

DOCUMENT “33”

Electronically Filed
1/11/2021 5:51 PM
Steven D. Grierson
CLERK OF THE COURT

APPX
LAW OFFICE OF DANIEL MARKS
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(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,

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.
_____/

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

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 V of VIII)

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

MICHAEL AHDERS, an individual,

Plaintiff,

vs.

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

Defendants.
_____/

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

(Volume V of VIII)

COMES NOW the Defendants, Boulevard Furniture, Inc.; Furniture Boutique, LLC, Shafik Hirji; and Shafik Brown by and through their counsel, Daniel Marks, Esq., and Teletha L. Zupan, Esq., of the Law Office of Daniel Marks, and hereby submit their Appendices for Defendants' Opposition to Counterclaimants' Motion for Clarification, and/or in the Alternative, 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

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

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 11th day of January, 2021, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted a true and correct copy of the above and foregoing **APPENDICES FOR DEFENDANTS' OPPOSITION TO COUNTERCLAIMANTS' MOTION FOR CLARIFICATION, AND/OR IN THE ALTERNATIVE, MOTION FOR RELIEF, RECONSIDERATION, AND/OR TO ALTER OR AMEND JUDGMENT** by way of Notice of Electronic Filing provided by the court mandated E-file & Serve system to the following:

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

Michael R. Mushkin, Esq.
6070 S. Eastern Ave., Ste. 270
Las Vegas, Nevada 89119
Attorney for Plaintiffs, Steven Barket and G65 Ventures, LLC

Karen Ross, Esq.
2275 Corporate Circle, Ste. 160
Henderson, Nevada 89074
Attorney for Defendant/Counterclaimants Navneet Sharda and Trata, Inc.

/s/ Teletha Zupan
An employee of the
LAW OFFICE OF DANIEL MARKS

EXHIBIT "27"

Affidavit of Shafik Hirji dated December 26, 2017

AFFIDAVIT OF SHAFIK HIRJI

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

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

1. I am a Defendant in this matter and I make this Affidavit based upon my personal knowledge and in support of the Reply to Motion to Vacate the Judgment Entered on November 1, 2017 pursuant to NRCP 60(b), and am competent to testify as to the matters set forth herein.

2. In the morning on December 22, 2017, Michael Mazur appeared at my house with the Las Vegas Constable and Steven Barket to execute a Writ of Execution and seize various items. Mr. Barket videotaped as the execution on the writ. Mr. Barket laughed as he told me that he owns Brooklyn Asset Management, LLC.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

SHAFIK HIRJI

SUBSCRIBED and SWORN to before me
this 26 day of December, 2017.

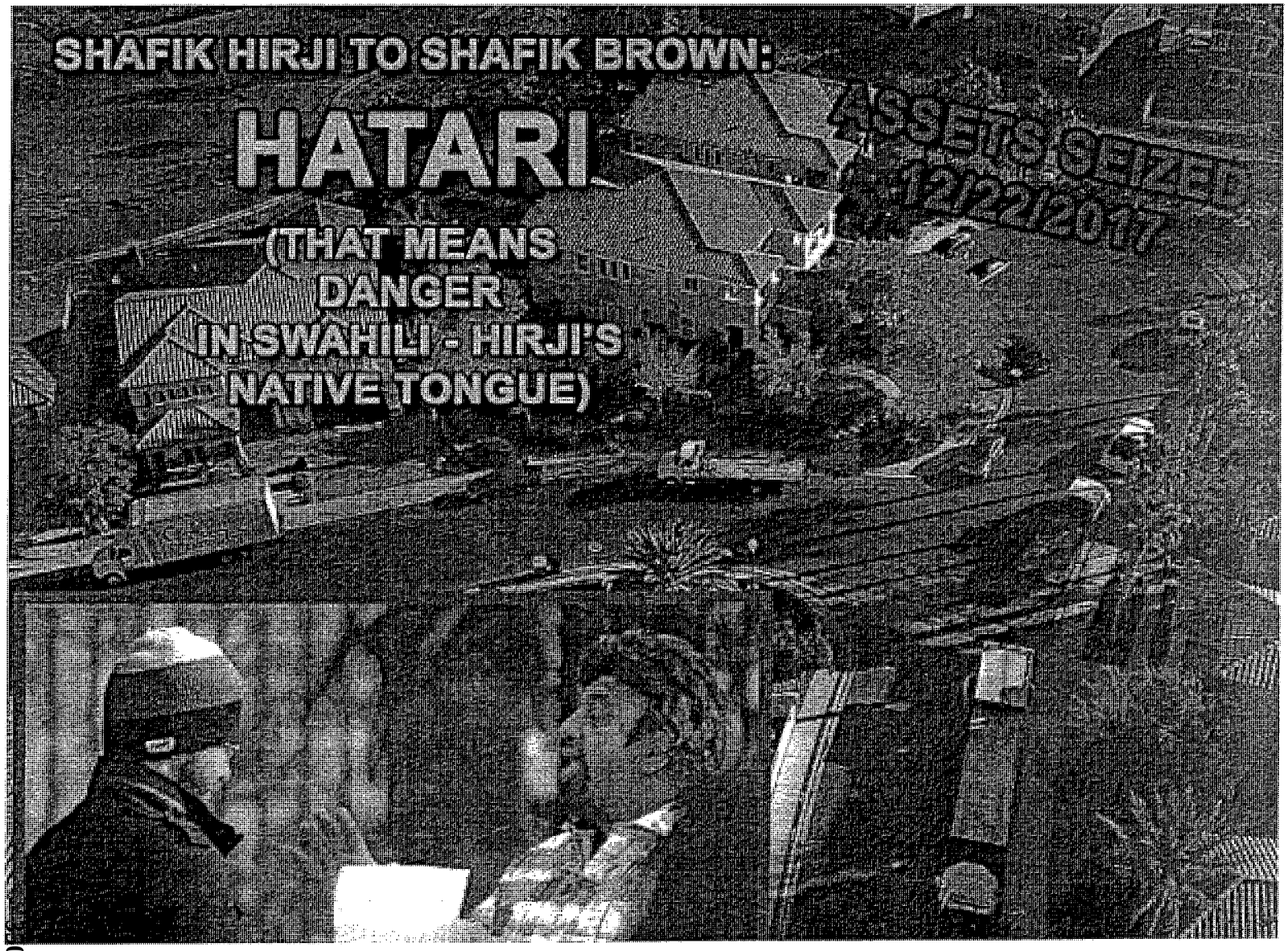
GLENDA GUO
Notary Public State of Nevada
No. 99-58298-1
My Appt. Exp. Jan. 20, 2018

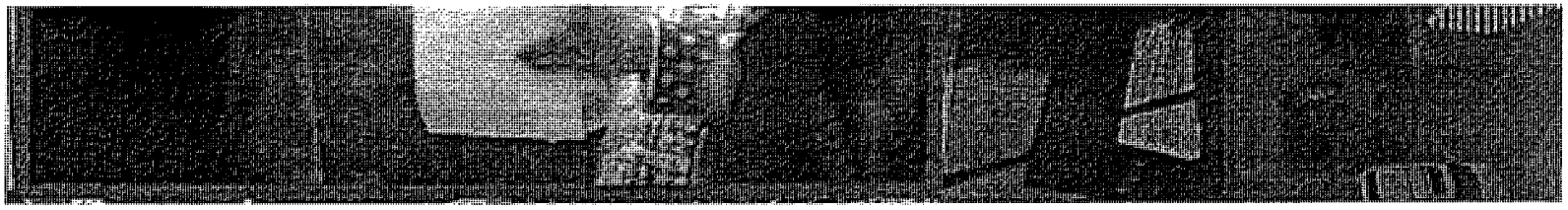
NOTARY PUBLIC in and for said
COUNTY and STATE

EXHIBIT "28"

photos taken during December 22, 2017
execution with publication from Steve Barket
on his website shafikhirji.com

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





Author: Steve | December 29, 2017 | 0 Comments

Uncategorized

Boys, get the point: I'm not afraid of the continuing and recent threats that have been made to me directly and indirectly. They are nothing more than the reflection of the stupidity of Shafik Hirji and his merry band of morons. Take for example, Jayme Chitamin who threatened me in a District Court proceeding and tried videotaping me with his cell phone in front of a judge and with my lawyer present.

Jayme Chitamin wasn't laughing when the District Court judge's marshal confiscated his phone in the court room. Another example of stupidity. Take a look at this write up about his arrest record.

As they say, a picture is worth a thousand words. When Shafik saw me standing in front of his house the day his assets were seized, he nearly soiled his pants. Shafik Hirji has brought this all upon himself and to his doorstep by his own shady and sleazy actions. He has been able thoughout the years to bully and intimidate people and ignoring judgments and other legal documents and proceedings. I am not backing down. I am not going away.

Shafik Hirji was able to cheat the state of Nevada out of more than $300,000 in judgments and completely ignored the permanent injunction issued by the Nevada Attorney General's office by using nominees like Alyssa Hirji, Shafik Brown, Yasmin Brown, Rahim Hirji and Devin Neudeck.

The message must have gone through loud and clear to Rahim Hirji, at least as seen in the document below. He raced to the courthouse to homestead his house (see document below) on the same day that the house his father lives in was visited by law enforcement and assets seized.

Inst #: 20171222-0002235
Fees: $40.00
12/22/2017 01:00:16 PM
Receipt #: 3280568

DECLARATION OF HOMESTEAD

Requestor:
RAHIM HIRJI
Recorded By: BGN Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

Assessor's Parcel Number (APN):
176-25-611-049 or
Assessor's Manufactured Home ID Number:

Recording Requested by and Mail to:
Name: Rahim Hirji
Address: [redacted]
City/State/Z[redacted]

Check One:
☐ Married (filing jointly) ☐ Married (filing individually)
☐ Widowed ☒ Single Person ☐ Multiple Single Persons ☐ Head of Family
☐ By Wife (filing for joint benefit of both) ☐ By Husband (filing for joint benefit of both)
☐ Other (describe): _____

Check One:
☒ Regular Home Dwelling/Manufactured Home ☐ Condominium Unit ☐ Other

Name on Title of Property:
Rahim Hirji
do individually or severally certify and declare as follows:
Rahim Hirji
is/are now residing on the land, premises (or manufactured home) located in the city/town of Las Vegas, County of Clark, State of Nevada, and more particularly described as follows: (set forth legal description and commonly known street address or manufactured home description)
[redacted]

I/We claim the land and premises hereinabove described, together with the dwelling house thereon, and

its appurtenances, or the described manufactured home as a Homestead.

In witness, Whereof, I/we have hereunto set my hand/our hands this 22 day of December, 2017.

Signature

Rahim Hirji

Print or type name here

Signature

Print or type name here

STATE OF NEVADA, COUNTY OF Clark This instrument was acknowledged before me on 12.22.17 (date)

By Rahim Hirji

Person(s) appearing before notary

By

Person(s) appearing before notary

Marcia Hungerford

Signature of notarial officer

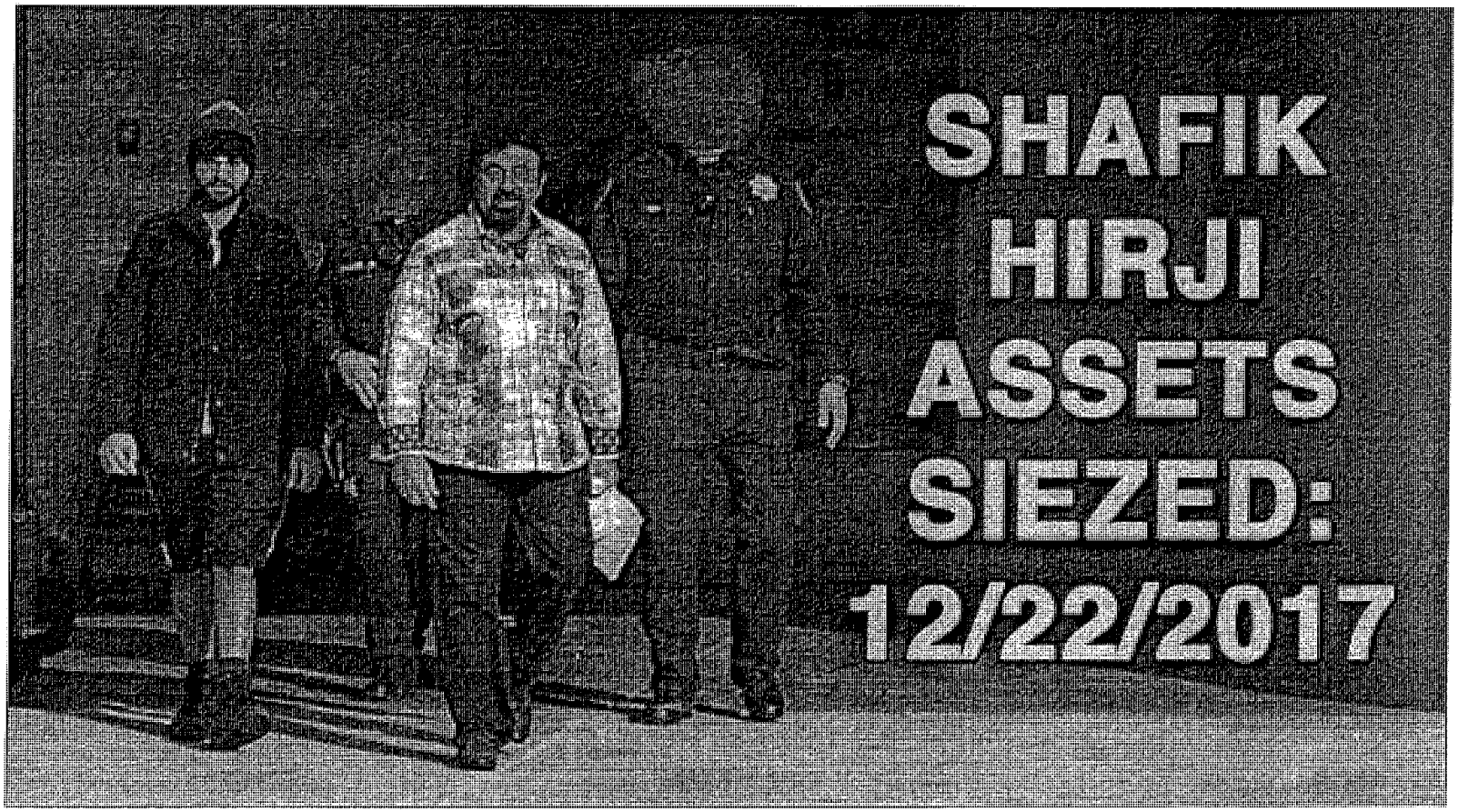
Notary Seal

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

CONSULT AN ATTORNEY IF YOU DOUBT THIS FORM FITS YOUR PURPOSE.
NOTE: Do not write in 1-inch margin. *Rev.Feb 2010*

