

**Attention. Teletha Zuppan!!!**

**Pay Your Trash Bills On Time & Avoid Liens!**

Records found: 32

Party Type	First Party Name	First Cross Party Name	Instrument #	Document Type	Recorded Date
From	ZUPAN, TELETHA	REPUBLIC SERVICES	2006010000260	LIEN	1/25/2007 10:58:00 AM
From	ZUPAN, TELETHA	REPUBLIC SERVICES	200701290005045	LIEN	12/29/2007 4:16:08 PM
From	ZUPAN, TELETHA	REPUBLIC SERVICES	200706180009273	LIEN	6/18/2007 4:02:57 PM
From	ZUPAN, TELETHA	REPUBLIC SERVICES	200709170002236	LIEN	9/17/2007 1:32:27 PM
From	ZUPAN, TELETHA	REPUBLIC SERVICES	200802220001837	LIEN	2/22/2008 10:14:51 AM
From	ZUPAN, TELETHA	REPUBLIC SERVICES	200804290003068	LIEN	4/29/2008 7:46:38 AM
From	ZUPAN, TELETHA	REPUBLIC SERVICES	2008093000061200	LIEN	9/30/2008 10:57:59 AM
From	ZUPAN, TELETHA	REPUBLIC SERVICES	2008102700060908	LIEN	10/27/2008 3:59:51 AM
From	ZUPAN, TELETHA	REPUBLIC SERVICES	200812290000343	LIEN	12/29/2008 9:17:25 AM
From	ZUPAN, TELETHA	REPUBLIC SERVICES	200904100003788	LIEN	4/10/2009 3:44:24 PM
From	ZUPAN, TELETHA	REPUBLIC SERVICES	200905190000426	LIEN	5/19/2009 8:56:00 AM
From	ZUPAN, TELETHA	CORNADO RANCH LANDSCAPE MAINTENANCE CORPORATION	200906080002474	LIEN	6/8/2009 10:29:15 AM
From	ZUPAN, TELETHA	REPUBLIC SERVICES	200908270000582	LIEN	8/27/2009 9:26:19 AM
From	ZUPAN, TELETHA	REPUBLIC SERVICES	200911230000033	LIEN	11/23/2009 8:05:39 AM
From	ZUPAN, TELETHA	REPUBLIC SERVICES	201003300004940	LIEN	3/30/2010 4:28:45 PM
From	ZUPAN, TELETHA	REPUBLIC SILVER STATE DISPOSAL INC	201006100000523	LIEN	6/10/2010 4:44:06 PM
From	ZUPAN, TELETHA	REPUBLIC SERVICES	201006020000507	LIEN	6/2/2010 8:26:13 AM
From	ZUPAN, TELETHA	REPUBLIC SERVICES	201009030000113	LIEN	9/3/2010 7:01:25 AM

**Numerous records from the State of Nevada going back more than 10 years show a consistent pattern of neglect & disregard when it comes to making payments on time.**

Electronically Filed  
Aug 02 2021 05:53 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

How can Teletha Zuppan (Nevada State Bar No. 12660), who is an officer of the court, appear before a judge to represent a citizen who has been named as a defendant in relation to some sort of criminal or civil misdeed all the while showing a blatant disregard for managing her own responsibilities? Let me ask you directly: Would you want someone like this going before and judge and/or jury to represent you in a court of law?

Some of these liens go back more than a decade. The records show that she finally made some progress earlier this year by paying off some of those delinquent bills. The graphic below shows examples of five references that document the release of liens from the timeframe of 2009-2017.

**RELEASE OF LIEN  
FOR SOLID WASTE SERVICE**

PARCEL#: 176-11-410-005

KNOW ALL MEN BY THESE PRESENTS:  
That certain Claim of Lien heretofore filed by  
REPUBLIC SILVER STATE DISPOSAL, INC.,  
DBA REPUBLIC SERVICES, doing  
business in the County of Clark, State of Nevada  
and recorded in the Office of the County Recorder  
of Clark County, Nevada on January 5, 2006 in Official  
Records Book No. 20060105, as Document No. 02600  
more particularly described as follows:

ZUPAN, TELETIA

ADDRESS REDACTED

Inst #: 20170120-0003132  
Fees: \$17.00  
N/C Fee: \$0.00  
01/20/2017 01:38:54 PM  
Receipt #: 2987513  
Requestor:  
REPUBLIC SERVICES  
Recorded By: WIHD Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**RELEASE OF LIEN  
FOR SOLID WASTE SERVICE**

PARCEL#: 176-11-410-005

KNOW ALL MEN BY THESE PRESENTS:  
That certain Claim of Lien heretofore filed by  
REPUBLIC SILVER STATE DISPOSAL, INC.,  
DBA REPUBLIC SERVICES, doing  
business in the County of Clark, State of Nevada  
and recorded in the Office of the County Recorder  
of Clark County, Nevada on January 29, 2007 in Official  
Records Book No. 20070129, as Document No. 05045  
more particularly described as follows:

ZUPAN, TELETIA

ADDRESS REDACTED

Inst #: 20170120-0003133  
Fees: \$17.00  
N/C Fee: \$0.00  
01/20/2017 01:38:54 PM  
Receipt #: 2987513  
Requestor:  
REPUBLIC SERVICES  
Recorded By: WIHD Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**RELEASE OF LIEN  
FOR SOLID WASTE SERVICE**

PARCEL#: 176-11-410-005

KNOW ALL MEN BY THESE PRESENTS:  
That certain Claim of Lien heretofore filed by  
REPUBLIC SILVER STATE DISPOSAL, INC.,  
DBA REPUBLIC SERVICES, doing  
business in the County of Clark, State of Nevada  
and recorded in the Office of the County Recorder  
of Clark County, Nevada on November 23, 2009 in Official  
Records Book No. 20091123, as Document No. 00033  
more particularly described as follows:

ZUPAN, TELETIA

ADDRESS REDACTED

Inst #: 20170120-0003139  
Fees: \$17.00  
N/C Fee: \$0.00  
01/20/2017 01:38:54 PM  
Receipt #: 2987513  
Requestor:  
REPUBLIC SERVICES  
Recorded By: WIHD Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

Inst #: 20170120-0003139  
Fees: \$17.00  
N/C Fee: \$0.00

**RELEASE OF LIEN  
FOR SOLID WASTE SERVICE**

PARCEL#: 176-11-410-005

KNOW ALL MEN BY THESE PRESENTS:  
That certain Claim of Lien heretofore filed by  
REPUBLIC SILVER STATE DISPOSAL, INC.,  
DBA REPUBLIC SERVICES, doing  
business in the County of Clark, State of Nevada  
and recorded in the Office of the County Recorder  
of Clark County, Nevada on November 23, 2009 in Official  
Records Book No. 20091123, as Document No. 00033  
more particularly described as follows:

ZUPAN, TELETIA

ADDRESS REDACTED

01/20/2017 01:38:54 PM

Receipt #: 2987513

Requestor:

REPUBLIC SERVICES

Recorded By: WIHD Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

**RELEASE OF LIEN  
FOR SOLID WASTE SERVICE**

PARCEL#: 176-11-410-005

KNOW ALL MEN BY THESE PRESENTS:  
That certain Claim of Lien heretofore filed by  
REPUBLIC SILVER STATE DISPOSAL, INC.,  
DBA REPUBLIC SERVICES, doing  
business in the County of Clark, State of Nevada  
and recorded in the Office of the County Recorder  
of Clark County, Nevada on August 2, 2010 in Official  
Records Book No. 20100802, as Document No. 00507  
more particularly described as follows:

ZUPAN, TELETIA

ADDRESS REDACTED

ADDRESS REDACTED

Inst #: 20170120-0003140

Fees: \$17.00

N/C Fee: \$0.00

01/20/2017 01:38:54 PM

Receipt #: 2987513

Requestor:

REPUBLIC SERVICES

Recorded By: WIHD Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

is hereby release, the claim there under having been satisfied.

REPUBLIC SILVER STATE DISPOSAL, INC.

BY:

*Paige*  
Carolyn Paige  
Representative of the Lien Claimant  
Republic Silver State Disposal, Inc.,  
DBA Republic Services

Is Zupan or Marks paying any attention to detail?

I guess that's something we might expect from "Super Lawyer" Daniel Marks or someone like his associate who went to a law school ranked 202 out of 208 in the country, as I mentioned above. Teletia Zupan attended Western Michigan University's Thomas M. Cooley Law School, which was ranked near the bottom of all law schools as shown here: Compare Law Schools (<http://law-schools.startclass.com>). I mean, at one end of the scale, you've got Yale, Harvard, Stanford and

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the University of Chicago; and at the other end, you've got law schools like Cooley, Charlotte, Whittier and Thomas Jefferson (don't let that last name fool you, it's in San Diego, not Virginia).

The above is my opinion, based on information I have personally uncovered. More to come on both Zupan and Marks as we wind our way through the legal system. Stay tuned.

Posted in **Uncategorized**

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## **“Door” Lawyer, Daniel Marks Bar No. 002003, Should Check the Credibility of His Own Clients, Especially Shafik Hirji! (In My Opinion)**

Posted on November 29, 2017

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**EIGHTH CAUSE OF ACTION**  
**(False Light)**

138. The counter-claimants restate the allegations of Paragraphs 1 through 138 as set forth above and incorporates them herein by reference.

139. Barket published false and/or misleading information about Hirji and Brown.

140. The information portrayed Hirji and Brown in a false and/or misleading light.

141. Barket used the information to mislead Counter-Claimants' landlords, employee, customers, neighboring business owners, friends, and neighbors and/or to imply or suggest Hirji and/or Brown are untrustworthy scam artists and criminals, which is not true.

**— (LMAO, Daniel Marks!)**

142. The information Barket published about Hirji and Brown is highly offensive and/or embarrassing to a reasonable person with ordinary sensibilities.

143. Barket published the statements in post card mailers and various websites with reckless disregard as to its offensiveness.

144. The statements Barket published have caused actual harm to the Counter-Claimants by way of their relationships with their landlords, business owners, friends, and neighbors.

145. As a direct result of the statements published by Barket, Counter-Claimants have suffered actual harm in the form of lost business, lost income, and lost reputation.

146. It has been determined that the statements published by Barket are false and/or misleading, and therefore, Counter-Claimants are entitled to reasonable attorney's fees and costs, prejudgment interest, and such other and further relief as the court deems proper in this action.

**Daniel Marks, ESQ – Nevada State Bar No. 002003 – filed an answer and counter-claim (excerpt below) to my lawsuit on Shafik Hirji and Shafik Brown's behalf.**  
**LMAO!**

After I picked myself up after rolling on the floor laughing (ROTFL) so hard, I realized how desperate Daniel Marks, the "DOOR" lawyer, is for clients. By the way, a "DOOR" lawyer, in my opinion, is a lawyer who takes anybody who walks through the door as a client. Obviously, Daniel Marks must have slept through the chapter in law school about false light. Shafik Hirji has had more proceedings in Clark County District Court that include but aren't limited to pages of evictions, judgments, and let's not forget the federal conviction for bankruptcy fraud.

Daniel Marks, Nevada state bar number 002003, master of the obvious, please pay attention (a mental midget in my opinion): As to your clients, Shafik Hirji and Shafik Brown, and the concept of false light (by the way, Daniel, I'm just a high school graduate), let me list just a few of the highlights of his criminal and civil background:

- A) Judgment 11-02-17: \$1,213,088.50 (Hirji, Brown & Brown)
- B) Judgment 11-02-17: \$3,582,105.99 (Hirji, Brown & Brown)
- C) Judgment 08-01-17: State of Nevada Office of the Attorney General, over \$300,000 and permanent injunction issued (Hirji, Pham)
- D) Federal conviction, bankruptcy fraud (Shafik Hirji, Case No. 200-cr-00896-MMM-1)
- E) Champagne Salon & Spa saga: Let's not forget about the closings of the two spas on Eastern Ave. (Daughter, Yasmin Brown) Link to TV report on closings – Action News Channel 13
- F) Hatari Restaurant & Sports Bar: CLOSED, Landlord stiffed (Son, Shafik Brown)
- G) Olivia's Mexican Restaurant: CLOSED, Landlord stiffed (Son, Shafik Brown)

Does the above list constitute something that an honest, trustworthy person and family would do? According to Daniel Marks Bar No. 002003 all of the above are OK. Right? I'm really confused now.

This list could go on for a while; these are just highlights. So I'm asking myself, is Daniel Marks so desperate for clients, so desperate for fees that he turns a blind eye to federal convictions, a string of judgments (and my favorite judgment from the Office of the Attorney General of the State of Nevada of over \$300,000, which also includes a permanent injunction issued by the State of Nevada Attorney General's office, which bars Hirji from being in the automotive repair business)?

More questions than answers. I guess we'll have to see what tomorrow brings.

