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**CAUSE NO. DC-2025-CV-2138**

<b>PRANAY BAJJURI,</b>	§	<b>IN THE DISTRICT COURT OF</b>
<i>Plaintiff,</i>	§	
	§	
v.	§	
	§	
<b>AMOGH KARNEY; BIRCHWOOD HOLDINGS 6402 LLC; BIRCHWOOD SPE LLC; GG BIRCHWOOD LLC; I.A.M.H BIRCHWOOD LLC; CXD BIRCHWOOD LLC; AND BLACK BULL LLC,</b>	§	<b>LUBBOCK COUNTY, TEXAS</b>
<i>Defendants.</i>	§	
	§	
	§	<b>237TH JUDICIAL DISTRICT</b>

**PLAINTIFF’S FIRST AMENDED PETITION AND REQUEST FOR  
DECLARATORY AND INJUNCTIVE RELIEF**

Plaintiff Pranay Bajjuri (“Plaintiff”) files this First Amended Petition and Request for Declaratory and Injunctive Relief against Defendants Amogh Karney (“Karney”), Birchwood Holdings 6402 LLC (“Birchwood Holdings”), Birchwood SPE LLC, (“Birchwood SPE”), GG Birchwood LLC (“GG Birchwood”), I.A.M.H Birchwood LLC (“IAMH Birchwood”), CXD Birchwood LLC (“CXD Birchwood”), and Black Bull, LLC (“Black Bull”) (collectively, the “Defendants”), and respectfully states as follows:

**I.  
INTRODUCTION**

Amogh Karney is a serial fraudster who recently brought his scheme to Lubbock County. After Karney defrauded Plaintiff and other investors in connection with a real estate investment, Plaintiff and other investors obtained a judgment in excess of \$2 million against Karney and his co-conspirators. Since then Karney and his personal attorney have attempted to use an array of shell corporations to conceal Karney’s ownership of assets to avoid that judgment. But even as Karney has employed this cloak-and-dagger strategy to conceal his ownership on paper, Karney

also has bragged on social media about his ownership of these same assets, and has explicitly and repeatedly acknowledged his ownership of the real properties that are the subjects of this lawsuit. Some of Karney's recent posts include detailed financial information and documents that bolster his ownership claims. Moreover, Karney's inept asset concealment efforts of other assets (including a fleet of exotic cars) are further evidence of his fraudulent conduct. Plaintiff now seeks to enforce the judgment against real property that is owned by Karney, as he has repeatedly acknowledged in various public social media posts.

## **II. DISCOVERY PLAN AND RULE 47 DISCLOSURE**

1. Discovery is to be conducted under Level 3 of the Texas Rules of Civil Procedure. TEX. R. CIV. P. 190.3.

2. Pursuant to Rule 47(c), Plaintiff states that he currently seeks monetary relief over \$1 million and non-monetary relief. Plaintiff reserves the right to amend this allegation.

## **III. PARTIES**

3. Plaintiff Pranay Bajjuri is a resident of Scott County, Iowa.

4. Defendant Amogh Karney is a resident of Jackson County, Missouri. Karney may be served with process at 219 NW Locust St., Lee's Summit, Missouri 64064, or wherever he may be found.

5. Defendant Birchwood Holdings 6402 LLC is a Texas limited liability company with its principal office in Houston. Birchwood Holdings may be served with process via its registered agent: Republic Registered Agent LLC, 17350 State Hwy 249 Ste 220, Houston, TX 77064 USA.

6. Defendant Birchwood SPE LLC is a Delaware limited liability company with its principal office in Houston. Birchwood SPE may be served with process via its registered agent: Republic Registered Agent LLC, 17350 State Hwy 249 Ste 220, Houston, TX 77064 USA.

7. Defendant GG Birchwood LLC is a Missouri limited liability company with its principal office in Houston. Birchwood SPE may be served with process via its registered agent: Republic Registered Agent LLC, 17350 State Hwy 249 Ste 220, Houston, TX 77064 USA.

8. Defendant I.A.M.H Birchwood LLC is a Texas limited liability company with its principal office in Houston. IAMH Birchwood may be served with process via its registered agent: Republic Registered Agent LLC, 17350 State Hwy 249 Ste 220, Houston, TX 77064 USA.

9. Defendant CXD Birchwood LLC is a Texas limited liability company with its principal office in Houston. CXD Birchwood may be served with process via its registered agent: David Roberts, 5900 Balcones Dr, Austin, TX 78731.

10. Defendant Black Bull, LLC is a Missouri limited liability company with its principal office at 10711 E. Thompson Rd, Lees Summit, MO 64086-9186. Black Bull, LLC may be served via its registered agent: Asif Syed, 15740 E. Hwy 40 Suite C, Kansas City, MO 64136.

#### **IV. JURISDICTION AND VENUE**

11. This Court has subject matter jurisdiction over this action by virtue of the relief sought herein, and because the amount in controversy is within the jurisdictional limits of this Court.

12. This Court has personal jurisdiction over Karney because he has personally claimed ownership of the real property that is the subject of this lawsuit, and has directed or authorized actions concerning the acquisition, management, and disposition of the property in Texas. This Court has personal jurisdiction over Birchwood Holdings, IAMH Birchwood, and CXD

Birchwood because they are Texas limited liability companies. This Court has personal jurisdiction over Birchwood SPE and GG Birchwood because they purport to own the real property in Lubbock County that is the subject of this action. This Court has personal jurisdiction over Black Bull because it has personal jurisdiction over Amogh Karney, and Black Bull is merely an alter ego of Amogh Karney.

13. Venue is proper in Lubbock County, Texas pursuant to TEX. CIV. PRAC. & REM. CODE §§ 15.011 and 15.004 because (1) this is an action for recovery of real property and/or an interest in real property in this county and (2) this suit contains two or more claims or causes of action arising from the same series of transactions or occurrences, and one of the claims or causes of action is governed by the mandatory venue provisions.

**V.**  
**FACTUAL BACKGROUND**

14. Defendant Amogh Karney styles himself online as a savvy and successful real estate investor. Through his posts he solicits investors in real estate projects around the United States including, most recently, in Lubbock County.

15. Plaintiff along with some family and friends invested with Karney in 2020 and 2021 to purchase real property in Iowa and Missouri, only to find that Karney was running a scam to dupe investors.

***A. Plaintiff Obtains Judgment in Nebraska***

16. Plaintiff filed suit against Karney and his co-conspirators in Nebraska state court in *Pranay Bajjuri, et al. v. Amogh Karney, et al.*, Case No. CI 22-1240 in District Court of Douglas County, Nebraska (the “Nebraska Lawsuit”).

17. The court in the Nebraska Lawsuit ultimately issued a default judgment and awarded sanctions against Karney and the other defendants due to their refusal to participate in the

discovery process. A copy of that Order on Plaintiff's Motion for Sanctions (the "Nebraska Judgment") is attached hereto as **Exhibit A**.

18. Some of the defendants unsuccessfully challenged the Nebraska Judgment to the Nebraska Supreme Court. *See Bajjuri v. Karney*, 319 Neb. 273, 274, 21 N.W.3d 605, 608 (2025) (affirming judgment because district court correct found defendants engaged in "repeated discovery violations and inexcusable recalcitrance" and had "been previously warned of sanctions").

19. Plaintiff duly domesticated the Nebraska Judgment in Texas by filing that certain Notice of Filing of Foreign Judgment in *Bajjuri, et al. v. Karney, et al.*, Cause No. 494-06654-2025 in the 494th District Court of Collin County, Texas (the "Texas Judgment"). A true and correct copy of the Texas Judgment is attached hereto as **Exhibit B**.<sup>1</sup>

***B. Amogh Karney Admits Ownership of the Property***

20. Defendant Birchwood Holdings is the nominal owner of certain real property located at 6402 Albany Ave, Lubbock, Texas (the "Property"). The Property is a multifamily residential apartment complex.

21. Despite the Property being nominally owned by Defendant Birchwood Holdings, Defendant Karney has published numerous social media posts regarding (1) his acquisition and of the Property, (2) the specific deal terms and documents related to the acquisition of the Property, and (3) his strategy for remodeling and selling the Property.

22. In numerous social media posts, Karney has explicitly acknowledged being the owner of the Property.

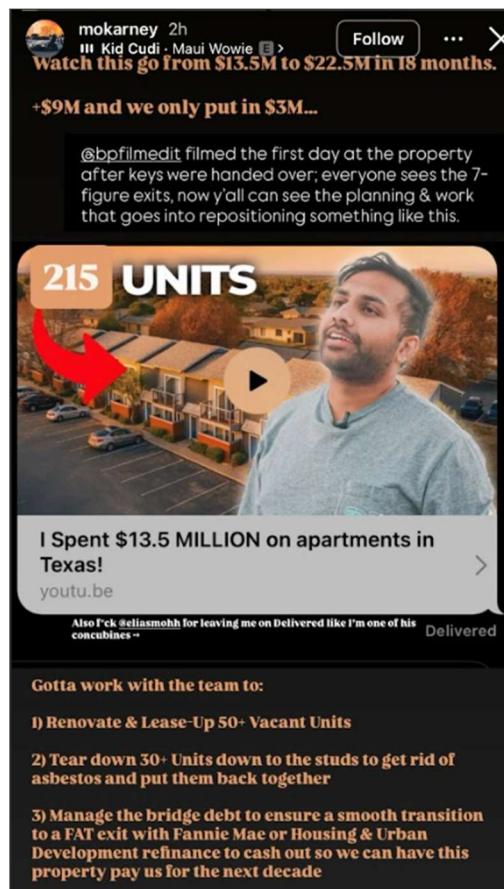
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<sup>1</sup> Plaintiff is in the process of abstracting the Texas Judgment.

23. Karney’s Instagram account (@mokarney) published a post on or around September 29, 2025 that included photographs of the Property and stated: “Watch this go from \$13.5M to \$22.5M in 18 months. +\$9M and we only put in \$3M...”.

24. The post included a link to a YouTube video titled “I Spent \$13.5 MILLION on apartments in Texas!” Screenshots from these posts attached hereto as **Exhibit C**, and examples are below for reference:

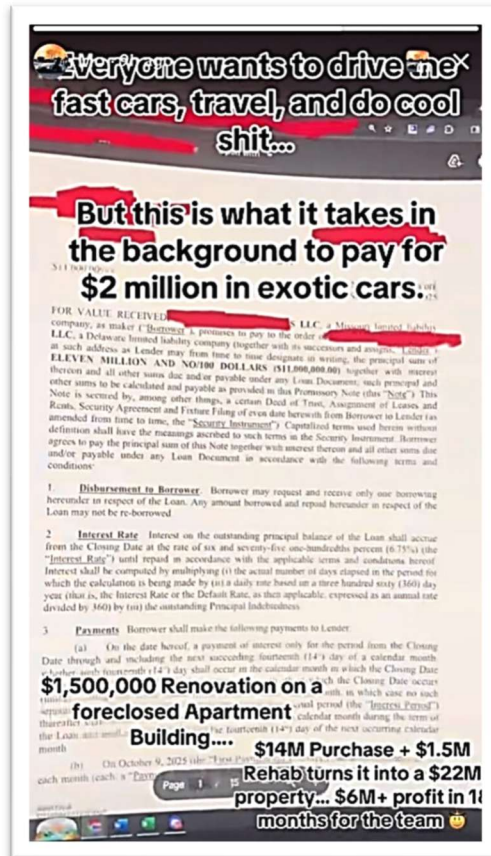
a. Instagram Post:



a. Screenshots from “I Spent \$13.5 MILLION on apartments in Texas!” video:



25. A separate Instagram post provides detailed financial information about the purchase of the Property, including the \$14 million purchase price, the \$1.5 million budgeted for repairs, and the anticipated exit for \$22 million in six months. The post even shows an image of a partially redacted promissory note for \$11 million for the purchase of the Property, with a Missouri corporation listed as the borrower and a Delaware company listed as the lender:



26. As set forth below, an entity that is directly linked to Karney – Defendant GG Birchwood – is a Missouri limited liability company formed by Karney’s attorney, who also formed the Missouri limited liability company that nominally owns the lakefront home in Missouri that Karney claims as his residence.

**C. Karney and His Attorney Have Sought to Conceal Karney’s Ownership of Real Property**

27. The property records of Lubbock County list Birchwood Holdings 6402 LLC as the nominal owner of the Property.

28. However, the formation documents for that entity create a direct link to Karney and confirm his public statements about his behind-the-scenes ownership of the Property.

29. For starters, all the purported members of Birchwood Holdings (all named as Defendants in this case) claim the same Houston address as their principal place of business – even GG Birchwood, which is a Missouri limited liability company:

<input checked="" type="checkbox"/> B. The limited liability company will not have managers. Management of the company is reserved to the members. The names and addresses of the governing persons are set forth below:
Managing Member 1: (Business Name) <b>CXD BIRCHWOOD LLC</b>
Address: <b>17350 STATE HIGHWAY 249 STE 220 HOUSTON TX, USA 77064</b>
Managing Member 2: (Business Name) <b>BIRCHWOOD SPE LLC</b>
Address: <b>17350 STATE HIGHWAY 249 STE 220 HOUSTON TX, USA 77064</b>
Managing Member 3: (Business Name) <b>GG BIRCHWOOD LLC</b>
Address: <b>17350 STATE HIGHWAY 249 STE 220 HOUSTON TX, USA 77064</b>
Managing Member 4: (Business Name) <b>I.A.M.H BIRCHWOOD LLC</b>
Address: <b>17350 STATE HIGHWAY 249 STE 220 HOUSTON TX, USA 77064</b>

30. True and correct copies of the certificates of formation / registration for Birchwood Holdings and its purported members are attached hereto as **Exhibit D**.

31. The formation documents of GG Birchwood list Karney’s personal attorney, Asif Syed, as the sole governing person of GG Birchwood:

11. The name and address of each governing person is:
NAME OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both):
IF INDIVIDUAL
<b>Syed Asif</b>
OR
IF ORGANIZATION
ADDRESS OF GOVERNING PERSON :
<b>15740 E Us Hwy 40 Ste C Kansas City MO, USA 64136</b>

32. Per Karney’s social media post that included a partially redacted promissory note, a Missouri limited liability company was the “Borrower” on the note. GG Birchwood is the only Defendant that is a Missouri limited liability company.

***D. Karney and Syed Have Used Similar Fraudulent Tactics for a Missouri Property***

33. This is not the first time Karney and Asif Syed have used shell corporations formed by Syed to conceal his ownership of real estate and other assets. Indeed, the convoluted ownership structure of the Property is straight out of the pair’s playbook.

34. Karney’s current residence in Missouri is another vivid example.

35. In an October 2025 YouTube video, Karney bragged about having recently purchased the lakefront home located at 219 NW Locust St., Lee’s Summit, Missouri 64064 (the “Missouri Property”).

36. In the video, he refers to the Missouri Property as “my house” and “this house I just bought” as he gives a walking video tour of the Missouri Property.<sup>2</sup>

37. Moreover, in a September 26, 2025 deposition, Karney testified under oath that he resides at the Missouri Property.<sup>3</sup>

38. The Missouri Property is nominally owned by Black Bull LLC (“Black Bull”), a Missouri limited liability company. But just as with Defendant GG Birchwood, Karney’s personal attorney Asif Syed is listed as the sole/member organizer of Black Bull.

39. The Articles of the Organization of Black Bull, a true and correct copy of which are attached hereto as **Exhibit E**, identify “Amogh Karney” as the person to whom the return filed document should be sent:

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<sup>2</sup> Available at <https://www.youtube.com/watch?v=LDS7DZbLCUk> (last accessed December 22, 2025).