← Previous post

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

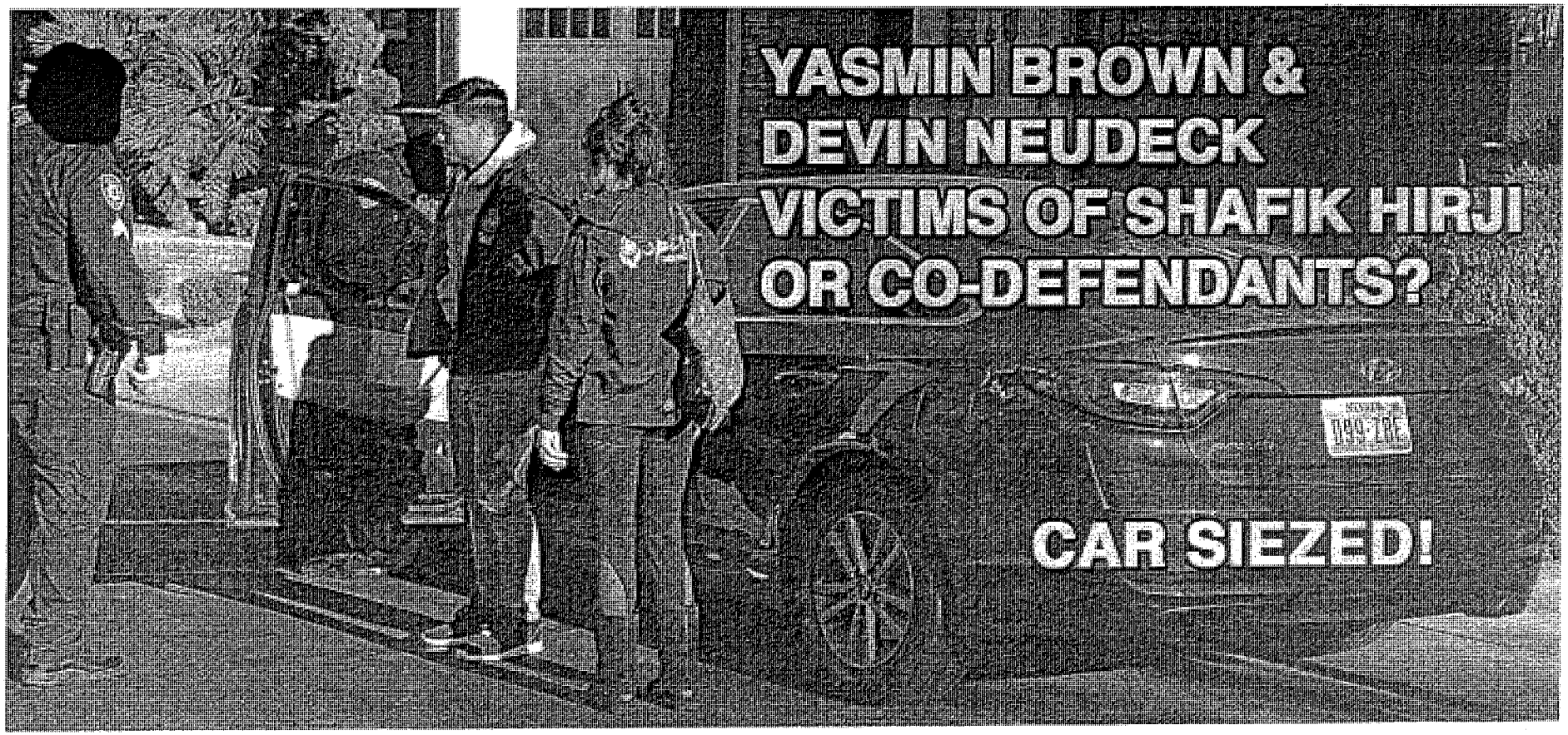


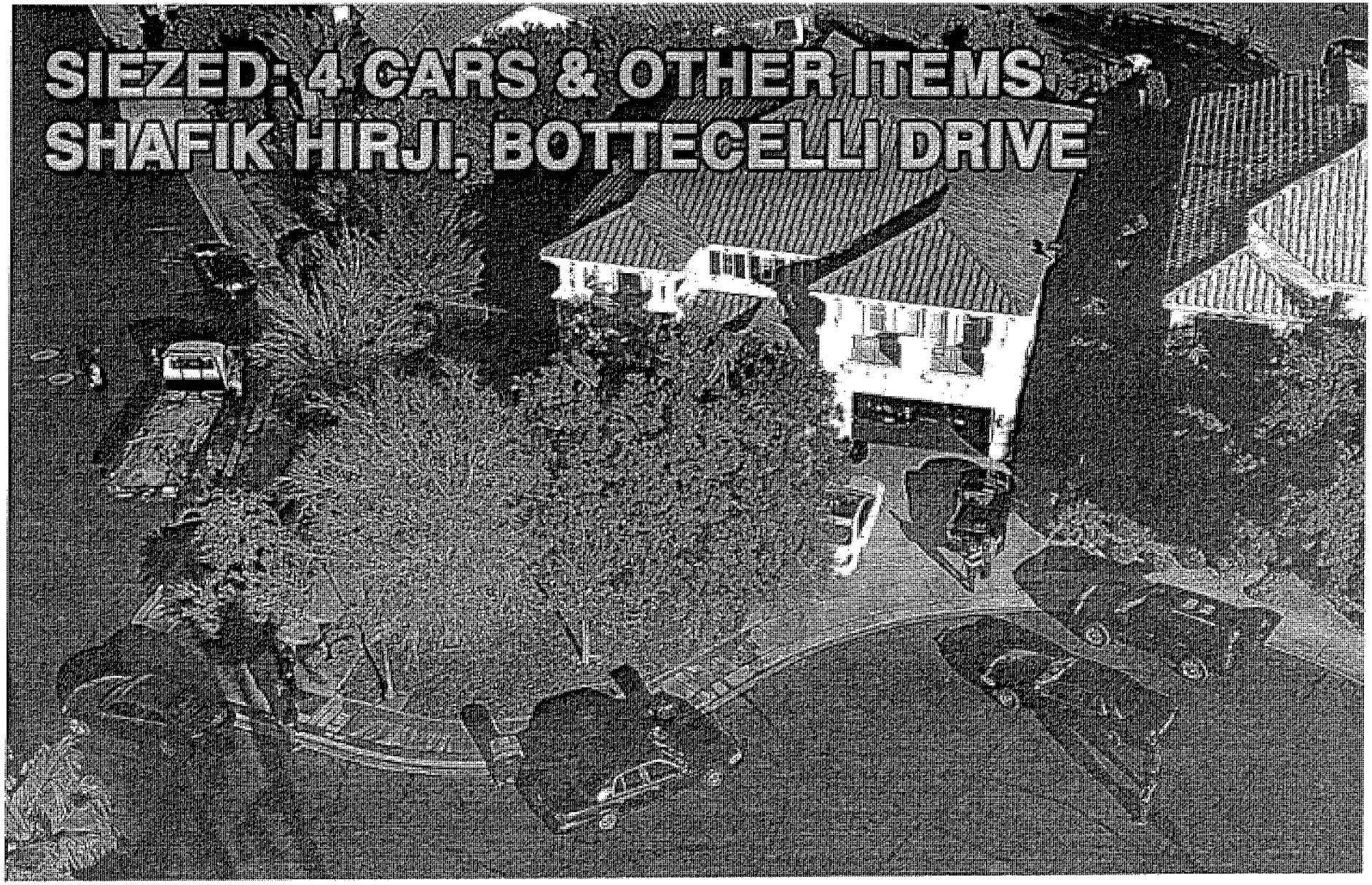
Author: Steve | December 23, 2017 | 0 Comments

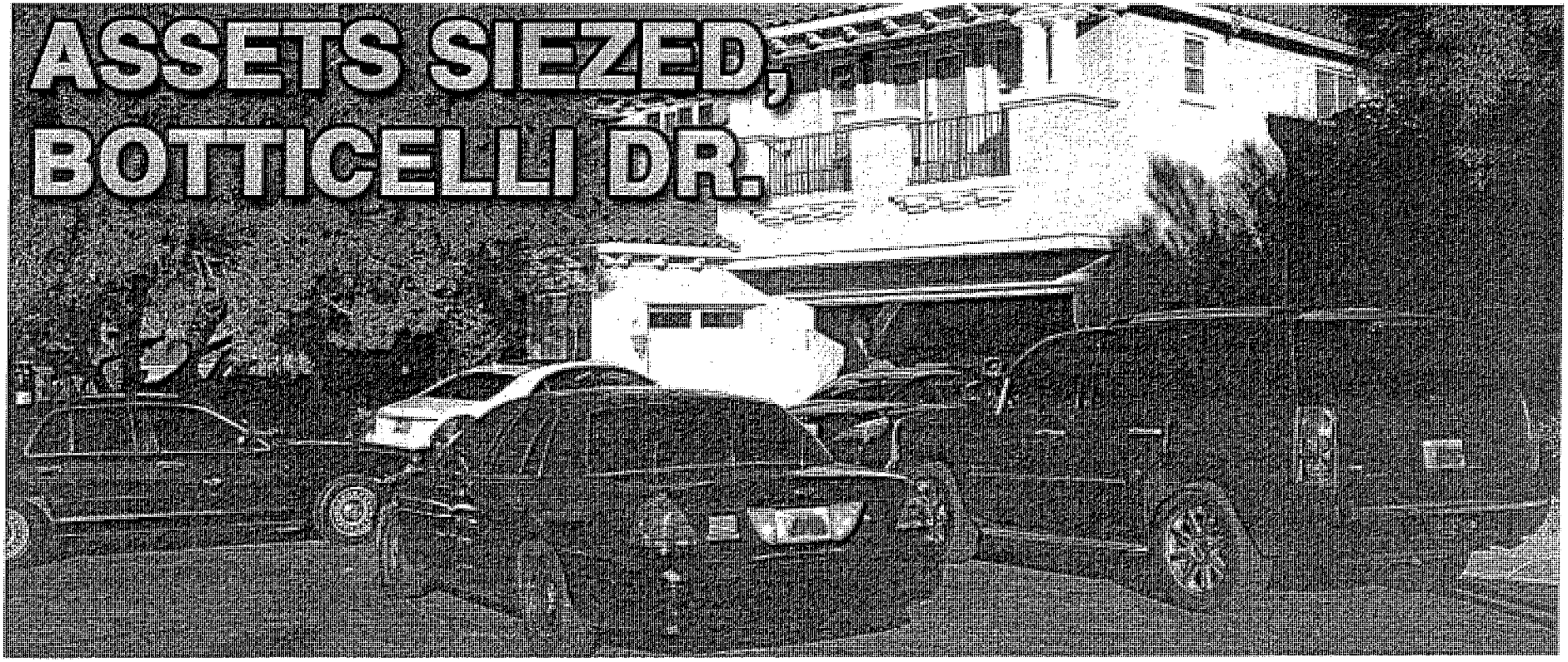
Uncategorized

Time is running out for the games this clown and his family are playing, Shafik Hirji was greeted by law enforcement at his door. Like the coward he is, Shafik Hirji would not come to the door for more than 20 minuets, so law enforcement breached the door. I was told Shafik Hirji was handcuffed for a time. Two Mercedes, Shafik Brown's BMW M4 and Yasmin Brown's car were seized. This is a story that's still developing ... Much more to come.

Shafik Hirji has touted the law firm of Daniel Marks, with associate Adam Levine (another coward, in my opinion), who calls me a snitch, among other things. I have never met nor have I ever seen the guy. Shafik Hirji couldn't find any of those wonderful lawyers that he touts. They're all gone on vacation and couldn't save him. I was told a young associate from the office called my A-Number-One, first-class attorney. I look forward to the 341 hearing to the bankruptcy case on Jan. 4, 2018. Shafiik Brown will definitely be in the hot seat that day. My question is, what kind of a coward like Shafik Hirji would have his children sign for cars, sign for the house on Botticelli Drive, and put them in such peril. One kind of a man: a low-life, narcissistic scumbag.




SIEZED: 4 CARS & OTHER ITEMS
SHAFIK HIRJI, BOTTECELLI DRIVE



← Previous post

Next post →

About

About S. A. Barket

My name is S. A. Barket. This entire site is my opinion. This site will detail Shafik Hirji's questionable business practices, his entanglements with the law and many other dealings. This site is a work in progress and will be updated often.

S. A. Barket's Contact information:

shafikhirjiexposed@gmail.com

1027 South Rainbow Blvd., Unit 257
Las Vegas, Nevada 89145

EXHIBIT "29"

See Trata's Acknowledgment of Assignment of Judgment

Electronically Filed
2/16/2018 6:50 PM
Steven D. Grierson
CLERK OF THE COURT

ASSJ
MICHAEL D. MAZUR, ESQ.
Nevada Bar No. 011202
MAZUR & BROOKS
A PROFESSIONAL LAW CORPORATION
2355 Red Rock Street, Suite 100
Las Vegas, Nevada 89146
Telephone: (702) 564-3128
Facsimile: (702) 564-3175
complaint@mazurbrooks.com
Attorneys for Plaintiff Assignee, Brooklyn Asset Management LLC

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

TRATA, 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-17-763995-C Dept. No.: VI **ACKNOWLEDGEMENT OF ASSIGNMENT OF JUDGMENT**

ACKNOWLEDGEMENT OF ASSIGNMENT OF JUDGMENT

TO: EIGHTH JUDICIAL DISTRICT COURT AND ALL INTERESTED PARTIES

PLEASE TAKE NOTICE that the Plaintiff and Judgment creditor, TRATA, INC, assigned all of its interest, right and title to the judgment against Defendants and Judgment Debtors, entered by this Court and filed on November 1, 2017, in the amount of $3,582,105.99 to

MAZUR & BROOKS
A Professional Law Corporation
2355 Red Rock Street, Suite 100
Las Vegas, Nevada 89146

BROOKLYN ASSET MANAGEMENT, LLC, as follows: principal $1,200,000.00, pre-judgment interest of $2,294,605.99, attorneys' fees in the amount of $75,000.00, and costs in the amount of $12,500.00, for a total judgment of $3,582,105.99, plus post judgment interest at the rate of 50% per annum.

