

**Case No. 87943**

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

BLACKSTAR ENTERPRISES GROUP, INC

*Appellant,*

v.

GS CAPITAL PARTNERS LLC,

*Respondent,*

Appeal from the Eighth Judicial District Court, Clark County  
The Honorable Mark R. Denton, District Judge  
District Court Case No. A-23-881099-B

Electronically Filed  
Feb 14 2024 04:35 PM  
Elizabeth A. Brown  
Clerk of Supreme Court

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**DOCKETING STATEMENT CIVIL APPEALS**

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*Attorneys for Appellant Blackstar Enterprises Group*

## **GENERAL INFORMATION**

Appellant must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

## **WARNING**

Appellant acknowledges that this statement must be completed fully, accurately and on time pursuant to NRAP 14(c); that the Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate; and that failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement.

Appellant further acknowledge that this Court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. *See KDI Sylvan Pools v. Workman*, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Appellants have used slip sheets to separate any attached documents.

1. Judicial District: Eighth                      Department: XIII  
County: Clark                                      Judge: The Honorable Mark Denton  
District Ct. Docket No.:                      A-23-881099-B

2. **Attorney(s) filing this docket statement:**

Attorney:                      Maximilien D. Fetaz, Esq.  
                                        Eric D. Walther, Esq.  
  
                                        Brent R. Owen, Esq. (*pro hac vice*)  
  
Firms:                              Brownstein Hyatt Farber Schreck LLP  
  
                                        Haynes and Boone, LLP  
  
Address:                          100 North City Parkway, Suite 1600  
                                        Las Vegas, NV 89106  
  
                                        675 15th Street, Suite 2200  
                                        Denver, Colorado 80202  
  
Client(s):                          Blackstar Enterprises Group, Inc.

3. **Attorneys representing respondents:**

Attorneys:                      Ogonna M. Brown, Esq.  
                                        Trent Earl, Esq.  
                                        Christine R. Hotchkin, Esq.  
  
Firm:                                Lewis Roca Rothgerber Christie LLP  
  
Address:                          3993 Howard Hughes Parkway, Suite 600  
                                        Las Vegas, NV 89169  
  
Client:                                GS Capital Partners, LLC

**4. Nature of disposition below (check all that apply):**

- |   |   |
|---|---|
| <input type="checkbox"/> Judgment after bench trial         | <input type="checkbox"/> Dismissal                                      |
| <input type="checkbox"/> Judgment after jury verdict        | <input type="checkbox"/> Lack of jurisdiction                           |
| <input type="checkbox"/> Summary judgment                   | <input type="checkbox"/> Failure to state a claim                       |
| <input type="checkbox"/> Default judgment                   | <input type="checkbox"/> Failure to prosecute                           |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief  | <input type="checkbox"/> Other (specify):                               |
| x Grant/Denial of injunction                                | <input type="checkbox"/> Divorce Decree:                                |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination     | <input type="checkbox"/> Other disposition (specify):                   |

**5. Does this appeal raise issues concerning any of the following:**

- ☐ Child custody
- ☐ Venue
- ☐ Termination of parental rights

N/A.

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

N/A

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (*e.g.*, bankruptcy, consolidated or bifurcated proceedings) and their disposition:

N/A.

**8. Nature of the action.** Briefly describe the nature of the action and the result below:

This case involves a dispute over a loan and promissory note. On December 18, 2023, the district court granted GS Capital's motion for a preliminary injunction and specific performance ("PI Order"). Despite the note being paid off, the PI Order requires Blackstar to convert millions of shares of its stock for GS Capital to sell on the open market. The district court's PI Order is the subject of this appeal.

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

- a. Whether the district court erred in granting a mandatory injunction for the conversion and sale of collateral securing a note that was already paid off, thereby awarding GS Capital a double recovery.
- b. Whether the district court has subject matter jurisdiction since the relevant contract contains an exclusive New York forum selection clause.
- c. Whether the district court erred by granting a mandatory injunction at the very beginning of the case without an evidentiary hearing.
- d. Whether the district court erred by granting mandatory injunctive relief that was first requested in a response to a sur-reply filed after the non-evidentiary hearing.

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceeding presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issues raised:

Appellant is unaware of any proceedings presently pending before this Court that raises the same or similar issues raised in this appeal.