Posted in **Uncategorized**

# Shafik Hirji and Ricardo & Gloria Bonvicin Have Bankruptcies in Common!!

Posted on August 21, 2017

Case 10-18244-lbr Doc 1 Entered 05/05/10 14:34:26 Page 11 of 42

U6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court  
District of Nevada

In re **Ricardo Alfredo Bonvicin,  
Gloria Maria Bonvicin** Case No. \_\_\_\_\_

Debtors 7

**Ricardo Bonvicin's \$633,000 Bankruptcy**

Indicate whether the debtor has any assets or liabilities from Schedules A, B, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UU, UV, UW, UX, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	255,000.00		
B - Personal Property	Yes	4	57,085.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	2		525,787.15	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	2		108,169.17	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			3,736.07
J - Current Expenditures of Individual Debtor(s)	Yes	1			5,438.25
Total Number of Sheets of ALL Schedules		15			
Total Assets			332,085.00		
Total Liabilities				633,956.32	

BANKRUPTCY IN 2010; BONVICIN RECIEVES OVER \$525,000 IN 2011

<u>Bonvicin, Ricardo A</u>	<u>Corrections Lieutenant</u> <u>North Las Vegas, 2011</u>	\$415,412.70	\$1,626.00	\$18,618.99	\$89,566.21	\$525,223.90
<u>Bonvicin, Gloria</u>	<u>Court Clerk II</u> <u>North Las Vegas, 2011</u>	\$49,863.55	\$70.10	\$3,210.31	\$25,595.07	\$78,739.04

Another call on the Shafik Hirji Snitch Line has me LMAO!

I have been told that Shafik Hirji has allegedly formed some alliance with Ricardo Bonvicin to try to discredit me. Good luck, boys! I can only hope this is true, and cannot wait for the discovery process to begin and to be able to depose good ol' Rick Bonvicin and wife, Gloria.

Adam Levine was successful in getting Bonvicin's job reinstated, along with back pay. I am currently seeking legal advice as to Bonvicin's discharged bankruptcy and the alleged \$500,000-plus he received along with back pay and benefits, according to **Transparent Nevada**. Who knows where this will go? All that I can say is that I look forward to deposing Shafik and Bonvicin.

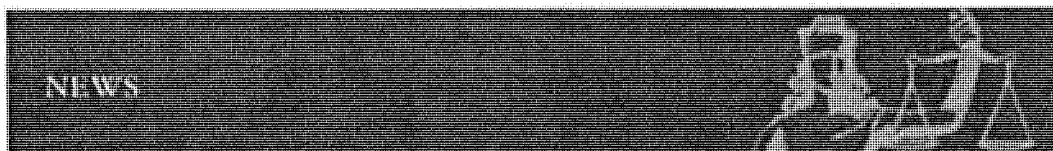
Posted in **Uncategorized**

## Looking Forward to Deposing Ricardo Bonvicin & Closely Looking at His Tax Returns

Posted on **August 21, 2017**

This case against Ricardo Bonvicin (see below) was dismissed. However, Bonvicin still received profits in both 2005 and 2006 (see yellow highlight box below). As to the integrity and honesty of Mr. Bonvicin, I have been told by a confidential source on the Shafik Hirji Snitch Line, that allegedly Bonvicin has formed an alliance with Hirji. I am waiting with anticipation for the ability to depose Bonvicin. I am truly interested to find out if he declared the money he received from the FBI in the sting operation, which he kept. I look forward to the ability to subpoena his income tax return to see if he paid tax on money he received in 2005 (about \$1,800), and in 2006 (about \$2,500). Only time, subpoenas and depositions will tell the tale.





## Former North Las Vegas Detention Center Officer Charged with Money Laundering and Making False Statements to the FBI

FOR IMMEDIATE RELEASE

June 22, 2007

**Las Vegas, Nev.** – Ricardo Bonvicin, age 40, of Las Vegas, a former lieutenant with the North Las Vegas Detention Center and Chief Marshal of the North Las Vegas Municipal Court, has been indicted by the Federal Grand Jury on charges that he laundered approximately \$40,000 in cash which he believed had been obtained illegally through cheating at video poker, and for making false statements to the FBI during their investigation of the case, announced Steven W. Myhre, Acting United States Attorney for the District of Nevada.

Mr. Bonvicin was indicted by the Federal Grand Jury on Wednesday, June 20, 2007, and charged with six counts of Laundering of Monetary Instruments and one count of False Statements. He was arrested in Las Vegas this morning by Special Agents of the FBI and appeared before United States Magistrate Judge Lawrence R. Leavitt this afternoon for an arraignment and plea hearing. Bonvicin pleaded not guilty to the charges and was released on a personal recognizance bond pending trial.

The Indictment alleges that beginning in approximately October 2005, an individual who had prior dealings with Bonvicin who was working at the direction of the FBI ("Individual A"), contacted Bonvicin about an opportunity to "make some money." During a series of telephone calls and a meeting in December 2005, Individual A told Bonvicin that he had some cash that he had earned illegally, and that he needed some help in converting the cash into cashier's checks in order to deposit it into a bank. Individual A told Bonvicin that he had received the cash from video poker machine jackpots that had been illegally obtained through the use of a cheating device. Bonvicin agreed to help Individual A launder the purported illegal gambling proceeds, and agreed to accept a payment of \$1,500 for converting the cash into a cashier's check.

The Indictment alleges that on December 15, 2005, Individual A gave Bonvicin \$10,000 in cash. Bonvicin took the cash to a Washington Mutual Bank branch and obtained a cashier's check in the amount of \$8,500. Bonvicin gave the cashier's check to Individual A and, as agreed upon, kept \$1,500 for himself.

It is alleged that on three more occasions between December 22, 2005, and January 10, 2006, Individual A gave Bonvicin cash, which Bonvicin believed had been obtained illegally from video poker machines, and Bonvicin obtained cashier's checks and kept a portion of the cash for himself. Those occasions are:

- On December 22, 2005, Individual A gave Bonvicin \$5,800 in cash. The same day, Bonvicin obtained a Washington Mutual Bank cashier's check in the amount of \$5,000, which he gave to Individual A, and kept the remaining \$800 for himself.
- On December 23, 2005, Individual A gave Bonvicin \$7,700 in cash. The same day, Bonvicin obtained a Washington Mutual Bank cashier's check in the amount of \$6,727.53, which he gave to Individual A. Bonvicin kept the balance for himself.
- On January 6, 2006, Individual A gave Bonvicin \$17,500 in cash. Between about January 6 and January 10, 2006, Bonvicin obtained three Washington Mutual Bank cashier's checks, together totaling \$15,000, and gave them to Individual A. Bonvicin kept the remaining \$2,500 for himself.
- On about February 1, 2006, Bonvicin agreed to be interviewed by Special Agents from the FBI about these financial transactions. During the interview, Bonvicin claimed he had no knowledge about whether the cash he converted into cashier's checks had been obtained illegally through the use of a cheating device and denied that he had been paid for converting the cash into cashier's checks, when he knew that he had been told that the source of the cash was through the use of a cheating device and that he had received approximately \$5,800 for converting the cash into cashier's checks.

If convicted, Mr. Bonvicin faces up to 20 years in prison and a \$500,000 fine on each money laundering count, and up to five years in prison and a \$250,000 fine on the false statement count.

The case is being investigated by the FBI and prosecuted by Assistant United States Attorneys Crane M. Pomerantz and Eric Johnson.

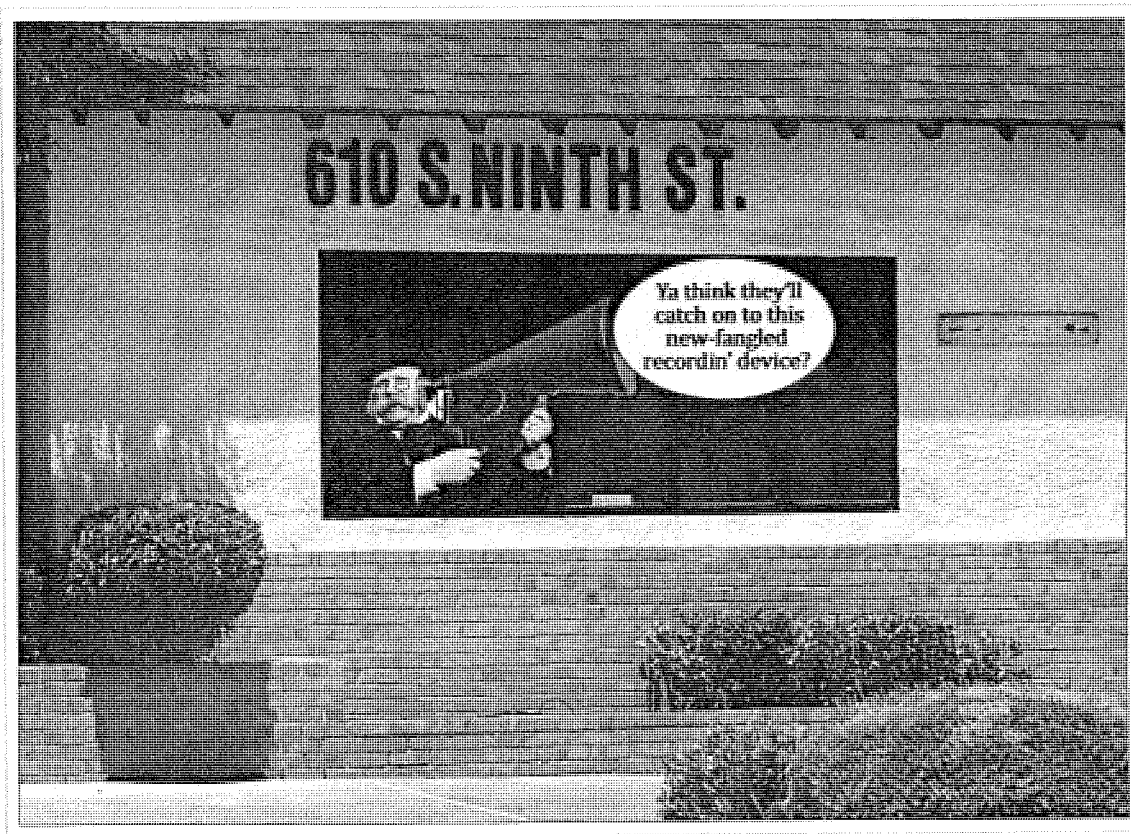
The public is reminded that an indictment contains only charges and is not evidence of guilt. The defendant is presumed innocent and entitled to a fair trial at which the government has the burden of proving guilt beyond a reasonable doubt.

Posted in **Uncategorized**

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## Super Lawyers or Super Buffoons Get Recorded by Their Own Clients – LMAO

Posted on July 12, 2017



I have gotten feedback on this Las Vegas Review Journal article and how troubling that their own clients were recording their conversation with the attorneys representing them, one of whom was the “illustrious” Daniel Marks.

Thanks to the LVRJ, which was able to get the recording before it was sealed by the court, they were able to detail exactly what happened. As they tell it,

*“Two marshals suing in the case, Eric Prunty and Kenneth Hawkes, visited with Marks and Levine, recording them without their knowledge in May 2016. They were unhappy with the terms of a proposed settlement that also would have settled a separate lawsuit between the Clark County Deputy Marshals Association, a union which represents marshals, and the county.*

*With a recorder capturing every word, the two marshals made clear their displeasure as they talked with the attorneys. The account is contained in a now-sealed motion that was part of a dispute over representation after they found Steven Parsons to represent them on an individual basis. The Las Vegas Review-Journal obtained the court documents before they were sealed."*

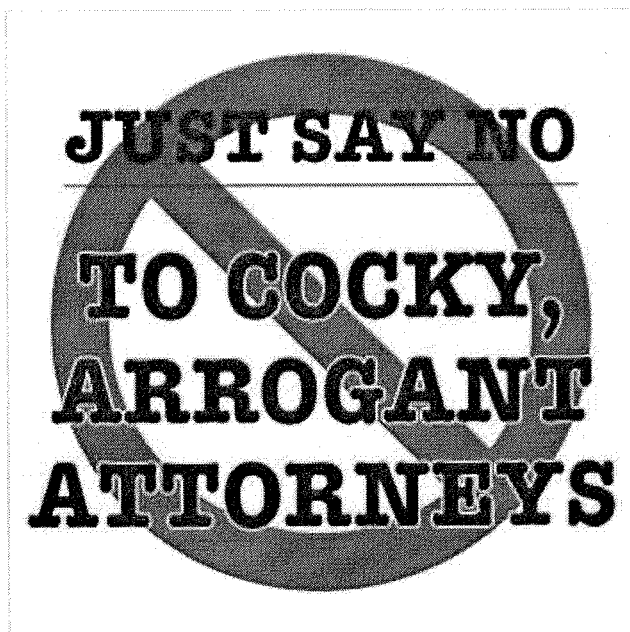
You just can't make up this stuff.

Posted in **Uncategorized**

## An Open Letter To Attorney Adam Levine

Posted on July 6, 2017

**Undercover for Payment, Informant or Snitch?**



Obviously, Adam Levine has issues understanding words and what they mean. I hope this will clarify it once and for all. I want to make it clear to Adam Levine, unlike other people in his life, it has been a struggle for me, but I have never filed bankruptcy like Rick Bonvicin, his client, or Christina Frye, or had to change my name. I live in the open, accept responsibilities and have paid all of my obligations. I've never taken the easy way out and have faced my problems head-on. I would think Adam Levine would be smart enough to leave well enough alone and not make condescending, derogatory comments about me to another lawyer. So let this website be a reminder to the arrogant, cocky, condescending lawyer. I take offense to him and his actions. And all this is my opinion.

Undercover, informant, snitch – each of these words carry different connotations related to the kind of work someone does in relaying information about one party to a third party without the first party

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knowing that information is being gathered on them. But each word has a radically different significance.