<sup>3</sup> *Bajjuri v. Shiba Prop, et al.*, Cause No. 24BA-CV01379, in the Circuit Court of Boone County, Missouri.

Name and address to return filed document:
Name: <u>Amogh Karney</u>
Address: <u>Email: mo.karney@gmail.com</u>
City, State, and Zip Code: _____

40. Thus, upon information and belief, Black Bull is merely an alter ego of Amogh Karney through which Karney has sought to fraudulently conceal his ownership of the Missouri Property.

***E. Karney and Syed Have Used Similar Fraudulent Tactics in Connection with Vehicles***

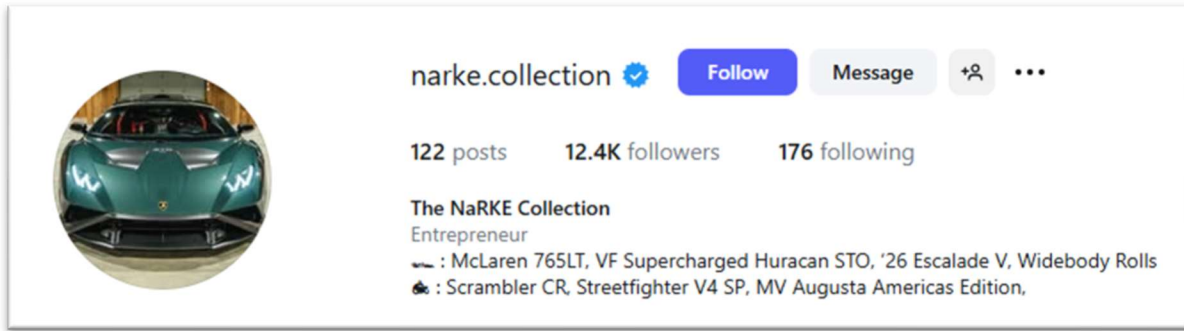
41. Yet another example of Karney and Syed conspiring to conceal Karney’s ownership and/or control of valuable assets concerns a collection of exotic cars.

42. In the same publicly available October 2025 YouTube video in which Karney bragged about his Missouri lake house (and in other social media posts), Karney stated that he owns and leases multiple exotic vehicles. He specifically claimed to have a McLaren 765 LT, a Lamborghini Huracan STO, a Cadillac Escalade, and a Rolls Royce Cullinan. He also acknowledged in the video that he used Montana limited liability companies to avoid sales tax obligations while retaining possession and use of the vehicles.<sup>4</sup>

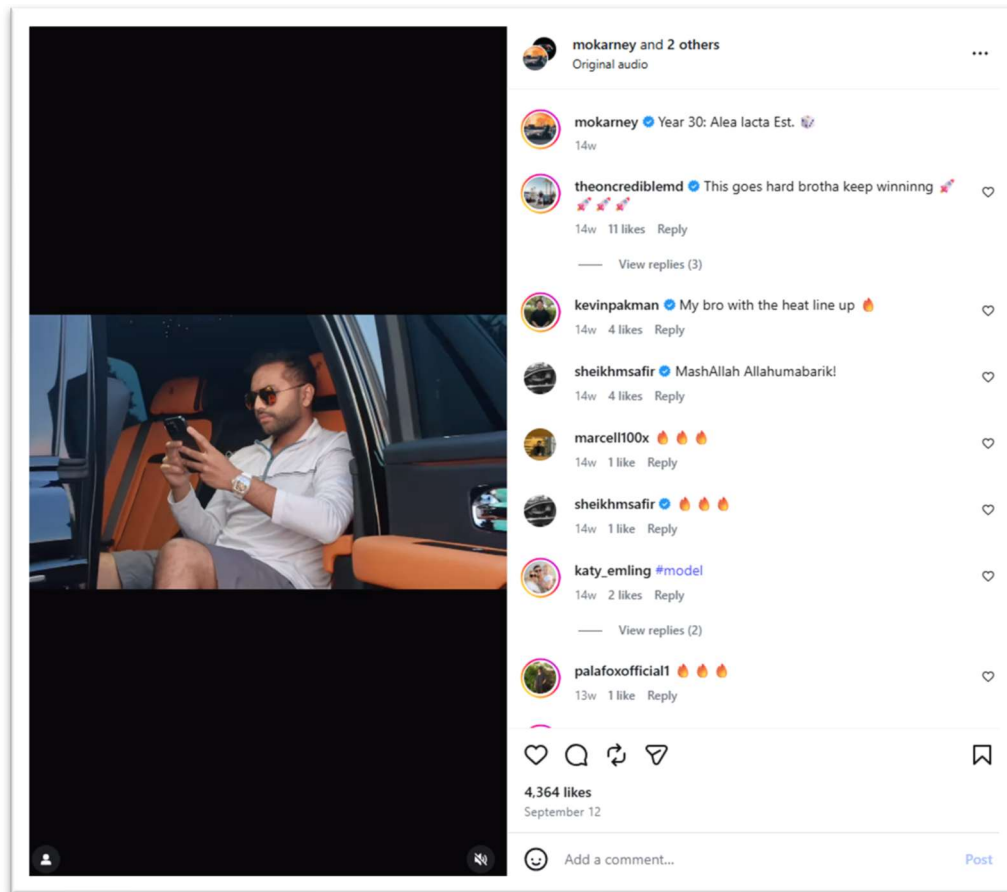
43. The “narke.collection” Instagram page that Karney uses to showcase his exotic car collection includes in its description a list of cars virtually identical those Karney claimed to own and/or lease in the YouTube video, namely, “McLaren 765LT, VF Supercharged Huracan STO, ‘26 Escalade V, Widebody Rolls”:

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<sup>4</sup> Available at <https://www.youtube.com/watch?v=LDS7DZbLCUk> (last accessed December 22, 2025).



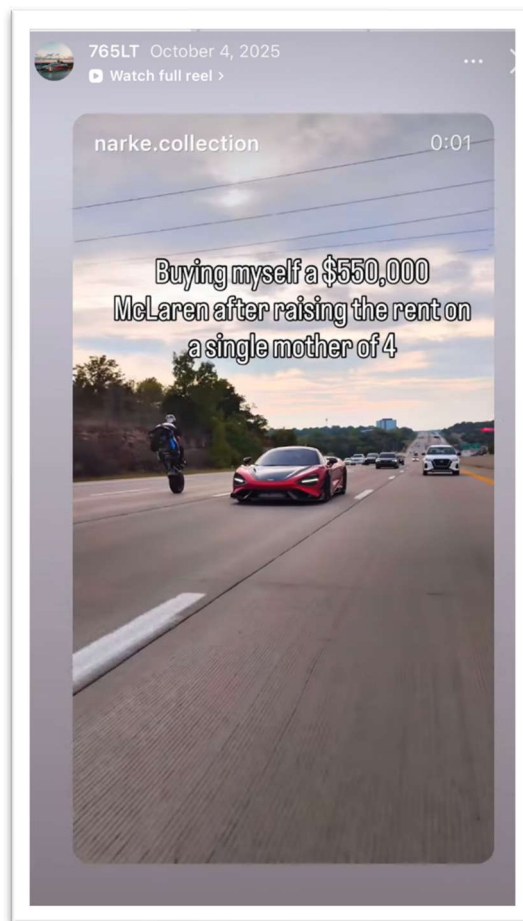
44. The narke.collection Instagram page features dozens of photos and videos of Karney driving and/or posing with exotic cars, including this September 12, 2025 post in which Karney is seen through the door of a Rolls Royce Cullinan before the video pans out to show his collection of vehicles, with Karney seated in the foreground.<sup>5</sup>



<sup>5</sup> Available at <https://www.instagram.com/p/DOhjrPnjZjn/?hl=en> (last accessed December 22, 2025).



45. A more recent post from October 2025 shows a video of the McLaren 765LT with the caption: “Buying myself a \$550,000 McLaren after raising the rent on a single mother of 4.”<sup>6</sup>



<sup>6</sup> Available at <https://www.instagram.com/p/DPZgLhhji8F/?hl=en> (last accessed January 10, 2026).

46. Montana Secretary of state filings show that in May 2025, articles of organization were filed for Narke Collection LLC – a name identical to Karney’s narke.collection Instagram handle. A true and correct copy of the articles of organization of Narke Collection LLC is attached hereto as **Exhibit F**.

47. The sole member of Narke Collection LLC is Asif Syed:

LLC Management		Members	
LLC Managed By		No	
Are Members Liable?			
Members			
Name Of Individual Or Business Entity		Business Mailing Address	Email Address
of 2		Page	
[REDACTED]			
Syed Asif		55 W 14TH ST STE 101 HELENA, MT 59601-3387	

48. Karney has specifically claimed ownership of a 2026 Cadillac Escalade V-Series through various social media posts. In an October 31, 2025 post he announced that he had replaced his 2024 Escalade with a 2026 Escalade (“Loved the car enough to put 45k miles on it in a year; I didn’t crash it, just replaced it with a 2026 V... lol.”).<sup>7</sup>

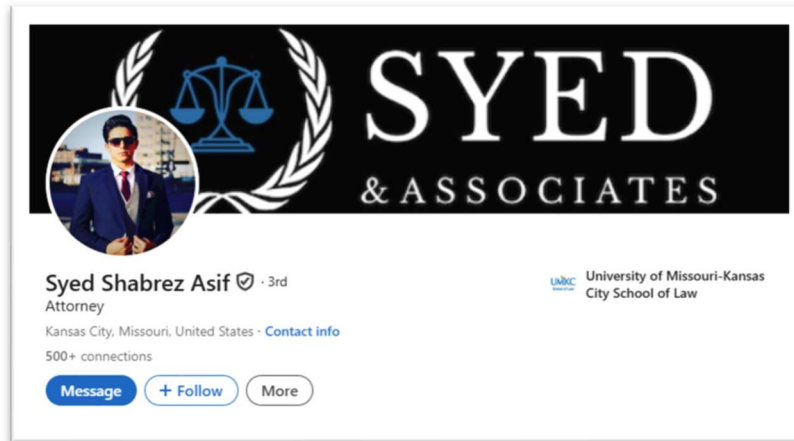
49. Missouri vehicle registration records show that both of these vehicles that Karney claims ownership of are in fact registered to Syed, his personal attorney:

- a. A 2024 Cadillac Escalade V (with VIN 1GYS4SK90RR204160) with an MSRP of \$155,295.00 is registered to Asif Syed.
- b. A 2026 Cadillac Escalade V (with VIN 1GYS9HK91TR108937) with an MSRP of \$168,000.00 is registered to Asif Syed.

<sup>7</sup> Available at [https://www.instagram.com/reel/DSga6aajFm/?utm\\_source=ig\\_web\\_copy\\_link&igsh=MzRIODBiNWFIZA==](https://www.instagram.com/reel/DSga6aajFm/?utm_source=ig_web_copy_link&igsh=MzRIODBiNWFIZA==) (last accessed January 11, 2026).

50. Thus, the tactic that Karney and Syed have used in Lubbock County and in Missouri to conceal Karney's ownership of the Property is nothing new – it is their *modus operandi*.

51. According to his law firm professional bio, Asif Syed graduated from the University of Missouri-Kansas City School of Law in 2021:<sup>8</sup>



52. Plaintiff has reason to believe that Syed's assistance of Karney goes beyond fraudulently concealing Karney's ownership of assets and may also include transferring cash on behalf of Karney and the other Nebraska Judgment debtors to avoid detection and frustrate collection efforts. Plaintiff intends to pursue to broad discovery and believes the crime-fraud exception will apply to communications between Karney and Asif related to the Property, the Missouri Property, and other assets concealed by or on behalf of Karney.

53. Upon information and belief, which is reasonable based on the fact stated above:

- a. Karney is using Defendant Birchwood Holdings as a shell entity to shield his assets from creditors, including Plaintiff;
- b. Karney exercises dominion and control over Defendant Birchwood Holdings;

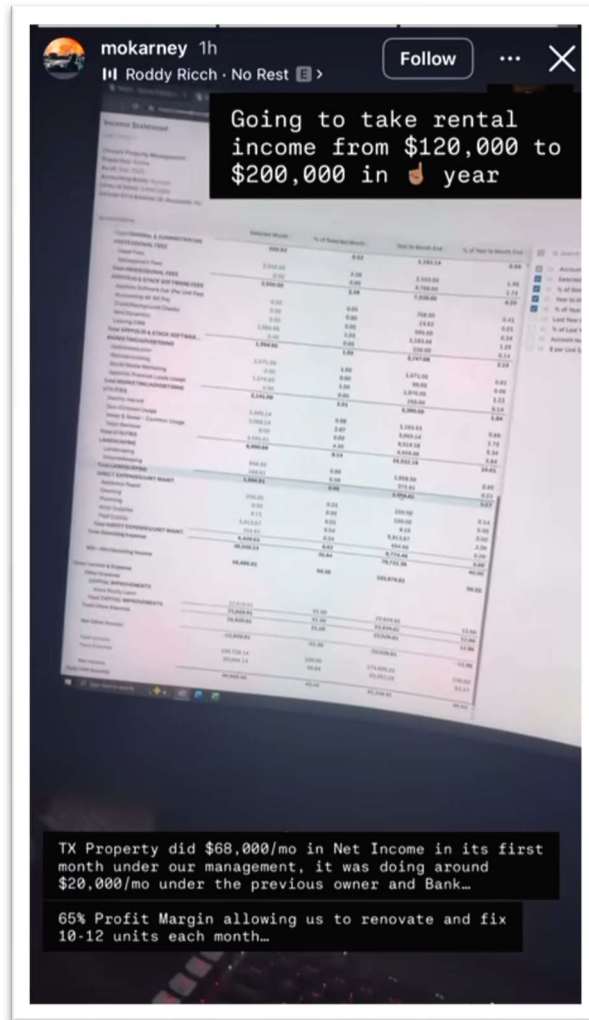
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<sup>8</sup> Available at <https://www.linkedin.com/in/syed-shabrez-asif-b63b13131/> (last accessed December 22, 2025).

- c. Karney formed, caused to be formed, and/or used Birchwood Holdings for the purpose of hindering, delaying, or defrauding his creditors, including Plaintiff;
- d. Karney has failed to maintain proper corporate formalities with respect to Birchwood Holdings;
- e. Karney has commingled his personal assets with those of Birchwood Holdings and/or is using Birchwood Holdings to shield himself from personal liability for his debts, including the Nebraska Judgment owed to Plaintiff.

54. On December 15, 2025, counsel for Plaintiff sent a demand letter to Defendants Birchwood Holdings, Birchwood SPE, GG Birchwood, IAMH Birchwood, and CXD Birchwood, providing evidence of Karney's public acknowledgment of ownership of the Property, attaching the Nebraska Judgment, and demanding satisfaction of the Nebraska Judgment within five business days. Defendants failed to satisfy the Judgment or make any offer to do so in whole or in part.

55. However, on December 22, 2025 Karney published a new Instagram post that appears to show detailed income and expense calculations related to the Property. The caption says: "TX Property did \$60,000/mo in Net Income in its first month under our management.":



56. Upon information and belief, which is reasonable based on the fact stated above:
- Karney is using Defendant Black Bull as a shell entity to shield his assets from creditors, including Plaintiff;
  - Karney exercises dominion and control over Defendant Black Bull;
  - Karney formed, caused to be formed, and/or used Black Bull for the purpose of hindering, delaying, or defrauding his creditors, including Plaintiff;
  - Karney has failed to maintain proper corporate formalities with respect to Black Bull;

- e. Karney has commingled his personal assets with those of Black Bull and/or is using Black Bull to shield himself from personal liability for his debts, including the Nebraska Judgment owed to Plaintiff.