**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☐ Yes

☐ No

N/A

If not, explain:

**12. Other issues.** Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (on an attachment, identify the case(s))

x An issue arising under the United States and/or Nevada Constitutions

x A substantial issue of first-impression

x An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

This appeal involves issues of due process, as the district court essentially granted GS Capital all of the relief it requested in the case in a preliminary posture, without an evidentiary hearing, without any witnesses or evidence, and without any

discovery (or even initial disclosures). This appeal further implicates due process because the mandatory injunctive relief that was granted was first requested in a response to a sur-reply filed after the non-evidentiary hearing, to which Blackstar was not given an opportunity to respond. This appeal also involves an issue of first impression on whether a party to a contract can be compelled to convert and sell collateral to satisfy a debt that has already been paid off. Lastly, this appeal implicates Nevada's longstanding public policy of resolving cases on the merits.

**13. Assignment to the Court of Appeals or retention in the Supreme Court.**

Briefly set forth whether the matter should be presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellants believe that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstances(s) that warrants retaining the case, and include an explanation of their importance or significance:

This appeal is presumptively assigned to the Nevada Supreme Court because it originated in business court. NRAP 17(a)(9).

**14. Trial.** If this action proceeded to trial, how many days did the trial last?

N/A.

Was it a bench trial or a jury trial?

N/A.

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///

**15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/her from participation in this appeal?

Blackstar does not intend to file a motion to disqualify or have a justice recuse himself or herself from participation in this appeal

If so, which Justice?

N/A.

#### **TIMELINESS OF NOTICE OF APPEAL**

**16. Date of entry of written judgment or order appealed from:**

December 18, 2023

If no written judgment or order was filed in the district court, explain the basis for seeking appellant review:

N/A

**17. Date written notice of entry of judgment or order served:**

December 18, 2023

Was service by:

☐ Delivery

☒ Mail/electronic/fax

**18. If the time for filing the notice of appeal was tolled by a post judgment motion (NRCP 50(b), 52(b), or 59)**

The time for filing the notice of appeal was tolled by a post judgment motion.

(a) Specify the type of motion, and the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b)    Date of filing:



☐ NRCP 52(b)      Date of filing:

☐ NRCP 59          Date of filing:

☐ Other

N/A

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 125 Nev., Adv. Op. No. 61, 245 P.3d 1190 (2010).**

(b) Date of entry of written order resolving tolling motion:

(c) Date of written notice of entry of order resolving tolling motion was served:

Was service by:

☐ Delivery

☐ Mail/electronic/fax

N/A

**19. Date notice of appeal was filed:**

January 12, 2024

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

N/A

**20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other.**

NRAP 4(a)(1).

## SUBSTANTIVE APPEALABILITY

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

- |   |   |
|---|---|
| <input type="checkbox"/> NRAP 3A(b)(1)            | <input type="checkbox"/> N R S 38.205   |
| <input type="checkbox"/> NRAP 3A(b)(2)            | <input type="checkbox"/> N R S 233B.150 |
| <input checked="" type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> N R S 703.376  |
| <input type="checkbox"/> Other (specify):         |   |

(b) Explain how each authority provides a basis for appeal from the judgment or order:

This is an appeal from a district court order granting a preliminary (and mandatory) injunction in GS Capital's favor. *See* NRAP 3A(b)(3) (allowing appeals from "[a]n order granting or refusing to grant an injunction or dissolving or refusing to dissolve an injunction..").

**22. List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

Appellant:           Blackstar Enterprises Group, LLC

Respondents:       GS Capital Partners LLC

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other: All the parties from the district court are parties to this appeal.

N/A

**23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims, and the date of formal disposition of each claim.**

GS Capital's complaint asserts claims for (1) breach of contract, (2) injunctive relief, (3) specific performance, (4) breach of the implied covenant of good faith and fair dealing, and (5) declaratory relief. These claims are still pending in the district court. However, this is an appeal from a district court order granting a preliminary (and mandatory) injunction in GS Capital's favor. NRAP 3A(b)(3).

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☐ Yes

☒ No

**25. If you answered "No" to question 24, complete the following:**

N/A.