I've been referred to as a snitch by Adam Levine to another attorney. That's not who I am or what I do. Let me take a minute to describe the nuances of the differences of the meanings of those words:

- **Undercover:** This is an "outside-in" process where the police or the feds will hire someone from outside their own organization to get placed inside of, or close to, a criminal or criminal activity, gain the confidence of a criminal or crime group, and collect information to be used by authorities to arrest, charge and prosecute.
- **Informant:** A step above snitch. Informant work is often done as someone who once snitched on someone else, and then becomes an informant out of self-preservation; returning to the criminal side is not an option for a variety of reasons. Still has a bit of a negative connotation. An informant has often been involved criminally and has information that the police or feds value and will pay for. It's an "inside-out" process, if you will.
- **Snitch:** Has a very negative connotation. Implies that the person doing the informing is guilty of some sort of wrongdoing – is a criminal – and instead of being punished, turns on other criminal elements and hands over information to authorities to avoid or reduce whatever charges he or she may be facing. Often viewed by both the authorities, criminals and the public at large as someone unworthy of respect.

I was approached by the Las Vegas FBI to assist in an undercover capacity concerning Rick Bonvicin. It was a very tedious and intense undercover assignment.

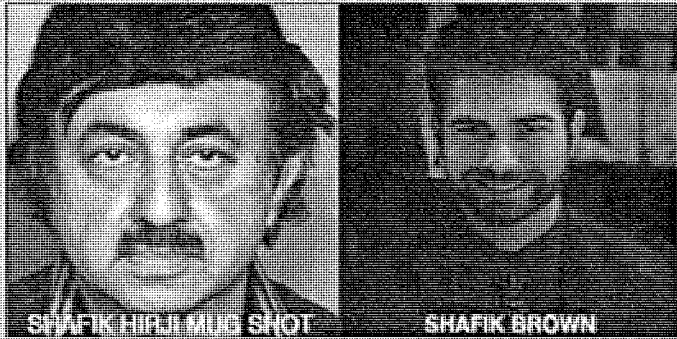
I don't engage in criminal activity, and I was not in a position where I needed to leverage inside knowledge to avoid being punished for a crime. There's a big difference and a huge leap between doing that and assisting and being paid by the FBI to provide assistance to them in a federal case.

Posted in **Uncategorized**

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## **Daniel Marks, Las Vegas Attorney; Looks Like Steve Barket Gets Another Bite at the Apple After Filing Suit Against Shafik Hirji and Shafik Brown**

Posted on June 25, 2017



**Shafik Hirji:**

- **Convicted Felon (Bankruptcy Fraud)**
- **Indicted (Mortgage Fraud)**
- **Permanent Injunction & Judgment (Over \$300k, State of Nevada)**

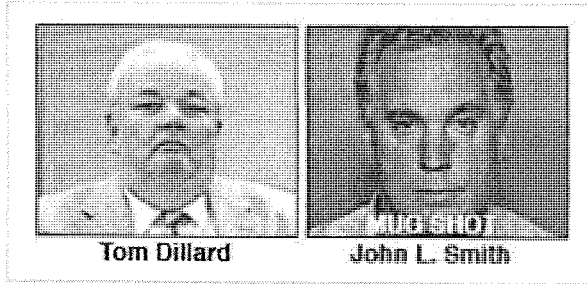
**Shafik Brown:**

- **Shafik Hirji's Nominee**
- **Aspiring Rapper (LOL!)**

I was introduced to the “dynamic duo” (not as in Batman and Robin, more like Laurel & Hardy in my opinion) of **Daniel Marks** and **Adam Levine**. They are Las Vegas attorneys who I met back in 2009/10 during a lawsuit I filed against Central Pallet of Utah (the inferno story coming soon) and Larry VonWald, Lori VonWald and Ronald Hoagland, VonWald's accountant.

At that time, I had testified in a federal case against Rick Bonvicin of the North Las Vegas judicial system. He was indicted in federal court, went to trial and the case was dismissed by the Honorable Robert C. Jones, a federal judge. It's my understanding that Bonvicin introduced the law firm of Marks & Levin to the defendants in that case, the VonWalds and Hoagland.

That was an eye-opening case, to say the least. The judge, the Hon. Robert C. Jones, said he did not believe my testimony, nor, he said, did his wife. I have a complete set of audio CDs as a reference. During that time, the assistant United States attorneys prosecuting the case — Crane Pommerantz (who is now in private practice) and Eric Johnson, who is now a Clark County District Court judge (as is his wife, Susan Johnson) — were in charge of the case. Tom Pitaro successfully represented Rick Bonvicin. I also was introduced to a low-life scumbag private investigator by the name of Tom Dillard, who has cost the taxpayers of the state of Nevada millions of dollars in payouts as a result of lawsuits filed against him when he was a Metropolitan detective and policeman.



It was the subject of numerous LVRJ articles by John L. Smith, the bankrupt, DUI guy who is no longer at the LVRJ and is currently floating around somewhere in the bottom of the barrel at NPR. I really owe my current success to Tom Dillard, John L. Smith, Tom Pitaro and Ricardo Bonvicin for the good-ol-boy job they did on me. It pushed me to the limits to learn how to get and maintain pages at the top of Google search pages results. If you Google Dillard, Smith and Pitaro, you will find them at the top of the Google search return, and they always will be. Just like this website will. I truly owe them a gratitude of thanks for pushing me and driving me to learn and understand Google. Let me take this opportunity to thank the four of you, sincerely, for handing me my proverbial ass in court and in the media. It made me who I am today.

Since that time, Rick Bonvicin filed a bankruptcy and was subsequently represented by Adam Levine in what I believe was a wrongful termination case. It's my understanding that Bonvicin prevailed with Levine as his lawyer and was paid several hundred thousand dollars and had his job reinstated. And that's the way it goes.

You would think Adam Levine would be thankful that a guy like that came along and generated cash flow for him and his law firm. Instead, I've been told by a reputable lawyer that Adam Levine has referred to me in many negative connotations, including snitch, informant and so on. I consider Adam Levine a very good attorney, but a mental midget. I have many resources available to me to thoroughly understand who this man is and why he would say and do the things he did. Any other high school graduate like myself would realize that I put money on his plate and with Shafik Hirji recently scraping up money to retain Daniel Marks at the last moment to represent him in a current lawsuit I filed against Hirji and Shafik Brown, I am still somewhat of a cash cow to Daniel Marks and Adam Levine.

There's no question that from the people I've spoken with, both Daniel Marks' and Adam Levine's ego and arrogance quotient is off the charts. In the past eight years or so, I've wanted to come back and revisit Daniel and Adam. This time, with Shafik Hirji, I'm getting another bite at the apple. This case will not get dismissed. Marks has a low-life convicted felon client (in my opinion) in Shafik Hirji, who currently owes the state of Nevada a \$300,000-plus judgment, has nothing in his name, and will at some point have to prove where he was able to obtain the funds to retain this lawyer. So I'm looking forward to the legal rodeo and wondering how long Shafik Hirji and Shafik Brown will be able to keep up the payments to Mr. Marks. It's been my experience that Shafik Hirji's financial commitment seems to fade. I will be shocked if he's able to see this through to any sort of a trial. My guess is that at the allegedly exorbitant rates Daniel Marks bills, Hirji won't be able to last in the long run; but that's just my opinion. We'll see how that shakes out.

# Adam Levine and Daniel Marks (I'm Crying Crocodile Tears BTW – LOL) Get Recorded by Their Own Clients

Posted on June 25, 2017



- Laurel & Hardy from yesteryear  
(for those a little too young to remember)

Again, all kidding aside, Marks and Levine are admiral attorneys and carry a lot of weight in employment law and some even say Levine is one of the best lawyers in the state. But this is where the Laurel & Hardy aspects come into play. In my opinion, how arrogant and egotistical are you when you think you don't have to address the needs of your clients and they end up recording your conversations, which end up in court proceedings?

After reading an article in the LVRJ titled "Clark County Feuding with Own Attorneys" it seemed a prime example in my opinion of two egotistical and arrogant attorneys. I am still LMAO that their own clients recorded them. I wonder what Adam Levine had to say to Daniel Marks about that.

I haven't followed through regarding the outcome, but it's all another episode of Laurel & Hardy as far as I'm concerned.

Posted in **Uncategorized**

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## Welcome to Daniel Marks Examined

Posted on June 22, 2017

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I will take this opportunity to go into great detail regarding Daniel Marks, a Las Vegas attorney who works out of the Downtown area.

As I pull all the threads together about him on this website, you will be amazed at the picture I'll be able to paint regarding his background, ethics and dealings as a Las Vegas lawyer.

Stand by for more!

Posted in **Uncategorized**



# **EXHIBIT “46”**

## **Declaration of Michael Ahders**

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

EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA

MICHAEL AHDERS, an individual,	)	Case No.: A-18-770121-C
	)	Dept. No.: XXX
Plaintiff,	)	
	)	
vs.	)	
	)	
BOULEVARD FURNITURE, INC. a Nevada	)	
corporation; SHAFIK JIRJI and individual,	)	
SHAFIK BROWN, an individual.	)	
	)	
Defendants.	)	

DECLARATION OF MICHAEL AHDERS

I, Michael Ahders, declare that I am over the age of eighteen (18) years of age and I am competent to give the testimony set forth below. Testimony is given from my own personal knowledge. If called as a witness, I could and would competently and truthfully testify as to the facts set forth herein. I am the Plaintiff in the above captioned matter and I am familiar with the transaction(s) which forms the basis of this claim. I have first-hand knowledge of the events as they occurred, and I am the custodian of my books and records which are kept in the ordinary course of business.

1           1.       On November 21, 2016, Defendant, Boulevard Furniture, Inc. borrowed \$100,000  
2 from Plaintiff for its business operations secured by the assets of Defendant's business via a  
3 written Secured Promissory Note (Exhibit "1" the "Note"), Security Agreement (Exhibit "2" the  
4 "Security Agreement") (collectively the "Loan").

5           2.       In addition, the Defendants, Boulevard Furniture, Inc., Shafik Hirji and Shafik  
6 Brown executed a Confession of Judgment whereby they confessed Judgment in the amount of  
7 \$100,000 (Exhibit "3" the "Confession of Judgment").

8           3.       The terms of the Loan required Defendants to make twelve monthly payments in  
9 the amount of \$4,000 (the "Monthly Payment") on the 5<sup>th</sup> of each month commencing on January  
10 5, 2017 with a final payment of any unpaid interest and principal (\$100,000) on January 5, 2018  
(the "Maturity Date").

11           4.       The Defendants received the proceeds from the Loan in the amount of \$100,000  
12 via cashier's check from Plaintiff's account at Wells Fargo Bank (Exhibit 4: Wells Fargo Check  
13 No. 0740602079, \$100,000). The source of the funds was directly from myself and my father.

14           5.       On December 5, 2017, Defendants defaulted in the repayment of the Loan by  
15 failing to make the Monthly Payment (\$4,000.00), and further, on January 5, 2018, the Defendants  
16 failed to make the balloon payment of principal (\$100,000). I communicated the notice of default  
17 via electronic text directly with Shafik Hirji (A true and correct copy of the text messages from  
18 Michael Ahders to Shafik Hirji is attached hereto as Exhibit "5").

19           6.       The Defendants did not cure the default. They failed to make the \$4,000 December  
20 5, 2017 Monthly Payment and failed to repay the principal of \$100,000 due on the Maturity Date.

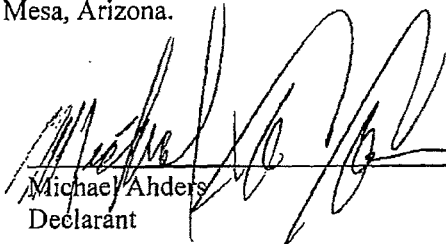
21           7.       The Secured Promissory Note and Security Agreement have not been assigned,  
22 hypothecated or transferred. The terms of the Secured Promissory Note and Security Agreement  
23 have not been modified or waived by either of the parties. All credits have been applied to the  
24 Defendants Loan and there remains an outstanding balance of \$100,000 principal, \$4,000 in  
25 interest through December 2017, plus accrued interest, late fees and attorneys' fees.

26           8.       Payments were received from January 2017 through November 2017 in the amount  
27 of \$4,000 each. Each of which have been applied towards the balance due.

28           9.       During the term of the Loan, I would communicate directly with and exclusively  
with Mr. Hirji via text message and via telephone.

1 10. This Loan was made from my personal funds and funds from my late father. I am  
2 not engaged in the business as a lender. In the last ten (10) years, I have only made two loans,  
3 this being one of the two.

4 I declare under penalty of perjury under the laws of the State of Nevada that the above is  
5 true and correct. Executed on March 23, 2018, in Mesa, Arizona.

6  
7  
8   
9 Michael Anders  
Declarant

10 3-23-18

11 5:08 P.M.  
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# **EXHIBIT “47”**

Sharda’s First Set of Requests  
for Admissions to  
Steven Barket

**RFA**

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

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

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counter-Defendant.

Case No.: A-17-756274-C

Dept. No.: XVIII

**DEFENDANT/COUNTERCLAIMANT DR.**  
**NAVNEET SHARDA'S FIRST**  
**SET OF REQUESTS FOR ADMISSIONS**  
**TO STEVEN BARKET**

1                                   **DEFENDANT/COUNTERCLAIMANT DR. NAVNEET SHARDA’S FIRST**  
2                                   **SET OF REQUESTS FOR ADMISSIONS TO STEVEN BARKET**

3                   TO: STEVEN BARKET, Defendant

4                   TO: Counsel for Defendant

5                   COMES NOW Defendant/Counterclaimant Navneet Sharda (hereinafter “Dr. Sharda”), by and  
6 through his attorney of record, Harold P. Gewerter, Esq. of Harold P. Gewerter, Esq., LTD., and do hereby  
7 request the production of documents from Plaintiff/Counter-Defendant Steven Barket to be answered  
8 within thirty days hereof pursuant to Rule 36 of the Nevada Rules of Civil Procedure.  
9

10                                   **GENERAL INSTRUCTIONS**

11                   The following instructions and definitions apply to each and every request for admission presented  
12 in this document and are therefore, incorporated in each and every request for admission.