57. On December 18, 2025, counsel for Plaintiff sent a demand letter to Defendant Black Bull, providing evidence of Karney's public acknowledgment of ownership of the Missouri Property, attaching the Nebraska Judgment, and demanding satisfaction of the Nebraska Judgment within five business days. Counsel for Defendant Black Bull acknowledged receipt of the letter, but denied liability, and Defendants Black Bull and Karney failed to satisfy the Judgment or make any offer to do so in whole or in part.

58. Plaintiff therefore seeks redress from this Court.

## **VI. CAUSES OF ACTION**

### **COUNT ONE: ALTER EGO / PIERCING THE CORPORATE VEIL AS TO DEFENDANT BIRCHWOOD HOLDINGS**

59. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

60. There exists such unity between Karney and Defendant Birchwood Holdings that the separateness of the LLC has ceased.

61. Karney exercises dominion and control over Birchwood Holdings.

62. Karney has failed to maintain proper corporate formalities with respect to Birchwood Holdings.

63. The corporate form of Birchwood Holdings is being used as a sham to perpetrate a fraud and evade existing legal obligations.

64. Karney is using Birchwood Holdings to shield assets from creditors, including Plaintiff, who holds a valid judgment against Karney.

65. Karney's use of Birchwood Holdings constitutes actual fraud primarily for his direct personal benefit.

66. Karney has benefited personally from the use of Birchwood Holdings by maintaining control over the Property while attempting to shield it from execution to satisfy the judgment owed to Plaintiff.

67. Failure to disregard Birchwood Holdings would work an injustice as Plaintiff is unable to collect on the Texas Judgment absent turnover of the Property.

68. Plaintiff is entitled to a finding from this Court that Birchwood Holdings is a sham entity operating as the alter ego of Karney.

**COUNT TWO: ALTER EGO / PIERCING THE CORPORATE VEIL AS TO  
DEFENDANT BLACK BULL**

69. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

70. There exists such unity between Karney and Defendant Black Bull that the separateness of the LLC has ceased.

71. Karney exercises dominion and control over Black Bull.

72. Karney has failed to maintain proper corporate formalities with respect to Black Bull.

73. The corporate form of Black Bull is being used as a sham to perpetrate a fraud and evade existing legal obligations.

74. Karney is using Black Bull to shield assets from creditors, including Plaintiff, who holds a valid judgment against Karney.

75. Karney's use of Black Bull constitutes actual fraud primarily for his direct personal benefit.

76. Karney has benefited personally from the use of Black Bull by maintaining control over the Property while attempting to shield it from execution to satisfy the judgment owed to Plaintiff.

77. Failure to disregard Black Bull would work an injustice as Plaintiff is unable to collect on the Texas Judgment and/or Nebraska Judgment absent turnover of the Property.

78. Plaintiff is entitled to a finding from this Court that Black Bull is a sham entity operating as the alter ego of Karney, and that Karney's confessed ownership of the Missouri Property should transfer to Plaintiff in satisfaction of the judgments.

### **COUNT THREE - FRAUDULENT TRANSFER AS TO DEFENDANT BLACK BULL**

79. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

80. Karney made or caused to be made a transfer of the Property to Birchwood Holdings or used Birchwood Holdings with intent to hinder, delay, or defraud creditors including Plaintiff.

81. As set forth above, Karney's intent to hinder, delay, or defraud Plaintiff is evidenced by (1) the timing of the acquisition of the Property in relation to the judgment against him, (2) Karney's and Syed's use of one or more sham entities to hold the Property using the same tactic they have used to defraud creditors in other states, and (3) Karney's repeated public claims that he is the true and beneficial owner of the Property.

82. Alternatively, Karney made the transfer without receiving reasonably equivalent value in exchange, and Karney was insolvent at the time or became insolvent as a result of the transfer.

83. Plaintiff is entitled to relief from this fraudulent transfer, including but not limited to injunctive relief, declaratory relief, and monetary relief.

#### **COUNT FOUR - FRAUDULENT TRANSFER AS TO DEFENDANT BLACK BULL**

84. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

85. Karney made or caused to be made a transfer of the Missouri Property to Black Bull and/or used Black Bull with intent to hinder, delay, or defraud creditors including Plaintiff.

86. As set forth above, Karney's intent to hinder, delay, or defraud Plaintiff is evidenced by (1) the timing of the acquisition of the Missouri Property in relation to the judgment against him, (2) Karney's and Syed's use of one or more sham entities to hold the Missouri Property using the same tactic they have used to defraud creditors in other states, and (3) Karney's repeated public claims that he is the true and beneficial owner of the Missouri Property.

87. Alternatively, Karney made the transfer without receiving reasonably equivalent value in exchange, and Karney was insolvent at the time or became insolvent as a result of the transfer.

88. Plaintiff is entitled to relief from this fraudulent transfer, including but not limited to injunctive relief, declaratory relief, and monetary relief.

#### **COUNT FIVE - DECLARATORY JUDGMENT (against all defendants)**

89. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

90. A justiciable controversy exists between the parties.

91. There is an actual controversy between Plaintiff and Defendants regarding the ownership and/or title to the Property and the Missouri Property, whether Birchwood Holdings and/or Black Bull are the alter ego of Karney, and whether the Property and Missouri Property are subject to execution to satisfy the judgment against Karney.

92. This Court has jurisdiction over this controversy as it involves real property located in Lubbock County, and the enforcement of a judgment that has been domesticated in Texas.

93. The Court can render a judgment that will resolve the controversy.

94. Plaintiff is entitled to a declaration from this Court that Birchwood Holdings is the alter ego of Karney, that Karney is the true and beneficial owner of the Property, and that the Property is subject to execution to satisfy the judgment against Karney.

95. Plaintiff is entitled to a declaration from this Court that Black Bull is the alter ego of Karney, that Karney is the true and beneficial owner of the Missouri Property, and that the Missouri Property is subject to execution to satisfy the judgment against Karney.

96. Plaintiff is further entitled to recover its attorney's fees from Defendants under the Texas Declaratory Judgment Act.

## **VII. CONDITIONS PRECEDENT**

97. Under Rule 54 of the Texas Rules of Civil Procedure, Plaintiff pleads that all conditions precedent to his claims for relief have been performed, or have occurred, or have been waived by Defendants, whether contractual or statutory (if applicable).

## **VIII. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Pranay Bajjuri respectfully requests from this Court:

- a) A declaration that Defendant Birchwood Holdings 6402 LLC (and by extension its various member entities) is the alter ego of Defendant Amogh Karney and that the corporate veil should be pierced, allowing Plaintiff to reach the assets of Birchwood Holdings 6402 LLC to satisfy the judgment against Karney;
- b) A declaration that Defendant Black Bull LLC is the alter ego of Defendant Amogh Karney and that the corporate veil should be pierced, allowing Plaintiff to reach the assets of Black Bull LLC to satisfy the judgment against Karney;
- c) An order avoiding any transfer of assets from Defendant Birchwood Holdings 6402 LLC or the use Defendant Birchwood Holdings 6402 LLC to acquire assets, to the extent necessary to satisfy Plaintiff's claim;
- d) An order authorizing execution against and turnover of the Property at 6402 Albany Ave, Lubbock, Texas to satisfy the judgment against Defendant Amogh Karney;
- e) A temporary injunction prohibiting Defendants from transferring, encumbering, or otherwise disposing of the Property at 6402 Albany Ave, Lubbock, Texas during the pendency of this action;
- f) An order avoiding any transfer of assets from Defendant Black Bull LLC or the use Defendant Black Bull LLC to acquire assets, to the extent necessary to satisfy Plaintiff's claim;
- g) An order authorizing execution against and turnover of the Missouri Property at 219 NW Locust St., Lee's Summit, Missouri 64064 to satisfy the judgment against Defendant Amogh Karney;
- h) A temporary injunction prohibiting Defendants from transferring, encumbering, or otherwise disposing of the Missouri Property at 219 NW Locust St., Lee's Summit, Missouri 64064 during the pendency of this action;
- i) Appointment of a receiver to take possession of and manage the Property at 6402 Albany Ave, Lubbock, Texas and the Missouri Property at 219 NW Locust St., Lee's Summit, Missouri 64064 during the pendency of this action to prevent waste and preserve the property for execution;
- j) An award of reasonable attorney's fees and costs incurred in bringing this action; and

k) Such other and further relief as this Court deems just and proper.

Dated: January 12, 2026.

Respectfully submitted,

*/s/ Nick Nelson*

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**ATTORNEYS FOR PLAINTIFF**

# EXHIBIT A



## **BACKGROUND AND PROCEDURAL HISTORY**

The Court adopts the factual background as contained in Plaintiffs' Amended Complaint to the extent relevant to the present Motion. Additional facts specific to this Motion will be discussed in further detail below.

## **STANDARD OF REVIEW**

Nebraska courts, through their inherent judicial power, have the authority to do all things reasonably necessary for the proper administration of justice. *Houser v. Am. Paving Asphalt, Inc.*, 299 Neb. 1, 14, 907 N.W.2d 16, 26 (2018). “[A]n appropriate sanction under § 6-337 is determined in the factual context of a particular case and is initially left to the discretion of the trial court, whose ruling on a request for sanction or a sanction imposed will be upheld in the absence of an abuse of discretion.” *Eletech, Inc. v. Conveyance Consulting Group, Inc.*, 308 Neb. 733, 746-47, 956 N.W.2d 692, 703 (2021).

## **ANALYSIS**

The Court finds in favor of Plaintiffs and grants their Motion for Sanctions. The Court finds Defendants to be jointly and severally liable, and orders an entry of Default Judgment, and grants Attorneys' Fees against Defendants. Whereas the Court finds sufficient grounds to grant Plaintiffs' Motion for Sanctions and order an entry of default judgment, all other pending motions are hereby denied.

The Court grants Plaintiffs' Motion for Sanctions based on the proceeding analysis. First, Defendants are jointly and severally liable in default for all damages, including attorneys' fees, and interest. Second, the Court finds all evidence offered by both parties, including Defendants' Exhibit 16 to be admissible. Notwithstanding the admissibility of the evidence received, the Court

gives appropriate weight to the evidence in light of the objections on foundation, relevance and hearsay.

Third, sanctions in the form of default judgment, attorneys' fees, and interest against Defendant Amogh Karney are appropriate as Defendant Amogh Karney has willfully violated the Court's orders and has failed to make any appearance before this Court personally or through appointed counsel since June 5, 2023.

Fourth, sanctions in the form of default judgment, attorneys' fees, and interest against Defendants Anand Karney, Sudha Karney, Shiba Prop, LLC, Narke Holdings, LLC, Sarkit Inc., and Ark Capital Brookside, LLC (Anand Defendants) are appropriate. The Anand Defendants have similarly violated the Court's orders, and were on notice of possible sanctions as of March 16, 2023. Lastly, all Defendants are found to be jointly and severally liable.

I. DEFENDANTS ARE JOINTLY AND SEVERALLY LIABLE IN DEFAULT JUDGMENT FOR ALL DAMAGES, INCLUDING ATTORNEYS' FEES, AND INTEREST.

The Court finds all Defendants to be jointly and severally liable in default judgment for all damages alleged, including attorneys' fees, and interest.

Plaintiffs' Amended Complaint alleges, inter alia, Defendants entered into a civil conspiracy to defraud Plaintiffs. Under Nebraska law, a civil conspiracy is "a combination of two or more persons to accomplish by concerted action an unlawful or oppressive object, or a lawful object by unlawful or oppressive means." *United Gen. Title Ins. Co. v. Malone*, 289 Neb. 1006, 1026, 858 N.W.2d 196, 215 (2015). Furthermore,

[T]he gist of an action for civil conspiracy is not the conspiracy charged, but the damages the plaintiff claims to have suffered because of the wrongful acts of the defendants. Thus, by establishing a civil conspiracy, a plaintiff extends liability for the wrongful acts underlying the conspiracy to those actors who did not actively engage in the acts, but conspired in their commission. A conspirator is liable for the injuries sustained by the

plaintiff as a result of the tortious conduct which forms the basis of the conspiracy. *Id.* at 1026–27, 858 N.W.2d at 215 (2015).

Based on the evidence before the Court, and under the totality of the circumstances, the Court finds sufficient evidence to find Defendants jointly and severally liable under a theory of civil conspiracy.

In addition to Defendants being jointly and severally liable in default judgment, Defendants are also jointly and severally liable for attorneys' fees and interest. The Nebraska Court Rules of Discovery in Civil Cases are substantially patterned after Federal Rules of Civil Procedure. Thus, Nebraska courts will look to the "federal rules for guidance in construing similar Nebraska rules." *Eddy v. Builders Supply Co., Inc.*, 304 Neb. 804, 818, 937 N.W.2d 198, 210 (2020). Neb. Ct. R. Disc. § 6-337 is substantially patterned after Federal Rules of Civil Procedure 37, therefore, this Court may look to Federal Rules and precedent for guidance.

In *Comiskey v. JFTJ Corp.*, 989 F.2d 1007 (8<sup>th</sup> Cir. 1993), the Court analyzed the award of attorney fees as a sanction under Federal Rules of Civil Procedure Rule 37. There, the Court found "[r]ule 37(b) authorizes sanctions for failure to comply with discovery orders. A party and its counsel 'may be held personally liable for expenses, "including attorney's fees," caused by the failure to comply with discovery orders.'" *Id.* at 1011 (citing *Roadway Express, Inc. v. Piper*, 447 U.S. 752, 763, 100 S.Ct. 2455, 2462, 65 L.Ed.2d 488 (1980)). The Court continued and declared that an award of attorney fees pursuant to Rule 37 encompasses "all expenses, whenever incurred, that would not have been sustained had the opponent conducted itself properly." *Id.* at 1012 (citations omitted).

Based on the proceeding analysis, the Court finds an award of attorneys' fees, and interest as an appropriate sanction. To date, Defendants have yet to comply with Plaintiffs' discovery

requests in any meaningful capacity, or the Court's Order to Compel Discovery. Moreover, Defendants have produced zero documents or records as requested and ordered. As mentioned below, the Court held in abeyance the Anand Defendants' Motion for Attorney Fees, and stated it would assess attorney fees if any party committed abuses of civil discovery procedures. Therefore, based on Defendants' continued recalcitrance towards discovery, the Court finds sanctions in the award of attorneys' fees and interest appropriate. Defendants shall be jointly and severally liable for attorneys' fees, interest, as well as for all other damages in default judgment.

II. THE ANAND DEFENDANTS' EXHIBIT 16, THE AFFIRMATION OF DEFENDANT ANAND KARNEY, IS ADMISSIBLE UNDER NEB. REV. STAT. § 49-1801 TO §49-1807; THE UNIFORM UNSWORN FOREIGN DECLARATIONS ACT.

The Court finds that all evidence offered at the hearing on Plaintiffs' Motion to be admissible, including the Anand Defendants' Exhibit 16. At the hearing, Plaintiffs offered into evidence Exhibits 9, 10, 12, 13, 14, 15, 17, and 18. The Anand Defendants generally objected to each exhibit on relevance, foundation, and hearsay grounds. The Court overrules the Anand Defendants' objections and finds each Exhibit to be admissible. Appropriate weight will be given to each Exhibit accordingly. The Anand Defendants offered Exhibits 11, 16, and 19. Exhibit 19 was received by the Court under seal. Plaintiffs objected to Exhibit 11 based on foundation. The Court finds Exhibit 11 to be admissible, and will give Exhibit 11 appropriate weight.