(a) Specify the claims remaining pending below:

GS Capital's claims for (1) breach of contract, (2) injunctive relief, (3) specific performance, (4) breach of the implied covenant of good faith and fair dealing, and (5) declaratory relief.

(b) Specify the parties remaining below:

GS Capital Partners LLC and Blackstar Enterprises Group, Inc.

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☒ No

(d) Did the district court make an express determination, pursuant to NRCp 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☒ No

**26. If you answered “No” to any part of question 25, explain the basis for seeking appellate review (*e.g.*, order is independently appealable under NRAP 3A(b)):**

The district court’s injunction order is independently appealable under NRAP 3A(b)(3).

**27. Attach file-stamped copies of the following documents:**

**Exhibit 1** – Complaint

**Exhibit 2** – Notice of Entry of Order Granting Respondents’ Motion for Preliminary Injunction and Specific Performance (including the relevant order attached thereto).

**VERIFICATION**

**I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.**

Blackstar Enterprises Group, Inc.  
*Appellants*

*Eric D. Walther*  
*Counsel Appellants*

February 14, 2024  
Date

*/s/ Eric D. Walther*  
Signature of counsel of record

State of Nevada; Washoe County  
State of Nevada; Clark County  
State and county where signed

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I electronically filed and served the **DOCKETING STATEMENT CIVIL APPEALS** with the Clerk of the Court of the Supreme Court of Nevada by using the Court's Electronic Filing System on February 14, 2024.

A copy of this filing has also been served on the Settlement Judge at [jyoung@armadr.com](mailto:jyoung@armadr.com).

/s/ Wendy Cosby  
an employee of Brownstein Hyatt Farber Schreck,  
LLP

# **EXHIBIT 1**



**COMPB**

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CASE NO. ~~A23881099B~~

Department 13

*Attorneys for Plaintiff GS Capital Partners LLC*

**IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR CLARK COUNTY**

GS CAPITAL PARTNERS LLC, a New York  
limited liability company,

Plaintiff,

v.

BLACKSTAR ENTERPRISE GROUP, INC.,  
a Delaware limited liability corporation; and  
DOES I through X, inclusive, and ROE  
CORPORATIONS I through X, inclusive,

Defendants.

Case No.

Dept. No.

**[BUSINESS COURT REQUESTED]**

**COMPLAINT**

**[EXEMPT FOR ARBITRATION:  
EXTRAORDINARY RELIEF  
REQUESTED, SPECIFIC  
PERFORMANCE AND  
DECLARATORY RELIEF  
REQUESTED]**

COMES NOW GS Capital Partners, LLC, a New York Limited Liability Company (“GS Capital” or alternatively “Plaintiff”), by and through its counsel, Ogonna M. Brown, Esq., Trent Earl, Esq., and Christine R. Hotchkin, Esq., of the law firm of Lewis Roca Rothgerber Christie LLP, and hereby submits the following Complaint against Blackstar Enterprises Group, Inc., a Delaware Limited Liability Corporation (“Blackstar” or alternatively “Defendant”), and states and alleges as follows:

...

...

...



## PARTIES

1. Plaintiff is and was, at all relevant times to this action, a corporation organized under the laws of the State of Nevada and with a principal place of business in the State of Nevada.

2. Upon information and belief, Defendant is and was, at all relevant times to this action, a limited liability company organized and existing under the laws of the state of Delaware and conducting business in the State of Nevada.

3. The true names and capacities, whether individual, corporate, associate, or otherwise of Defendant herein designated as Does I through XX and Roe Corporations I through XX, inclusive, are not known to Plaintiff at this time and are therefore named as fictitious defendants. Plaintiff will seek to amend this Complaint to allege the true names and capacities of Does I through XX and Roe Corporations I through XX when and as ascertained.

## JURISDICTION AND VENUE

4. This Court has general jurisdiction over Defendant because its contacts with Nevada are continuous and systematic. *See Fulbright & Jaworski v. Eighth Jud. Dist. Ct.*, 131 Nev. 30, 342 P.3d 997 (2015).

5. This Court has personal jurisdiction over the Defendant because it purposefully availed themselves of the laws and protections of this forum by conducting business here, by entering into contracts to be performed in Nevada.