Judgment debtors last know addresses are as follows:

Boulevard Furniture, Inc.
3500 S Maryland Pkwy, Ste 171
Las Vegas, Nevada 89169

Furniture Boutique LLC
1431 W Sunset Road
Henderson, Nevada 89014

Shafik Hirji
7560 Jacaranda Bay Street
Las Vegas, Nevada 89139

Shafik Brown
7560 Jacaranda Bay Street
Las Vegas, Nevada 89139

Yasmin Brown
7560 Jacaranda Bay Street
Las Vegas, Nevada 89139

Fusion Restaurant Inc
7560 Jacaranda Bay Street
Las Vegas, Nevada 89139

Gizmo Empowered Inc
2005 S Decatur Blvd
Las Vegas, Nevada 89102

S550 Investments Inc
43 Agate Avenue, Ste 402
Las Vegas, Nevada 89123

SL550 Investments Inc
8020 S Rainbow Blvd, Ste 100-464
Las Vegas, Nevada 89139

Genesis Investments Inc
8020 S Rainbow Blvd, Ste 100-464
Las Vegas, Nevada 89139

Hatari Restaurant & Sports Bar LLC
8020 S Rainbow Blvd
Suite 100-464
Las Vegas, Nevada 89139

DATED this 21st day of November 2017.

MAZUR & BROOKS
A Professional Law Corporation

By: /s/ Michael D. Mazur
MICHAEL D. MAZUR, ESQ.
Nevada Bar No.: 011202

MAZUR & BROOKS
A Professional Law Corporation
2355 Red Rock Street, Suite 100
Las Vegas, Nevada 89146

Recording Requested By:

When Recorded Return To:

ASSIGNMENT OF SECURED PROMISSORY NOTE

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

LENDER is the holder of a SECURED PROMISSORY NOTE dated September 1, 2017, in the face amount of $1,531,564.50, due and payable by BORROWERS: Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd., Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein 'GIZMO"), S550 Investments Inc. a Nevada corporation (herein 'S550"), SL550 Investments, Inc., a Nevada corporation ("SL550"), Genesis Investments, Inc., a Nevada corporation ("GENESIS"), 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 Trata, Inc. a Nevada corporation (herein "LENDER") on the other hand, with a principal place of business at 3509 E. Harmon Ave, Las Vegas, Nevada 89121 ("the SECURED PROMISSORY NOTE")

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

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

TRATA, INC.

By: NAV SHARDA
Its: President

SUBSCRIBED AND SWORN to before me on this 13th Day of October, 2017,

Notary Public

DIANNA MARIE MULLIS
Notary Public-State of Nevada
APPT. NO. 10-2172-1
My App. Expires May 19, 2018

EXHIBIT "30"

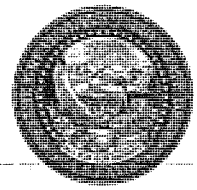
Certified Records from Nevada Secretary of State for Brooklyn Asset Management, LLC

BARBARA K. CEGAVSKE
Secretary of State

GAIL J. ANDERSON
Deputy Secretary for Southern Nevada

CADENCE MATIJEVICH
Deputy Secretary for Operations

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

SCOTT W. ANDERSON
Chief Deputy Secretary of State

KIMBERLEY PERONDI
Deputy Secretary for Commercial Recordings

WAYNE THORLEY
Deputy Secretary for Elections

January 22, 2018

JAN 25 2018

Law Offices of Daniel Marks
610 South Ninth Street
Las Vegas NV 89101

Dear Daniel Marks, ESQ.

Enclosed please find Certified Copies of the requested Production of documents, on the attached Subpoena; pursuant to this Subpoena, Case No. A-17-763995-C Production of Documents, for the District Court Clark County Nevada, dated January 11, 2018, due January 29, 2018

Please feel free to contact me at (775) 684-7192 if I can be of further assistance.

Respectfully,

Barbara K. Cegavske
Secretary of State

By: Rhonda Tuin
Rhonda Tuin
Administrative Assistant III
Commercial Recordings

BARBARA K. CEGAVSKE
Secretary of State

GAIL J. ANDERSON
Deputy Secretary for Southern Nevada

CADENCE MATIJEVICH
Deputy Secretary for Operations

STATE OF NEVADA

SCOTT W. ANDERSON
Chief Deputy Secretary of State

KIMBERLEY PERONDI
Deputy Secretary for Commercial Recordings

WAYNE THORLEY
Deputy Secretary for Elections

OFFICE OF THE
SECRETARY OF STATE

Affidavit of Kimberley Perondi

State of Nevada
Carson City
I, Kimberley Perondi, after being first duly sworn, depose and state under the penalty of perjury:

1. I am the Deputy Secretary for Commercial Recordings, and as such, I have authority to certify records from the Commercial Recordings Division of the Secretary of State's office.
2. To the best of my knowledge, information and belief, based upon due diligence and reasonable inquiry, the documents herewith constitute all the requested documents and records on file in the office of the Secretary of State. An employee of the Secretary of State under my direction has certified said documents.
3. The documents submitted pursuant to this Subpoena, Case No. A-17-763995-C District Court Clark County Nevada, dated January 11, 2018. Due January 29, 2018

    1. Documents on file regarding Brooklyn Asset Management, LLC Entity No. E0485282017-0

Kimberley Perondi

Kimberley Perondi

State of Nevada
County of Carson
Subscribed and sworn before me
this 19th day of January, 2018
by Kimberley Perondi.

JESSICA BETTENCOURT
NOTARY PUBLIC
STATE OF NEVADA
No. 15-1770-2 My Appt. Exp. April 13, 2019

Notary Public

STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
Deputy Secretary
for Commercial Recordings

Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701-4201
Telephone (775) 684-5708
Fax (775) 684-7138

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

January 19, 2018

Job Number: C20180119-1503
Reference Number: 00010866167-65
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20170434340-78	Articles of Organization	2 Pages/1 Copies
20170434341-89	Initial List	1 Pages/1 Copies

Respectfully,

Barbara K. Cegavske

Barbara K. Cegavske
Secretary of State

Certified By: Rhonda Tuin
Certificate Number: C20180119-1503
You may verify this certificate
online at http://www.nvsos.gov/

050106

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Articles of Organization
Limited-Liability Company
(PURSUANT TO NRS CHAPTER 86)

Filed in the office of	Document Number
Barbara K. Cegavske Secretary of State State of Nevada	20170434340-78
	Filing Date and Time 10/12/2017 6:07 PM
	Entity Number E0485282017-0

(This document was filed electronically.)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)

BROOKLYN ASSET MANAGEMENT LLC

Check box if a Series Limited-Liability Company ☐ Check box if a Restricted Limited-Liability Company ☐

2. Registered Agent for Service of Process: (check only one box)

☒ Commercial Registered Agent: MARC GOHRES (Name)

☐ Noncommercial Registered Agent (name and address below) *OR* ☐ Office or Position with Entity (name and address below)

Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity

Street Address | City | Nevada | Zip Code

Mailing Address (if different from street address) | City | Nevada | Zip Code

3. Dissolution Date: (optional)

Latest date upon which the company is to dissolve (if existence is not perpetual):

4. Management: (required)

Company shall be managed by: ☒ Manager(s) OR ☐ Member(s) (check only one box)

5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)

1) BROOKLYN ASSET ADMINISTRATIVE TRUST (Name)
347 5TH AVENUE, SUITE 1402 (Street Address) | NEW YORK (City) | NY (State) | 10016 (Zip Code)

2) Name
Street Address | City | State | Zip Code

3) Name
Street Address | City | State | Zip Code

6. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

BROOKLYN ASSET ADMINISTRATIVE TRUST (Name)
X BROOKLYN ASSET ADMINISTRATIVE TRUST (Organizer Signature)
347 5TH AVENUE, SUITE 1402 (Address) | NEW YORK (City) | NY (State) | 10016 (Zip Code)

7. Certificate of Acceptance of Appointment of Registered Agent:

I hereby accept appointment as Registered Agent for the above named Entity.

X MARC GOHRES
Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity — Date: 10/12/2017

365

This form must be accompanied by appropriate fees.

180304

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Registered Agent Acceptance

(PURSUANT TO NRS 77.310)

This form may be submitted by: a Commercial Registered Agent, Noncommercial Registered Agent or Represented Entity. For more information please visit http://www.nvsos.gov/index.aspx?page=141

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Acceptance of Appointment by Registered Agent

In the matter of Brooklyn Asset Management LLC

Name of Represented Business Entity

I, Marc Gohres am a:

Name of Appointed Registered Agent *OR* Represented Entity Serving as Own Agent*

(complete only one)

a) [X] commercial registered agent listed with the Nevada Secretary of State,

b) [ ] noncommercial registered agent with the following address for service of process:

Street Address | City | Nevada | Zip Code

Mailing Address (if different from street address) | City | Nevada | Zip Code

c) [ ] represented entity accepting own service of process at the following address:

Title of Office or Position of Person in Represented Entity

Street Address | City | Nevada | Zip Code

Mailing Address (if different from street address) | City | Nevada | Zip Code

and hereby state that on 10/12/2017 (Date) I accepted the appointment as registered agent for the above named business entity.

X [signature] 10/12/2017

Authorized Signature of R.A. or On Behalf of R.A. Company Date

*If changing Registered Agent when reinstating, officer's signature required.

X

Signature of Officer Date

Nevada Secretary of State Form RA Acceptance
Revised: 2015

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

BROOKLYN ASSET MANAGEMENT LLC

NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

E0485282017-0

100403

FOR THE FILING PERIOD OF OCT, 2017 TO OCT, 2018

USE BLACK INK ONLY - DO NOT HIGHLIGHT

YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

Filed in the office of	Document Number
Barbara K. Cegavske	20170434341-89
Barbara K. Cegavske Secretary of State State of Nevada	Filing Date and Time 10/12/2017 6:07 PM
	Entity Number E0485282017-0

(This document was filed electronically.)

ABOVE SPACE IS FOR OFFICE USE ONLY

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. *FORM WILL BE RETURNED IF UNSIGNED.*
2. If there are additional managers or managing members, attach a list of them to this form.
3. Return completed form with the fee of $150.00. A $75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. State business license fee is $200.00. Effective 2/1/2010, $100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. Ordering Copies: If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional $30.00 per certification. A copy fee of $2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

ANNUAL LIST FILING FEE: $150.00 LATE PENALTY: $75.00 (if filing late) BUSINESS LICENSE FEE: $200.00 LATE PENALTY: $100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code: ☐

NRS 76.020 Exemption Codes
001 - Governmental Entity
006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME			
BROOKLYN ASSET ADMINISTRATIVE TRUST	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
347 5TH AVENUE, SUITE 1402	NEW YORK	NY	10016
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X BROOKLYN ASSET ADMINISTRATIVE TRUST	Title	Date
	MANAGER	10/12/2017 6:07:05 PM

Signature of Manager, Managing Member or Other Authorized Signature

BROOKLYN ASSET MANAGEMENT LLC

Business Entity Information

Status:	Active	File Date:	10/12/2017
Type:	Domestic Limited-Liability Company	Entity Number:	E0485282017-0
Qualifying State:	NV	List of Officers Due:	10/31/2018
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20171659523	Business License Exp:	10/31/2018

Additional Information

Central Index Key:	

Registered Agent Information

Name:	MARC GOHRES	Address 1:	10409 PACIFIC PALISADES AVE
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89144-1221
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent		
Status:	Active		

Financial Information

No Par Share Count:	0	Capital Amount:	$ 0

No stock records found for this company

Officers

☐ Include Inactive Officers

Manager - BROOKLYN ASSET ADMINISTRATIVE TRUST

Address 1:	347 5TH AVENUE, SUITE 1402	Address 2:	
City:	NEW YORK	State:	NY
Zip Code:	10016	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Organization		
Document Number:	20170434340-78	# of Pages:	2
File Date:	10/12/2017	Effective Date:	

(No notes for this action)

Action Type:	Initial List		
Document Number:	20170434341-89	# of Pages:	1
File Date:	10/12/2017	Effective Date:	
(No notes for this action)			

230305

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Customer Order Instructions

SUBMIT THIS COMPLETED FORM WITH YOUR FILING

USE BLACK INK ONLY - DO NOT HIGHLIGHT

Processing Service Requested: ☐ Regular ☐ 24-Hour Expedite (additional fee included)

Name of Entity: Date:

Return to:

Contact Name: Phone:

Return Delivery: (email or fax options do not receive a copy via mail; must be ordered separately)

☐ Email to: ☐ Fax to:

☐ Hold for Pick Up ☐ Mail to Address Above ☐ FedEx: Acct #

☐ Other: (explain below)

Order Description: (include items being ordered and fee breakdown)*

*PLEASE NOTE: this office keeps the original paperwork. The first file stamped copy ordered at the time of filing is at no charge. Each additional copy is $2.00 per page (plus $30.00 for each certification).

Total Amount:

Method of Payment:

☐ Check/Money Order ☐ Credit Card (attach ePayment checklist) ☐ Trust Account:

☐ Use balance remaining in job #

SECRETARY OF STATE

NEVADA STATE BUSINESS LICENSE

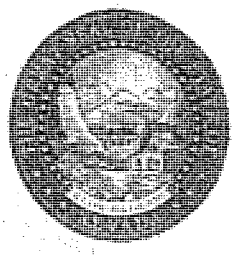
BROOKLYN ASSET MANAGEMENT LLC

Nevada Business Identification # NV20171659523

Expiration Date: October 31, 2018

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on January 22, 2018

Barbara K. Cegavske

Barbara K. Cegavske
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which by law cannot be waived.