The Anand Defendants' also offered Exhibit 16 the Affirmation of Defendant Anand Karney. Whereas each party argued at length, both at the hearing and in their respective briefs, as to the admissibility of Exhibit 16, the Court makes a brief finding specific to this Exhibit. The Court finds that the affirmation of Defendant Anand Karney is admissible under the Uniform Unsworn Foreign Declarations Act (UUFDA). *See* Neb. Rev. Stat. § 49-1801 to § 49-1807. Plaintiffs argue that Exhibit 16 is not admissible because the affirmation is not notarized, and

cannot be considered an affidavit. The Anand Defendants make several arguments as to Exhibit 16's admissibility, but only one is applicable. The Anand Defendants argue Exhibit 16 is admissible under the Uniform Unsworn Foreign Declarations Act. The Court agrees.

Under UUFDA, a sworn declaration includes an affidavit. Neb. Rev. Stat. § 49-1802(6). An "[u]nsworn declaration means a declaration in a signed record that is not given under oath, but is given under penalty of perjury." Neb. Rev. Stat. § 49-1802(7). Moreover, UUFDA applies "to an unsworn declaration by a declarant who at the time of making the declaration is physically located outside the boundaries of the United States whether or not the location is subject to the jurisdiction of the United States." Neb. Rev. Stat. § 49-1803. Under UUFDA, "if a law of this state requires or permits use of a sworn declaration, an unsworn declaration meeting the requirements of the [UUFDA] has the same effect as a sworn declaration." Neb. Rev. Stat. § 49-1804(a).

However, for the unsworn declaration to have the same effect as a sworn declaration the unsworn declaration:

[M]ust be in substantially the following form:

I declare under penalty of perjury under the law of the State of Nebraska that the foregoing is true and correct, and that I am physically located outside the geographic boundaries of the United States, Puerto Rico, the United States Virgin Islands, and any territory or insular possession subject to the jurisdiction of the United States.

Executed on the ..... day of .....	.....	..... at
(date)	(month)	(year)

.....	.....
(city or other location, and state)	(country)
.....	
(printed name)	
.....	
(signature)	

Neb. Rev. Stat. § 49-1806. Upon examination of Exhibit 16, it is clear that the affirmation of Defendant Anand Karney is in substantially the same form as described under UUFDA. The affirmation is not notarized to Plaintiffs' point, and while Plaintiffs are correct in pointing to the ability for an out of state or country individual to notarize something virtually, the lack of notarization does not automatically prove that Exhibit 16 is not admissible.

The affirmation begins with Defendant Anand Karney's acknowledgment that he is making the following statement under penalty of perjury. Under paragraph one, Defendant Anand Karney states that he is in the country of India, which is clearly outside the geographic boundaries and jurisdiction of the United States. *See* Neb. Rev. Stat. § 49-1802(1); and §49-1806. The affirmation also contains the day, month, and year, and Defendant Anand Karney's printed name and signature. Despite the affirmation not being in the exact format as described under § 49-1806, the affirmation is in substantially the same form.

Thus, because Defendant Anand Karney is out of the geographic boundaries and jurisdiction of the United States his unsworn affirmation falls under UUFDA. Because the affirmation is in substantially the same form as required under UUFDA, Defendant Anand Karney's affirmation has the same effect as a sworn declaration, i.e. an affidavit. Therefore, Exhibit 16 is admissible under UUFDA.

III. SANCTIONS, INCLUDING DEFAULT JUDGMENT, ATTORNEYS' FEES, AND INTEREST, ARE APPROPRIATE AS AGAINST DEFENDANT AMOGH KARNEY.

The Court grants Plaintiffs' Motion for Sanctions as against Defendant Amogh Karney. Sanctions in way of default judgment, attorneys' fees, and interest are appropriate because Defendant Amogh has willfully violated the Court's orders and has failed to appear at any proceeding before this Court since June 5, 2023.

Under Nebraska law, sanctions under rule 37 serve multiple purposes. “First, they punish a litigant or counsel who might be inclined to frustrate the discovery process. Second, they deter those who are tempted to break the rules. Finally, they prevent parties who have failed to meet their discovery obligations from profiting from their misconduct.” *Hill v. Tevogt*, 293 Neb. 429, 436, 879 N.W.2d 369, 374 (2016).

“[A]n appropriate sanction under § 6-337 is determined in the factual context of a particular case and is initially left to the discretion of the trial court, whose ruling on a request for sanction or a sanction imposed will be upheld in the absence of an abuse of discretion.” *Eletech, Inc.*, 308 Neb. at 746-47, 956 N.W.2d at 703. To determine if sanctions under § 6-337 are appropriate, courts may consider several factors including “prejudice or unfair surprise suffered by the party seeking sanctions, the importance of the evidence which is the root of the misconduct, whether the court considered less drastic sanctions, the sanctioned party's history of discovery abuse, and whether the sanctioned party acted willfully or in bad faith.” *Id.* at 747, 956 N.W.2d at 703. Default judgment or dismissal “may be an appropriate sanction under § 6-337 for an “inexcusably recalcitrant” party. *Id.* (quoting *Hill v. Tevogt*, 293 Neb. at 437, 879 N.W.2d at 374). When dismissing or entering default judgment, federal courts often consider whether the “sanctioned party showed bad faith, willfulness, or fault.” *Tevogt*, 293 Neb. at 437, 879 N.W.2d at 374.

Defendant Amogh Karney may be considered an inexcusably recalcitrant party, and warrant sanctions at this time. Both Plaintiffs and the Anand Defendants argue sanctions are appropriate as against Defendant Amogh Karney. Defendant Amogh Karney has failed to appear or present any argument against sanctions. Defendant Amogh Karney is aware of the present action and has previously appeared through appointed counsel. However, Defendant Amogh Karney's counsel withdrew on June 5, 2023. In the Court's June 13, 2023, Order to Compel, Defendant

Amogh Karney was given until July 6, 2023, to acquire new counsel. As of the date of this order Defendant Amogh Karney has yet to hire new counsel to the best of the Court's knowledge. Moreover, the Court's June 13, 2023, Order to Compel applied equally to all Defendants, and Defendant Amogh Karney has not complied to any degree with discovery.

Defendant Amogh Karney's failure to appear before this Court either personally or through appointed counsel, despite his knowledge of the litigation and the Court's orders, shows bad faith, willful disregard for the Court, and inexcusable recalcitrance. Thus, the Court finds sanctions in the form of default judgment, attorneys' fees, and interest as appropriate sanctions. Therefore, the Court grants Plaintiffs' Motion for Sanctions as against Defendant Amogh Karney.

IV. SANCTIONS, INCLUDING DEFAULT JUDGMENT, ATTORNEYS' FEES, AND INTEREST, ARE APPROPRIATE AS AGAINST THE ANAND DEFENDANTS.

The Court grants Plaintiffs' Motion for Sanctions as against the Anand Defendants. The Court finds the Anand Defendants have frustrated the discovery process, have failed to comply with the Court's Order to Compel in any meaningful way, were on notice of possible sanctions, and should not profit from their misconduct.

The rules as articulated above in the previous section apply as if set forth fully herein, but need not be repeated. The Court adds that "[t]he Nebraska Supreme Court has also noted that dismissal or default judgment is an appropriate sanction for failing to comply with a discovery order." *Pope-Gonzalez v. Husker Concrete, LLC*, 21 Neb. App. 575, 580, 842 N.W.2d 135, 140 (2013). Additionally, a court may award attorney's fees on a motion or sua sponte. *See* Neb. Rev. Stat. § 25-824(4). § 25-824(4) states, in pertinent part:

The court shall assess attorney's fees and costs if, upon the motion of any party or the court itself, . . . the action or any part of the action was interposed solely for delay or harassment. If the court finds that an attorney or party unnecessarily expanded the proceedings by other

improper conduct, including, but not limited to, *abuses of civil discovery procedures*, the court shall assess attorney's fees and cost.

(emphasis added).

Under Neb. Ct. R. Disc. § 6-337, a court may grant sanctions:

If a party or an officer, director, or managing agent of a party or a person designated under Rule 30(b)(6) or 31(a) to testify on behalf of a party fails to obey an order to provide or permit discovery . . . the court in which the action is pending may make such orders in regard to the failure as are just, and among others the following:

(C) An order striking out pleadings or parts thereof, or staying further proceedings until the order is obeyed, or dismissing the action or proceeding or any part thereof, or rendering a judgment by default against the disobedient party[.]

Neb. Ct. R. Disc. § 6-337(b)(2)(C). The Nebraska Supreme Court has also previously held that "a party's failure to answer properly severed interrogatories or to seasonably supplement discovery responses may be grounds for sanctions imposed under § 6-337." *Eletech, Inc.*, 308 Neb. at 746, 956 N.W.2d at 702-03.

The Anand Defendants concede that default judgment and attorneys' fees are appropriate as against Defendant Amogh Karney. However, the Anand Defendants contend that the same sanctions that should apply to Defendant Amogh Karney should not apply to them. The Anand Defendants argue that the sanctions requested by Plaintiffs are too harsh because they have complied with discovery, and because they were not previously warned that sanctions were possible. The Anand Defendants additionally argue sanctions are not appropriate because the Anand Defendants do not have any financial documents or records in their control or possession. The Court is unpersuaded by the Anand Defendants' arguments.

A. THE ANAND DEFENDANTS HAVE FRUSTRATED THE DISCOVERY PROCESS AND REPEATEDLY FAILED TO COMPLY WITH DISCOVERY REQUESTS AND ORDERS.

The Court finds that sanctions are appropriate because the Anand Defendants have frustrated the discovery process by failing to produce any meaningful documents or comply with

Plaintiffs' discovery requests. The Anand Defendants have also failed to comply with the Court's orders, including its Order to Compel.

The Court summarizes the procedural history of the case relative to the discovery process for context. Plaintiffs filed the present action on February 18, 2022. The Court issued a scheduling order filed on August 31, 2022, stating that discovery would need to be completed by February 1, 2023. Thus, as of August 31, 2022, the Anand Defendants were on notice of the need to comply with discovery requests. Moreover, notice of discovery was served on all Defendants on September 28, 2022. On November 2, 2022, the Court updated its scheduling order and ordered discovery to be completed by December 1, 2023.

Various motions were filed including the Anand Defendants' Motion to Dismiss and for Attorney's Fees filed on February 21, 2023. In the Court's March 16, 2023, order denying the Anand Defendants' Motion the Court held in abeyance the Anand Defendants' Motion for Attorney's Fees. In holding this Motion in abeyance, the Court put all parties on notice of possible future sanctions under Neb. Rev. Stat. § 25-824. Specifically, the Court highlighted possible future sanctions for abuses of civil discovery procedures.

The Anand Defendants responded to Plaintiffs discovery requests on March 24, 2023, but objected to most of the requests, and did not produce any documents. In response to the lack of compliance with discovery, Plaintiffs sent a letter to the Anand Defendants on April 19, 2023, detailing the Anand Defendants' failure to comply with discovery. Later, on April 25, 2023, in a conference call between the parties, the Anand Defendants told Plaintiffs that they would produce the requested documents to Plaintiffs within 30 days. No Documents were produced, and Plaintiff filed a Motion to Compel Discovery on May 17, 2023.

The Court held a hearing on the Motion to Compel on June 5, 2023, and granted the Motion in an Order filed on June 13, 2023. In the Court's June 13 Order, the Court highlighted that the Anand Defendants had produced zero documents as part of discovery at that time, and ordered the Anand Defendants to produce the requested documents. The Anand Defendants were ordered to produce the requested documents by July 18, 2023. The Anand Defendants produced some documents over a month later on July 18, 2023. However, the documents produced were replete with insufficiencies and were not the documents that were required to be produced per the Order to Compel. Moreover, the Anand Defendants did not supplement any of their responses, and the documents produced were unverified, and incomplete. Plaintiffs sent a deficiency letter to the Anand Defendants in response to the insufficiencies on August 2, 2023, but received no response.

Coincidentally, on August 2, 2023, Counsel for the Anand Defendants made a Motion to Withdraw from representing Shiba Prop, LLC, Narke Holdings, LLC, Sarkit, Inc., and Ark Capital Brookside, LLC. At a hearing on the Motion to Withdraw on August 14, 2023, Counsel argued he could no longer effectively communicate with his LLC clients. However, Counsel would continue to represent Anand and Sudha Karney, who were and are the owners and managing members of the LLC's during the relevant times of the present action.

At the hearing, the Court held in abeyance the Motion to Withdraw pending an evidentiary hearing to be held on November 16, 2023. The Anand Defendants were required to provide evidence, including documents at the November 16, 2023, hearing for the Court to review. However, the Anand Defendants did not supply any documents or evidence with the exception of the unsworn affirmation of Defendant Anand Karney. The Anand Defendants attempted to persuade the Court that they had complied with some discovery by stating they had produced bank statements for Defendant Sarkit, Inc. However, the bank statements the Anand Defendants refer

to they did not produce. Rather, Plaintiffs obtained the bank statements through third party subpoenas, to which the Anand Defendants had objected to.

In light of the above history, the Court finds the Anand Defendants' arguments unpersuasive. First, the court finds based on the clear procedural history articulated above that the Anand Defendants have frustrated the discovery process by repeatedly failing to comply with not only Plaintiffs' requests for discovery, but the Court's Order to Compel Discovery. In Nebraska, "civil jury cases are to be disposed of within 1 year to 18 months of filing, absent extraordinary circumstances." *Putnam v. Scherbring*, 297 Neb. 868, 877, 902 N.W.2d 140, 146 (2017); *see also* Neb. Ct. R. § 6-101. To effectuate this disposal standard, not only are judges "encouraged to implement firm, consistent procedures for minimizing continuances[,]"" "[e]ach member of the bar shall cooperate with the judiciary in meeting these standards.'" *Id. quoting* (Neb. Ct. R. § 6-101(C)).

The Anand Defendants were aware of the need to comply with discovery as early as August 31, 2022, when the Court issued its first scheduling order. Notwithstanding the Anand Defendants' knowledge of the need to comply with discovery since August 2022, the Anand Defendants have still not produced any documents or meaningfully complied with discovery. The Anand Defendants argue they turned over some financial documents, however, the financial documents the Anand Defendants refer to were obtained by Plaintiffs through third party subpoenas, and not through the Anand Defendants. Moreover, the Court highlighted in its June 16, 2023, order that as of that date the Anand Defendants had turned over zero documents. Again, at the November 16, 2023, evidentiary hearing, the Anand Defendants did not have any documents to submit to either the Court or Plaintiffs.

Therefore, the Court finds the Anand Defendants have frustrated the discovery process by failing to comply with both Plaintiffs requests, and the Court's orders. Because the Anand Defendants have repeatedly frustrated the discovery process, the Court finds sanctions to be an appropriate remedy.

B. SANCTIONS ARE APPROPRIATE BECAUSE THE ANAND DEFENDANTS WERE ON NOTICE OF POSSIBLE FUTURE SANCTIONS FOR ABUSES OF CIVIL DISCOVERY PROCEDURES.

The Anand Defendants argue that Plaintiffs' requested sanctions are too harsh as applied to them because they were not on notice of possible sanctions. However, the Court warned all parties in its March 16, 2023, order that less drastic sanctions by way of attorney's fees may be awarded for abuses of civil discovery procedures.

This order was issued in response to the Anand Defendants' Motion to Dismiss and for Attorney's Fees. Essentially, at this time, the Anand Defendants requested the Court consider less drastic sanctions in accordance with one of the factors to consider under *Eletech, Inc. See Eletech, Inc.*, 747, 956 N.W.2d at 703. While the Court denied the Anand Defendants' Motion to Dismiss, the Court held in abeyance the Motion for Attorney's Fees.