6. This Court also has independent specific personal jurisdiction over Defendant because it purposefully directed conduct toward this forum in the commission of breach of contract as more fully described hereinafter. *See Dogra v. Liles*, 129 Nev. 932, 937, 314 P.3d 952, 955 (2013).

7. This Court also has independent specific personal jurisdiction over Defendant because the parties executed an amendment to the Note at issue providing for exclusive jurisdiction and venue in the courts of the State of Nevada.

8. Under these circumstances, the exercise of jurisdiction over the named Defendant would be reasonable under the Constitution of Nevada, the Constitution of the United States and NRS 14.065(1).

9. Venue is proper under NRS 13.010 because all of the actions alleged herein were

undertaken in Clark County, Nevada.

## **GENERAL ALLEGATIONS**

10. Plaintiff hereby incorporates each and every allegation contained in the previous paragraphs of this Complaint as though fully set forth below.

### **BACKGROUND**

11. Defendant and Plaintiff entered into a Securities Purchase Agreement, dated October 11, 2021 ("Agreement").

12. The parties additionally agreed to the terms of a Convertible Redeemable Promissory Note, dated October 11, 2021 ("Note"). Shortly thereafter, the parties executed an Amendment to the Note amending the Note's governing law and jurisdiction, and extending the Note's maturity date. Pursuant to the terms of the Note, 13,245,000 shares of Common Stock of the company for issuance are to be reserved. Additionally, pursuant to terms of the Note, Defendant is required to reserve a minimum of four times the amount of shares required if the Note would be fully converted. Plaintiff may thus request increases to reserve such amounts. The Note also provides Plaintiff with a conversion right, allowing the Plaintiff to submit a notice of conversion to convert portions of the debt into shares of the Defendant's Common Stock.

13. Pursuant to the terms of the Agreement and the Note, several separate events of default occurred: first on August 23, 2023, and again on November 2, 2023, when Defendant did not comply with Plaintiff's request for additional shares to Plaintiff's reserves.

14. On August 23, 2023, after making their first request for an additional 75,000,000 shares to Plaintiff's reserve, Plaintiff was informed that there were no authorized shares available for issuance.

15. On November 2, 2023, Plaintiff submitted a notice of conversion with supporting documentation attached, including the Agreement, the Note, the Notice of Conversion, the Transfer Agent Letter, the Seller's Representation Letter, the Board of Directors' Consent, and a copy of the October 13, 2021, wire transfer confirmation. On the same day, November 2, 2023, Mr. Kastner requested from the transfer Agent an increase of Plaintiff's reserves by 700,000,000 shares.

16. Following the request to increase Plaintiff's reserves by 700,000,000 shares,

1 Plaintiff was again informed there were zero shares available.

2 **COURT'S EMERGENCY INTERVENTION IS NECESSARY TO PROTECT PLAINTIFF**

3 17. Plaintiff is concerned that Defendant is going to encumber, transfer, conceal or  
4 liquidate Defendant's assets, including Defendant's shares of Common Stock without Plaintiff's  
5 authorization as it relates to its collateral. Plaintiff is concerned Defendant will circumvent  
6 Plaintiff's efforts to enforce its rights against the Defendant.

7 18. Injunctive relief is necessary to protect Plaintiff's interest in Defendant's Common  
8 Stock.

9 19. Due to these events of default, Plaintiff is entitled to an immediate issuance of a  
10 minimum of 700,000,000 shares of Common Stock of Defendant's reserves consisting of the  
11 Plaintiff's collateral, or in the alternative, a hearing for an order to show cause as to why such  
12 issuance should not occur and the issuance of a temporary restraining order restricting Defendant  
13 from selling, transferring, removing, relocating, encumbering, utilizing or destroying the collateral  
14 pending such a hearing.

15 20. As of the date of the filing of this Complaint, Defendant remains in default under  
16 the terms of the Agreement and Note. These defaults entitle Plaintiff to, among other things, charge  
17 interest, late charges, default interest, and all costs and expenses, including reasonable attorneys'  
18 fees and costs incurred by Plaintiff in connection with the collection and enforcement of the  
19 Agreement and Note.

20 21. Plaintiff has incurred damages as a result of Defendant's violations, resulting in lost  
21 business opportunities and lost profits.

22 **FIRST CLAIM FOR RELIEF**  
23 **(Breach of Contract )**

24 22. Plaintiff hereby incorporates each and every allegation contained in the previous  
25 paragraphs of this Complaint as though fully set forth below.