13                   1.       Pursuant to Rule 36, N.R.C.P., any matter is deemed admitted unless written answer or  
14 objection addressed to the matter signed by you is filed within thirty (30) days after service of the request.  
15 If objection is made, the reasons therefore should be stated. The answer should specifically deny any  
16 request not specifically admitted, or should set forth in detail the reason why the answering party cannot  
17 truthfully admit or deny any particular request.

18                   2.       A denial shall thoroughly meet the substance of the request for admissions, and when good  
19 faith requires that a party qualify his answer or deny only a part of the matter of which an admission is  
20 requested, he shall specify so much of it as is true and qualify or deny the remainder. Plaintiff/Counter-  
21 Defendant should not give lack of information or knowledge as a reason for failure to admit or deny unless  
22 Plaintiff/Counter-Defendant can state that a reasonable inquiry has been made and that the information  
23 known or readily available and obtainable to the Plaintiff/Counter-Defendant is insufficient to enable  
24 Defendants to admit or deny.  
25

26                   3.       The terms “document(s),” “written statement(s)” and “report(s),” as used in the following  
27 interrogatories, shall be defined as any and all written, recorded or graphic information, produced or  
28 reproduced, that is in any way pertinent to the subject matter of this case. The term “Document(s)” shall

1 include, without limitation, any books, pamphlets, periodicals, transcripts of oral or telephone  
2 conversations, electronically stored information, investigation reports, investigation notes, photographs,  
3 diagrams, drawings, audio recordings, video recordings, any other data compilations, correspondence,  
4 agreements, contracts, applications, accounting records, financial records, time records, notes, logs, diaries,  
5 drafted, received, or sent, transcripts, tapes, recordings, minutes of meetings, directives, work papers,  
6 charts, prints, drawings, flow sheets, computer generated calculations, photographs, film, computer  
7 printouts, advertisements, catalogues, or any handwritten, recorded, transcribed, punched, taped, filmed or  
8 graphic matter, produced or reproduced, that has been in Plaintiff/Counter-Defendant's possession, care,  
9 custody or control or has ever been accessible to Plaintiff/Counter-Defendant. As defined above, any  
10 document that contains any comment, notation, addition, insertion, or marking of any type that is not part  
11 of another document, which does not contain the same comment, notation, addition, insertion or marking,  
12 shall be considered a separate document.

13  
14 4. The term "you," and any of its derivatives, as used in the following interrogatories, shall not  
15 only refer to the named party or parties, but shall also refer to counsel for such party or parties, agents,  
16 servants, employees, representatives, investigators, and any other individuals who are in possession of or  
17 may have obtained possession of any information for or through representing the named party or parties.

18 5. The term "Subject Incident" shall refer the events which gave rise to the Complaint in the  
19 instant matter.

## 20 **REQUESTS FOR ADMISSIONS**

### 21 **REQUEST FOR ADMISSION NO. 1:**

22  
23 Admit that you demanded and received money from Shafik Hirjj and/or Shafik Brown subsequent  
24 to Trata, Inc. extending loans to Shafik Hirjj and/or Shafik Brown for the purposes of opening the business  
25 referred to in your Amended Complaint filed August 11, 2017 as "FF4" and "Sunset."

### 26 **REQUEST FOR ADMISSION NO. 2:**

27  
28 Admit that subsequent to the August 15, 2016 settlement agreement entered into between you and  
Dr. Sharda, you published or caused to be published certain internet sites regarding Dr. Sharda.

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1 **REQUEST FOR ADMISSION NO. 3:**

2 Admit that subsequent to the July 29, 2017 settlement agreement entered into between you and Dr.  
3 Sharda, you published or caused to be published certain internet sites regarding Dr. Sharda.

4 **REQUEST FOR ADMISSION NO. 4:**

5 Admit that you never extended any loans, using your own money, to Shafik Hirjj and/or Shafik  
6 Brown for the purposes of opening the business referred to in your Amended Complaint filed August 11,  
7 2017 as “FF4” and “Sunset.”

8 **REQUEST FOR ADMISSION NO. 5:**

9 Admit that you have previously testified under oath that you have been a confidential information  
10 for the federal government.

11 **REQUEST FOR ADMISSION NO. 6:**

12 Admit that you have previously testified under oath that you have been a confidential witness for  
13 the federal government.

14 DATED this 31<sup>st</sup> day of May, 2019.

15  
16  
17 /s/ Harold P. Gewerter  
18 Harold P. Gewerter, Esq.  
19 Nevada Bar Number: 499  
20 HAROLD P. GEWERTER, ESQ., LTD.  
21 1212 South Casino Center Blvd.  
22 Las Vegas, Nevada 89104  
23 Phone: (702) 382-1714  
24 Fax: (702) 382-1759  
25 Email: Harold@GewerterLaw.com  
26 Attorney for Defendants/Counterclaimants  
27  
28

**CERTIFICATE OF SERVICE**

Certification is hereby made that a true and correct copy of the foregoing

***DEFENDANT/COUNTERCLAIMANT DR. NAVNEET SHARDA'S FIRST***

***SET OF REQUESTS FOR ADMISSIONS TO STEVEN BARKET*** was served this 31th, day of May  
2019, in the following manner:

**BY ELECTRONIC SERVICE:** Pursuant to Administrative Order 14-2, the above-referenced  
document was electronically filed on the date hereof and served through the Notice of Electronic Filing  
automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

/s/: Sonja K. Howard

An Employee of  
HAROLD P. GEWERTER, ESQ., LTD.

# **EXHIBIT “48”**

Sharda’s First Set of  
Interrogatories to Steven Barket

**INTG**

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

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

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counter-Defendant.

Case No.: A-17-756274-C

Dept. No.: XVIII

**DEFENDANT/COUNTERCLAIMANT DR.**  
**NAVNEET SHARDA'S FIRST SET OF**  
**INTERROGATORIES PROPOUNDED UPON**  
**STEVEN BARKET**

1                   **DEFENDANT/COUNTERCLAIMANT DR. NAVNEET SHARDA’S FIRST SET OF**  
2                   **INTERROGATORIES PROPOUNDED UPON STEVEN BARKET**

3                   TO: STEVEN BARKET, Plaintiff/Counter-Defendant

4                   TO: Counsel for Plaintiff/Counter-Defendant

5                   COMES NOW Defendant/Counterclaimant Navneet Sharda (hereinafter “Dr. Sharda”), by and  
6 through his attorney of record, Harold P. Gewerter, Esq. of Harold P. Gewerter, Esq., LTD., and pursuant  
7 to FRCP 33, hereby propounds upon Plaintiff/Counter-Defendant Steven Barket (hereinafter “Barket”) his  
8 First Set of Interrogatories. You are required by the above referenced rules to serve a copy of your answers  
9 on or before thirty (30) days from the receipt of these Interrogatories.  
10

11                   **DEFINITIONS AND INSTRUCTIONS**

12                   For purposes of these Interrogatories, the following preliminary instructions apply to each of the  
13 Interrogatories set forth herein and are deemed incorporated therein.

14                   1.       “You” or “your” refers to Plaintiff/Counter-Defendant, Steven Barket, agents, attorneys,  
15 investigators and any other person or entity directly or indirectly subject to their respective control.

16                   2.       When used in these Interrogatories, the term Mike Evans or any synonym thereof, is intended  
17 to and shall embrace and include, in addition to Steven Barket, counsel for Steven Barket, and all agents,  
18 servants, employees, representatives, and others who are in possession of, or may have obtained,  
19 information on behalf of Steven Barket. As to each person state his or her full name, last known address  
20 and telephone number, and his or her title, capacity or position as such last known employment.  
21

22                   3.       Whenever appropriate, the singular form of a word shall be interpreted as plural, and the  
23 masculine gender shall be deemed to include feminine.

24                   4.       As used in these Interrogatories, the term “and” as well as “or” shall be construed either  
25 disjunctively or conjunctively, as necessary, to bring the scope of these Interrogatories any information  
26 which might otherwise be construed to be outside their scope.  
27  
28

1           5. As used in these Interrogatories, the term “document” includes, without limiting the generality  
2 of its meaning, all originals or copies, where originals are unavailable, and non-identical copies (whether  
3 different from originals by reason of notation made on such copies or otherwise) of all written, recorded or  
4 graphic matter, however produced or reproduced, whether or not now in existence, or correspondence,  
5 telegrams, notes or sound recordings of any type of conversation, meeting or conference, minutes of  
6 meetings, memoranda, reports, summaries and results of investigations and tests, reviews, contracts,  
7 agreements, working papers, tax returns, statistical records, ledgers, book of account, vouchers, bank  
8 checks, bank statements, invoices, receipts, computer data, stenographers’ notebooks, manuals, directives,  
9 bulletins, desk calendars, appointment books, diaries, maps, charts, photographs, plats, drawings or other  
10 graphic representations, logs, investigators reports or papers similar to any of the foregoing, however  
11 denominated.  
12  
13

14           6. If you at any time had possession or control of any document or photograph called for under  
15 these Interrogatories and if such document has been lost, destroyed, purged or is not presently in your  
16 possession or control, you shall describe the document and/or photograph, the date of its loss, destruction,  
17 purge or separation from possession or control, and the circumstances surrounding its loss, destruction,  
18 purge or separation from possession or control.  
19

20           7. If any document or photograph requested is not within your personal custody or control, so  
21 state. If the document or photograph is not in your personal control or custody, identify every person or  
22 entity you know or believe has custody or control of such document.  
23

24           8. As used in these Interrogatories, the term “person” includes, without limiting the generality of  
25 its meaning, every natural person, corporate entity, partnership, association, governmental body or agency.  
26

27           9. As used throughout these Interrogatories, the terms “identify,” “identity” and “identification”  
28 when used in reference to a communication, mean to state with respect to each communication, the nature  
of the communication (telephone, letter, e-mail, etc...), the date of the communication, the persons who

**657**

1 were present or participated in the communication or with whom or from whom communications were  
2 made, and the substance of the statement made by each person involved in such communication.

3 10. All information is to be divulged which is in Steven Barket's possession or control, or can be  
4 ascertained upon reasonable investigation of areas within your control. The knowledge of Steven Barket's  
5 attorney is deemed to be Steven Barket's knowledge, so that, apart from any privileged matters, if Steven  
6 Barket's attorney has knowledge of the information sought to be elicited herein, said knowledge must be  
7 incorporated into these answers, even if such information is unknown to Steven Barket individually.  
8

9 12. Whenever you are unable to state an answer to these Interrogatories based upon your own  
10 personal knowledge, so state, and identify the person or persons you believe to have such knowledge, what  
11 you believe the correct answer to be, and the facts upon which you base your answer.  
12

13 13. When an Interrogatory calls for an answer in more than one part, each part should be separated  
14 so that the answer is clearly understandable.

15 14. Each Interrogatory should be construed independently. No Interrogatory should be construed  
16 by reference to any other Interrogatory if the result is a limitation of the scope of the answer to such  
17 Interrogatory.  
18

19 15. If an Interrogatory is objected to, in whole or in part, or if information responsive to the  
20 Interrogatory is withheld, on the ground of privilege or otherwise, please set forth the facts upon which  
21 Steven Barket relies as the basis for such objection.  
22

23 16. Answers to each Interrogatory shall be supplemented as follows:

24 (a) A party under a duty seasonably to supplement his/her response with respect to  
25 any question directly addressed to (i) the identity and location of persons having  
26 knowledge of discoverable matters; and (ii) the identity of each person expected to be  
27 called as an expert witness at trial, the subject matter on which he/she is expected to  
28 testify, and the substance of his/her testimony.

(b) A party under a duty seasonably to amend a prior response if he/she obtains information upon the basis of which (i) he/she knows that the response was incorrect when made; or (ii) he/she knows that the response, though correct when made, is no longer true and the circumstances are such that a failure to amend the response is in substance a knowing concealment.

17. If you claim privilege as to any communication as to any of the Interrogatories, specify the privilege claimed, the communication and/or answer as to which that claim is made, the parties to the communication, the topic discussed in the communication and the basis for your claim.

18. These Interrogatories are continuing and require supplemental responses if you obtain further information with respect to the same between the date your answers are served and the entry of judgment.

19. If asked to **identify a document**, attach a copy of the document unless you explain why not. If you do not attach the copy, describe the document, including its date and nature, and give the name, address, telephone number, and occupation of the person who has the document.

20. The term "Subject Incident" as used in these Interrogatories shall refer to the events which gave rise to the Complaint, Amended Complaint, and Counterclaim in the instant matter.

### **INTERROGATORIES**

#### **INTERROGATORY NO. 1:**

Please describe, in your own words, your version of the events which caused you to initiate the instant litigation.