EXHIBIT "31"

Account Transaction Details with Checks

Bank of America

Online Banking

B Trust: Account Activity Transaction Details

Post date: 11/13/2017

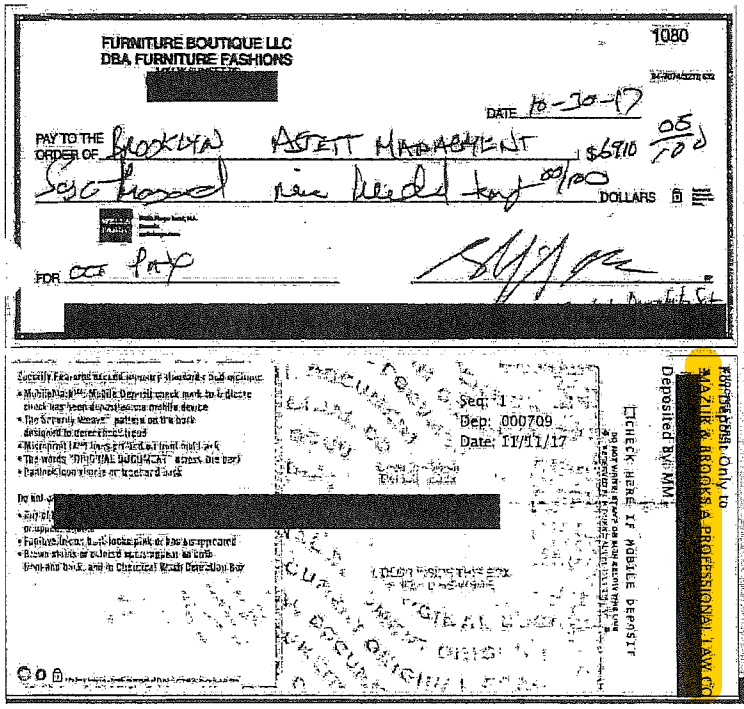
Amount: 6,910.00

Type: Deposit

Description: Preencoded Deposit

Merchant name: Preencoded Deposit

Transaction category: Income: Deposits


FURNITURE BOUTIQUE LLC
DBA FURNITURE FASHIONS
[redacted]

1080

DATE 10-30-17

PAY TO THE ORDER OF BROOKLYN ASSETT MANAGEMENT $6910 00/100

DOLLARS

FOR OCT PAY

[redacted]

Security Features Included on this check. See back for details.

Do not [redacted]

Seq: 1
Dep: 000709
Date: 11/11/17

CHECK HERE IF MOBILE DEPOSIT

Deposited by: MM

FOR DEPOSIT ONLY TO
MAZIK & BROOKS A PROFESSIONAL LAW CO
[redacted]

372

Bank of America

Online Banking

B Trust: Account Activity Transaction Details

Post date: 11/13/2017

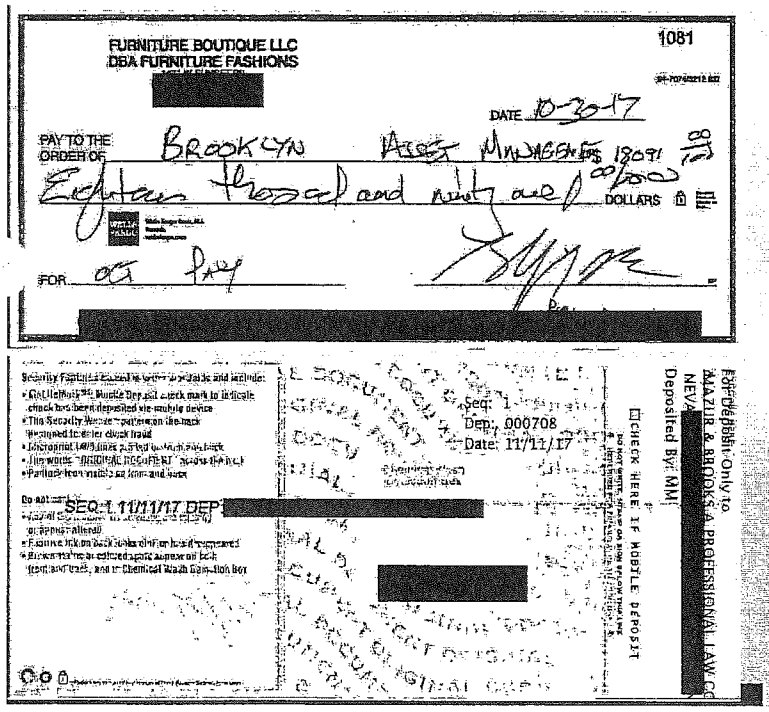
Amount: 18,091.00

Type: Deposit

Description: Preencoded Deposit

Merchant name: Preencoded Deposit

Transaction category: Income: Deposits


FURNITURE BOUTIQUE LLC
DBA FURNITURE FASHIONS
[redacted]
1081
DATE 10-30-17
PAY TO THE ORDER OF BROOKLYN ASSET MANAGEMENT $ 18091 00/100
Eighteen thousand and ninty one DOLLARS
WELLS FARGO
FOR OCT Pay
[redacted]
Seq: 1
Dep: 000708
Date: 11/11/17
SEQ: 1 11/11/17 DEP [redacted]
[redacted]
CHECK HERE IF MOBILE DEPOSIT
For Deposit Only to
MAZUR & BROOKS, A PROFESSIONAL LAW CO
NEV [redacted]
Deposited By: MM [redacted]

Bank of America

Online Banking

B Trust: Account Activity Transaction Details

Type:	Debit
Description:	RETURN ITEM CHARGEBACK
Merchant name:	RETURN ITEM CHARGEBACK
Transaction category:	Finance: Service Charges/Fees
Post date:	11/15/2017
Amount:	-25,001.00

We're sorry, but we aren't able to show your deposit slips and checks right now. To view them, you can visit a banking center or try again later

FURNITURE BOUTIQUE LLC
DBA FURNITURE FASHIONS
[redacted]

1081

91-7074/3212 [redacted]

DATE 10-30-17

PAY TO THE ORDER OF BROOKLYN ASSET MANAGEMENT $ 18091 00/100

Eighteen thousand and ninety one 00/100 DOLLARS

Wells Fargo Bank, N.A.
Nevada
wellsfargo.com

FOR OCT Pay

[redacted]

⑈000000 1081⑈ ⑆[redacted]

FURNITURE BOUTIQUE LLC
DBA FURNITURE FASHIONS
[redacted]

1080

94-7074/3212 692

DATE 10-30-17

PAY TO THE ORDER OF Brooklyn Asset Management $6910 00/100

Sixty thousand nine hundred ten 00/100 DOLLARS

WELLS FARGO Wells Fargo Bank, N.A.
Nevada
wellsfargo.com

FOR OCF Pay

[redacted]

⑈000001080⑈ [redacted]

EXHIBIT "32"

Ahders' Notice of Entry of Order

Electronically Filed
5/17/2019 2:08 PM
Steven D. Grierson
CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

MICHAEL AHDERS, an individual,

Plaintiff,

vs.

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

Defendants.

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

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

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

DATED this 17th day of May, 2019.

LAW OFFICE OF DANIEL MARKS

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

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 17 day of May, 2019, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF APRIL 25, 2019 ORDER RE: DEFENDANTS' BRIEF FOR MOTION HEARING ON APRIL 18, 2019** by way of Notice of Electronic Filing provided by the court mandated E-file & Serve system to the following:

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

An employee of the
LAW OFFICE OF DANIEL MARKS

ORIGINAL

Electronically Filed
5/17/2019 1:29 PM
Steven D. Grierson
CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

MICHAEL AHDERS, an individual, Plaintiff, vs. BOULEVARD FURNITURE, INC., a Nevada corporation; SHAFIK HIRJI, an individual; and SHAFIK BROWN, an individual. Defendants. _____/	Case No.: A-18-770121-C Dept. No.: IV Date of Hearing: 4/25/19 Time of Hearing: Chambers

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

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

////

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

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

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

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

Dated this 15 day of May, 2019.

DISTRICT COURT JUDGE

Submitted by:
LAW OFFICES OF DANIEL MARKS

DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
TELETHA L. ZUPAN, ESQ.
Nevada State Bar No. 012660
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536
Attorney for Defendants, Shafik Hirji, Shafik Brown, et al.

A-18-770121C

Approved as to form and content:
MAZUR & BROOKS

MICHAEL A. MAZUR, ESQ.,
Nevada State Bar No. 011202
2355 Red Rock Street, Ste. 100
Las Vegas, Nevada 89146
Attorney for Plaintiff, Michael Ahders

EXHIBIT "33"

Declaration of Teletha Zupan, Esq.

DECLARATION OF TELETHA ZUPAN

TELETHA ZUPAN, certifies under penalty of perjury that the following assertions are true:

1. That I am a duly licensed and practicing attorney in a the State of Nevada and represents the Defendants, Shafik Hirji; Furniture Boutique, LLC; Boulevard Furniture, Inc.; and Shafik Brown in this matter. I am competent to testify as to the matters stated herein, under the penalty of perjury and the same is true and correct to the best of my personal knowledge.
2. Daniel Marks and I have been intricately involved and worked extensively on the series of Hirji cases that have been filed in various departments of the Eighth Judicial District Court to date.
3. I had prolonged settlement negotiations with Plaintiffs' counsel to resolve Barket and Ahders claims against the Defendants between August 5, 2019 and January 8, 2020. Our discussions related to the material terms of the settlement only. The were no discussions regarding the merits of the case or either party's claims aside from the offhanded comments by opposing counsel that our clients are getting a huge benefit. I refrain from having such discussions during settlement negotiations and reserve our arguments for the pleadings and the court because it is unnecessary to litigate our respective positions and contrary to our clients' interest to do so.. We did not discuss the payments that the Defendants made to Barket and Ahders. We did not have discuss about whether the alleged debt was actually due and/or owed to Ahders, which was fully briefed and heard by this Court prior to the settlement negotiations. We did not discuss the amount of damages Defendants have sustained from Barket's actions, which his partners are liable for.

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////

4. During the settlement negotiations, I received correspondence from opposing counsel dated November 25, 2019, regarding Ahders' void confession of judgment, which was titled Notice of Default and Demand to Immediately Cure. I was confused by the correspondence because it was received during the settlement negotiations and it related to a confession of judgment that this Court had already set aside pursuant to NRCP 60(b). I contacted Plaintiffs' counsel regarding the correspondence. He asked whether the Defendants would be able to pay the amount in the notice and I replied no. I inquired about the status of the settlement, why the negotiations were breaking down, and whether it was because of Barket or Ahders. He responded that he would get back to me, but did not respond to my specific inquiries. The settlement negotiations continued for more than a month after that time.

5. I assumed that Plaintiffs' counsel would file a complaint on behalf of Ahders, if he took further action, because Ahders' confession of judgment had already been set aside pursuant to NRCP 60(b). Instead, Plaintiff filed a new frivolous action based on a confession of judgment that had already been set aside after the time to appeal had expired.

This statement is made under penalty of perjury.

DATED this 21st day of May, 2020.

PELETHA ZUPAN

EXHIBIT "34"

November 25, 2019 Correspondence re: demand

THE BARNABI LAW FIRM

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

CJ Barnabi, Esq.
cj@barnabilaw.com

November 25, 2019

Via US Certified Mail and Regular First-Class Mail
Daniel Marks, Esq.
Teletha Zupan, Esq.
Law Office of Daniel Marks
610 S. 9th Street
Las Vegas, NV 89101

DEC 02 2019

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

NOTICE OF DEFAULT AND DEMAND TO IMMEDIATELY CURE

Dear Mr. Marks and Ms. Zupan:

This letter shall serve as written notice[1] of default to the Messrs. Hirji, Brown and Boulevard Furniture, Inc. and five calendar days (and three business day) notice to cure the default arising from their obligations under the Security Agreement and Secure Promissory Note dated November 21, 2016.

Pursuant to the Agreement $176,000[2] is due and owing. Boulevard Furniture, Inc., Shafik Hirji and Shafik Brown have until December 4, 2019 to satisfy their default before Mr. Adhers seeks to enforce the Confession of Judgment.

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

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

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

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

THE BARNABI LAW FIRM, PLLC

CJ Barnabi

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

CJB/mt

EXHIBIT "35"

Ahders' confession of judgment

Electronically Filed
12/13/2019 5:13 PM
Steven D. Grierson
CLERK OF THE COURT

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

CASE NO: A-19-806944-C
Department 1

DISTRICT COURT

CLARK COUNTY, NEVADA

MICHAEL AHDERS, an individual,

Plaintiff,

v.

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

Defendants.

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

1. This Confession of Judgment is for debt justly due from Defendant to Plaintiff.

2. The Note, and any amendments or extensions are attached herein and incorporated by reference.

3. If Defendant fails to adhere to the terms of the Note, and any amendments or extensions, Plaintiff shall file this Confession of Judgment. Thereafter Plaintiff shall be permitted to seek any and all permissible relief. Plaintiff shall also be entitled to all reasonable attorney's fees and costs in pursuing collection of this Confession of Judgment.

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

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

DATED this 21st day of November, 2016.

BOULEVARD FURNITURE, INC., a Nevada corporation.