26 23. The Agreement, evidenced by the Note, executed by the parties is a valid and  
27 enforceable agreement.

28 24. Plaintiff has performed its obligations and satisfied all conditions required of it

1 relating to the Agreement and Note.

2 25. Defendant has breached the terms of the Agreement and the Note by the acts alleged  
3 above.

4 26. Defendant has failed to provide Plaintiff with its entitled shares in reserve of  
5 Common Stock pursuant to the terms of the Agreement and Note.

6 27. As a direct, proximate, and foreseeable result of the breaches of Defendant pursuant  
7 to the Agreement, Plaintiff has suffered damages of over \$15,000, including without limitation  
8 actual and consequential damages in an amount to be proven at trial, including but not limited to  
9 attorneys' fees, lost profits, loss of business opportunities, damage to economic and prospective  
10 business relationships, consequential damages, and other compensatory damages.

11 28. As an additional remedy, Plaintiff seeks a declaration that under Nevada law, that  
12 Defendants are in breach of both the Agreement and Note.

13 **SECOND CLAIM FOR RELIEF**  
14 **(Injunctive Relief)**

15 29. Plaintiff hereby incorporates each and every allegation contained in the previous  
16 paragraphs of this Complaint as though fully set forth below. Plaintiff repeats and re-alleges all of  
17 the foregoing allegations and incorporates the same by this reference.

18 30. Based upon the amount of the judgment that is likely to be rendered against it,  
19 Defendant cannot be allowed to sell or transfer any stock or remove any of their assets from the  
20 State of Nevada or make any transfers from any of their accounts.

21 31. To allow otherwise during the pendency of this case will cause irreparable harm to  
22 Plaintiff such that any judgment in this case would be rendered ineffectual.

23 32. As a result, Plaintiff is entitled to an order enjoining Defendant from engaging in  
24 any transfers of Plaintiff's entitled shares of Common Stock during the pendency of this action  
25 and/or until any judgment rendered against them is satisfied.

**THIRD CLAIM FOR RELIEF**  
**(Specific Performance )**

33. Plaintiff hereby incorporates each and every allegation contained in the previous paragraphs of this Complaint as though fully set forth below.

34. Plaintiff and Defendant are parties to the Agreement and Note, which are valid and enforceable contracts.

35. The terms of the Agreement and Note are definite and certain.

36. The consideration set forth in the Agreement and Note was fair and reasonable at the time the parties entered into the Agreement and Note.

37. Pursuant to the Agreement, Defendant was to issue irrevocable transfer agent instructions reserving 13,245,000 shares of its Common Stock for conversions.

38. Pursuant to the Note, Defendant was further required to reserve a minimum of four times the amount of shares required if the Note would be fully converted.

39. Defendant has declined to issue Plaintiff its entitled shares of Common Stock pursuant to the terms of the Agreement and Note on two separate occasions, informing Plaintiff there were zero shares available.

40. To date, Defendant has failed to perform as previously agreed under the Agreement and Note.

41. It is necessary for this Court to enter an order instructing the company stock transfer agent not to transfer the shares of Common Stock, for which Plaintiff is entitled to, to any other third party.

42. Plaintiff has performed all conditions, covenants, and promises required by Plaintiff to be performed in accordance with the terms and conditions under the Agreement and Note.

43. Plaintiff funded the Note by issuing three (3) separate wire transfers to Defendant in the amount of Fifty-Seven Thousand, Five Hundred and 00/100 Dollars (\$57,500.00). The remaining principal balance of the Note is \$33,682.00, equating to 1,347,280,000 shares pursuant to the Note and look back conversion price of \$0.0001.

44. A legal remedy would be inadequate because the parties bargained for Defendant's shares of Common Stock.

47. As a further, direct result of Defendant's breach of contract relating to the Agreement and Note, Plaintiff has incurred and continues to incur attorneys' fees and costs in the enforcement of its rights and remedies. Defendant is liable to Plaintiff for such expenses under the Agreement, in an amount to be proven at trial.