#### **INTERROGATORY NO. 2:**

Please identify in complete detail each person whom you expect to call as a witness, including expert witnesses, at trial, stating as to each such person the following: full name, home address and business address, business name of the witness or employer, description of the specialized field in which it is claimed any identified expert will qualify as an expert in this case, the subject matter or area on which

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1 such person is to testify, the substance of the facts and opinions on which such person is to testify, and a  
2 summary of the grounds for each expert opinion.

3 **INTERROGATORY NO. 3:**

4 Please identify your educational history, beginning with high school, and for each school list the  
5 name of the educational institution, the dates of attendance, and the diploma, degree, or certificate earned.  
6 This interrogatory necessarily includes any military, vocational, of self-study training you have attended.  
7

8 **INTERROGATORY NO. 4:**

9 Please identify your employment history for the last ten (10) years, including name of employer,  
10 name of supervisor, job duties, and dates employed. This interrogatory necessarily includes all government  
11 positions or titles, formal or informal, such as "FBI Informant," which you have held, whether paid or  
12 unpaid. This interrogatory also necessarily includes all self-employment in which you have engaged during  
13 the last ten (10) years.  
14

15 **INTERROGATORY NO. 5:**

16 Referring to your Amended Complaint filed August 11, 2017, at paragraph 16, state whether you  
17 personally delivered, either by cash, certified check, bank transfer, or any other means, the sum of one  
18 million dollars (\$1,000,000.00) to Shafik Hirjj and/or Shafik Brown.  
19

20 **INTERROGATORY NO. 6:**

21 Referring to your Amended Complaint filed August 11, 2017, at paragraph 17, identify by name  
22 the trust identified as "47.5% controlled by a trust," and the trust referenced in the allegation as "...and 5%  
23 controlled by a trust," as well as the trustees and beneficiaries of each trust.  
24

25 **INTERROGATORY NO. 7:**

26 State specifically the investments, benefits, work performed, and other considerations you  
27 conveyed upon Shafik Hirji and/or Shafik Brown which entitled you to the remunerations as referenced in  
28 paragraphs 17 through 20 of your Amended Complaint filed August 11, 2017.

1 **INTERROGATORY NO. 8:**

2 Referring to your Amended Complaint filed August 11, 2017, at paragraph 21, please state with  
3 specificity how you “secured” a loan from Dr. Sharda in the amount of \$1,000,000.00 on behalf of the  
4 alleged new business identified in your complaint as “FF4” or “Sunset.”

5 **INTERROGATORY NO. 9:**

6 Referring to your Amended Complaint filed August 11, 2017, at paragraph 21, please state whether  
7 you, G65 Ventures, LLC, or any other entity or trust owned or controlled by you were listed as a debtor,  
8 guarantor, or were otherwise responsible for the loan from Dr. Sharda “on behalf of Sunset.”

9 **INTERROGATORY NO. 10:**

10 Please state with specificity the principal facts upon which you made the allegations contained in  
11 paragraph 22 of your Amended Complaint filed August 11, 2017.

12 **INTERROGATORY NO. 11:**

13 Please state whether the new business identified in your Amended Complaint as “FF4” and  
14 “Sunset” was in fact ever formed with the Nevada Secretary of State, and/or ever conducted any business,  
15 and if so, what was the name of that business.

16 **INTERROGATORY NO. 12:**

17 Please state with specificity the principal facts upon which you made the allegations contained in  
18 paragraph 23 of your Amended Complaint filed August 11, 2017.

19 **INTERROGATORY NO. 13:**

20 Referring to your Amended Complaint filed August 11, 2017, at paragraph 24, identify with  
21 specificity how you became aware that “a check to a lender bounced” and the identity of the “lender,”  
22 sufficient for service of a subpoena.

1 **INTERROGATORY NO. 14:**

2 Referring to your Amended Complaint filed August 11, 2017, at paragraphs 17 and 26, please  
3 explain how you were the “majority owner” in the business identified by you as “FF4” or “Sunset” when  
4 the allocation of ownership percentage, as alleged by you, was “47.5% owned by Hirji and Brown; 47.5%  
5 controlled by a trust, whose trustee was Barket; and 5% controlled by a trust.”  
6

7 **INTERROGATORY NO. 15:**

8 Referring to your Amended Complaint filed August 11, 2017, at paragraph 26, please identify,  
9 legally, procedurally, and/or according to what bylaws, operating agreement, or other document, how you  
10 “removed” the current officers of the business identified by you as “FF4” or “Sunset” and further identify,  
11 sufficient for service of a subpoena, the names of the “new officers” you “appointed.”  
12

13 **INTERROGATORY NO. 16:**

14 Please state whether an election was held to elect the “new officers” referenced in paragraph 26 and  
15 whether Shafik Hirji or Shafik Brown were given notice and an opportunity to vote in said election.  
16

17 **INTERROGATORY NO. 17:**

18 Referring to your Amended Complaint filed August 11, 2017, at paragraph 26, please identify  
19 **every instance** of “breaches, thefts, and frauds” discovered by “new officers” in the business identified by  
20 you as “FF4” or “Sunset.” For each such instance of breach, theft, or fraudulent actions, identify the date  
21 of such action, by whom such action was committed, each provision of the contract referenced in and  
22 attached to your Amended Complaint was breached (if applicable), the dollar amount of each breach, theft,  
23 and fraud, and/or the how each action constituted fraud.  
24

25 **INTERROGATORY 18:**

26 With respect to the documents requested in Dr. Sharda’s First Set of Requests for Production of  
27 Documents, Request No. 20, served contemporaneously with these Interrogatories, identify each such  
28

document which made you become “aware of the scope of Defendants’ breaches, thefts, and frauds” as alleged in paragraph 26 of your Amended Complaint filed August 11, 2017.

**INTERROGATORY NO. 19:**

Please state whether you ever made Dr. Sharda aware of the January 20, 2017 contract between you, Shafik Hirji, and Shafik Brown prior to the loan being made by Trata, Inc. to the Shafiks. If your Answer to this Interrogatory is in the affirmative, please state when and how you communicated said fact to Dr. Sharda.

**INTERROGATORY NO. 20:**

Please identify whether you ever received **any** of the monies allegedly owed to you pursuant to the January 20, 2017 contract between you, Shafik Hirji, and Shafik Brown.

**INTERROGATORY NO. 21:**

Referring to your Answer to Dr. Sharda & Trata, Inc.’s Counterclaim, paragraph 7, state the principal facts upon which you relied to deny having “a prior business deal with the Shafiks.”

**INTERROGATORY NO. 22:**

Referring to your Answer to Dr. Sharda & Trata, Inc.’s Counterclaim, paragraph 7, state the principal facts upon which you relied to deny taking capital assets (money) from the Shafiks.

**INTERROGATORY NO. 23:**

Referring to your Answer to Dr. Sharda & Trata, Inc.’s Counterclaim, paragraph 6, please explain how you are “without sufficient knowledge or information to admit or deny” whether you made defamatory statements to the Shafiks stating that Dr. Sharda was an unworthy business partner.

**INTERROGATORY NO. 24:**

Referring to your Answer to Dr. Sharda & Trata, Inc.’s Counterclaim, paragraph 6, please explain how you are “without sufficient knowledge or information to admit or deny” whether you sent text

1 messages to the Shafiks and Dr. Sharda threatening to publicize private information of the parties to the  
2 general public.

3 **INTERROGATORY NO. 25:**

4 Referring to your Answer to Dr. Sharda & Trata, Inc.'s Counterclaim, paragraph 6, please explain  
5 how you are "without sufficient knowledge or information to admit or deny" whether you created a website  
6 identified as <http://navneetshardaexamined.com>.  
7

8 **INTERROGATORY NO. 26:**

9 Referring to paragraph 19 of Dr. Sharda & Trata, Inc.'s Counterclaim, please identify your intent  
10 behind and/or motivation for creating the website identified as <http://navneetshardaexamined.com>.  
11

12 **INTERROGATORY NO. 27:**

13 Referring to paragraph 22 of Dr. Sharda & Trata, Inc.'s Counterclaim, please identify whether you  
14 admit or deny the allegations contained therein. Note that under NRCP 33(a)(2) provides that "[a]n  
15 interrogatory is not objectionable merely because it asks for an opinion or contention that relates to fact or  
16 the application of law to fact..."  
17

18 **INTERROGATORY NO. 28:**

19 Referring to paragraph 23 of Dr. Sharda & Trata, Inc.'s Counterclaim, please identify whether you  
20 admit or deny the allegations contained therein. Note that under NRCP 33(a)(2) provides that "[a]n  
21 interrogatory is not objectionable merely because it asks for an opinion or contention that relates to fact or  
22 the application of law to fact..."  
23

24 **INTERROGATORY NO. 29:**

25 Please provide a list of all websites you have published or caused to be published regarding Dr.  
26 Sharda, Shafik Hirji, and/or Shafik Brown.  
27  
28

1 **INTERROGATORY NO. 30:**

2 Referring to your Answer to Dr. Sharda & Trata, Inc.'s Counterclaim, paragraph 3, wherein you  
3 admitted the allegations contained in paragraph 5 of the Counterclaim, please identify each payment made  
4 to you by Dr. Sharda and the exact work performed by you entitling you to each such payment.

5 **INTERROGATORY NO. 31:**

6 Please identify by case number, date initiated, and court each legal action in which you have been  
7 a party, whether civil or criminal, for the last five (5) years.

8 **INTERROGATORY NO. 32:**

9 Please identify by case number, date initiated, and court each legal action in which you were called  
10 to testify as a witness and describe the nature of your testimony, whether or not you were a party to the  
11 action, whether civil or criminal, for the last five (5) years.

12 **INTERROGATORY NO. 33:**

13 Please identify, in your own words, your relationship with Daniel Nicherie and whether such  
14 relationship is for business and/or personal reasons.

15 **INTERROGATORY NO. 34:**

16 Please identify your business relationship and/or transactions with a company commonly referred  
17 to as SWITCH and further explain your use of its servers and IP addresses.

18 **INTERROGATORY NO. 35:**

19 Please describe in detail your working relationship with the law firm Cohen Johnson Parker  
20 Edwards, including, but not limited to, whether you were a salaried employee or independent contractor,  
21 your job title(s), your essential job functions, and the dates which you worked for Cohen Johnson Parker  
22 Edwards.

1 **INTERROGATORY NO. 36:**

2 Please identify all work, by case name or project name, which was performed by you to the benefit  
3 of or relating to Dr. Sharda and any entities controlled by him, and whether you were directed to undertake  
4 each such work by Dr. Sharda directly or by Cohen Johnson Parker Edwards.

5 **INTERROGATORY NO. 37:**

6 Please identify all sums of money provided to you by Shafik Hirji, and Shafik Brown subsequent  
7 to September of 2016.

8 **INTERROGATORY NO. 38:**

9 Please identify all sums of money provided to you by Dr. Sharda or by any businesses which he  
10 controls subsequent to September of 2016.

11 **INTERROGATORY NO. 39:**

12 If your Response to any of the Requests for Admissions served contemporaneously with these  
13 Interrogatories is anything other than an unqualified admission, explain in detail the basis for your denial  
14 and/or qualification to each such Request.

15 DATED this 31<sup>st</sup> day of May, 2019.

16  
17  
18  
19  
20 /s/ Harold P. Gewerter  
21 HAROLD P. GEWERTER, ESQ.  
22 Nevada Bar No. 499  
23 HAROLD P. GEWERTER, ESQ., LTD.  
24 1212 S. Casino Center Blvd.  
25 Las Vegas, Nevada 89104  
26 Tel: (702) 382-1714  
27 Fax: (702) 382-1759  
28 Email: harold@gewerterlaw.com  
Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

Certification is hereby made that a true and correct copy of the foregoing  
***DEFENDANT/COUNTERCLAIMANT DR. NAVNEET SHARDA'S FIRST SET OF  
INTERROGATORIES PROPOUNDED UPON STEVEN BARKET*** was served this 31<sup>st</sup> day of May  
2019, in the following manner:

**BY ELECTRONIC SERVICE:** Pursuant to Administrative Order 14-2, the above-referenced  
document was electronically filed on the date hereof and served through the Notice of Electronic Filing  
automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

/s/: Sonja K. Howard

An Employee of  
HAROLD P. GEWERTER, ESQ., LTD.



# **EXHIBIT “49”**

Sharda’s First Set of Requests  
for Product of Documents to  
Steven Barket

**RFPD**

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

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

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

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counter-Defendant.