The Court specifically warned all parties "[i]f the Court finds that an attorney or party unnecessarily expand[s] the proceedings by other improper conduct, including, but not limited to, *abuses of civil discovery procedures*, the court shall assess attorney's fees and costs." Order on Defendants' Motion to Dismiss and Motion for Attorney's Fees; (emphasis in original). All parties were on notice as of March 16, 2023, that sanctions were possible for abuses of civil discovery procedures. The Anand Defendants' argument that they were not on notice of possible sanctions or that the Court has failed to consider less drastic sanctions is, thus, unpersuasive.

Under *Eletech, Inc.*, Plaintiffs have shown that the Court considered less drastic sanctions. Plaintiffs have further shown that the Anand Defendants were on notice of possible future

sanctions for abuses of civil discovery procedures. Therefore, the Court finds sanctions are appropriate against the Anand Defendants.

C. THE ANAND DEFENDANTS ARE RESPONSIBLE FOR THE POSSESSION, CUSTODY, AND CONTROL OF THEIR DOCUMENTS.

Lastly, the Anand Defendants argue sanctions are not appropriate because they have complied with the discovery process by turning over the documents they have in their possession, and to the extent the documents are insufficient, the Anand Defendants do not have any further documents or records in their control.

The Anand Defendants offered Exhibit 16, the affirmation of Defendant Anand Karney, as evidence to support their argument that the Anand Defendants do not have any documents in their control. Specifically, in paragraph seven of Exhibit 16, Defendant Anand states that he and Defendant Sudha Karney are members of the LLCs, but Defendant Amogh Karney was the manager of the LLCs. (E. 16, ¶ 7). Defendant Anand Karney further states that because Defendant Amogh Karney was the manager he is the one who kept the records for the LLC. *Id.* Based on this information, the Anand Defendants attempt to show their lack of production of evidence is not their fault because the Anand Defendants do not have the records requested. The Court is wholly unpersuaded by the Anand Defendants' argument.

Regardless of the Anand Defendants' argument, an LLC is an entity distinct from its members and managers. *See* Neb. Rev. Stat. § 21-104; *see also* Neb. Rev. Stat. 21-520. Because an LLC is distinct from its members, an LLC has "the power to do all things necessary or convenient to carry on its activities[.]" Neb. Rev. Stat. § 21-105. Furthermore, the debts, obligations, and other liabilities of an LLC belong solely to the LLC. *See* Neb. Rev. Stat. § 21-520. Thus, as a distinct entity from its members with the power and responsibility for its activities,

an LLC has a right to its records and other relevant information which are or were necessary or convenient to carry on its activities.

An LLC may not escape liability by simply shedding its responsibility onto a member. Such an attempt is antithetical to well established principals of law that protect members of an LLC from liability for the actions, obligations, or liabilities of the LLC. The Anand Defendants' argument attempts to dissolve liability of the LLCs' requirement to produce documents by stating the LLCs are not in possession or control of their business documents, rather, that an alleged manager, Defendant Amogh Karney, is in possession and control of those documents. The Court cannot accept this argument as it would create a vast abyss of legal limbo in which an LLC could avoid liability because of its member, whilst a member could simultaneously avoid liability because of piercing the corporate veil principals.

Rather, the Court finds that an LLC has a right to its documents and records which are necessary or convenient to carry on its activities. Because of this right, such documents and records are necessarily within the possession and control of the LLC. *See Rhodes v. Edwards*, 178 Neb. 757, 135 N.W.2d 453 (1965) (holding that a plaintiff's tax returns were within the possession and control of the plaintiff because he could obtain copies from the federal government by requesting them); *see also United States v. Approximately \$7,400 in U.S. Currency*, 274 F.R.D. 646, 647 (E.D. Wis. 2011) (a party is obligated to produce her account records when she has a legal right to those records even though the party does not have a copy of the record).

Thus, the Anand Defendants are responsible for the possession, custody, and control of their documents. Therefore, Plaintiffs request for sanctions in the form of default judgment, attorney fees, and interest are appropriate based on the Anand Defendants failure to comply with discovery.

## CONCLUSION

Based on the preceding analysis, Plaintiff's Motion for Sanctions pursuant to Neb. Ct. R. Disc. § 6-337 is GRANTED. Defendants are found to be jointly and severally liable.

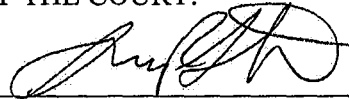
**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that Plaintiff's Motion for Sanctions pursuant to Neb. Ct. R. Disc. § 6-337 is GRANTED. The Court hereby enters an order for default judgment against Defendants for their inexcusable recalcitrance with the discovery process. Defendants are jointly and severally liable in default for the following amounts:

- a. Plaintiff Pranay Bajjuri: \$1,123,154.14;
- b. Nirmal Gorla: \$597,558.36
- c. Sathwik Madishetti: \$32,832.88
- d. Terraland Holdings, LLC: \$316,508.93;
- e. SSRRW, LLC: \$131,331.51;
- f. Attorneys' Fees: \$180,645.68;
- g. Interest at the statutory rate.

Whereas the Court enters an Order for Default Judgment all other pending motions before the Court are hereby denied.

DATED this 12<sup>th</sup> day of January, 2024.

BY THE COURT:



HON. SHELLY R. STRATMAN  
DISTRICT COURT

**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on January 12, 2024 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Benjamin L Tompkins  
ben@kennyhertzperry.com

Dan Saathoff  
danny@kennyhertzperry.com

Matthew S McKeever  
mckeever@burnettwilsonlaw.com

Tyler J Grevenoged  
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Brian J Koenig  
brian.koenig@koleyjessen.com

Scott D Jochim  
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Ryan M Hoffman  
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Josiah J Shanks  
jshanks@crokerlaw.com

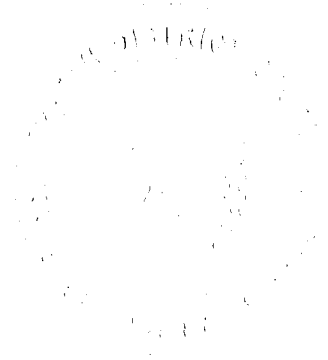
Date: January 12, 2024

BY THE COURT:

*Crystal Shocks*

CLERK





STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

I hereby certify that the above and foregoing is a true and correct copy as the same appears fully upon the records and files of this Court now in my charge.

Victor D. Rocha Deputy  
Clerk of the District Court of Douglas County, Nebraska.

By *Victor Rocha* Deputy  
Date: 3/15/2024



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

I Tressa M. Alioth Judge

do hereby certify that Victor D. Rocha who signed the above certificate as Deputy Clerk of the District Court, was, at the time of signing the same and is now Deputy Clerk of the District Court, in and for Douglas County in the Fourth Judicial District of said State, duly appointed, qualified and acting, and that CRYSTAL RHOADES is the duly elected, commissioned and qualified Clerk of said Court; that the said Clerk has by law the custody of the records and the seal of said Court.

I do further certify that said attestation is in due form and by the proper officer according to the laws of the State of Nebraska, and that the above signature of said Deputy Clerk is genuine.

By *Tressa Alioth* Judge  
Date: 3/15/2024



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

I, Victor D. Rocha, Deputy Clerk of the District Court in and for Douglas County, in the Fourth Judicial District of the State of Nebraska, said Court being a Court of Record and of general and competent jurisdiction, do hereby certify that the Honorable Tressa M. Alioth, whose name is subscribed to the annexed and foregoing certificate, was, at the time of signing thereof, and now is one of the Judges of said District Court, duly elected, commissioned and qualified, and that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at my office, in the City of Omaha, in said Douglas County, State of Nebraska.

Deputy Clerk of the District Court of Douglas County, Nebraska.  
By *Victor Rocha* Deputy  
Date: 3/15/2024

# EXHIBIT B



thirty-eight thousand three hundred fifteen dollars and thirty-six cents (\$138,315.36) as of August 27, 2025.

As of August 27, 2025, the total amount due from Defendants AMOGH KARNEY, ANAND KARNEY, SUDHA KARNEY, SHIBA PROP, LLC, NARKE HOLDINGS, LLC, SARKIT INC., and ARK CAPITAL BROOKSIDE, LLC to Plaintiff PRANAY BAJJURI on the Judgment, including interest, is one million two hundred sixty-one thousand four hundred sixty-nine dollars and fifty cents (\$1,261,469.50) and continues to accrue interest at a per diem rate of two hundred thirty-three dollars and twenty-five cents (\$233.25) until the Judgment is paid.

The name and the address of Judgment Creditor PRANAY BAJJURI is:

PRANAY BAJJURI  
4362 East Kinsington Circle  
Bettendorf, IA 52722

The name and address of the Judgment Creditor PRANAY BAJJURI's attorney in Texas is:

STEPHEN W. DAVIS  
State Bar No. 24066792  
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JAMES L. RICHARDSON  
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COOK KEITH & DAVIS,  
A PROFESSIONAL CORPORATION  
6688 North Central Expressway, Suite 1000  
Dallas, Texas 75206  
Telephone: (214) 368-4686

The name and address of each Judgment Debtor is:

AMOGH KARNEY  
8901 Mission Road  
Leawood, Kansas 66206

ANAND KARNEY  
8901 Mission Road  
Leawood, Kansas 66206

SUDHA KARNEY  
8901 Mission Road  
Leawood, Kansas 66206

SHIBA PROP, LLC  
3913 S 184<sup>th</sup> Street  
Omaha, NE 68130

NARKE HOLDINGS, LLC  
3913 S 184<sup>th</sup> Street  
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SARKIT INC.  
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ARK CAPITAL BROOKSIDE, LLC  
3913 S 184<sup>th</sup> Street  
Omaha, NE 68130

COOK KEITH & DAVIS  
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/s/ Stephen W. Davis

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**ATTORNEYS FOR PLAINTIFF  
PRANAY BAJJURI**

cc:

**VIA EFILE.TXCOURTS.GOV**  
Collin County District Clerk  
**ATTN: CIVIL FILING DESK**  
2300 Bloomdale Road  
McKinney, Texas 75071

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

PRANAY BAJJURI, NIRMAL GORLA,  
SATHWIK MADISHETTI, TERRALAND  
HOLDINGS, LLC, AND SSRRW, LLC,

Plaintiffs,

v.

AMOGH KARNEY, ANAND KARNEY, SUDHA  
KARNEY, SHIBA PROP, LLC, NARKE  
HOLDINGS, LLC, SARKIT INC., ARK  
CAPITAL BROOKSIDE, LLC,

Defendants,

)  
)  
)  
) Case No. CI 22-1240  
)  
)  
)

**ORDER ON PLAINTIFFS' MOTION  
FOR SANCTIONS**

This matter comes before the Court on Plaintiffs' Motion for Sanctions against Defendants pursuant to Neb. Ct. R. Disc. § 6-337. Plaintiffs request the Court award sanctions in the form of default judgment, attorneys' fees, and pre-judgment interest. Plaintiffs filed their Motion on September 13, 2023. A hearing was held on the Motion on November 16, 2023. Plaintiff Pranay Bajjuri was present and appeared with Plaintiffs' attorneys Scott D. Jochim and Josiah J. Shanks.

Defendants Anand Karney, Sudha Karney, Shiba Prop, LLC, Narke Holdings, LLC, Sarkit Inc., and Ark Capital Brookside, LLC (Anand Defendants) appeared through their attorney Matthew S. McKeever. Amogh Karney did not appear. Plaintiffs and Defendants each objected to the opposing parties' offered evidence, and the objections were taken under advisement. Generally, each party objected on foundations, relevance, and hearsay grounds. Particular objections were made to the Anand Defendants' Exhibit 16. The Court now finds all evidence admissible pursuant to the Court's analysis below.

After the parties offered their respective evidence, arguments were heard, and the matter was taken under advisement. Being now fully advised the Court finds and orders as follows:

## **BACKGROUND AND PROCEDURAL HISTORY**

The Court adopts the factual background as contained in Plaintiffs' Amended Complaint to the extent relevant to the present Motion. Additional facts specific to this Motion will be discussed in further detail below.

## **STANDARD OF REVIEW**

Nebraska courts, through their inherent judicial power, have the authority to do all things reasonably necessary for the proper administration of justice. *Houser v. Am. Paving Asphalt, Inc.*, 299 Neb. 1, 14, 907 N.W.2d 16, 26 (2018). “[A]n appropriate sanction under § 6-337 is determined in the factual context of a particular case and is initially left to the discretion of the trial court, whose ruling on a request for sanction or a sanction imposed will be upheld in the absence of an abuse of discretion.” *Eletech, Inc. v. Conveyance Consulting Group, Inc.*, 308 Neb. 733, 746-47, 956 N.W.2d 692, 703 (2021).

## **ANALYSIS**

The Court finds in favor of Plaintiffs and grants their Motion for Sanctions. The Court finds Defendants to be jointly and severally liable, and orders an entry of Default Judgment, and grants Attorneys' Fees against Defendants. Whereas the Court finds sufficient grounds to grant Plaintiffs' Motion for Sanctions and order an entry of default judgment, all other pending motions are hereby denied.

The Court grants Plaintiffs' Motion for Sanctions based on the proceeding analysis. First, Defendants are jointly and severally liable in default for all damages, including attorneys' fees, and interest. Second, the Court finds all evidence offered by both parties, including Defendants' Exhibit 16 to be admissible. Notwithstanding the admissibility of the evidence received, the Court

gives appropriate weight to the evidence in light of the objections on foundation, relevance and hearsay.

Third, sanctions in the form of default judgment, attorneys' fees, and interest against Defendant Amogh Karney are appropriate as Defendant Amogh Karney has willfully violated the Court's orders and has failed to make any appearance before this Court personally or through appointed counsel since June 5, 2023.

Fourth, sanctions in the form of default judgment, attorneys' fees, and interest against Defendants Anand Karney, Sudha Karney, Shiba Prop, LLC, Narke Holdings, LLC, Sarkit Inc., and Ark Capital Brookside, LLC (Anand Defendants) are appropriate. The Anand Defendants have similarly violated the Court's orders, and were on notice of possible sanctions as of March 16, 2023. Lastly, all Defendants are found to be jointly and severally liable.

I. DEFENDANTS ARE JOINTLY AND SEVERALLY LIABLE IN DEFAULT JUDGMENT FOR ALL DAMAGES, INCLUDING ATTORNEYS' FEES, AND INTEREST.

The Court finds all Defendants to be jointly and severally liable in default judgment for all damages alleged, including attorneys' fees, and interest.

Plaintiffs' Amended Complaint alleges, inter alia, Defendants entered into a civil conspiracy to defraud Plaintiffs. Under Nebraska law, a civil conspiracy is "a combination of two or more persons to accomplish by concerted action an unlawful or oppressive object, or a lawful object by unlawful or oppressive means." *United Gen. Title Ins. Co. v. Malone*, 289 Neb. 1006, 1026, 858 N.W.2d 196, 215 (2015). Furthermore,

[T]he gist of an action for civil conspiracy is not the conspiracy charged, but the damages the plaintiff claims to have suffered because of the wrongful acts of the defendants. Thus, by establishing a civil conspiracy, a plaintiff extends liability for the wrongful acts underlying the conspiracy to those actors who did not actively engage in the acts, but conspired in their commission. A conspirator is liable for the injuries sustained by the

plaintiff as a result of the tortious conduct which forms the basis of the conspiracy.  
*Id.* at 1026–27, 858 N.W.2d at 215 (2015).

Based on the evidence before the Court, and under the totality of the circumstances, the Court finds sufficient evidence to find Defendants jointly and severally liable under a theory of civil conspiracy.