By: _____
Shafik Brown, President

_____
Shafik Brown, individually

_____
Shafik Hirji, individually

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

_____
NOTARY PUBLIC

H. STAN JOHNSON
Notary Public-State of Nevada
APPT. NO. 05-100907-1
My App. Expires October 25, 2017

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

SECURITY AGREEMENT

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

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

(a) Inventory and Goods: All inventory of Debtor, whether now owned or hereafter acquired and wherever located and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or consumed in Debtor's business, and all goods of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation all goods, and all other Inventory and Goods, as each such term may be defined in the Uniform Commercial Code as in effect in the state of Nevada from time to time (the "UCC"), of the Debtor, whether now owned or hereafter acquired;

(b) Equipment: All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including but not limited to all present and future equipment, machinery, tools, motor vehicles, trade fixtures, furniture, furnishings, office and record keeping equipment and all goods for use in Debtor's business, and all other Equipment (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired, together with all parts, equipment and attachments relating to any of the foregoing;

(c) Accounts: Contract Rights and Other Rights to Payment: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, license, assignment or other

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

(d) Instruments: All instruments, chattel paper, letters of credit or other documents of Debtor, whether now owned or hereafter acquired, including but not limited to promissory notes, drafts, bills of exchange and trade acceptances; all rights and interests of Debtor, whether now existing or hereafter created or arising, under leases, licenses or other contacts, and all other Instruments (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

(e) Deposit Accounts and Investment Property: All right, title and interest of Debtor in all deposit and investment accounts maintained with any bank, savings and loan association, broker, brokerage, or any other financial institution, together with all monies and other property deposited or held therein, including, without limitation, any checking account, savings account, escrow account, savings certificate and margin account, and all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts, and commodity accounts, and all other Deposit Accounts and Investment Property (as each such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

(f) General Intangibles: All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, applications for trademarks, customer lists, permits and franchises, software, and the right to use Debtor's name, and any and all membership interests, governance rights, and financial rights in each and every limited liability company, and all payment intangibles, and all other General Intangibles (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

(g) Chattel Paper: All Chattel Paper (as such term may be defined in the UCC) of the Debtor, whether tangible or electronic, and whether now owned or hereafter acquired; and

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

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

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

(b) The Collateral will be used primarily for business purposes.

(c) Debtor's chief place of business is located at the address shown in Exhibit A. Debtor's records concerning its accounts and contract rights are kept at such address. The Collateral is located at the addresses set forth on Exhibit A. Debtor will give advance notice to Secured Party of any change in Debtor's name, jurisdiction of organization or chief place of business and any change in or addition of any Collateral location or any change in the location of Debtor's records concerning the Collateral.

Debtor has (or will have at the time Debtor acquires rights in Collateral hereafter arising) and will maintain absolute title to each item of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Liens as set forth in that certain Secured Convertible Note, dated as of the date hereof, of Debtor made payable to the order of Secured Party in the original principal amount of ~~$200,000~~ (as $100,000

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

(e) Except as otherwise provided in the Note, Debtor will not sell or otherwise transfer or dispose of the Collateral or any interest therein.

(f) All rights to payment and all instruments, documents, chattel papers and other agreements constituting or evidencing Collateral are (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, setoff or counterclaim (other than those arising in the ordinary course of business) of each account debtor or other obligor named therein or in Debtor's records pertaining thereto as being obligated to pay such obligation. Debtor will not agree to any modification, amendment or cancellation of any such obligation without Secured Party's prior written consent except discounts in the ordinary course of business, and will not subordinate any such right to payment to claims of other creditors of such account debtor or other obligor.

(g) Debtor will keep all tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof.

(h) Except as otherwise provided in the Note, Debtor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest.

(i) Debtor will promptly notify Secured Party of any material loss of or damage to any Collateral or of any adverse change in the prospect of payment of any material sums due on or under any instrument, chattel paper, account or contract right constituting Collateral.

(j) Debtor will if Secured Party at any time so requests (whether the request is made before or after the occurrence of an Event of Default), promptly deliver to Secured Party any instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by Debtor to Secured Party.

(k) Debtor will at all times keep all Collateral insured against risks of fire (including so-called extended coverage), theft, and such other risks and in such amounts as Secured Party may reasonably request, with any loss payable to Secured Party to the extent of its interest,

(l) Debtor hereby authorizes the filing of such financing statements as Secured Party may

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

(m) Debtor will pay when due or reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case all attorneys' fees) incurred by Secured Party in connection with the creation, perfection, satisfaction or enforcement of the Security Interest or the execution or creation, continuance, or enforcement of this Agreement or any or all of the Obligations.

(n) Debtor will take all such actions as Secured Party may reasonably request to permit the Secured Party to establish and perfect the Security Interest in all jurisdictions Secured Party deems necessary. Without in any way limiting the generality of the foregoing, Debtor will execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Party's rights under this Agreement.

(o) Debtor will not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.

(p) Debtor will not permit any tangible Collateral to be located in any state (and, if a county filing is required, in any county) in which a financing statement covering such Collateral is required to be, but has not in fact been, filed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) sell, exchange, surrender, realize upon, release (with or without consideration) or otherwise deal with in any manner and in any order any property of any Debtor securing the Obligations;

(b) exercise or refrain from exercising any rights against any Debtor, or otherwise act or refrain from acting;

(c) fail to set off and/or release, in whole or in part, any balance of any account or any credit on its books in favor of any Debtor, or of any other person, and extend credit in any manner whatsoever to any Debtor, and generally deal with any Debtor and any of its property in any manner as the Secured Party may see fit; and/or

(d) consent to or waive any breach of, or any act, omission or default under, this Agreement or any other agreement, by any one or more Debtors.

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

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

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

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

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

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

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

DEBTOR:	SECURED CREDITOR:
BOULEVARD FURNITURE INC.	MICHAEL AHDERS
By:	
Its: President	

100,000.00 November 21st, 2016

Secured Promissory Note

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

1. CONTRACT INTEREST RATE

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

2. SCHEDULED PAYMENTS

2.1 Monthly Payments

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

2.2 FINAL PAYMENT

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

3. APPLICATION OF MONTHLY PRINCIPAL AND INTEREST PAYMENTS

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

4. LATE CHARGE

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

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

5. PREPAYMENT

This Note may be prepaid in full without penalty.

6. DEFAULT

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

7. ACCELERATION

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

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

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

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8. SECURITY

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

9. SEVERABILITY

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

10. WAIVER

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

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

11. VARIATION IN PRONOUNS

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

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12. COMMERCIAL LOAN

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

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13. REPLACEMENT OF NOTE

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

14. GOVERNING LAW

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

15. TIME OF ESSENCE

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

16. NO ORAL AGREEMENTS

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

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

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

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BOULEVARD FURNITURE, INC. a Nevada corporation

By: _____
Shafik Brown, President

_____
SHAFIK HIRJI

_____
SHAFIK BROWN

EXHIBIT "36"

Ahders Notice of Entry of Order

Electronically Filed
2/25/2020 8:09 AM
Steven D. Grierson
CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

MICHAEL AHDERS, an individual,

Plaintiff,

vs.

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

Defendants.

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

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an Order for January 29, 2020 Hearing was entered on the 21st day of February, 2020, a copy of which is attached hereto.

DATED this 25th day of February, 2020.

LAW OFFICE OF DANIEL MARKS

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

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 25 day of February, 2020, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF ORDER** by way of Notice of Electronic Filing provided by the court mandated E-file & Serve system to the following:

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

An employee of the
LAW OFFICE OF DANIEL MARKS

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2/21/2020 2:45 PM
Steven D. Grierson
CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

MICHAEL AHDERS, an individual, Plaintiff, vs. BOULEVARD FURNITURE, INC., a Nevada corporation; SHAFIK HIRJI, an individual; and SHAFIK BROWN, an individual. Defendants. _____/	Case No.: A-19-806944-C Dept. No.: I **Hearing Requested** Date of Hearing: 1/29/2020 Time of Hearing: 9:00 a.m.

ORDER FOR JANUARY 29, 2020 HEARING

The Defendants' Emergency Motion to Vacate Confession of Judgment Pursuant to NRCP 60(b): to Quash Any and All Writs of Execution And/or Garnishment Pursuant to NRCP 60(b) Because the Judgment Was Obtained by Fraud; to Stay All Collection Activity, Including Writs of Execution; for Attorney's Fees and Costs; and to Dismiss this Action with Prejudice; and Plaintiff's Countermotion for Sanctions having come on for hearing with the Defendants, Boulevard Furniture, Inc.; Shafik Hirji; and Shafik Brown, appearing by and through their counsel, Daniel Marks, Esq., of the Law Office of Daniel Marks, and the Plaintiff, Michael Ahders, appearing by and through his counsel, Charles Barnabi, Esq.; the Court having reviewed the papers, pleadings on file, and arguments of counsel and good cause appearing, the court orders as follows:

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////

THE COURT HEREBY ORDERS that the Defendants' emergency motion to vacate confession of judgment pursuant to NRCP 60(b) and to dismiss this action with prejudice is granted as the Confession of Judgment is the same Confession of Judgment that Judge Earley held to be void in the prior Ahders action with Case No. A-18-770121-C, which she consolidated with the Barket action in Case No. A-17-756274-C. This order does not preclude raising the issue with Judge Earley. RCC

THE COURT FURTHER ORDERS that based upon the foregoing, the Defendants' motion to quash any and all writs of execution and/or garnishment pursuant to NRCP 60(b) and to stay all collection activity, including writs of execution is granted.

THE COURT FURTHER ORDERS that the Defendants' Motion for attorney's fees and costs is denied.

THE COURT FURTHER ORDERS that based upon the foregoing, the Plaintiff's countermotion for sanctions is denied.

Dated this 13th day of July, 2020.

DISTRICT COURT JUDGE

Submitted by:
LAW OFFICES OF DANIEL MARKS

DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
TELETHA L. ZUPAN, ESQ.
Nevada State Bar No. 012660
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536
Attorneys for Defendants, Shafik Hirji, Shafik Brown, et al.

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

CHARLES BARNABI, ESQ.,
Nevada State Bar No. 014477
375 E. Warm Springs Road, Ste. 104
Las Vegas, Nevada 89119
Attorney for Plaintiff, Michael Ahders

EXHIBIT "37"

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

Electronically Filed
1/20/2020 4:51 PM
Steven D. Grierson
CLERK OF THE COURT

0001
THE BARNABI LAW FIRM, PLLC
CHARLES ("CJ") E. BARNABI JR., ESQ.
Nevada Bar No. 14477
375 E. Warm Springs Road, Ste. 104
Las Vegas, NV 89119
Email: cj@barnabilaw.com
Telephone: (702) 475-8903
Facsimile: (702) 966-3718
Attorneys for Plaintiff

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: Hearing Time: **(Hearing Date and Time Requested)**

PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT AGREEMENT AND MOTION TO AMEND PRIOR JUDGMENT

Judgment Creditors, by and through their counsel of record CJ Barnabi, Esq. of The Barnabi Law Firm, PLLC, move this Court for an Order enforcing the settlement agreement between Plaintiff, Navneet Sharda and Trata, Inc. Plaintiff has requested that the parties mutually dismiss their claims, in Case No. A-17-756274-C pursuant to a written settlement agreement[1] which was signed by the current holder of the judgment in this matter, Steven Barket and the judgment debtor himself, Navneet N. Sharda. Notwithstanding the plain wording and implication of the settlement agreement, Sharda and Trata, Inc. wrongfully insist that collateral issues effectively rescind the settlement agreement. Sharda has also ignored fulfilling the terms

[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.

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of the settlement agreement by not assigning other promissory notes and confessions of judgment, etc. As the plain language of the settlement agreement speaks for itself and any claimed collateral issues have no impact on the binding nature of the settlement agreement, the claims Sharda and should be compelled through an order from this Court to comply with the settlement agreement. Also, since Sharda and Trata, Inc. have chosen to violate the settlement agreement, they should pay for any attorney's fees and costs incurred by Plaintiffs as they should have never answered or filed a counterclaim in this matter.

Furthermore, the judgment in this matter should be amended to the current balance due, plus attorney's fees and costs, interest at the rate of 12% and other damages this Court deems necessary if Sharda will not willingly comply with assigning the $1,500,000 in promissory notes and confessions of judgment as described in the settlement agreement.

This Motion 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. Acknowledgement of Judgment, Exhibit 2.

4. On May 11, 2017 Barket filed an Ex Parte Motion for Order Allowing

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

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

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

9. On June 1, 2017 Plaintiff filed his Complaint in Case No. A-17-756274-C. On August 11, 2017 Defendants Navneet Sharda and Trata, Inc. filed their Answer and Counterclaim against Steven Barket.

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

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

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

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

Exhibit 5, without enclosure.[2]

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.

[2] 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.

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Email from Bryan Naddafi, Esq. to Brandon McDonald, Esq. dated August 3, 2018; Declaration of CJ Barnabi In Support of These Motion ("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.

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

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

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

C. The Judgment Should Be Amended to Reflect the Current Amount Due to Barket.

18. At the time of the Settlement Agreement, the amount owed toward the Judgment

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was approximately $114,764.24. Exhibit 4(a)(i). However, the Clerk of the Court was only willing to execute a writ for the total amount of $89,392.90, based on the prior Judgment. Barnabi Declaration, ¶4.

19. Sharda after the Settlement Agreement executed on July 29, 2017 attempted to set aside the Judgment in this case, which was denied; but has also continued to resist fulfilling his obligations under the Settlement Agreement. Therefore, further attorney's fees and costs should be assessed against Sharda and included in an amended judgment.

20. Also, according to the Settlement Agreement, Sharda was required to assign to Barket $1,500,000 in confessions of judgment and promissory notes against Shafik Hirji, Shafik Brown and Boulevard Furniture, Inc. Exhibit 4. If Sharda is unwilling to assign the confessions of judgment and promissory notes, the amount of the judgment should be increased by $1,500,000.

21. In addition, Mr. Mazur expended significant hours defending against Sharda's attempts to set aside the Judgment even after the Settlement Agreement. Current counsel has expended approximately 33.2 hours attempting to enforce, defend or take other efforts to enforce the Settlement Agreement (which have included further collection efforts and ex parte application for a judgment debtor examination). As the undersigned ordinary hourly rate is $325.00, $11,620 should be added to the amount of the amended judgment. Barnabi Declaration, ¶5.

II.

LEGAL ARGUMENT

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

District Courts have the authority to enforce settlement agreements entered between

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parties. *May v. Anderson*, 121 Nev. 668, 119 P.3d 1254 (2005). The Nevada Supreme Court has long held "because a settlement agreement is a contract, its construction and enforcement are governed by principles of contract law." *Id.* at 672. The fact that a party refuses to sign the settlement documents "is inconsequential to the enforcement of the documented settlement agreement." *Id.* at 675. Nevada law favors settlement of cases. N.R.S. 17.245 (providing protection to co-defendants from potential claims of equitable indemnity or contribution by settling the case in good faith). Moreover, Nevada courts will enforce settlement agreements where all the material terms have been reached. *May*, 121 Nev. 668. An agreement in writing, even on the part of a party's attorney's is generally sufficient to show a binding settlement agreement. *Resnick v. Valente*, 97 Nev. 615, 637 P.2d 1205, 1206 (1981), *Ballard v. Williams*, 476 S.E.2d 783, 785 (Ga. Ct. App. 1996).