Case No.: A-17-756274-C

Dept. No.: XVIII

**DEFENDANT/COUNTERCLAIMANT DR.**  
**NAVNEET SHARDA'S FIRST**  
**SET OF REQUESTS FOR PRODUCTION**  
**OF DOCUMENTS TO STEVEN BARKET**

1                   **DEFENDANT/COUNTERCLAIMANT DR. NAVNEET SHARDA’S FIRST**  
2                   **SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO STEVEN BARKET**

3                   TO: STEVEN BARKET, Plaintiff/Counter-Defendant

4                   TO: Counsel for Plaintiff/Counter-Defendant

5                   COMES NOW Defendant/Counterclaimant Navneet Sharda (hereinafter “Dr. Sharda”), by and  
6 through his attorney of record, Harold P. Gewerter, Esq. of Harold P. Gewerter, Esq., LTD., and do hereby  
7 request the production of documents from Plaintiff/Counter-Defendant Steven Barket to be answered  
8 within thirty days hereof pursuant to NRCP 34.  
9

10                   **DEFINITIONS AND INSTRUCTIONS**

11                   1.       The term “document,” shall be defined as it is in Nevada Rule of Civil Procedure 34, which  
12 defines “document” to include any medium upon which information or data can be discovered that is within  
13 the custody, care or control of Plaintiff/Counter-Defendant or of any agent, representative (including,  
14 without limitation, attorneys, consultants and accountants), or other persons acting or purportedly acting  
15 for or on behalf of Plaintiff/Counter-Defendant, as well as acting in concert therewith, including, but not  
16 limited to agreements, contracts, correspondence, communications, letters, telegrams, memoranda,  
17 electronically stored information, books, records, recordings, reports, summaries of transcripts of telephone  
18 conversations, summaries of transcripts of personal conversations or interviews, diaries, forecasts,  
19 schedules, work papers, graphs, charts, accounts, analytical records, statistical statements, minutes of  
20 records of meetings or conferences, appraisals, reports or summaries of negotiations, brochures, marginal  
21 notations, notes, bills, invoices, drafts, checks, photographs, lists, journals, advertising, magnetic tapes,  
22 computer tapes, discs and cards, printouts and any and all other written, printed, stenographic, recorded,  
23 photographic matter, or sound reproductions, however produced or reproduced, including all drafts or  
24 copies of the aforementioned.  
25  
26  
27

28                   2.       Any plural term shall include the singular and any singular term shall include the plural.

1           3.       The terms “and” and “or” shall be construed conjunctively or disjunctively to make the  
2 request inclusive, as opposed to exclusive.

3           4.       The term “including” shall be construed to mean “including, without limitation.”

4           5.       The term “relating” means, in addition to its customary meaning, discussing, pertaining,  
5 referring, evidencing, constituting, showing or recording.

6           6.       In accordance with Nevada Rule of Civil Procedure 34(b), Plaintiff/Counter-Defendant is  
7 obligated to produce documents as they are kept in the ordinary and usual course of business or to organize  
8 and label the document to correspond with the documents presented in this request.

9           7.       This is a continuing request, which means the Plaintiff/Counter-Defendant is required to  
10 provide any supplemental production in a timely manner if Plaintiff/Counter-Defendant receives, prepares,  
11 or discovers additional documents that have been requested between the time of the original production of  
12 documents and the time of each evidentiary hearing in this action.

13           8.       The term “you,” its plural or any synonym thereof, and the term “Plaintiff/Counter-  
14 Defendant” are intended to and shall embrace and include in addition to the named answering  
15 Plaintiff/Counter-Defendant Steven Barket, counsel for such party, and all agents, servants, employees,  
16 representatives, investigators and others who are in the possession of or who may have obtained  
17 information for or on behalf of the named Plaintiff/Counter-Defendant.

18           9.       As used throughout these Requests, the term “Plaintiff/Counter-Defendant” refers to Steven  
19 Barket.

20           10.      As used throughout these Requests, the term “Subject Incident” shall refer to the events  
21 which gave rise to the Complaint in the instant matter.

22           11.      If any document requested was formerly in the custody, care or control of Plaintiff/Counter-  
23 Defendant, but has been lost or destroyed, Plaintiff/Counter-Defendant must submit, in lieu of the original  
24 document, a written statement which:  
25  
26  
27  
28

1 (a) Describes in detail the nature of the document and its contents;

2 (b) Identifies the person who prepared or authored the document and, if applicable, the person to  
3 whom the document was sent;

4 (c) Specifies the date on which the document was prepared or transmitted or both;

5 (d) Specifies, if possible, the date on which the document was lost or destroyed, and, if destroyed,  
6 the conditions of or reasons for such destruction and the persons requesting and performing the destruction.  
7

8 12. If any documents otherwise required to be produced by this request are withheld,  
9 Plaintiff/Counter-Defendant shall identify the document by stating its date, author, recipients, and the  
10 reason for withholding.

11 13. Identify the name, address and job title of the Custodian of Record of any document  
12 produced in response to a request contained herein.  
13

#### 14 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

##### 15 **REQUEST NO. 1:**

16 Please produce any and all documents that are identified in your Answers to Dr. Sharda's First Set  
17 of Interrogatories, in addition to any and all documents reviewed by you or anyone acting on your behalf  
18 in the preparation of Answers to the referenced Interrogatories.

##### 19 **REQUEST NO. 2:**

20 Please produce any and all documents in support of the affirmative defenses pled in your August  
21 31, 2017 Answer to Counterclaimants' Counterclaim.

##### 22 **REQUEST NO. 3:**

23 Please produce any and all documents in your possession, or the possession of anyone acting on  
24 your behalf, including, but not limited to, police reports, photographs, recorded statements,  
25 correspondence, emails, text messages, recordings, writings, and/or reports regarding the Subject Incident.  
26  
27  
28

1 **REQUEST NO. 4:**

2 Please produce any and all documents, photographs, surveillance videos, or other evidence that you  
3 intend to use or introduce at the time of trial whether as a demonstrative aid or otherwise.

4 **REQUEST NO. 5:**

5 Please provide any and all expert witness reports for the Subject Incident, including but not limited  
6 to typed reports, handwritten notes, documents relied upon for the expert's opinion, reference material,  
7 correspondence, maps, diagrams, photographs, summaries of interviews or conversations, and videotape  
8 used to form his/her opinion.

9 **REQUEST NO. 6:**

10 Please provide a list of any other cases in which each expert identified by you has testified as an  
11 expert at trial or by deposition, within the preceding four (4) years.

12 **REQUEST NO. 7:**

13 Referring to your Amended Complaint filed August 11, 2017, at paragraph 16, please provide any  
14 documentation which you may have which evidences that you caused to be delivered the sum of one million  
15 dollars (\$1,000,000.00) to Shafik Hirjj and/or Shafik Brown.  
16

17 **REQUEST NO. 8:**

18 Please provide all trust agreements for the unnamed trusts referred to in your Amended Complaint  
19 filed August 11, 2017, at paragraph 17, as "47.5% controlled by a trust," and the trust referenced in the  
20 allegation as "...and 5% controlled by a trust."

21 **REQUEST NO. 9:**

22 Please provide any invoices, billing, receipts, time logs, bank statements, or other documentation  
23 reflecting the investments, benefits, work performed, and other considerations you conveyed upon Shafik  
24 Hirji and/or Shafik Brown which entitled you to the remunerations as referenced in paragraphs 17 through  
25 20 of your Amended Complaint filed August 11, 2017.  
26

27 **REQUEST NO. 10:**

28 Please provide any emails, text messages, or other written documentation to support the allegations  
contained in paragraph 22 of your Amended Complaint filed August 11, 2017.

1 **REQUEST NO. 11:**

2 Please provide copies of operating agreements, minutes of all meetings of members and/or  
3 managers, initial election of officers/managers, removal of officers/managers, resolutions, elections of new  
4 officers/managers, and all other corporate paperwork for the business identified in your August 11, 2017  
5 Amended Complaint as “FF4” and “Sunset.”  
6

7 **REQUEST NO. 12:**

8 Please provide copies of any business license, d/b/a applications, and other such licensures for the  
9 business identified in your August 11, 2017 Amended Complaint as “FF4” and “Sunset.”  
10

11 **REQUEST NO. 13:**

12 Please provide copies of all tax returns filed on behalf of business identified in your August 11,  
13 2017 Amended Complaint as “FF4” and “Sunset.”  
14

15 **REQUEST NO. 14:**

16 Please provide any accounting records, bank statements, wire transfer receipts, withdrawal/deposit  
17 slips, or any other documentation which support the allegations contained in paragraph 23 of your August  
18 11, 2017 Amended Complaint filed August 11, 2017.  
19

20 **REQUEST NO. 15:**

21 Please provide any accounting records, bank statements, wire transfer receipts, withdrawal/deposit  
22 slips, or any other documentation which support the allegations contained in paragraph 24 of your August  
23 11, 2017 Amended Complaint filed August 11, 2017.  
24

25 **REQUEST NO. 16:**

26 Please provide copies of all stock/membership units certificates, ownership interest logs, or other  
27 documentation which evidences your ownership interests in, and that are the “majority owner” of, the  
28 business identified in your August 11, 2017 Amended Complaint as “FF4” or “Sunset.”

1 **REQUEST NO. 17:**

2 Please provide a copy of the “check to a lender [that] bounced” as referenced in your August 11,  
3 2017 Amended Complaint at paragraph 24.

4 **REQUEST NO. 18:**

5 Referring to paragraph 25 of your August 11, 2017 Amended Complaint, please provide any emails,  
6 letters, text messages, or other writings which demonstrate that you asked to see the financial records of  
7 the company referenced by you as “FF4” or “Sunset.”

8 **REQUEST NO. 19:**

9 Referring to paragraph 25 of your August 11, 2017 Amended Complaint, please provide any emails,  
10 letters, text messages, or other writings which demonstrate that Defendants refused to allow you to see the  
11 financial records of the company referenced by you as “FF4” or “Sunset.”

12 **REQUEST NO. 20:**

13 Referring to paragraph 26 of your August 11, 2017 Amended Complaint, please provide a full and  
14 complete copy of the “financials” of the company referenced by you as “FF4” or “Sunset” which were  
15 retrieved by the “new officers” appointed by you.

16 **REQUEST NO. 21:**

17 Please provide copies of any and all written agreements between you and any of the named  
18 Defendants/Counterclaimants named in this action.

19 **REQUEST NO. 22:**

20 Please provide copies of any and all audio or video recordings which you have taken or caused to  
21 be taken of any of the named Defendants/Counterclaimants named in this action. This Request is to  
22 include, but not limited to, telephone conversations between yourself and any of the named  
23 Defendants/Counterclaimants, in-person conversations between yourself and any of the named  
24 Defendants/Counterclaimants, any type of conversations amongst and/or between the named  
25  
26  
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1 Defendants/Counterclaimants, security or surveillance videos taken of any of the named  
2 Defendants/Counterclaimants, and so forth.

3 **REQUEST NO. 23:**

4 Please produce copies of any agreements between you and RepSentry executed or in effect during  
5 the last five (5) years.

6 **REQUEST NO. 24:**

7  
8 Please produce any agreements of any nature which you have entered into with any political  
9 organizations, including but not limited to, the Democratic National Committee.

10 **REQUEST NO. 25:**

11 Please produce any agreements of any nature which you have entered into with attorney Brent  
12 Hatch.

13 **REQUEST NO. 26:**

14  
15 Please produce any licensing contracts, user agreements, or purchase receipts for any “de-listing  
16 software” which you have used in the past five (5) years. For the purposes of this Request, “de-listing  
17 software” refers to computer programs or software which remove websites from Google or other search  
18 engine indexing so that such websites do not readily appear when a certain name or topic is searched.

19 **REQUEST NO. 27:**

20  
21 Please provide copies of any employment or independent contract agreements between you and  
22 Cohen Johnson Parker Edwards which were in place during the past five (5) years.

23  
24 / / /

25  
26 / / /

1 **REQUEST NO. 28:**

2 Please produce copies of all government Form 302 Reports generated by the federal government  
3 regarding or concerning you for all matters during the last five (5).

4 DATED this 31<sup>st</sup> day of May, 2019.

6 /s/: Harold P. Gewerter  
7 HAROLD P. GEWERTER, ESQ.  
8 Nevada Bar No. 499  
9 HAROLD P. GEWERTER, ESQ., LTD.  
10 1212 S. Casino Center Blvd.  
11 Las Vegas, Nevada 89104  
12 Tel: (702) 382-1714  
13 Fax: (702) 382-1759  
14 Email: harold@gewerterlaw.com  
15 Attorneys for Plaintiff

16 **CERTIFICATE OF SERVICE**

17 Certification is hereby made that a true and correct copy of the foregoing  
18 ***DEFENDANT/COUNTERCLAIMANT DR. NAVNEET SHARDA'S FIRST SET OF REQUESTS***  
19 ***FOR PRODUCTION OF DOCUMENTS TO STEVEN BARKET*** was served this 31<sup>st</sup> day of May  
20 2019, in the following manner:

21 **BY ELECTRONIC SERVICE:** Pursuant to Administrative Order 14-2, the above-referenced  
22 document was electronically filed on the date hereof and served through the Notice of Electronic Filing  
23 automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

24 /s/: Sonja K. Howard  
25 An Employee of  
26 HAROLD P. GEWERTER, ESQ., LTD.

# **EXHIBIT “50”**

**Sharda and Trata’s Disclosure  
of Witnesses and Documents  
Pursuant to NRCP 16.1**

1 BRYAN NADDAFI, ESQ.  
2 Nevada Bar No. 13004  
3 OLYMPIA LAW, P.C.  
4 9480 S. Eastern Avenue, Suite #257  
5 Las Vegas, Nevada 89123  
6 Telephone No. (702) 522-6450  
7 Email: bryan@olympialawpc.com  
8 *Attorneys for Navneet Sharda and Trata Inc.*

9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

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

14 Plaintiffs,

15 vs.