In addition to Defendants being jointly and severally liable in default judgment, Defendants are also jointly and severally liable for attorneys' fees and interest. The Nebraska Court Rules of Discovery in Civil Cases are substantially patterned after Federal Rules of Civil Procedure. Thus, Nebraska courts will look to the "federal rules for guidance in construing similar Nebraska rules." *Eddy v. Builders Supply Co., Inc.*, 304 Neb. 804, 818, 937 N.W.2d 198, 210 (2020). Neb. Ct. R. Disc. § 6-337 is substantially patterned after Federal Rules of Civil Procedure 37, therefore, this Court may look to Federal Rules and precedent for guidance.

In *Comiskey v. JFTJ Corp.*, 989 F.2d 1007 (8<sup>th</sup> Cir. 1993), the Court analyzed the award of attorney fees as a sanction under Federal Rules of Civil Procedure Rule 37. There, the Court found "[r]ule 37(b) authorizes sanctions for failure to comply with discovery orders. A party and its counsel 'may be held personally liable for expenses, "including attorney's fees," caused by the failure to comply with discovery orders.'" *Id.* at 1011 (citing *Roadway Express, Inc. v. Piper*, 447 U.S. 752, 763, 100 S.Ct. 2455, 2462, 65 L.Ed.2d 488 (1980)). The Court continued and declared that an award of attorney fees pursuant to Rule 37 encompasses "all expenses, whenever incurred, that would not have been sustained had the opponent conducted itself properly." *Id.* at 1012 (citations omitted).

Based on the proceeding analysis, the Court finds an award of attorneys' fees, and interest as an appropriate sanction. To date, Defendants have yet to comply with Plaintiffs' discovery

requests in any meaningful capacity, or the Court's Order to Compel Discovery. Moreover, Defendants have produced zero documents or records as requested and ordered. As mentioned below, the Court held in abeyance the Anand Defendants' Motion for Attorney Fees, and stated it would assess attorney fees if any party committed abuses of civil discovery procedures. Therefore, based on Defendants' continued recalcitrance towards discovery, the Court finds sanctions in the award of attorneys' fees and interest appropriate. Defendants shall be jointly and severally liable for attorneys' fees, interest, as well as for all other damages in default judgment.

II. THE ANAND DEFENDANTS' EXHIBIT 16, THE AFFIRMATION OF DEFENDANT ANAND KARNEY, IS ADMISSIBLE UNDER NEB. REV. STAT. § 49-1801 TO §49-1807; THE UNIFORM UNSWORN FOREIGN DECLARATIONS ACT.

The Court finds that all evidence offered at the hearing on Plaintiffs' Motion to be admissible, including the Anand Defendants' Exhibit 16. At the hearing, Plaintiffs offered into evidence Exhibits 9, 10, 12, 13, 14, 15, 17, and 18. The Anand Defendants generally objected to each exhibit on relevance, foundation, and hearsay grounds. The Court overrules the Anand Defendants' objections and finds each Exhibit to be admissible. Appropriate weight will be given to each Exhibit accordingly. The Anand Defendants offered Exhibits 11, 16, and 19. Exhibit 19 was received by the Court under seal. Plaintiffs objected to Exhibit 11 based on foundation. The Court finds Exhibit 11 to be admissible, and will give Exhibit 11 appropriate weight.

The Anand Defendants' also offered Exhibit 16 the Affirmation of Defendant Anand Karney. Whereas each party argued at length, both at the hearing and in their respective briefs, as to the admissibility of Exhibit 16, the Court makes a brief finding specific to this Exhibit. The Court finds that the affirmation of Defendant Anand Karney is admissible under the Uniform Unsworn Foreign Declarations Act (UUFDA). *See* Neb. Rev. Stat. § 49-1801 to § 49-1807. Plaintiffs argue that Exhibit 16 is not admissible because the affirmation is not notarized, and

cannot be considered an affidavit. The Anand Defendants make several arguments as to Exhibit 16's admissibility, but only one is applicable. The Anand Defendants argue Exhibit 16 is admissible under the Uniform Unsworn Foreign Declarations Act. The Court agrees.

Under UUFDA, a sworn declaration includes an affidavit. Neb. Rev. Stat. § 49-1802(6). An "[u]nsworn declaration means a declaration in a signed record that is not given under oath, but is given under penalty of perjury." Neb. Rev. Stat. § 49-1802(7). Moreover, UUFDA applies "to an unsworn declaration by a declarant who at the time of making the declaration is physically located outside the boundaries of the United States whether or not the location is subject to the jurisdiction of the United States." Neb. Rev. Stat. § 49-1803. Under UUFDA, "if a law of this state requires or permits use of a sworn declaration, an unsworn declaration meeting the requirements of the [UUFDA] has the same effect as a sworn declaration." Neb. Rev. Stat. § 49-1804(a).

However, for the unsworn declaration to have the same effect as a sworn declaration the unsworn declaration:

[M]ust be in substantially the following form:

I declare under penalty of perjury under the law of the State of Nebraska that the foregoing is true and correct, and that I am physically located outside the geographic boundaries of the United States, Puerto Rico, the United States Virgin Islands, and any territory or insular possession subject to the jurisdiction of the United States.

Executed on the ..... day of ....., at
(date) (month) (year)

.....	.....
(city or other location, and state)	(country)
.....	
(printed name)	
.....	
(signature)	

Neb. Rev. Stat. § 49-1806. Upon examination of Exhibit 16, it is clear that the affirmation of Defendant Anand Karney is in substantially the same form as described under UUFDA. The affirmation is not notarized to Plaintiffs' point, and while Plaintiffs are correct in pointing to the ability for an out of state or country individual to notarize something virtually, the lack of notarization does not automatically prove that Exhibit 16 is not admissible.

The affirmation begins with Defendant Anand Karney's acknowledgment that he is making the following statement under penalty of perjury. Under paragraph one, Defendant Anand Karney states that he is in the country of India, which is clearly outside the geographic boundaries and jurisdiction of the United States. *See* Neb. Rev. Stat. § 49-1802(1); and §49-1806. The affirmation also contains the day, month, and year, and Defendant Anand Karney's printed name and signature. Despite the affirmation not being in the exact format as described under § 49-1806, the affirmation is in substantially the same form.

Thus, because Defendant Anand Karney is out of the geographic boundaries and jurisdiction of the United States his unsworn affirmation falls under UUFDA. Because the affirmation is in substantially the same form as required under UUFDA, Defendant Anand Karney's affirmation has the same effect as a sworn declaration, i.e. an affidavit. Therefore, Exhibit 16 is admissible under UUFDA.

III. SANCTIONS, INCLUDING DEFAULT JUDGMENT, ATTORNEYS' FEES, AND INTEREST, ARE APPROPRIATE AS AGAINST DEFENDANT AMOGH KARNEY.

The Court grants Plaintiffs' Motion for Sanctions as against Defendant Amogh Karney. Sanctions in way of default judgment, attorneys' fees, and interest are appropriate because Defendant Amogh has willfully violated the Court's orders and has failed to appear at any proceeding before this Court since June 5, 2023.

Under Nebraska law, sanctions under rule 37 serve multiple purposes. “First, they punish a litigant or counsel who might be inclined to frustrate the discovery process. Second, they deter those who are tempted to break the rules. Finally, they prevent parties who have failed to meet their discovery obligations from profiting from their misconduct.” *Hill v. Tevogt*, 293 Neb. 429, 436, 879 N.W.2d 369, 374 (2016).

“[A]n appropriate sanction under § 6-337 is determined in the factual context of a particular case and is initially left to the discretion of the trial court, whose ruling on a request for sanction or a sanction imposed will be upheld in the absence of an abuse of discretion.” *Eletech, Inc.*, 308 Neb. at 746-47, 956 N.W.2d at 703. To determine if sanctions under § 6-337 are appropriate, courts may consider several factors including “prejudice or unfair surprise suffered by the party seeking sanctions, the importance of the evidence which is the root of the misconduct, whether the court considered less drastic sanctions, the sanctioned party's history of discovery abuse, and whether the sanctioned party acted willfully or in bad faith.” *Id.* at 747, 956 N.W.2d at 703. Default judgment or dismissal “may be an appropriate sanction under § 6-337 for an “inexcusably recalcitrant” party. *Id.* (quoting *Hill v. Tevogt*, 293 Neb. at 437, 879 N.W.2d at 374). When dismissing or entering default judgment, federal courts often consider whether the “sanctioned party showed bad faith, willfulness, or fault.” *Tevogt*, 293 Neb. at 437, 879 N.W.2d at 374.

Defendant Amogh Karney may be considered an inexcusably recalcitrant party, and warrant sanctions at this time. Both Plaintiffs and the Anand Defendants argue sanctions are appropriate as against Defendant Amogh Karney. Defendant Amogh Karney has failed to appear or present any argument against sanctions. Defendant Amogh Karney is aware of the present action and has previously appeared through appointed counsel. However, Defendant Amogh Karney's counsel withdrew on June 5, 2023. In the Court's June 13, 2023, Order to Compel, Defendant

Amogh Karney was given until July 6, 2023, to acquire new counsel. As of the date of this order Defendant Amogh Karney has yet to hire new counsel to the best of the Court's knowledge. Moreover, the Court's June 13, 2023, Order to Compel applied equally to all Defendants, and Defendant Amogh Karney has not complied to any degree with discovery.

Defendant Amogh Karney's failure to appear before this Court either personally or through appointed counsel, despite his knowledge of the litigation and the Court's orders, shows bad faith, willful disregard for the Court, and inexcusable recalcitrance. Thus, the Court finds sanctions in the form of default judgment, attorneys' fees, and interest as appropriate sanctions. Therefore, the Court grants Plaintiffs' Motion for Sanctions as against Defendant Amogh Karney.

IV. SANCTIONS, INCLUDING DEFAULT JUDGMENT, ATTORNEYS' FEES, AND INTEREST, ARE APPROPRIATE AS AGAINST THE ANAND DEFENDANTS.

The Court grants Plaintiffs' Motion for Sanctions as against the Anand Defendants. The Court finds the Anand Defendants have frustrated the discovery process, have failed to comply with the Court's Order to Compel in any meaningful way, were on notice of possible sanctions, and should not profit from their misconduct.

The rules as articulated above in the previous section apply as if set forth fully herein, but need not be repeated. The Court adds that "[t]he Nebraska Supreme Court has also noted that dismissal or default judgment is an appropriate sanction for failing to comply with a discovery order." *Pope-Gonzalez v. Husker Concrete, LLC*, 21 Neb. App. 575, 580, 842 N.W.2d 135, 140 (2013). Additionally, a court may award attorney's fees on a motion or sua sponte. *See* Neb. Rev. Stat. § 25-824(4). § 25-824(4) states, in pertinent part:

The court shall assess attorney's fees and costs if, upon the motion of any party or the court itself, . . . the action or any part of the action was interposed solely for delay or harassment. If the court finds that an attorney or party unnecessarily expanded the proceedings by other

improper conduct, including, but not limited to, *abuses of civil discovery procedures*, the court shall assess attorney's fees and cost.

(emphasis added).

Under Neb. Ct. R. Disc. § 6-337, a court may grant sanctions:

If a party or an officer, director, or managing agent of a party or a person designated under Rule 30(b)(6) or 31(a) to testify on behalf of a party fails to obey an order to provide or permit discovery . . . the court in which the action is pending may make such orders in regard to the failure as are just, and among others the following:

(C) An order striking out pleadings or parts thereof, or staying further proceedings until the order is obeyed, or dismissing the action or proceeding or any part thereof, or rendering a judgment by default against the disobedient party[.]

Neb. Ct. R. Disc. § 6-337(b)(2)(C). The Nebraska Supreme Court has also previously held that "a party's failure to answer properly severed interrogatories or to seasonably supplement discovery responses may be grounds for sanctions imposed under § 6-337." *Eletech, Inc.*, 308 Neb. at 746, 956 N.W.2d at 702-03.

The Anand Defendants concede that default judgment and attorneys' fees are appropriate as against Defendant Amogh Karney. However, the Anand Defendants contend that the same sanctions that should apply to Defendant Amogh Karney should not apply to them. The Anand Defendants argue that the sanctions requested by Plaintiffs are too harsh because they have complied with discovery, and because they were not previously warned that sanctions were possible. The Anand Defendants additionally argue sanctions are not appropriate because the Anand Defendants do not have any financial documents or records in their control or possession. The Court is unpersuaded by the Anand Defendants' arguments.

A. THE ANAND DEFENDANTS HAVE FRUSTRATED THE DISCOVERY PROCESS AND REPEATEDLY FAILED TO COMPLY WITH DISCOVERY REQUESTS AND ORDERS.

The Court finds that sanctions are appropriate because the Anand Defendants have frustrated the discovery process by failing to produce any meaningful documents or comply with

Plaintiffs' discovery requests. The Anand Defendants have also failed to comply with the Court's orders, including its Order to Compel.

The Court summarizes the procedural history of the case relative to the discovery process for context. Plaintiffs filed the present action on February 18, 2022. The Court issued a scheduling order filed on August 31, 2022, stating that discovery would need to be completed by February 1, 2023. Thus, as of August 31, 2022, the Anand Defendants were on notice of the need to comply with discovery requests. Moreover, notice of discovery was served on all Defendants on September 28, 2022. On November 2, 2022, the Court updated its scheduling order and ordered discovery to be completed by December 1, 2023.

Various motions were filed including the Anand Defendants' Motion to Dismiss and for Attorney's Fees filed on February 21, 2023. In the Court's March 16, 2023, order denying the Anand Defendants' Motion the Court held in abeyance the Anand Defendants' Motion for Attorney's Fees. In holding this Motion in abeyance, the Court put all parties on notice of possible future sanctions under Neb. Rev. Stat. § 25-824. Specifically, the Court highlighted possible future sanctions for abuses of civil discovery procedures.

The Anand Defendants responded to Plaintiffs discovery requests on March 24, 2023, but objected to most of the requests, and did not produce any documents. In response to the lack of compliance with discovery, Plaintiffs sent a letter to the Anand Defendants on April 19, 2023, detailing the Anand Defendants' failure to comply with discovery. Later, on April 25, 2023, in a conference call between the parties, the Anand Defendants told Plaintiffs that they would produce the requested documents to Plaintiffs within 30 days. No Documents were produced, and Plaintiff filed a Motion to Compel Discovery on May 17, 2023.

The Court held a hearing on the Motion to Compel on June 5, 2023, and granted the Motion in an Order filed on June 13, 2023. In the Court's June 13 Order, the Court highlighted that the Anand Defendants had produced zero documents as part of discovery at that time, and ordered the Anand Defendants to produce the requested documents. The Anand Defendants were ordered to produce the requested documents by July 18, 2023. The Anand Defendants produced some documents over a month later on July 18, 2023. However, the documents produced were replete with insufficiencies and were not the documents that were required to be produced per the Order to Compel. Moreover, the Anand Defendants did not supplement any of their responses, and the documents produced were unverified, and incomplete. Plaintiffs sent a deficiency letter to the Anand Defendants in response to the insufficiencies on August 2, 2023, but received no response.

Coincidentally, on August 2, 2023, Counsel for the Anand Defendants made a Motion to Withdraw from representing Shiba Prop, LLC, Narke Holdings, LLC, Sarkit, Inc., and Ark Capital Brookside, LLC. At a hearing on the Motion to Withdraw on August 14, 2023, Counsel argued he could no longer effectively communicate with his LLC clients. However, Counsel would continue to represent Anand and Sudha Karney, who were and are the owners and managing members of the LLC's during the relevant times of the present action.