As explained above, this matter was settled in July 2017 when the parties signed the Settlement Agreement. There is no genuine dispute that the Settlement Agreement is not enforceable, and this Court should enforce the terms therein. *See May*, 121 Nev. at 672. The fact that Sharda and Trata, Inc. refuse to sign the stipulation to dismiss provided, has no bearing on the enforcement. *See Id.* at 675. As the terms of the settlement have been reduced to writing, are clear and binding, the settlement should be enforced by dismissal of the respective claims held by Plaintiff, Sharda and Trata, Inc. and fulfilling all of the remaining terms of the Settlement Agreement.[3] *See Id.* at 668; *Resnick*, 97 Nev. at 637; *Ballard*, 476 S.E.2d at 785. Furthermore, the Settlement Agreement allows for an award of attorney's fees and costs to the prevailing party[4], which award should be provided to the Plaintiffs.

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[3] Pursuant to the Settlement Agreement, a satisfaction of the Judgment in this matter did not have to be provided until receipt of all the items mentioned in Section 2(a)(i)-(viii) were received.

[4] "...the term "prevailing party" is broadly construed so as to encompass plaintiffs, counterclaimants, and defendants. *Valley Elec. Ass'n v. Overfield*, 121 Nev. 7, 10, 106 P.3d 1198, 1200 (2005) (*citing Smith v. Crown Fin. Servs. of Am.*, 111 Nev. 277, 284, 890 P.2d 769, 773 (1995). "[T]he district court may not award attorney fees absent authority under a statute, rule, or contract." *Albios v. Horizon Cmtys., Inc.*, 122 Nev. 409, 417, 132 P.3d 1022, 1028 (2006). "Contract interpretation is a question of law and, as long as no facts are in dispute, this court reviews contract issues de novo, looking to the language of the agreement and the surrounding circumstances." *Redrock Valley Ranchi LLC v. Washoe Cty.*, 127 Nev. 451, 460, 254 P.3d 641, 647–48 (2011). "Parties are free to provide for attorney fees by express contractual provisions." *Davis v. Beling*, 128 Nev. 301, 321, 278 P.3d 501, 515 (2012). "The objective in

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SH23 3A001814

B. THE JUDGMENT SHOULD BE AMENDED TO REFLECT THE ACTUAL CURRENT AMOUNT DUE, PLUS AN AWARD OF ATTORNEY'S FEES AND COSTS, ALONG WITH OTHER DAMAGES WHICH THIS COURT MAY ORDER.

It is believed that the amount agreed upon by the parties in the Settlement Agreement reflected that amount, which was due upon the judgment, or $114,764.24 plus interest accruing at 12% APR. Sharda was also obligated to assign confessions of judgment and promissory notes in the amount of $1.5 million which he likewise failed to provide. The Settlement Agreement allows for attorney's fees and costs to be awarded, and attorney's fees and costs were awarded in the prior judgment.[5]

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interpreting an attorney fees provision, as with all contracts, 'is to discern the intent of the contracting parties.'" *Id.* (*quoting Cline v. Rocky Mountain, Inc.*, 998 P.2d 946, 949 (Wyo. 2000)). To do so, we apply traditional rules of contract interpretation and start our analysis by determining "whether the language of the contract is clear and unambiguous," in which case, "the contract will be enforced as written." *Id.*

[5] Plaintiff believes that the several provisions of NRS 18.010 *et seq.* allow for the Court to enter an award based on its discretion and in accordance with these requests.

III.

CONCLUSION

Based on the foregoing, Plaintiff seeks this Court's Order compelling their performance and requests an award of attorney's fees pursuant to the Settlement Agreement for being forced to seek enforcement. Furthermore, Plaintiff requests that this Judgment in this matter be amended to the correct amount due, plus all other amounts which they Court may include in the Judgment, including but not limited to the $1.5 million in confessions of judgments and promissory notes that were supposed to be assigned to Plaintiff.

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
375 E. Warm Springs Road, Ste. 104
Las Vegas, NV 89119
Attorneys for Plaintiff

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Las Vegas, Nevada 89119
(702) 475-8903 FAX: (702) 966-3718

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of January 2020, I served a copy of the foregoing upon each of the parties via Odyssey E-Filing System pursuant to NRCP 5(b)(2)(D) and EDCR 8.05, which have complied with said rules in providing their requested emails addresses for electronic service:

Robyn Campbell	rcampbell@gordonsilver.com
Charles ("CJ") E. Barnabi Jr.	cj@barnabilaw.com
Bryan Naddafi Esq.	bryan@olympialawpc.com
Marie Twist	marie@barnabilaw.com

A courtesy copy of this document has also been emailed to:

Harold P Gewerter	harold@gewerterlaw.com
D. Bryce Finley	dbrycefinley@gmail.com

Dated this 20th day of January 2020.

/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 in support of the foregoing Motion.

2. That he has read the foregoing Motion 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 the that the email portions and Exhibit 5 attached hereto, are true and correct copies of those documents as represented.

This statement is made under penalty of perjury.

DATED this 20th day of January 2020.

/s/ CJ Barnabi
CJ Barnabi, Esq.

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375 E. Warm Springs Road, Ste. 104
Las Vegas, Nevada 89119
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EXHIBIT 1

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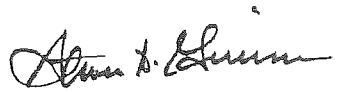

CLERK OF THE COURT

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

Gordon Silver
Attorneys At Law
9320 W. Flamingo Blvd.
Suite 120
Las Vegas, NV 89147
(702) 796-5555

101401-003/2687656

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CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional corporation, Plaintiff, vs. NAVNEET N. SHARDA, Defendant.	CASE NO. A-15-712697-C DEPT. NO. XVI **DEFAULT JUDGMENT**

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

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

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

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

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

DISTRICT COURT JUDGE

Submitted by:

GORDON SILVER

MARK S. DZARNOSKI
Nevada Bar No. 8398
500 N. Rainbow Blvd., Suite 120
Las Vegas, Nevada 89107
Tel: (702) 796-5555
Attorneys for Plaintiff

EXHIBIT 2

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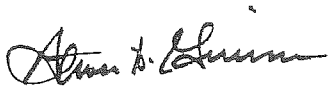

CLERK OF THE COURT

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 6 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 ACKNOWLEDMENT 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

Anna Diallo, an employee of
GORDON SILVER

EXHIBIT 3

SH2.PA001828

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

STATE OF NEVADA
COUNTY OF CLARK

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

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

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

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

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

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

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

FAILURE TO APPEAR AT THE JUDGMENT DEBTOR'S EXAMINATION

6. On May 11, 2017, the Judgment Creditor filed an *Ex Parte Motion for Order Allowing Examination of Judgment Debtor*. The Order allowing Examination of Debtor was 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

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

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

JUDGMENT DEBTOR EXAMINATION OF DEFENDANT SHARDA

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

a. He owned several foreign entities that were domiciled in the Country of Nevis.
b. That he had business entities that he failed to file annual U.S. Corporate Tax Returns as required by law.
c. That he controls funds held in various investment accounts at ########### in excess of $500,000 that would be sufficient to cover payment of the Judgment.
d. Sharda, as the Court appointed Administrator of his father's probate estate, admitted that he failed to include all of the assets as he was required to do pursuant to his duties.
e. That Sharda received assets from his father, without receiving consideration, prior to his father filing for U.S. Bankruptcy protection.
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.

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

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

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

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

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

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

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

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

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

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

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

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

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

MICHAEL D. MAZZE, ESQ.

EXHIBIT 4

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional corporation,	) CASE NO.: A-15-712697-C) DEPT. NO.: XVI
Plaintiff,	) SETTLEMENT AGREEMENT
vs.	
NAVNEET S. SHARDA,	
Defendant.	

SETTLEMENT AGREEMENT

SH2.9A01836

SH29A501837

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

PLAINTIFF:

By: _____
Name: Dunkin, assignee

DEFENDANT:

By: _____
Name: [illegible]

SH2JA001838

EXHIBIT 5

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

Brandon B. McDonald, Esq.

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional corporation,	)	CASE NO.: A-15-712697-C
	)	DEPT. NO.: XVI
	)	
Plaintiff,	)	SETTLEMENT AGREEMENT
	)	
vs.	)	
NAVNEET N. SHARDA,	)	
	)	
Defendant.	)	

SETTLEMENT AGREEMENT

SH2.9A001842

SH2-521 A001843

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

PLAINTIFF:	DEFENDANT:
By: _____	By: _____
Steven Barker, Judgment	Stephen K. Gharib

SH2022001844

DOCUMENT “34”

DOCUMENT “34”

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Steven D. Grierson
CLERK OF THE COURT

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,

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.
_____/

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

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 VI of VIII)

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

MICHAEL AHDERS, an individual,

Plaintiff,

vs.

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

Defendants.
_____/

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

(Volume VI of VIII)

COMES NOW the Defendants, Boulevard Furniture, Inc.; Furniture Boutique, LLC, Shafik Hirji; and Shafik Brown by and through their counsel, Daniel Marks, Esq., and Teletha L. Zupan, Esq., of the Law Office of Daniel Marks, and hereby submit their Appendices for Defendants' Opposition to Counterclaimants' Motion for Clarification, and/or in the Alternative, 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

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

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 11th day of January, 2021, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted a true and correct copy of the above and foregoing **APPENDICES FOR DEFENDANTS' OPPOSITION TO COUNTERCLAIMANTS' MOTION FOR CLARIFICATION, AND/OR IN THE ALTERNATIVE, MOTION FOR RELIEF, RECONSIDERATION, AND/OR TO ALTER OR AMEND JUDGMENT** by way of Notice of Electronic Filing provided by the court mandated E-file & Serve system to the following:

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

Michael R. Mushkin, Esq.
6070 S. Eastern Ave., Ste. 270
Las Vegas, Nevada 89119
Attorney for Plaintiffs, Steven Barket and G65 Ventures, LLC

Karen Ross, Esq.
2275 Corporate Circle, Ste. 160
Henderson, Nevada 89074
Attorney for Defendant/Counterclaimants Navneet Sharda and Trata, Inc.

/s/ Teletha Zupan
An employee of the
LAW OFFICE OF DANIEL MARKS

EXHIBIT "38"

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

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Steven D. Grierson
CLERK OF THE COURT

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

EIGHTH JUDICIAL DISTRICT

CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional corporation, Plaintiff, v. NAVNEET N. SHARDA, Defendant.	C: A-15-712697-C DEPT. NO.: XVI DATE OF HEARING: February 25, 2020 HEARING TIME: 9:00 a.m.

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

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

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

Dated this 5th day of February, 2020.

Respectfully Submitted,

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

MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction

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

II. Statement of Facts

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

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

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

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

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

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

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

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

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

III. Legal Authorities and Argument

a) Motions to enforce, generally

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

b) Sharda has satisfied the Settlement Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. Conclusion

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

Dated this 5th day of February, 2020.

Respectfully Submitted,

/s/ Harold P. Gewerter, Esq.

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

CERTIFICATE OF SERVICE

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

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

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

EXHIBIT A

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Steven D. Grierson
CLERK OF THE COURT

MOT
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Attorneys for Defendant
Navneet N. Sharda

EIGHTH JUDICIAL DISTRICT

CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional corporation, Plaintiff, v. NAVNEET N. SHARDA, Defendant.	C: A-15-712697-C DEPT. NO.: XVI **ORAL ARGUMENTS REQUESTED** DATE OF HEARING: HEARING TIME:

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

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

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

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

Dated this 29th day of January, 2020,

Respectfully Submitted,

/s/ Harold P. Gewerter

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

Declaration of Harold P. Gewerter, Esq.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Further, your Declarant Sayeth not.

Harold P. Gewerter, Esq.

MEMORANDUM OF POINTS AND AUTHORITIES

I. Statement of Facts

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

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

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

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

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

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

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

II. Legal Authorities and Arguments

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

Under NRCP 45, "a party may move the court to quash or modify a subpoena if it is unreasonable or oppressive." *Humana, Inc. v. Eighth Judicial District Court*, 110 Nev. 121, 867 P.2d 1147 (1994). *See also Premium Service Corp. v. Sperry and Hutchinson Co.*, 511 F.25 225 (9th Cir. 1975) ("A district court may quash a subpoena duces tecum, the results of which it finds unreasonable and oppressive.").

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

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

b) The Writ of Execution should also be quashed

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

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

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III. Conclusion

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

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

Dated this 29th day of January, 2020,

Respectfully Submitted,

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

CERTIFICATE OF SERVICE

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

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

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

EXHIBIT A

SH2940001871

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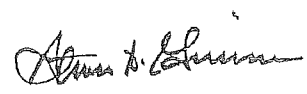

CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional corporation, Plaintiff, vs. NAVNEET N. SHARDA, Defendant.	CASE NO. A-15-712697-C DEPT. NO. XVI **DEFAULT JUDGMENT**

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

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

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

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

IT IS SO ORDERED this 30 day of September, 2015.

DISTRICT COURT JUDGE

Submitted by:

GORDON SILVER

MARK S. DZARNOSKI
Nevada Bar No. 8398
500 N. Rainbow Blvd., Suite 120
Las Vegas, Nevada 89107
Tel: (702) 796-5555
Attorneys for Plaintiff

EXHIBIT B

CANCER CARE CENTER

Steven Barket

09738

7/31/2017

114,764.24

Enterprise Bank and T Gordon Silver Judgement

114,764.24

CANCER CARE CENTER

Steven Barket

09738

7/31/2017

114,764.24

Enterprise Bank and T Gordon Silver Judgement

114,764.24

Rev 2/14

102541

10254 (8/16) J120049

EXHIBIT C

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Steven D. Grierson
CLERK OF THE COURT

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

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

NOTICE OF ENTRY OF ORDER

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

Dated this 13th day of January 2020.