16 SHAFIK HIRK, an individual; SHAFIK  
17 BROWN, an individual; and NAVNEET  
18 SHARDA, an individual; FURNITURE  
19 BOUTIQUE, LLC, A Nevada Limited  
20 Liability Company, and DOES 1-X, inclusive  
21 and ROE CORPORATIONS XI through XX,

22 Defendants.

23 NAVNEET SHARDA, an individual;  
24 TRATA, INC., a Nevada corporation;

25 Counterclaimants,

26 Vs.

27 STEVEN BARKEET, an individual,

28 Counterdefendant

Case No.: A-17-756274-C

Dept. No.: 18

29 **NAVNEET SHARDA AND TRATA, INC.'S DISCLOSURE OF WITNESSES AND**  
30 **DOCUMENTS PURSUANT TO NRCP 16.1**

COMES NOW NAVNEET SHARDA AND TRATA, INC. (hereafter the “Parties”),  
by through their attorney BRYAN NADDAFI, ESQ. of OLYMPIA LAW, P.C., and submits  
their Disclosure Statement pursuant to NRCP Rule 16.1, as follows:

**LIST OF WITNESSES**

The following are the list of persons who are presently known or reasonably believed  
to have knowledge of any facts relevant to the allegations of any pleading filed by any party  
to the action, including persons having knowledge of the allegations or knowledge of  
impeachment evidence”

1. Navneet Sharda  
c/o Bryan Naddafi, Esq.  
OLYMPIA LAW, P.C.  
9480 S. Eastern Avenue, Suite #257  
Las Vegas, Nevada 89123

Mr. Sharda will testify to the facts and circumstances alleged in the Complaint and  
Counterclaim.

2. Person(s) Most Knowledgeable of TRATA, INC.,  
c/o Bryan Naddafi, Esq.  
OLYMPIA LAW, P.C.  
9480 S. Eastern Avenue, Suite #257  
Las Vegas, Nevada 89123

The Person(s) most knowledgeable for TRATA, INC is/are expected to provide  
testimony relating to the facts and circumstances surrounding the subject of the Complaint  
and Counterclaim.

3. Person(s) Most Knowledgeable of G65 Ventures, LLC.,  
c/o MCDONALD LAW OFFICES

2451 W. Horizon Ridge Pkwy., #120  
Henderson, Nevada 89052

The Person(s) most knowledgeable for G65 Ventures, LLC is/are expected to provide testimony relating to the facts and circumstances surrounding the subject of the Complaint.

4. Steven Barket,  
c/o MCDONALD LAW OFFICES  
2451 W. Horizon Ridge Pkwy., #120  
Henderson, Nevada 89052

Mr. Barket will testify to the facts and circumstances alleged in the Complaint and Counterclaim.

The Parties reserve the right to amend this list to add additional witnesses during discovery as said witnesses become available.

#### **LIST OF DOCUMENTS:**

At this stage of litigation, the Parties have no new or non-redundant documentation to produce. However, the Parties reserve the right to supplement this list to add additional documents during discovery as said documents become available.

#### **DAMAGES**

The Parties reserve the right to supplement their damage calculations upon further discovery.

#### **INSURANCE AGREEMENTS**

The Parties are unaware of any insurance agreements that would compensate them for any injuries in this matter nor do they believe that there are any insurance policies would apply to the claimed damages against Counterdefendant.

1 DATED this 13th day of June 2018.

2 OLYMPIA LAW, P.C.

3  
4 /s/ BRYAN NADDAFI  
5 BRYAN NADDAFI, ESQ.  
6 Nevada Bar No. 13004  
7 9480 S. Eastern Avenue, Suite #257  
8 Las Vegas, Nevada 89123  
9 Telephone No. (702) 522-6450  
Email: bryan@olympialawpc.com  
Attorneys for Navneet Sharda and Trata Inc.

10 **CERTIFICATE OF SERVICE**

11 The undersigned hereby certifies on June 13, 2018, a true and correct copy of  
12 **NAVNEET SHARDA AND TRATA, INC.'S DISCLOSURE OF WITNESSES AND**  
13 **DOCUMENTS PURSUANT TO NRCP 16.1** was served to the following at their last  
14 known address(es), facsimile numbers and/or e-mail/other electronic means, pursuant to:

15  
16        **BY MAIL:** N.R.C.P. 5(b), I deposited by first class United States  
mailing, postage prepaid at Henderson Nevada;

17  
18        **BY FAX:** E.D.C.R. 7.26(a), I served via facsimile at the  
telephone number provided for such transmissions.

19  
20        **BY MAIL AND FAX:** N.R.C.P 5(b), I deposited by first class  
United States mail, postage prepaid in Henderson, Nevada; and via  
facsimile pursuant to E.D.C.R. 7.26(a)

21  
22 X **BY E-MAIL AND/OR ELECTRONIC MEANS:** N.R.C.P.  
23 5(b)(2)(D) and addresses (s) having consented to electronic service, I  
24 via e-mail or other electronic means to the e-mail address(es) of the  
addressee(s).

▼ **Party: Steven Barket - Plaintiff**

Brandon McDonald

Brandon@mcdonaldlawyers.com

▼ **Party: Shafik Hirji - Defendant**

Daniel Marks

Office@danielmarks.net

▼ **Party: G65 Ventures LLC - Plaintiff**

Brandon McDonald

brandon@mcdonaldlawyers.com

▼ **Party: Shafik Brown - Defendant**

Danie Marks

Office@danielmarks.net

▼ **Party: Navneet Sharda - Defendant**

Luz Garcia

nvrec@olympialawpc.com

Bryan Naddafi

bryan@olympialawpc.com

Kurt Naddafi

kurt@olympialawpc.com

▼ **Party: Furniture Boutique LLC - Defendant**

Daniel Marks

office@danielmarks.net

▶ **Party: Steven Barket - Counter Defendant**

▼ **Party: Navneet Sharda - Counter Claimant**

Luz Garcia

nvrec@olympialawpc.com

Bryan Naddafi

bryan@olympialawpc.com

Bryan Naddafi

bryan@sterlingkerlaw.com

Kurt Naddafi

kurt@olympialawpc.com

▼ **Party: Trata Inc. - Counter Claimant**

Luz Garcia

nvrec@olympialawpc.com

Bryan Naddafi

bryan@olympialawpc.com

Kurt Naddafi

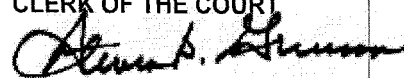
kurt@olympialawpc.com

/s/ BRYAN NADDAFI  
An employee of OLYMPIA LAW, P.C.



# **EXHIBIT “51”**

**October 29, 2020 Notice of  
Constable’s Sale of Real and  
Personal Property**



**NOTC**

Robert S. Qualey, Esq.  
Nevada Bar No.: 3570  
QUALEY LAW GROUP, INC.  
2320 Paseo Del Prado Ste. B-205  
Las Vegas, NV 89102  
Telephone: (702) 474-6677  
Fax: (702) 474-6676  
Email: [rqualey@qualeylawfirm.com](mailto:rqualey@qualeylawfirm.com)

Charles E. ("CJ") Barnabi Jr., Esq.  
THE BARNABI LAW FIRM, PLLC  
Nevada Bar No.: 14477  
375 E. Warm Springs Road, Ste. 104  
Las Vegas, NV 89119  
Telephone: (702) 475-8903  
Fax: (702) 966-3718  
Email: [cj@barnabilawfirm.com](mailto:cj@barnabilawfirm.com)

*Attorneys for Plaintiff, First Financial Bank*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FIRST FINANCIAL BANK

Plaintiff,

vs.

BDS AND SON, LLC a Nevada Limited liability company; BAM DEV SHARDA, an individual; NAVNEET N. SHARDA, an individual, and PRABHAT, LLC, a Delaware limited liability company,

Defendant(s).

Case No.: A-11-633282-B

Dept. No.: XI

**NOTICE OF CONSTABLE'S SALE OF  
REAL AND PERSONAL PROPERTY**

By virtue of the Writs of Execution issued out of and under the seal of the District Court, Clark County, Nevada, upon the Final Judgment, entered on December 6, 2011 in favor of First Financial Bank, as judgment creditor and against BDS and Son, LLC, Bam Dev Sharda, Navneet N. Sharda and Prabhat, LLC, as judgment debtors in the above-captioned case in the amount of \$4,581,793.04 with a present net balance of \$7,989,643.38 plus accruing interest and costs which

Writ of Executions were directed and delivered to me as Constable in and for the Township of Laughlin, Clark County, Nevada, I have levied upon all of the right, title, claim and interest of judgment debtors in the below described property:

1. The following described real property: "HARMON OFFICE COMPLEX PLAT BOOK 83 PAGE 52 PT UNNUMBERED LOT GEOID: PT N2 SW4 SEC 19 21 62" Parcel No. 161-19-318-007 ("Harmon Office Complex"), owned by B D S & SON LLC. Any and all personal property owned by BDS and Son, LLC, BAM DEV SHARDS, NAVNEET N. SHARDA, and/or PRABHAT, LLC, real property located at 3509 E Harmon Ave, Las Vegas, Nevada 89121. See Exhibit 1, Assessor's Aerial Map. **Sale Date and Time: November 24, 2020 at 2:00 p.m.**
2. The following described real property: "GOV LOT 42 GEOID: PT N2 NE4 SEC 06 20 60" Parcel No. 138-06-503-030 ("GOV Lot 42"), owned by Prabhat LLC, raw land located at the intersections of W Lone Mountain Road and N Fort Apache Rd, Las Vegas, Nevada. See Exhibit 2, Assessor's Aerial Map. **Sale Date and Time: November 24, 2020 at 2:10 p.m.**
3. Choses in action, confessions of judgment, etc. specifically in Case No. A-15-724741-C filed with the Eighth Judicial District Court, Clark County Nevada. The Complaint was filed by Navneet Sharda against Steven Seldon, Orah Seldon and Daniel Nicherie on September 16, 2015. **Sale Date and Time: November 24, 2020 at 2:20 p.m.**
4. Choses in action, confessions of judgment, etc., specifically in Case No 2:16-cv-02233-JCM-EJY filed with the United States District Court, District of Nevada. The Complaint was filed by Navneet Sharda against Sunrise Hospital and Medical Center, LLC and The Board of Trustees of Sunrise Hospital on September 22, 2016. **Sale Date and Time: November 24, 2020 at 2:30 p.m.**
5. Choses in action, confessions of judgment, etc. specifically in Case No. A-17-756274-C filed with the Eighth Judicial District Court, Clark County Nevada. A Counterclaim was filed against the Plaintiffs, Steven Barket and G65 Ventures, LLC in the case by Navneet Sharda. **Sale Date and Time: November 24, 2020 at 2:40 p.m.**

NOTICE IS HEREBY GIVEN that I, the undersigned Constable of the Township of Laughlin, Clark County, Nevada, will sell at public auction to the highest bidder, without warranty, express or implied all of the right, title, claim and interest of judgment debtors, BDS and Son, LLC, Bam Dev Sharda, Navneet N. Sharda and Prabhat, LLC, in and to all of their claims of interest in the above-mentioned real and personal property as identified above case,

1 and all related claims, or as much thereof as may be necessary to satisfy said judgment and writs  
2 of execution, together with interest and costs thereon, on November 24, 2020 at 2:00 p.m., 2:10  
3 p.m., 2:20 p.m., 2:30 p.m. and 2:40 p.m. at the North front steps of the North entrance to the  
4 Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada.

5 Dated this 29<sup>th</sup> day of October 2020.

7 JORDAN ROSS, Constable of Laughlin Township,  
8 Clark County Nevada

9 By: /s/ Jordan Ross  
10 Constable

11 Submitted by:  
12 THE BARNABI LAW FIRM, PLLC

13 /s/ CJ Barnabi  
14 Charles E. ("CJ") Barnabi Jr., Esq.  
15 Nevada Bar No.: 14477  
16 375 E. Warm Springs Road, Ste. 104  
17 Las Vegas, NV 89119

18 Robert S. Qualey, Esq.  
19 Nevada Bar No.: 3570  
20 QUALEY LAW GROUP, INC.  
21 2320 Paseo Del Prado Ste. B-205  
22 Las Vegas, NV 89102