52. As a direct, proximate, and foreseeable result of the breaches of the implied covenant inherent in the Agreement and Note, Plaintiff has suffered damages, including without limitation actual and consequential damages in an amount to be proven at trial, including but not limited to attorneys' fees, lost profits, loss of business opportunities, damage to economic and

prospective business relationships, consequential damages, and other compensatory damages.

53. Plaintiff has been required to engage the services of an attorney to collect the monies due and owing, and Plaintiff is entitled to recover its reasonable costs, attorneys' fees, and interest, therefore.

54. As an additional remedy, Plaintiff seeks a declaration that under Nevada law, that Defendant is in breach of both the Agreement and Note.

### **FIFTH CAUSE OF ACTION**

#### **(Declaratory Relief)**

55. Plaintiff hereby incorporates each and every allegation contained in the previous paragraphs of this Complaint as though fully set forth below.

56. A real and justiciable controversy exists between Plaintiff and Defendant concerning whether Defendant breached the terms of Agreement and Note.

57. Such controversy is ripe for adjudication.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against the Defendant for the following:

1. For a judgment in favor of Plaintiff and against Defendant arising from each of the claims alleged in this Complaint for damages to be proven at trial

2. For compensatory damages in an amount to be proven at trial;

3. For punitive damages in an amount to be proven at trial;

4. For specific performance as described in this Complaint;

5. For declaratory relief as described in this Complaint;

6. For the injunctive relief as described in this Complaint;

7. For interest on all damages at the rate allowed by applicable Nevada law;

8. For attorneys' fees and costs incurred by Plaintiff in bringing this action, as authorized by contract and applicable law; and

...

...

...

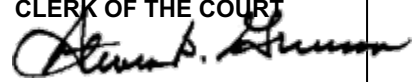
DATED: November 6, 2023.

By: /s/ Ogonna M. Brown

*Attorneys for Plaintiff GS Capital Partners  
LLC*



# **EXHIBIT 2**



**NEOJ**

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*Attorneys for Plaintiff GS Capital Partners LLC*

**IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR CLARK COUNTY**

GS CAPITAL PARTNERS LLC, a New York  
limited liability company,

Plaintiff,

v.

BLACKSTAR ENTERPRISES GROUP, INC.,  
a Delaware limited liability company, and  
DOES I through X, inclusive, and ROE  
CORPORATIONS I through X, inclusive,

Defendants.

Case No.: A-23-881099-B

Dept. No.: 13

**NOTICE OF ENTRY OF ORDER  
GRANTING APPLICATION FOR  
PRELIMINARY INJUNCTION AND  
MOTION FOR SPECIFIC  
PERFORMANCE**

Date of Hearing: December 7, 2023

[Hon. Judge Mark R. Denton]

NOTICE IS HEREBY GIVEN that an Order Granting Application for Preliminary Injunction and Motion for Specific Performance was entered on December 18, 2023, in the above-referenced matter. A file-stamped copy of said Order is attached hereto as Exhibit "1".

DATED this 18<sup>th</sup> day of December, 2023.

LEWIS ROCA ROTHGERBER CHRISTIE LLP

By: /s/ Ogonna M. Brown

Ogonna M. Brown, Bar No. 7589  
Trent Earl, Bar No. 15214  
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3993 Howard Hughes Parkway, Suite 600  
Las Vegas, Nevada 89169  
*Attorneys for Plaintiff GS Capital Partners LLC*

**CERTIFICATE OF SERVICE**

Pursuant to NEFCR 9, NRCP 5(b), and EDCR 7.26, I certify that on December 18, 2023, I served a copy of **NOTICE OF ENTRY OF ORDER GRANTING APPLICATION FOR PRELIMINARY INJUNCTION AND MOTION FOR SPECIFIC PERFORMANCE** on all parties as follows:

☒ Electronic Service – By serving a copy thereof through the Court’s electronic service system via the Odyssey Court e-file system

Maximillen D. Fetaz, Esq.  
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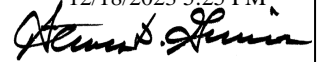
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(*Account Manager*)

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/s/ Pamela M. Klausky  
An employee of  
Lewis Roca Rothgerber Christie LLP

Exhibit “1”

  
CLERK OF THE COURT

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*Attorneys for Plaintiff GS Capital Partners LLC*

**IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR CLARK COUNTY**

GS CAPITAL PARTNERS LLC, a New York  
limited liability company,

Plaintiff,

v.