THE BARNABI LAW FIRM, PLLC

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

CERTIFICATE OF SERVICE

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

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

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

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

Nanveet Sharda

1800 Melfi Court
Henderson, NV 89012

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

Nanveet Sharda
1800 Melfi Court
Henderson, NV 89012

Dated this 13th day of January 2020.

/s/ Marie Twist
An employee of The Barnabi Law Firm, PLLC

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1/10/2020 1:53 PM
Steven D. Grierson
CLERK OF THE COURT

ORDR
THE BARNABI LAW FIRM, PLLC
CHARLES ("CJ") E. BARNABI JR., ESQ.
Nevada Bar No. 14477
375 E. Warm Springs Road, Ste. 104
Las Vegas, NV 89119
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Telephone: (702) 475-8903
Facsimile: (702) 966-3718
Attorneys for Plaintiff/Judgment Creditor

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional corporation, Plaintiff/Judgment Creditor, vs. NAVNEET N. SHARDA; Defendant/Judgment Debtor.	Case No.: A-15-712697-C Dept. No.: XVI

ORDER ALLOWING EXAMINATION OF JUDGMENT DEBTORS

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

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

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

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

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

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

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

FURTHER, YOUR FAILURE TO APPEAR AT THE TIME AND PLACE STATED ABOVE MAY RESULT IN A BENCH WARANT BEING ISSUED FOR YOUR ARREST.

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IT IS FURTHER ORDERED that this Order shall be served at least 15 days prior to the Examination, by personal service if able and/or mailing the Order by regular mail and certified mail return receipt requested to the Judgment Debtors last known address of 1800 Melfi Court, Las Vegas, NV 89012.

DATED this 8th day of January 2020.

EIGHTH JUDICIAL DISTRICT COURT
Clark County, Nevada

DISTRICT COURT JUDGE

Submitted by:
THE BARNABI LAW FIRM, PLLC

/s/ CJ Barnabi
Charles E. ("CJ") Barnabi Jr.
Nevada Bar No.: 14477
Attorneys for Plaintiff/Judgment Creditor

EXHIBIT A

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

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

12. All evidence of any and all notes, contracts, negotiable instruments receivable or accounts receivable whether due or not due belonging to you or in which you have any interest;

13. All titles, deeds or contracts of sale for any real property owned, purchased or being purchased or sold, in which You have any interest either alone or jointly with any other person for the last year;

14. Documents evidencing title or ownership in any property or business in which you have any ownership interest;

15. A complete list of all items of personal property owned by you whose value exceeds $500, including but not limited to automobiles, boats, household fixtures, furnishings and appliances, whether they are paid for or not;

16. A copy of the last two years Employer's Quarterly Contribution and Wage Report Form NUCS-4072 for the State of Nevada;

17. Copy of your company's most recent filing of your Modified Business Tax Return for Nevada Department of Taxation;

18. All documents and instruments relating to the capital structure of the Company;

19. List of all shareholders in each class of capital stock of the Company and the percentage of capital stock of the Company owned by each such shareholder, including all outstanding options or warrants to purchase capital stock of the Company;

20. Stock certificate books, ledgers or other appropriate stock records of the Company;

21. Copies of all warrants, options, calls, commitments, rights (including stock option and employee stock purchase or ownership plans or similar plans) relating to

securities of the Company, including any redemption or repurchase agreements related thereto;

22. All agreements pertaining to the ownership of, or voting rights pertaining to, capital stock of the Company, including any agreements between the Company and any of its stockholders and any agreements under which any person has registration or preemptive rights;

23. List of all software, trademarks, trade names or other intellectual property rights (trade secrets, formulas, shop rights, service marks, copyrights, inventions, know-how and technical information) owned by you or the company showing for each the registration number, date of registration, registrant and use;

24. Copies of any insurance policies on which you are the owner or beneficiary;

25. Copies of any trusts in which you are a beneficiary;

26. Copies of Articles of Organization or Incorporation for any limited liability companies, limited partnerships, corporations or other artificial entity in which you have a five percent share/membership interest, or more; and

27. Copies of any complaint, counterclaims or other similar filings submitted to a Court of law, in which you are currently seeking compensation.

EXHIBIT D

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Steven D. Grierson
CLERK OF THE COURT

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

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

EX PARTE APPLICATION FOR EXAMINATION OF JUDGMENT DEBTORS

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

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

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MEMORANDUM OF POINTS AND AUTHORITIES

I.

BRIEF STATEMENT OF FACTS

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

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

II.

LEGAL ANALYSIS

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

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

> 1. A judgment creditor, at any time after the judgment is entered, is entitled to an order from the judge of the court requiring the judgment debtor to appear and answer upon oath or affirmation concerning his property, before:
>
> (a) The judge or a master appointed by him; or
>
> (b) An attorney representing the judgment creditor, at a time and place specified in the order. No judgment debtor may be required to appear outside the county in which he resides...

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

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

III.

CONCLUSION

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

Dated this 7th day of January 2020.

THE BARNABI LAW FIRM, PLLC

By: /s/ CJ Barnabi

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

EXHIBIT E

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

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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

WRIT OF EXECUTION

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

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

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

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

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

(See below for exemptions which may apply)

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

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

☐ Earnings. The amount subject to garnishment and this writ shall not exceed for any

one pay period the lesser of:

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

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

☐ Earnings (Judgment or Order of Support)

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

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

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

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

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

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

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

STEVEN D. GRIERSON, CLERK OF COURT

By: JAN 0 8 2020

Deputy Clerk Date
DEMOND PALMER

Submitted by:
THE BARNABI LAW FIRM, PLLC

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

///

///

RETURN

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

DOUG GILLESPIE, SHERIFF CLARK COUNTY

_____

Deputy Date

NOTICE OF EXECUTION AFTER JUDGMENT

(Per NRS 21.075)

READ THIS NOTICE CAREFULLY

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

YOUR PROPERTY IS BEING ATTACHED OR YOUR WAGES ARE BEING GARNISHED

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

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

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

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

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

10. All money reasonably deposited with a landlord by you to secure an agreement to rent or lease a dwelling that is used by you as your primary residence, except that such money is not exempt with respect to a landlord or landlord's successor in interest who seeks to enforce the terms of the agreement to rent or lease the dwelling.
11. A vehicle, if your equity in the vehicle is less than $15,000.
12. At least eighty-two percent of the take-home pay for any workweek if your gross weekly salary or wage was $770 or less on the date the most recent writ of garnishment was issued; or seventy-five percent of the take-home pay for any workweek if your gross weekly salary or wage exceeded $770 on the date the most recent writ of garnishment was issued; or if the weekly take-home pay is less than 50 times the federal minimum hourly wage, the entire amount may be exempt.
13. Money, not to exceed $1,000,000 in present value, held in:

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

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CLARK COUNTY SHERIFF

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

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

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

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

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

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

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

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

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

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

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

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

17. If a trust contains a spendthrift provision:

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

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

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

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

20. Payments, in an amount not to exceed $16,150, received as compensation for personal injury, not including compensation for pain and suffering or actual pecuniary loss, by the judgment debtor or by a person upon whom the judgment debtor is dependent at the time the payment is received.

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

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

23. Payments received as restitution for a criminal act.

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

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

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

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

© 2019 Civil Law Self-Help Center

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

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

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

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

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

PROCEDURE FOR CLAIMING EXEMPT PROPERTY

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

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

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

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

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

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CHECKLIST FOR FILING A "CLAIM OF EXEMPTION"

☐ 1. Read the list of exemptions in this notice to determine whether any of your property or money is exempt from execution (in other words, protected from being taken to pay the judgment against you).

☐ 2. Obtain a "Claim of Exemption" form from the clerk at the court where the judgment against you was issued or from the Civil Law Self-Help Center, which is located at the Regional Justice Center in downtown Las Vegas, or on its website, www.civillawselfhelpcenter.org.

☐ 3. Fill out the Claim of Exemption form. If you have documentation that proves the exemptions you are claiming, attach the documentation to the Claim of Exemption form (but be sure to black out any personal information, such as Social Security numbers, bank account numbers, etc.).

☐ 4. Take the completed Claim of Exemption form to the court where the judgment against you was issued, and file the Claim of Exemption with the court clerk.

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

☐ 5. After your Claim of Exemption has been filed with the court, mail a copy of your file-stamped Claim of Exemption to the following three parties:
- ☐ The Constable or Sheriff who mailed you the Writ of Execution or served your bank or employer;
- ☐ The judgment creditor's attorney (or the judgment creditor directly if no attorney is involved);
- ☐ Any garnishee (likely your employer, if your wages are being garnished; your bank, if your bank account has been attached; or some other third-party, if money or assets in the third-party's possession have been executed against).

☐ 6. Watch your mail. After receiving your Claim of Exemption, the judgment creditor has eight days to file an objection. If an objection is filed, a hearing will be set. You will receive a copy of the objection and a notice of the hearing in the mail.

☐ 7. Attend the court hearing if one is set. Before the hearing, collect whatever documentation you need to show that you are entitled to the exemptions you have claimed. Take your documentation to the hearing, along with a proposed order for the judge to sign. (You can obtain a form order from the clerk of the court or on the Civil Law Self-Help Center's website, www.civillawselfhelpcenter.org.) At the hearing, it will be your responsibility to prove to the judge that your claimed exemptions are appropriate.

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

© 2019 *Civil Law Self-Help Center*

EXHIBIT F

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

January 23, 2020

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

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

Dear CJ,

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

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

Sincerely,

Harold P. Gewerter, Esq.

HPG/skh

cc: Client

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

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

January 23, 2020

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

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

Dear CJ,

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

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

Sincerely,

Harold P. Gewerter, Esq.

HPG/skh

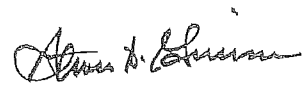
Enclosures

cc: Client

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

EXHIBIT B

Electronically Filed
09/08/2015 10:41:26 AM



CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional corporation, Plaintiff, vs. NAVNEET N. SHARDA, Defendant.	CASE NO. A-15-712697-C DEPT. NO. XVI **DEFAULT JUDGMENT**

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

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

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that post-judgment interest shall accrue from the date of entry of the judgment until paid at the contract rate of 13% per annum.

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

DISTRICT COURT JUDGE

Submitted by:

GORDON SILVER

MARK S. DZARNOSKI
Nevada Bar No. 8398
500 N. Rainbow Blvd., Suite 120
Las Vegas, Nevada 89107
Tel: (702) 796-5555
Attorneys for Plaintiff

EXHIBIT C

CANCER CARE CENTER

Steven Barket

09750

7/31/2017

114,764.24

Enterprise Bank and T Gordon Silver Judgement

114,764.24

CANCER CARE CENTER

Steven Barket

09738

7/31/2017

114,764.24

Enterprise Bank and T Gordon Silver Judgement

114,764.24

Rev 2/14

102541

10254 (8/16)-J125049

EXHIBIT D

Recording Requested By:

When Recorded Return To:

ASSIGNMENT OF SECURED PROMISSORY NOTE

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

LENDER is the holder of a SECURED PROMISSORY NOTE dated September 1, 2017, in the face amount of $585,000.00, due and payable by BORROWERS: Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd., Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein 'GIZMO"), S550 Investments Inc. a Nevada corporation (herein 'S550"), SL550 Investments, Inc., a Nevada corporation ("SL550"), Genesis Investments, Inc., a Nevada corporation ("GENESIS"), 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)") ("the SECURED PROMISSORY NOTE")

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

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

CANCER CARE FOUNDATION, INC.

By: NAV SHARDA
Its: President/Chairman

SUBSCRIBED AND SWORN to before me on the 13th Day of October 2017.

Notary Public

DIANNA MARIE MULLIS
Notary Public-State of Nevada
APPT. NO. 10-2172-1
My App. Expires May 19, 2018

Recording Requested By:

When Recorded Return To:

ASSIGNMENT OF SECURED PROMISSORY NOTE

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

LENDER is the holder of a SECURED PROMISSORY NOTE dated September 1, 2017, in the face amount of $1,531,564.50, due and payable by BORROWERS: Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd., Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein "GIZMO"), S550 Investments Inc. a Nevada corporation (herein "S550"), SL550 Investments, Inc., a Nevada corporation ("SL550"), Genesis Investments, Inc., a Nevada corporation ("GENESIS"), 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 Trata, Inc. a Nevada corporation (herein "LENDER") on the other hand, with a principal place of business at 3509 E. Harmon Ave, Las Vegas, Nevada 89121 ("the SECURED PROMISSORY NOTE")

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

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

TRATA, INC.

By: NAV SHARDA
Its: President

SUBSCRIBED AND SWORN to before me on this 13th Day of October, 2017,

Notary Public

DIANNA MARIE MULLIS
Notary Public-State of Nevada
APPT. NO. 10-2172-1
My App. Expires May 19, 2013

Electronically Filed
10/10/2018 9:31 AM
Steven D. Grierson
CLERK OF THE COURT

0001
MCDONALD LAW OFFICES
BRANDON B. MCDONALD, ESQ
Nevada Bar No. 011206
CHARLES ("CJ") E. BARNABI JR. ESQ.
Nevada Bar No. 14477
2451 W. Horizon Ridge Pkwy., #120
Henderson, Nevada 89052
Telephone: (702) 992-0569
Facsimile: (702) 992-0569
Attorneys for Plaintiffs/Counter-Defendant

DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN BARKET, an individual; and G65 VENTURES, LLC., a Nevada Limited Liability Company, Plaintiffs, vs. SHAFIK HIRJI, an individual; SHAFIK BROWN, an individual; and NAVNEET SHARDA, an individual; FURNITURE BOUTIQUE, LLC., A Nevada Limited Liability Company, and DOES 1-X, inclusive and ROE CORPORATIONS XI through XX, Defendants. AND ALL RELATED MATTERS	Case No.: A-17-756274-C Dept. No.: XVIII Hearing Date: Hearing Time:

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

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

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

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

DATED this 10th day of October 2018.

McDONALD LAW OFFICES, PLLC

By: /s/ CJ Barnabi

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

NOTICE OF MOTION

TO: ALL INTERESTED PARTIES;

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

DATED this 10th day of October 2018.