At the hearing, the Court held in abeyance the Motion to Withdraw pending an evidentiary hearing to be held on November 16, 2023. The Anand Defendants were required to provide evidence, including documents at the November 16, 2023, hearing for the Court to review. However, the Anand Defendants did not supply any documents or evidence with the exception of the unsworn affirmation of Defendant Anand Karney. The Anand Defendants attempted to persuade the Court that they had complied with some discovery by stating they had produced bank statements for Defendant Sarkit, Inc. However, the bank statements the Anand Defendants refer

to they did not produce. Rather, Plaintiffs obtained the bank statements through third party subpoenas, to which the Anand Defendants had objected to.

In light of the above history, the Court finds the Anand Defendants' arguments unpersuasive. First, the court finds based on the clear procedural history articulated above that the Anand Defendants have frustrated the discovery process by repeatedly failing to comply with not only Plaintiffs' requests for discovery, but the Court's Order to Compel Discovery. In Nebraska, "civil jury cases are to be disposed of within 1 year to 18 months of filing, absent extraordinary circumstances." *Putnam v. Scherbring*, 297 Neb. 868, 877, 902 N.W.2d 140, 146 (2017); *see also* Neb. Ct. R. § 6-101. To effectuate this disposal standard, not only are judges "encouraged to implement firm, consistent procedures for minimizing continuances[,]"" "[e]ach member of the bar shall cooperate with the judiciary in meeting these standards.'" *Id. quoting* (Neb. Ct. R. § 6-101(C)).

The Anand Defendants were aware of the need to comply with discovery as early as August 31, 2022, when the Court issued its first scheduling order. Notwithstanding the Anand Defendants' knowledge of the need to comply with discovery since August 2022, the Anand Defendants have still not produced any documents or meaningfully complied with discovery. The Anand Defendants argue they turned over some financial documents, however, the financial documents the Anand Defendants refer to were obtained by Plaintiffs through third party subpoenas, and not through the Anand Defendants. Moreover, the Court highlighted in its June 16, 2023, order that as of that date the Anand Defendants had turned over zero documents. Again, at the November 16, 2023, evidentiary hearing, the Anand Defendants did not have any documents to submit to either the Court or Plaintiffs.

Therefore, the Court finds the Anand Defendants have frustrated the discovery process by failing to comply with both Plaintiffs requests, and the Court's orders. Because the Anand Defendants have repeatedly frustrated the discovery process, the Court finds sanctions to be an appropriate remedy.

B. SANCTIONS ARE APPROPRIATE BECAUSE THE ANAND DEFENDANTS WERE ON NOTICE OF POSSIBLE FUTURE SANCTIONS FOR ABUSES OF CIVIL DISCOVERY PROCEDURES.

The Anand Defendants argue that Plaintiffs' requested sanctions are too harsh as applied to them because they were not on notice of possible sanctions. However, the Court warned all parties in its March 16, 2023, order that less drastic sanctions by way of attorney's fees may be awarded for abuses of civil discovery procedures.

This order was issued in response to the Anand Defendants' Motion to Dismiss and for Attorney's Fees. Essentially, at this time, the Anand Defendants requested the Court consider less drastic sanctions in accordance with one of the factors to consider under *Eletech, Inc. See Eletech, Inc.*, 747, 956 N.W.2d at 703. While the Court denied the Anand Defendants' Motion to Dismiss, the Court held in abeyance the Motion for Attorney's Fees.

The Court specifically warned all parties "[i]f the Court finds that an attorney or party unnecessarily expand[s] the proceedings by other improper conduct, including, but not limited to, *abuses of civil discovery procedures*, the court shall assess attorney's fees and costs." Order on Defendants' Motion to Dismiss and Motion for Attorney's Fees; (emphasis in original). All parties were on notice as of March 16, 2023, that sanctions were possible for abuses of civil discovery procedures. The Anand Defendants' argument that they were not on notice of possible sanctions or that the Court has failed to consider less drastic sanctions is, thus, unpersuasive.

Under *Eletech, Inc.*, Plaintiffs have shown that the Court considered less drastic sanctions. Plaintiffs have further shown that the Anand Defendants were on notice of possible future

sanctions for abuses of civil discovery procedures. Therefore, the Court finds sanctions are appropriate against the Anand Defendants.

C. THE ANAND DEFENDANTS ARE RESPONSIBLE FOR THE POSSESSION, CUSTODY, AND CONTROL OF THEIR DOCUMENTS.

Lastly, the Anand Defendants argue sanctions are not appropriate because they have complied with the discovery process by turning over the documents they have in their possession, and to the extent the documents are insufficient, the Anand Defendants do not have any further documents or records in their control.

The Anand Defendants offered Exhibit 16, the affirmation of Defendant Anand Karney, as evidence to support their argument that the Anand Defendants do not have any documents in their control. Specifically, in paragraph seven of Exhibit 16, Defendant Anand states that he and Defendant Sudha Karney are members of the LLCs, but Defendant Amogh Karney was the manager of the LLCs. (E. 16, ¶ 7). Defendant Anand Karney further states that because Defendant Amogh Karney was the manager he is the one who kept the records for the LLC. *Id.* Based on this information, the Anand Defendants attempt to show their lack of production of evidence is not their fault because the Anand Defendants do not have the records requested. The Court is wholly unpersuaded by the Anand Defendants' argument.

Regardless of the Anand Defendants' argument, an LLC is an entity distinct from its members and managers. *See* Neb. Rev. Stat. § 21-104; *see also* Neb. Rev. Stat. 21-520. Because an LLC is distinct from its members, an LLC has "the power to do all things necessary or convenient to carry on its activities[.]" Neb. Rev. Stat. § 21-105. Furthermore, the debts, obligations, and other liabilities of an LLC belong solely to the LLC. *See* Neb. Rev. Stat. § 21-520. Thus, as a distinct entity from its members with the power and responsibility for its activities,

an LLC has a right to its records and other relevant information which are or were necessary or convenient to carry on its activities.

An LLC may not escape liability by simply shedding its responsibility onto a member. Such an attempt is antithetical to well established principals of law that protect members of an LLC from liability for the actions, obligations, or liabilities of the LLC. The Anand Defendants' argument attempts to dissolve liability of the LLCs' requirement to produce documents by stating the LLCs are not in possession or control of their business documents, rather, that an alleged manager, Defendant Amogh Karney, is in possession and control of those documents. The Court cannot accept this argument as it would create a vast abyss of legal limbo in which an LLC could avoid liability because of its member, whilst a member could simultaneously avoid liability because of piercing the corporate veil principals.

Rather, the Court finds that an LLC has a right to its documents and records which are necessary or convenient to carry on its activities. Because of this right, such documents and records are necessarily within the possession and control of the LLC. *See Rhodes v. Edwards*, 178 Neb. 757, 135 N.W.2d 453 (1965) (holding that a plaintiff's tax returns were within the possession and control of the plaintiff because he could obtain copies from the federal government by requesting them); *see also United States v. Approximately \$7,400 in U.S. Currency*, 274 F.R.D. 646, 647 (E.D. Wis. 2011) (a party is obligated to produce her account records when she has a legal right to those records even though the party does not have a copy of the record).

Thus, the Anand Defendants are responsible for the possession, custody, and control of their documents. Therefore, Plaintiffs request for sanctions in the form of default judgment, attorney fees, and interest are appropriate based on the Anand Defendants failure to comply with discovery.

## CONCLUSION

Based on the preceding analysis, Plaintiff's Motion for Sanctions pursuant to Neb. Ct. R. Disc. § 6-337 is GRANTED. Defendants are found to be jointly and severally liable.

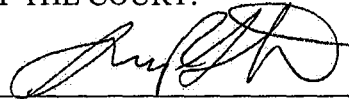
**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that Plaintiff's Motion for Sanctions pursuant to Neb. Ct. R. Disc. § 6-337 is GRANTED. The Court hereby enters an order for default judgment against Defendants for their inexcusable recalcitrance with the discovery process. Defendants are jointly and severally liable in default for the following amounts:

- a. Plaintiff Pranay Bajjuri: \$1,123,154.14;
- b. Nirmal Gorla: \$597,558.36
- c. Sathwik Madishetti: \$32,832.88
- d. Terraland Holdings, LLC: \$316,508.93;
- e. SSRRW, LLC: \$131,331.51;
- f. Attorneys' Fees: \$180,645.68;
- g. Interest at the statutory rate.

Whereas the Court enters an Order for Default Judgment all other pending motions before the Court are hereby denied.

DATED this 12<sup>th</sup> day of January, 2024.

BY THE COURT:



HON. SHELLY R. STRATMAN  
DISTRICT COURT

**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on January 12, 2024 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Benjamin L Tompkins  
ben@kennyhertzperry.com

Dan Saathoff  
danny@kennyhertzperry.com

Matthew S McKeever  
mckeever@burnettwilsonlaw.com

Tyler J Grevenoged  
Tyler@burnettwilsonlaw.com

Brian J Koenig  
brian.koenig@koleyjessen.com

Scott D Jochim  
sjochim@crokerlaw.com

Ryan M Hoffman  
rhoffman@bhjlawyers.com

Josiah J Shanks  
jshanks@crokerlaw.com

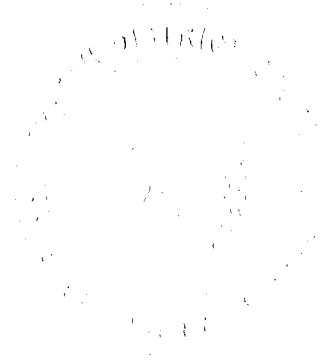
Date: January 12, 2024

BY THE COURT:

*Crystal Shocks*

CLERK



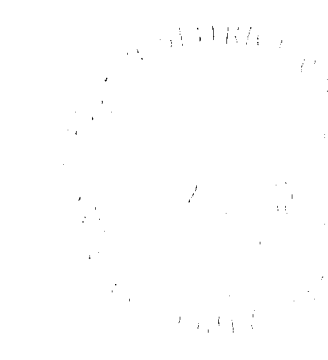


STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

I hereby certify that the above and foregoing is a true and correct copy as the same appears fully upon the records and files of this Court now in my charge.

Victor D. Rocha Deputy  
Clerk of the District Court of Douglas County, Nebraska.

By *Victor Rocha* Deputy  
Date: 3/15/2024



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

I Tressa M. Alioth Judge

do hereby certify that Victor D. Rocha who signed the above certificate as Deputy Clerk of the District Court, was, at the time of signing the same and is now Deputy Clerk of the District Court, in and for Douglas County in the Fourth Judicial District of said State, duly appointed, qualified and acting, and that CRYSTAL RHOADES is the duly elected, commissioned and qualified Clerk of said Court; that the said Clerk has by law the custody of the records and the seal of said Court.

I do further certify that said attestation is in due form and by the proper officer according to the laws of the State of Nebraska, and that the above signature of said Deputy Clerk is genuine.

By *Tressa Alioth* Judge  
Date: 3/15/2024



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

I, Victor D. Rocha, Deputy Clerk of the District Court in and for Douglas County, in the Fourth Judicial District of the State of Nebraska, said Court being a Court of Record and of general and competent jurisdiction, do hereby certify that the Honorable Tressa M. Alioth, whose name is subscribed to the annexed and foregoing certificate, was, at the time of signing thereof, and now is one of the Judges of said District Court, duly elected, commissioned and qualified, and that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at my office, in the City of Omaha, in said Douglas County, State of Nebraska.

Deputy Clerk of the District Court of Douglas County, Nebraska.  
By *Victor Rocha* Deputy  
Date: 3/15/2024

# EXHIBIT C



mokaerney 2h

Kid Cudi · Maui Wowie >

Follow



**Watch this go from \$13.5M to \$22.5M in 18 months.**

**+\$9M and we only put in \$3M...**

@bpfilmedit filmed the first day at the property after keys were handed over; everyone sees the 7-figure exits, now y'all can see the planning & work that goes into repositioning something like this.



**I Spent \$13.5 MILLION on apartments in Texas!**

youtu.be

Also fck @eliasmohh for leaving me on Delivered like I'm one of his concubines ->

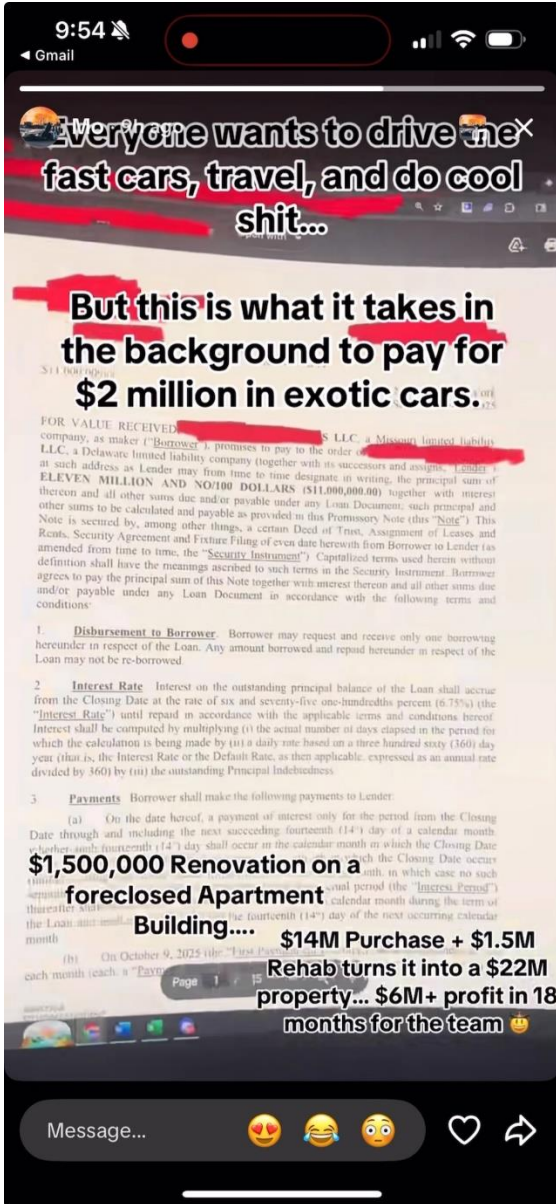
Delivered

**Gotta work with the team to:**

**1) Renovate & Lease-Up 50+ Vacant Units**

**2) Tear down 30+ Units down to the studs to get rid of asbestos and put them back together**

**3) Manage the bridge debt to ensure a smooth transition to a FAT exit with Fannie Mae or Housing & Urban Development refinance to cash out so we can have this property pay us for the next decade**



Everyone wants to drive the fast cars, travel, and do cool shit...

**But this is what it takes in the background to pay for \$2 million in exotic cars.**

FOR VALUE RECEIVED, [REDACTED] LLC, a Missouri limited liability company, as maker ("Borrower"), promises to pay to the order of [REDACTED] LLC, a Delaware limited liability company (together with its successors and assigns, "Lender") at such address as Lender may from time to time designate in writing, the principal sum of ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000.00) together with interest thereon and all other sums due and/or payable under any Loan Document, such principal and Note is secured by, among other things, a certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date herewith from Borrower to Lender (as amended from time to time, the "Security Instrument"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Instrument. Borrower agrees to pay the principal sum of this Note together with interest thereon and all other sums due and/or payable under any Loan Document in accordance with the following terms and conditions:

1. **Disbursement to Borrower** Borrower may request and receive only one borrowing hereunder in respect of the Loan. Any amount borrowed and repaid hereunder in respect of the Loan may not be re-borrowed.

2. **Interest Rate** Interest on the outstanding principal balance of the Loan shall accrue from the Closing Date at the rate of six and seventy-five one-hundredths percent (6.75%) (the "Interest Rate") until repaid in accordance with the applicable terms and conditions hereof. Interest shall be computed by multiplying (i) the actual number of days elapsed in the period for which the calculation is being made by (ii) a daily rate based on a three hundred sixty (360) day year (that is, the Interest Rate or the Default Rate, as then applicable, expressed as an annual rate divided by 360) by (iii) the outstanding Principal Indebtedness.