BLACKSTAR ENTERPRISES GROUP, INC.  
a Delaware limited liability company, and  
DOES I through X, inclusive, and ROE  
CORPORATIONS I through X, inclusive,

Defendants.

Case No.: A-23-881099-B

Dept. No.: 13

**ORDER GRANTING APPLICATION  
FOR PRELIMINARY INJUNCTION  
AND MOTION FOR SPECIFIC  
PERFORMANCE**

Date of Hearing: December 7, 2023

[Hon. Judge Mark R. Denton]

This matter having come before this Court for oral argument on December 7, 2023, at 9:00 a.m., before the Honorable Mark R. Denton and taken under advisement on December 11, 2023, in connection with the Application for Preliminary Injunction and Motion for Specific Performance (the “Motion”) filed by Plaintiff GS Capital Partners, LLC, a New York Limited Liability Company (“GS Capital” or alternatively, “Plaintiff”), by and through its counsel, Ogonna M. Brown, Esq., Trent L. Earl, Esq., and Christine R. Hotchkin, Esq. of the law firm Lewis Roca Rothgerber Christie LLP against Defendant Blackstar Enterprises Group, Inc., a Delaware Limited Liability Company (“Blackstar” or alternatively “Defendant”). Maximilien D. Fetaz, Esq., of the law firm Brownstein Hyatt Farber Schreck, LLP and Brent Owen, Esq., of the law firm Haynes and Boone, LLP,  
...

1 appearing in person on behalf of Blackstar with Ogonna M. Brown, Esq. appearing in person on  
2 behalf of Plaintiff, GS Capital.

3 This Court having reviewed all related pleadings and papers on file herein, including  
4 Defendant Blackstar's Surreply, and Plaintiff GS Capital's Response to Defendant's Surreply,  
5 which was permitted to be filed by this Court on December 7, 2023 and was filed after the hearing  
6 on the Motion, and having heard argument from counsel at the hearing on the Motion, and good  
7 cause appearing therefore, the Court hereby grants the relief requested in Plaintiff's Response to  
8 Defendant's Surreply.

9 **IT IS HEREBY ORDERED** that Plaintiff's Application for Preliminary Injunction and  
10 Motion for Specific Performance is **GRANTED** as articulated below.

11 **IT IS FURTHER ORDERED** that the Court is not consolidating Plaintiff's Application  
12 for Preliminary Injunction with trial on the merits.

13 **IT IS FURTHER ORDERED** that the Court is persuaded by Plaintiff's showings that  
14 Plaintiff has a likelihood of success on the merits. The context of the parties' transaction, evidenced  
15 by the parties' Securities Purchase Agreement ("Agreement"), dated October 11, 2021, and  
16 Convertible Promissory Note ("Note"), dated October 11, 2021, was that Plaintiff had the right to  
17 convert Defendant's debt to shares of stock as a benefit of the parties' bargain. This benefit of the  
18 parties' bargain also specifically included the right for a share reserve in support of such  
19 conversions.

20 **IT IS FURTHER ORDERED** that Defendant had no right to preempt that  
21 bargained for benefit by an untimely purported payment of its the debt.

22 **IT IS FURTHER ORDERED** that, given the nature of the parties' transaction  
23 which specifically contemplated such a conversion benefit, the parties were at liberty to and did, in  
24 fact, agree, pursuant to Section 5(l) on page 11 of the parties' Agreement, that breach by Defendant  
25 would result in an inadequate legal remedy and irreparability of injury, for which there would be  
26 no adequate legal remedy, thus warranting injunctive relief.

27 . . .  
28

1           **IT IS FURTHER ORDERED** that Plaintiff has made a sufficient showing to  
2 establish inadequacy of legal remedy and irreparability of injury for the harm caused by  
3 Defendant's breach of the parties' contract.

4           **IT IS FURTHER ORDERED** that, in seeking injunctive relief, Plaintiff has taken  
5 into account Defendant's financial situation and has elected to seek injunctive relief in lieu of  
6 monetary damages. This decision is supported by Defendant's agreement in Section 5(l) of the  
7 Agreement that Plaintiff does not have to separately show inadequacy of legal remedy given the  
8 same has been established by the parties' contract.