McDONALD LAW OFFICES, PLLC

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

MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF FACTS

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

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

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

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

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.

Exhibit 1, without enclosure.[1]

4. 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.

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

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

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

> 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.

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

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

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

II.

LEGAL ARGUMENT

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

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

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

As explained above, this matter was settled in July 2017 when the parties signed the Settlement Agreement. There is no genuine dispute that the Settlement Agreement is not enforceable, and this Court should enforce the terms therein. *See May*, 121 Nev. at 672. The fact that Sharda and Trata, Inc. refuse to sign the stipulation to dismiss provided, has no bearing on the enforcement. *See Id.* at 675. As the terms of the settlement have been reduced to writing, are clear and binding, the settlement should be enforced by dismissal of the respective claims held by Plaintiff, Sharda and Trata, Inc. *See Id.* at 668; *Resnick*, 97 Nev. at 637; *Ballard*, 476 S.E.2d at 785. Furthermore, the Settlement Agreement allows for an award of attorney's fees and costs to the prevailing party[1], which award should be provided to the Plaintiffs.

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

III.

CONCLUSION

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

DATED this 10th day of October 2018.

McDONALD LAW OFFICES, PLLC

By: /s/ CJ Barnabi

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

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

DATED this 10th day of October 2018.

/s/ CJ Barnabi
CJ Barnabi, Esq.

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of October 2018, I served a copy of the foregoing upon each of the parties via Odyssey E-Filing System pursuant to NRCP 5(b)(2)(D) and EDCR 8.05, which have complied with said rules in providing their requested emails addresses for electronic service:

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

Shafik Hirji:
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Furniture Boutique LLC:
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Trata Inc.:
Luz Garcia (nvrec@olympialawpc.com)
Kurt Naddafi (kurt@olympialawpc.com)
Bryan Naddafi (bryan@olympialawpc.com)

Dated this 10th day of October 2018.

/s/ CJ Barnabi
An employee of McDonald Law Offices, PLLC

BRANDON B. McDONALD, ESQ.

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August 1, 2018

Via E-mail
Bryan Naddafi

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

Mr. Naddafi:

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

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

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

McDONALD LAW OFFICES, PLLC

Brandon B. McDonald, Esq.

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11/2/2018 12:35 PM
Steven D. Grierson
CLERK OF THE COURT

OPP
Harold P. Gewerter, Esq.
Nevada Bar Number: 499
HAROLD P. GEWERTER, ESQ., LTD.
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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. AND ALL RELATED MATTERS	Case No.: A-17-756274-C Dept. No.: XVIII **Hearing Date: 11/27/18** **Hearing Time: 9:00 a.m.**

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.

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

DATED this 2nd day of November, 2018.

HAROLD P. GEWERTER, ESQ., LTD.

/s/ Harold P. Gewerter, Esq.
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MEMORANDUM OF POINTS AND AUTHORITIES

I. Statement of Facts

Background

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

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

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

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

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

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

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

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

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

The Settlement Agreement

On July 29, 2017, the parties entered into the subject Settlement Agreement to appease Barket. As the Court will note, the subject Settlement Agreement, which was not publicly filed per the terms therein, is contained under the caption "Gordon Silver v. Sharda," Case No. A-15-712697.[2] As just

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

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

Without referring to the terms of the subject Settlement Agreement herein as they are confidential, Sharda can only reveal herein the following facts:[3] First, Sharda was pressured into signing the Settlement Agreement under threat of eminent physical harm. 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.[4] This conversation took part privately between Barket and Sharda outside of the presence of their respective counsels. Morover, 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. Second, it is Barket, not Sharda, who has materially breached the Settlement Agreement. Barket has received a financial windfall from Sharda per the terms of the Agreement because Sharda (and only Sharda) has complied with all of its terms. Third, Barket claims that the subject Settlement Agreement contains mutual release clauses which simply do not exist. And fourth, Counterclaimant Trata, Inc. was not a party to the Settlement Agreement and cannot be bound to its terms.

---

[3] Defendants/Counterclaims respectfully request that the November 27, 2018 Hearing on the instant 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

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

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

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

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

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

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

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

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

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

III. Conclusion

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

DATED this 2nd day of November, 2018.

HAROLD P. GEWERTER, ESQ., LTD.

/s/ Harold P. Gewerter, Esq.
Harold P. Gewerter, Esq.
Nevada Bar Number: 499
1212 South Casino Center Blvd.
Las Vegas, Nevada 89104
Phone: (702) 382-1714
Fax: (702) 382-1759
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CERTIFICATE OF SERVICE

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

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

Daniel Marks, Esq.
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Telephone: (702) 386-0536
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/s/: Sonja K. Howard
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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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.

DR. NAVNEET SHARDA

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

NOTARY PUBLIC
in and for the State of Nevada, County of Clark.
My Commission Expires: 03/01/2020

NOTARY PUBLIC
SONJA KAY MOORE
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. MARCH 1, 2020
No: 98-5173-1

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

EXHIBIT "39"

Various cash withdrawals to pay Barket

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

Withdrawal 6854

WELLS FARGO

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

Account Number

* 8823152073

Date 02/09/17

Please print: Name Shafik Brown

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

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

X

Seventeen thousand five hundred 00/100 Dollars $ 17,500 .00

Wells Fargo Internal Use When Blank
Wells Fargo Confidential When Completed

Bank Use Only (When CVT is Not Available) TL8586 (04/16) WFoms 8000-0746

Customer Id	Exp. date	Token Verified (✓) ☐	Approval

⑈6854⑈ ⑆500000694⑆

1183615098

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

Withdrawal / Retiro:

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

6331

WELLS FARGO

Account Number/ Número de cuenta

* 8823156073

Date/Fecha 2/24/17

Please print: Name / Letra de Imprenta: Nombre

Shatik Brown

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

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

Two forms of ID may be required. Se podrían requerir dos tipos de identificación.

X

Six thousand and 00/100 Dollars $ 6000.00

Bank Use Only (When SVT is Not Available) 7L/8200 (04/15) Forms 60205307

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

⑈6331⑈ ⑆500000694⑆

Wells Fargo Retail Use When Blank; Wells Fargo Confidential When Completed

6342164368

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

Withdrawal / Retiro:

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

6188

WELLS FARGO

Account Number/ Numero de cuenta

* 8823156073

Date/Fecha 2/25/17

Please print: Name / Letra de imprenta: Nombre

Shafik Brown

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

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

X

Wells Fargo Ireland, Dublin Branch
Wells Fargo Confidential When Completed

nine thousand five hundred and 00/100 Dollars $ 9500.00

Bank Use Only (When SVT is Not Available) TU8250 (04/15) ewrite 80206987

Customer Id:	Exp. date:	Token Verified (✓) ☐	Approved:

⑈6188⑈ ⑆500000694⑆

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Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	C
VIEWPOINTE	20170208	7136	32127074	8823156073	000069	20,000.00	6342169157	

Withdrawal / Retiro:

7136

(Check One / (Marque una) [X] Checking / Cuenta de Cheques [ ] Savings / Ahorros [ ] Money Market Access [ ] Command

WELLS FARGO

Account Number / Número de cuenta

* 88 23156073

Date/Fecha 2/8/17

Please print: Name / Letra de imprenta: Nombre

Shafir Brown

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

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

X

Wells Fargo Internal Use When Blank
Wells Fargo Confidential When Completed

Twenty Thousand 00/100 Dollars $ 20,000.00

Bank Use Only (When SVT is Not Available) TUF0250 (04/15) WF0110 85170853

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

⑈7136⑈ ⑆500000694⑆

63216915

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

Withdrawal / Retiro:

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

5475

WELLS FARGO

Account Number/ Número de cuenta

* 8823156073

Date/Fecha 2/7/17

Please print: Name - / Letra de Imprenta: Nombre

Shatifs Brown

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

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

X

Fifty Thousand

$ 50000.00

Dollars

Bank Use Only (When SVT is Not Available) TJ8220 (04/15) WF919 60255387

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

⑆5475⑆ ⑈5000006944⑈

Wells Fargo Home Mortgage Wells Fargo Dealer Services

1185387471

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

Withdrawal/Retiro:

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

4339

WELLS FARGO

Account Number/ Número de cuenta

* 8823156073

Date/Fecha 2-2-17

Please print: Name - /Letra de imprenta: Nombre

Shafiz Brown

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

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

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seven thousand five hundred Dollars $ 7500.00

Bank Use Only (When SVT is Not Available)

TLR8230 (04/15) MP0116 50325424

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

⑈4339⑈ ⑆500000694⑆

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

Withdrawal

9068

WELLS FARGO

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

Account Number

*8823 156073

Date 3-4-17

Please print: Name Shayla Hill

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

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

X

Six thousand Dollars $ 6000.00

Wells Fargo Internal Use When Blank
Wells Fargo Confidential When Completed

Bank Use Only (When SVT Is Not Available) TLR3568 (04/15) WFS#: 80004748

Customer Id:	Exp. date:	Teller Verified (✓) ☐	Approval:

⑈9068⑈ ⑆500000694⑆

$1188812880

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

Withdrawal / Retiro:

9364

WELLS FARGO

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

Account Number/ Número de cuenta

*88 231 56073

Date/Fecha 1/25/17

Please print: Name - / Letra de imprenta: Nombre

Shafik Brown

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

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

Two forms of ID may be required. / Se podrían requerir dos tipos de identificación.

X

Ten thousand Dollars $ 10000.00

Bank Use Only (When SVT Is Not Available)

TLR9250 (04/15) #r0116 - 80173833

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

⑈9364⑈ ⑆500000694⑆

Web Form Internal Use When Blank; Wells Fargo Confidential When Completed

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

Withdrawal / Retiro: 7369

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

Account Number / Número de cuenta: *8823156073

Date/Fecha: 1/25/17

Please print: Nombre / Letra de imprenta: Nombre: Dwayne Brown

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

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

X

Thirty thousand Dollars $ 30000.—

Bank Use Only (When SVT is Not Available) TLRV030 (04/15) WFBNA 8017583

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

⑈7369⑈ ⑆500000694⑆

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

Withdrawal/Retiro:

9374

WELLS FARGO

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

Account Number/ Número de cuenta: *8823156073

Date/Fecha: 1/25/17

Please print: Name - Letra de imprenta: Nombre: Shatik Brown

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

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

X

Twenty thousand Dollars $ 20000.00

Bank Use Only (When EVTS Not Available) TLR5230 (04/15) Wells 80173633

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

⑈9374⑈ ⑆500000694⑆

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EXHIBIT “40”

Postcards/Mailers

www.shafikhirji.com
unofficial site

Shafik Hirji

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

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

ORDER

Based on the Findings of Fact and Conclusions of Law contained herein:

IT IS HEREBY ORDERED that the Application for Default Judgment is hereby **GRANTED.**

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

IT IS FURTHER ORDERED that Defendant SHAFIK HIRJI is permanently enjoined against continuing to engage or participate in the automotive repair business in any manner, either directly or indirectly, except by way of open and transparent ownership and/or control and

EXHIBIT “41”

Declaration of Shafik Hirji
dated July 28, 2020

DECLARATION OF SHAFIK HIRJI

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

1. That Affiant is the Defendant in the above entitled consolidated action and that this Declaration is submitted in support of the foregoing Motion to Dismiss with Prejudice and for Related Relief.
2. On or about March 5, 2017, I stopped communicating with Steve Barket.
3. Shortly thereafter, Steve Barket disseminated fliers and postcards/mailers, which inferred that I was untrustworthy, dishonest, and a scam artist, who sets up fake business fronts, and commits bankruptcy fraud to escape my creditors to various people. Barket disseminated the postcards/ mailers to customers in the vicinity, business associates of my son, Shafik Brown and I, the landlords for each business, all of the tenants and employees surrounding each business, including but not limited to the tenants and employees in the boulevard mall, neighboring business owners, and employees of Furniture Fashions, Champagne Salon & Spa, Olivia's Mexican Restaurant & Bar, Hitari Restaurant & Sports Bar, and Furniture Boutique.
4. Steve Barket also sent the postcards/ mailers to the neighbors in the community, which my son and I live in.
5. Steve Barket created various private smear websites to smear my name and reputation within the community as well as my family, my friends, and our business associates. He also created a website/webpage regarding our counsel at danielmarksexamined.com. Barket portrayed me, my family, their businesses, and their business associates in a negative light on his various websites to harm not only my reputation but also the reputation of my family, and their business and/or to financially harm myself, my family, and their businesses.
6. Champagne Salon & Spa had two locations, which opened in approximately ____ 2015. Both locations had been in existence for approximately __ years and were profitable as each earned approximately $____ a month or $___ a year. Shortly

after Steve Barket disseminated the postcards/mailers the business drastically declined from approximately $____ a month to $____ a month. Defendants closed both locations on or about _____.

7. Olivia's Mexican Restaurant & Bar opened in approximately ____ 20__ . Olivia's Mexican Restaurant & Bar had been in existence for approximately __ years and was profitable as it earned approximately $____ a month or $___ a year. Shortly after Steve Barket disseminated the postcards/mailers the business drastically declined from approximately $____ a month to $____ a month. Defendants closed Olivia's Mexican Restaurant & Bar on or about _____.

8. Hitari's Mexican Restaurant & Sports Bar opened in approximately ____ 2017. Hitari's Mexican Restaurant & Sports Bar had only been in existence for short time approximately __ months, but it was profitable. Shortly after Steve Barket disseminated the postcards/mailers the business drastically declined from approximately $____ a month to $____ a month. Defendants closed Hitari Restaurant & Sports Bar on or about _____.

9. The Furniture Boutique, LLC, which was the basis for this lawsuit had a delayed opening from May 2018 to June ___, 2018, because of funding issues caused by Barket syphoning money away from the business. Due to the location, Furniture Boutique, LLC, should have been profitable. However, Steve Barket's dissemination by way of the postcards/mailers and/or his various websites precluded the business from becoming profitable. Furniture Boutique, LLC, closed on ____ __, 20__.

10. This statement is made under penalty of perjury.

/ / / /

/ / / /

/ / / /

/ / / /

/ / / /

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

DATED this ____ day of July, 2020.

_____
Shafik Hirji