3. **Payments** Borrower shall make the following payments to Lender:

(a) On the date hereof, a payment of interest only for the period from the Closing Date through and including the next succeeding fourteenth (14<sup>th</sup>) day of a calendar month thereafter such fourteenth (14<sup>th</sup>) day shall occur in the calendar month in which the Closing Date occurs, in which case no such payment shall be due until the first day of the next calendar month during the term of the Loan and shall be due on the fourteenth (14<sup>th</sup>) day of the next occurring calendar month.

**\$1,500,000 Renovation on a foreclosed Apartment Building.... \$14M Purchase + \$1.5M Rehab turns it into a \$22M property... \$6M+ profit in 18 months for the team**



You read that right.  
Welcome to my new house.



Uh we bought this property. This is uh  
236 units. 13.5 million guys. And



# EXHIBIT D

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709



**Certificate of Formation  
Limited Liability Company**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 806293032 11/06/2025  
Document #: 1532621660002  
Image Generated Electronically  
for Web Filing

Filing Fee: \$300

**Article 1 - Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

**BIRCHWOOD HOLDINGS 6402 LLC**

**Article 2 – Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be company named above) by the name of:

**REPUBLIC REGISTERED AGENT LLC**

**OR**

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

**Street Address:**

**17350 STATE HWY 249  
STE 220 HOUSTON TX 77064**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

**OR**

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Governing Authority**

A. The limited liability company is to be managed by managers.

**OR**

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: (Business Name) **CXD BIRCHWOOD LLC**

Address: **17350 STATE HIGHWAY 249 STE 220 HOUSTON TX, USA 77064**

Managing Member 2: (Business Name) **BIRCHWOOD SPE LLC**

Address: **17350 STATE HIGHWAY 249 STE 220 HOUSTON TX, USA 77064**

Managing Member 3: (Business Name) **GG BIRCHWOOD LLC**

Address: **17350 STATE HIGHWAY 249 STE 220 HOUSTON TX, USA 77064**

Managing Member 4: (Business Name) **I.A.M.H BIRCHWOOD LLC**

Address: **17350 STATE HIGHWAY 249 STE 220 HOUSTON TX, USA 77064**

**Article 4 - Purpose**

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Initial Mailing Address**

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**17350 STATE HWY 249 #220  
HOUSTON, TX 77064  
USA**

**Organizer**

The name and address of the organizer are set forth below.

**LOVETTE DOBSON      17350 STATE HWY 249 #220 HOUSTON TX 77064**

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**LOVETTE DOBSON**

Signature of Organizer

**FILING OFFICE COPY**

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709



**Certificate of Formation  
Limited Liability Company**

**Filed in the Office of the  
Secretary of State of Texas  
Filing #: 806247094 10/06/2025  
Document #: 1524141140002  
Image Generated Electronically  
for Web Filing**

Filing Fee: \$300

**Article 1 - Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

**CXD BIRCHWOOD LLC**

**Article 2 – Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be company named above) by the name of:

**OR**

B. The initial registered agent is an individual resident of the state whose name is set forth below:

**Name:**

**DAVID ROBERTS**

C. The business address of the registered agent and the registered office address is:

**Street Address:**

**5900 BALCONES DRIVE AUSTIN TX 78731**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

**OR**

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Governing Authority**

A. The limited liability company is to be managed by managers.

**OR**

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **CHRISTOPHER DOU**

Title: **Managing Member**

Address: **381 MASON AVE STATEN ISLAND NY, USA 10305**

**Article 4 - Purpose**

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Initial Mailing Address**

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**17350 STATE HWY 249 #220  
HOUSTON, TX 77064  
USA**

**Organizer**

The name and address of the organizer are set forth below.

**LOVETTE DOBSON      17350 STATE HWY 249 #220 HOUSTON TX 77064**

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**LOVETTE DOBSON**

Signature of Organizer

**FILING OFFICE COPY**

**Form 304**

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

Filing Fee: \$750



**Application for  
Registration of  
a Foreign Limited Liability  
Company**

**Filed in the Office of the  
Secretary of State of Texas  
Filing #: 806283346 10/30/2025  
Document #: 1530875620002  
Image Generated Electronically  
for Web Filing**

1. The entity is a foreign limited liability company. The name of the entity is :

**BIRCHWOOD SPE LLC**

2A. The name of the entity in its jurisdiction of formation does not contain the word "limited liability company" or "limited company" (or an abbreviation thereof). The name of the entity with the word or abbreviation which it elects to add for use in Texas is:

2B. The entity name is not available in Texas. The assumed name under which the entity will qualify and transact business in Texas is:

3. Its federal employer identification number is:

Federal employer identification number information is not available at this time.

4. It is organized under the laws of: **DELAWARE, USA**  
and the date of its formation in that jurisdiction is: **10/27/2025**

5. As of the date of filing, the undersigned certifies that the foreign limited liability company currently exists as a valid limited liability company under the laws of the jurisdiction of its formation.

6. The purpose or purposes of the limited liability company that it proposes to pursue in the transaction of business in Texas are set forth below. The entity also certifies that it is authorized to pursue such stated purpose or purposes in the state or country under which it is organized.

**Manage rental real estate (apartments)**

7. The date on which the foreign entity intends to transact business in Texas, or the date on which the foreign entity first transacted business in Texas is: **10/30/2025**

8. The principal office address of the limited liability company is:

**17350 State Hwy 249, Ste 220 #32181, Houston, TX, USA 77064**

9A. The initial registered agent is an organization by the name of:

**REPUBLIC REGISTERED AGENT LLC**

9B. The initial registered agent is an individual resident of the state whose name is:

9C. The business address of the registered agent and the registered office address is:

**Consent of Registered Agent**

A. A copy of the consent of Registered Agent is attached.

**OR**

B. The consent of the registered agent is maintained by the entity.

10. The entity hereby appoints the Secretary of State of Texas as its agent for service of process under the circumstances set forth in section 5.251 of the Texas Business Organizations Code.

11. The name and address of each governing person is:

NAME OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.):
IF INDIVIDUAL
<b>Christopher Dou</b>
OR
IF ORGANIZATION
ADDRESS OF GOVERNING PERSON :
<b>254 Chapman Rd, Ste 208 #25431 Newark DE, USA 19702</b>

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: **October 30, 2025**

**Christopher Dou**

Signature and title of authorized person on behalf of the foreign entity

**Form 304**

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

Filing Fee: \$750



**Application for  
Registration of  
a Foreign Limited Liability  
Company**

**Filed in the Office of the  
Secretary of State of Texas  
Filing #: 806283305 10/30/2025  
Document #: 1530864840002  
Image Generated Electronically  
for Web Filing**

1. The entity is a foreign limited liability company. The name of the entity is :

**GG BIRCHWOOD LLC**

2A. The name of the entity in its jurisdiction of formation does not contain the word "limited liability company" or "limited company" (or an abbreviation thereof). The name of the entity with the word or abbreviation which it elects to add for use in Texas is:

2B. The entity name is not available in Texas. The assumed name under which the entity will qualify and transact business in Texas is:

3. Its federal employer identification number is:

Federal employer identification number information is not available at this time.

4. It is organized under the laws of: **MISSOURI, USA**  
and the date of its formation in that jurisdiction is: **10/16/2025**

5. As of the date of filing, the undersigned certifies that the foreign limited liability company currently exists as a valid limited liability company under the laws of the jurisdiction of its formation.

6. The purpose or purposes of the limited liability company that it proposes to pursue in the transaction of business in Texas are set forth below. The entity also certifies that it is authorized to pursue such stated purpose or purposes in the state or country under which it is organized.

**Manage rental real estate (apartments)**

7. The date on which the foreign entity intends to transact business in Texas, or the date on which the foreign entity first transacted business in Texas is: **10/30/2025**

8. The principal office address of the limited liability company is:  
**17350 State Hwy 249, Ste 220 #32179, Houston, TX, USA 77064**

9A. The initial registered agent is an organization by the name of:

**REPUBLIC REGISTERED AGENT LLC**

9B. The initial registered agent is an individual resident of the state whose name is:

9C. The business address of the registered agent and the registered office address is:

**Consent of Registered Agent**

A. A copy of the consent of Registered Agent is attached.

**OR**

B. The consent of the registered agent is maintained by the entity.

10. The entity hereby appoints the Secretary of State of Texas as its agent for service of process under the circumstances set forth in section 5.251 of the Texas Business Organizations Code.

11. The name and address of each governing person is:

NAME OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.):
IF INDIVIDUAL
<b>Syed Asif</b>
OR
IF ORGANIZATION
ADDRESS OF GOVERNING PERSON :
<b>15740 E Us Hwy 40 Ste C Kansas City MO, USA 64136</b>

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: **October 30, 2025**

**Syed Asif**

Signature and title of authorized person on behalf of the foreign entity

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709



**Certificate of Formation  
Limited Liability Company**

**Filed in the Office of the  
Secretary of State of Texas  
Filing #: 806287425 11/03/2025  
Document #: 1531557140002  
Image Generated Electronically  
for Web Filing**

Filing Fee: \$300

**Article 1 - Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

**I.A.M.H BIRCHWOOD LLC**

**Article 2 – Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be company named above) by the name of:

**REPUBLIC REGISTERED AGENT LLC**

**OR**

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

**Street Address:**

**17350 STATE HWY 249  
STE 220 HOUSTON TX 77064**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

**OR**

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Governing Authority**

A. The limited liability company is to be managed by managers.

**OR**

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **RAKAN SALEH**

Title: **Managing Member**

Address: **17350 STATE HWY 249, STE 220 #32234 HOUSTON TX, USA 77064**

**Article 4 - Purpose**

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Initial Mailing Address**

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**17350 STATE HWY 249 #220  
HOUSTON, TX 77064  
USA**

**Organizer**

The name and address of the organizer are set forth below.

**LOVETTE DOBSON            17350 STATE HWY 249 #220 HOUSTON TX 77064**

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**LOVETTE DOBSON**

Signature of Organizer

**FILING OFFICE COPY**

# EXHIBIT E



**State of Missouri**  
**Denny Hoskins, Secretary of State**  
 Corporations Division  
 PO Box 778 / 600 W. Main St., Rm. 322  
 Jefferson City, MO 65102

**LC014643532**  
**Date Filed: 6/26/2025**  
**Denny Hoskins**  
**Missouri Secretary of State**

## Articles of Organization

*(Submit with filing fee of \$105.00)*

1. The name of the limited liability company is

BLACK BULL LLC

*(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "L.L.C.," or "LLC")*

2. The purpose(s) for which the limited liability company is organized:

To purchase, hold, renovate, and manage real estate assets

3. The name and address of the limited liability company's registered agent in Missouri is:

Syed Asif

15740 E Hwy 40 Suite C

Kansas City, MO 64136

*Name*

*Street Address: May not use PO Box unless street address also provided*

*City/State/Zip*

4. The management of the limited liability company is vested in:     managers     members    *(check one)*

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: Perpetual

*(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)*

6. The name(s) and street address(es) of each organizer *(PO box may only be used in addition to a physical street address):*

*(Organizer(s) are not required to be member(s), manager(s) or owner(s))*

**Name**

**Address**

**City/State/Zip**

Asif, Syed

10711 E Thompson Rd

Lees Summit MO 64086-9186

7.  Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

New Series:

The limited liability company gives notice that the series has limited liability.

New Series:

The limited liability company gives notice that the series has limited liability.

New Series:

The limited liability company gives notice that the series has limited liability.

*(Each separate series must also file an Attachment Form LLC 1A.)*

Name and address to return filed document:

Name: Amogh Karney

Address: Email: mo.karney@gmail.com

City, State, and Zip Code: \_\_\_\_\_

8. Principal Office Address (OPTIONAL) of the limited liability company (PO Box may only be used in addition to a physical street address):

10711 E Thompson Rd

Lees Summit, MO 64086-9186

*Address (PO Box may only be used in conjunction with a physical street address)*

*City/State/Zip*

9. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated: \_\_\_\_\_

*(Date may not be more than 90 days after the filing date in this office)*

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

**All organizers must sign:**

Syed Asif

SYED ASIF

06/26/2025

*Organizer Signature*

*Printed Name*

*Date of Signature*

# STATE OF MISSOURI



**Denny Hoskins**  
**Secretary of State**

## CERTIFICATE OF ORGANIZATION

WHEREAS,

*BLACK BULL LLC*  
*LC014643532*

filed its Articles of Organization with this office on the 26th day of June, 2025, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, Denny Hoskins, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 26th day of June, 2025, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, this 26th day of June, 2025.

*Denny Hoskins*  
Secretary of State



# EXHIBIT F



**STATE OF MONTANA**  
 SECRETARY OF STATE  
 ARTICLES OF ORGANIZATION FOR DOMESTIC LIMITED  
 LIABILITY COMPANY

STATE OF MONTANA  
**-FILED-**  
 SECRETARY OF STATE  
 File Number: 16688720  
 Date Filed: 5/2/2025 11:02:33 AM

B1450-6664 05/02/2025 11:02 AM Received by MT Secretary of State Christi Jacobsen

Filing Fees & Processing Options		
Fees and Processing Options	1 Hour Processing - \$135.00 - Processed within 1 business hour	
Filing Effective Date		
The entity will be effective:	when filed with the Secretary of State	
Limited Liability Company Type		
Type of Limited Liability Company	Limited Liability Company (LLC)	
Limited Liability Company Name		
Entity Name	NARKE Collection, LLC	
Term		
Term Expiration	Perpetual / Ongoing	
Business Purpose		
Purpose		
Business Mailing Address of Principal Office		
Address	55 W 14TH ST STE 101 HELENA, MT 59601-3387	
Business Physical Address of Principal Office		
<input type="checkbox"/> Add Physical Address		
Registered Agent In Montana		
Registered Agent	BUSINESS TECH CORPORATE SERVICES, L.L.C. Commercial Registered Agent Agent Number C118874 Email Address jennifer@montanacorporate.com Website montanacorporate.com Physical Address 55 W 14TH ST STE 101 Helena, MT 59601-3387 Mailing Address 55 W 14TH ST STE 101 Helena, MT 59601-3387	
<input checked="" type="checkbox"/> The appointment of the registered agent listed above is an affirmation by the represented entity that the agent has consented to serve as a registered agent.		
LLC Management		
LLC Managed By	Members	
Are Members Liable?	No	
Members		
Name Of Individual Or Business Entity	Business Mailing Address	Email Address

Syed Asif	55 W 14TH ST STE 101 HELENA, MT 59601-3387	
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Declarations

I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I key it into the system.

I have been authorized by the business entity to file this document online.

I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.

Signature

<i>Self</i>	<i>Brad Schmidt</i>	<i>05/02/2025</i>
Signer's Capacity	Sign Here	Date
Position	Organizer	

Daytime Contact	
Phone Number	(406) 204-2167
Email	brad@montanacorporate.com

### Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Leah Touns on behalf of Nicholas Nelson

Bar No. 24074804

ltouns@nadlernelson.com

Envelope ID: 109939250

Filing Code Description: APLD - Amended Pleading

Filing Description: Plaintiff's First Amended Petition and Request for Declaratory and Injunctive Relief

Status as of 1/12/2026 2:24 PM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Noah Nadler		nnadler@nadlernelson.com	1/12/2026 1:59:14 PM	SENT
Ryan Carter		rcarter@nadlernelson.com	1/12/2026 1:59:14 PM	SENT
Nick Nelson		nnelson@nadlernelson.com	1/12/2026 1:59:14 PM	SENT
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