9           **IT IS FURTHER ORDERED** that, in seeking specific performance in addition to  
10 prohibitory injunctive relief, Plaintiff is, in effect, seeking a mandatory preliminary injunction. The  
11 issuance of a mandatory preliminary injunction is sufficiently supported by the arguments and  
12 evidence presented by Plaintiff.

13           **IT IS FURTHER ORDERED** that mandatory injunctive relief is **GRANTED** as  
14 outlined in the Conclusion of page 12 of Plaintiff's Response to Surreply as specifically provided  
15 herein.

16           **IT IS FURTHER ORDERED** that Defendant Blackstar is ordered to immediately  
17 (and in any event no later than 24 hours from the issuance of this order) add 257,701,499 shares of  
18 its common stock (whether from Defendant's stock treasury, Defendant's own reserve, or any other  
19 source) to Plaintiff GS Capital's reserve with the Defendant's transfer agent, currently identified as  
20 EQ Shareowner Services (hereinafter the "Share Reserve").

21           **IT IS FURTHER ORDERED** that within 24 hours from the issuance of this Order  
22 Defendant Blackstar and its agents will honor Plaintiff's November 2, 2023, conversion notice and  
23 cause the delivery of 62,084,333 shares from the Share Reserve to Plaintiff consistent with  
24 Plaintiff's brokerage account instructions.

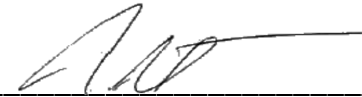
25           **IT IS FURTHER ORDERED** that Defendant Blackstar and its agents will honor  
26 and are enjoined, pendente lite, from interfering with Plaintiff's subsequent three (3) conversions  
27 of the Note's balance in seeking shares of Defendant's common stock in the amounts of 62,023,333  
28

1 shares, 65,168,333 shares, and 68,425,500 shares (as articulated in Plaintiff's Reply, p.6, n.3) to be  
2 issued to Plaintiff from the 195,617,166 shares remaining in the Share Reserve consistent with the  
3 equity blocker detailed in the Note.

4 **IT IS FURTHER ORDERED** that Plaintiff will post a security bond for  
5 \$10,000.00 pursuant to NRCP 65(c) as the Court deems that amount to be adequate at this time

6 **IT IS SO ORDERED.**

7  
8 Dated this 18th day of December, 2023

9 

10 TMB

11 162 522 23B3 044E  
Mark R. Denton  
District Court Judge

12 Submitted by:

13 LEWIS ROCA ROTHGERBER CHRISTIE, LLP

14 By: /s/ Ogonna M. Brown  
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19 *Attorneys for Plaintiff GS Capital Partners LLC*

20  
21 Disapproved as to Form and Substance (submitting competing order):

22 By: Refused to Sign—Will submit competing Order  
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10 *Attorneys for Defendant Blackstar Enterprise Group, Inc.*

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 GS Capital Partners LLC,  
7 Plaintiff(s)

CASE NO: A-23-881099-B

8 vs.

DEPT. NO. Department 13

9 Blackstar Enterprise Group, Inc.,  
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 12/18/2023

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17 Ogonna Brown	obrown@lewisroca.com
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19 Eric Walther	ewalther@bhfs.com
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Pamela Klausky

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## Klausky, Pamela

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**Sent:** Monday, December 18, 2023 10:32 PM  
**To:** valeen.nowicki@equiniti.com; jeff.carlson@equiniti.com  
**Cc:** Brown, Ogonna; Earl, Trent; Team OMB; Hotchkin, Christine  
**Subject:** GS Capital Partners, LLC v. Blackstar Enterprises Group, Inc.; Case No. A-23-881099-B; File No. 311223.00001  
**Attachments:** 2023.12.18 - NEO.Granted Application for Preliminary Injunction and Motion for Specific Performance.pdf

Good evening Ms. Nowicki and Mr. Carlson,

Attached hereto please find a copy of the Notice of Entry of Order Granting Application for Preliminary Injunction and Motion for Specific Performance re: the above-referenced matter for your review and information. Said Notice of Entry of Order includes Exhibit 1, which is a file-stamped copy of said Order.

Thank you for your attention to this matter.

**Pamela M. Klausky**

*Pronouns: She/Her*

Paralegal

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