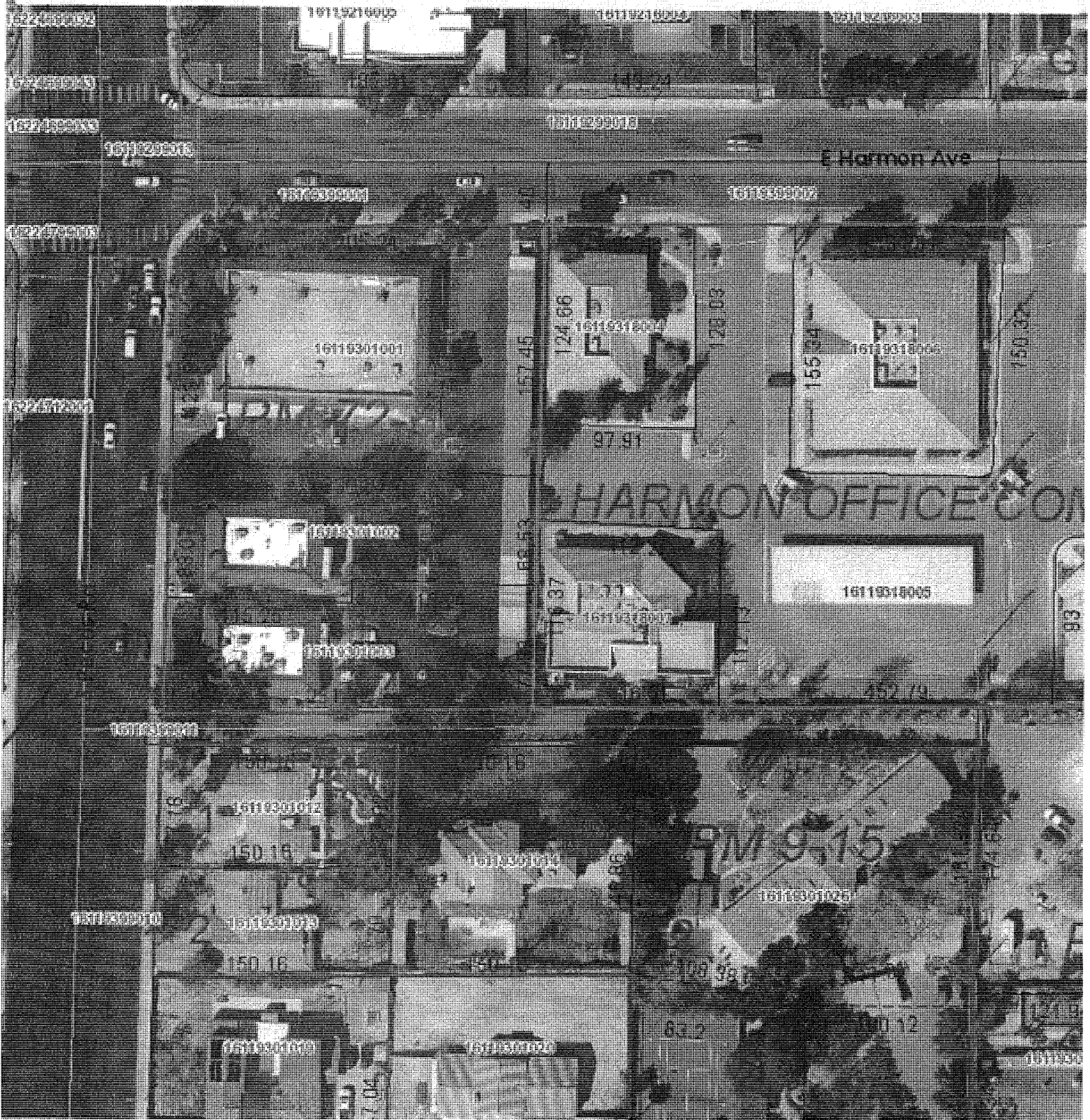
23 *Attorneys for Plaintiff, First Financial Bank*  
24  
25  
26  
27  
28

# **EXHIBIT 1**

685

≡ 161-19-318-007

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# **EXHIBIT “52”**

November 20, 2020

Correspondence to Constable

# DANIEL MARKS

Attorneys at Law

610 South Ninth Street

Las Vegas, Nevada 89101

e-mail: office@danielmarks.net

(702) 386-0536

Fax (702) 386-6812

Daniel Marks  
Adam Levine  
Nicole Young  
Teletha L. Zupan

November 20, 2020

**Via Facsimile (702) 298-7482**

Jordan Ross  
Office of the Ex-Officio Constable  
for the Township of Laughlin,  
Clark County, Nevada  
55 Civic Way  
Laughlin, Nevada 89029

Re: Constable's Sale of Real and Personal Property in Case No. A-11-633282-B, First Financial Bank v. BDS and Son, LLC, Bam Dev Sharda, Navneet Sharda, and Prabhat, LLC set for November 24, 2020 at 2:40 p.m.

Dear Mr. Ross:

This correspondence shall serve to inform you that the Court recently issued a decision in Eighth Judicial District Court Case No. A-17-756274-C, Steven Barket and G65 Ventures, LLC v. Navneet Sharda, et al., dismissing the action with prejudice. Further, the court clarified that each and every Confession of Judgment pertaining to the loans alleged by Plaintiff, have been adjudicated and declared void. (See November 19, 2020, Minute Order attached hereto as Exhibit "1").

These Confessions of Judgment are currently set for the Constable's Sale on November 24, 2020 at 2:40 p.m. in the above referenced matter in connection with Case No. A-17-756274-C, Steven Barket and G65 Ventures, LLC v. Navneet Sharda. Accordingly, these Confessions of Judgment should be removed from the sale because they have been adjudicated, declared void, and the claims pertaining to the loans have been dismissed with prejudice. (See Exhibit "1").

Very truly yours,  
LAW OFFICE OF DANIEL MARKS

  
TELETHA ZUPAN

cc: Shafik Hirji; Robert S. Qualey, Esq. via facsimile (702) 474-6676; and Charles Barnabi via facsimile (702) 966-3718.

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JA002124



**EXHIBIT “1”**  
**November 19, 2020, Minute**  
**Order**

A-17-756274-C

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Intentional Misconduct****COURT MINUTES****November 19, 2020**

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

November 19, 2020      3:00 AM      Minute Order

HEARD BY: Earley, Kerry      COURTROOM: Chambers

COURT CLERK: Nylasia Packer

**JOURNAL ENTRIES**

THIS MATTER came before the Court on Plaintiffs Motion for Entry of Confession of Judgment, filed January 19, 2020; Defendants Opposition to Plaintiff s Motion for Entry of Confession of Judgment and Countermotion for Sanctions Pursuant to EDCR 7.60, filed February 12, 2020; Plaintiffs Reply in Support of Motion for Entry of Confession of Judgment<sup>1</sup> and Opposition to Countermotion For Sanctions, filed March 11, 2020; Plaintiffs Motion for Sanctions Pursuant to NRCP 11, filed May 1, 2020; Defendants' Opposition to Plaintiffs' Motion for Sanctions Pursuant to NRCP 11, filed May 22, 2020; Defendant s Reply to Countermotion for Sanctions Per EDCR 7.60 Pertaining to Plaintiffs Motion for Entry of Judgment, filed October 13, 2020; Defendants Motion to Dismiss With Prejudice and for Related Relief, filed on July 29, 2020; Plaintiffs Opposition thereto filed September 2, 2020; and Defendant s Reply filed October 13, 2020.

THE COURT having reviewed the matter, including all points and authorities, and exhibits, and good cause appearing, hereby issues its decision.

**I. Plaintiffs Motion for Entry of Confession of Judgment**

Plaintiffs motion essentially seeks reconsideration of this Court s Order entered on May 17, 2019 in Case No. A-18-770121-C, which was consolidated with this matter (Case No.: A-17-756274-C), wherein the Court hold that the Confession of Judgment dated November 21, 2016 for \$100,000 plus interest was void under NRCP 60(b). This Court set aside and vacated the Confession of Judgment, granted Defendants motion for stay of execution, and consolidated the two matters.

The same Confession of Judgment was addressed by Judge Cory in Case No.: A-19-806944-C during a hearing held on January 29, 2020. Pursuant to Judge Cory s Order entered on February 21, 2020,

PRINT DATE: 11/19/2020

Page 1 of 6

Minutes Date: November 19, 2020

Defendants Emergency Motion to Vacate the Confession of Judgment Pursuant To NRCP 60(b); to Quash Any and All Writs of Execution and/or Garnishment Pursuant to NRCP 60(b) Because the Judgment was Obtained by Fraud; to Stay All Collection Activity, Including Writs of Execution; for Attorney's Fees and Costs; and to Dismiss [the] Action With Prejudice, was granted and the matter was dismissed with prejudice. Judge Cory noted that the Confession of Judgment was the same as was previously filed in this case.

EDCR 2.24(b) states that a party seeking reconsideration of a ruling of the court must file a motion for such relief within 14 days after service of written notice of the order. A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous. *Masonry & Tile Contractors Ass'n of S. Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

THE COURT FINDS that to the extent that Plaintiff s motion seeks reconsideration of this Court s May 15, 2019 Order, the motion is untimely under EDCR 2.24.

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

Therefore, IT IS HEREBY ORDERED that Plaintiffs Motion for Entry of Confession of Judgment is DENIED WITH PREJUDICE.

## II. Defendants Countermotion for Sanctions Pursuant to EDCR 7.60

Defendants request sanctions under EDCR 7.60. Defendants argue that Plaintiffs motion is frivolous motion and unnecessarily multiplies proceedings in a case to increase costs because Plaintiffs blatantly disregarded for this Court s April 25, 2019 Order (which was entered on May 17, 2019). On December 13, 2019, Plaintiffs re-filed the same voided Confession of Judgment in the new action Case No. A-19-806944-C before Judge Cory and began to execute upon it, and attempted to take a third bite at the apple by filing the pending motion to enforce the same voided confession of judgment for a third time.

EDCR 7.60(b) states that the court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney's fees when an attorney or a party without just cause: (1) Presents to the court a motion or an opposition to a motion which is obviously frivolous, unnecessary or unwarranted; [ ] or (3) So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously.

Despite the district court s broad discretion to impose sanctions, a district court may only impose sanctions that are reasonably proportionate to the litigant s misconduct. Proportionate sanctions are

those which are roughly proportionate to sanctions imposed in similar situations or for analogous levels of culpability. *Emerson v. Eighth Judicial Dist. Court of State, ex rel. Cty. of Clark*, 127 Nev. 672, 681, 263 P.3d 224, 230 (2011) (internal citations and quotations omitted).

THE COURT exercises its discretion and finds that an award of sanctions is not warranted at this time.

Therefore, IT IS HEREBY ORDERED that Defendants Counter-motion for Sanctions Pursuant to EDCR 7.60 is DENIED.

### III. Plaintiffs Motion for Sanctions Pursuant to NRCP 11

Plaintiffs seek NRCP 11 sanctions on the basis that Defendants Shafik Hirji and Shafik Brown and their counsels have allegedly knowingly, purposefully and intentionally misrepresented the nature of payments made by them to Steven Barket and Michael Ahders, because said arguments are false, have no merit, and are without any evidentiary support.

The decision to award sanctions is within the district court's sound discretion and will not be overturned absent a manifest abuse of discretion. *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330, 130 P.3d 1280, 1288 (2006).

While Rule 11 sanctions should be imposed for frivolous actions, but they should not be imposed where the sanctions would have a chilling effect and discourage attorneys from exercising imagination and perseverance on behalf of their clients. *Marshall v. Eighth Judicial Dist. Court In & For Cty. of Clark*, 108 Nev. 459, 465, 836 P.2d 47, 52 (1992).

THE COURT FINDS no legal basis for an award of Rule 11 sanctions against Defendants or defense counsel.

Therefore, IT IS HEREBY ORDERED that Plaintiffs Motion for Sanctions Pursuant to NRCP 11 is hereby DENIED.

IT IS HEREBY FURTHER ORDERED that Defendants request for reasonable attorney's fees and costs pursuant to EDCR 7.60(b) for having to oppose Plaintiffs Motion is DENIED.

### IV. Defendants Motion to Dismiss With Prejudice and for Related Relief

Defendants argue that this matter should be dismissed with prejudice pursuant to NRCP 41 (e)(6) and/or for abuse of process; that Plaintiff Steven Barket should be deemed a vexatious litigant; Defendants request a permanent injunction to issue to requiring Plaintiff Steven Barket to remove all websites regarding the Defendants, their family, their friends, and/or their counsel and enjoin Barket

from posting any new websites against such persons; and award Defendants attorney s fees and costs for having to defend against Plaintiffs frivolous actions.

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

On July 29, 2017 the parties entered into a Settlement Agreement in which Defendant (Sharda) allegedly would assign all rights, title and interest in the five promissory notes to Plaintiff or his assigns. The Settlement Agreement is part of the action currently pending before Judge Williams in Case No. A-15-712697-C. At the hearing held on March 17, 2020, Judge Williams denied Plaintiffs motion to enforce the Settlement Agreement. An Evidentiary Hearing is currently set in that matter for March 29, 2021.

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

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

As stated above, on May 17, 2019 this Court voided the Confession of Judgment associated with Loan No. 2, dated November 21, 2016 in the amount of \$100,000.

#### Issue Preclusion vs. Collateral Estoppel

Moreover, issue preclusion, or collateral estoppel, may be implicated when one or more of the parties to an earlier suit are involved in subsequent litigation on a different claim. Issues that were determined in the prior litigation arise in the later suit. If the common issue was actually decided and necessary to the judgment in the earlier suit, its relitigation will be precluded. *Univ. of Nevada v. Tarkanian*, 110 Nev. 581, 598 99, 879 P.2d 1180, 1191 (1994).

On the other hand, claim preclusion, or merger and bar, is triggered when a judgment is entered. *Id.* While issue preclusion is implicated when the parties to an earlier suit are involved in a subsequent litigation on a different claim, claim preclusion applies when a valid and final judgment on a claim precludes a second action on that claim or any part of it. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271, 1275 (2020) citing *Univ. of Nevada v. Tarkanian*, 110 Nev. at 598-99, 879 P.2d at 1191.

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

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

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

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

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

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

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

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

Therefore, IT IS HEREBY ORDERED that this matter is DISMISSED WITH PREJUDICE and the remaining issues in Defendants motion are DENIED as MOOT.

Counsel for Defendants shall prepare the orders in compliance with EDCR 7.21 and Administrative Order 20-17, and submit to opposing counsel for approval as to form and content.

CLERK S NOTE: Counsel are to ensure a copy of the forgoing minute order is distributed to all interested parties; additionally, a copy of the foregoing minute order was distributed to the registered service recipients via Odyssey eFileNV E-Service (11-19-20).

**DOCUMENT “37”**

**DOCUMENT “37”**





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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

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

Plaintiffs,

vs.

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

Defendants.

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

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counterdefendant.

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

Counter-Claimants,

vs.

STEVEN BARKET, an individual,

Counter-Defendant.

**DEFENDANTS' OPPOSITION TO  
COUNTERDEFENDANTS'  
LIMITED JOINDER TO  
COUNTERCLAIMANTS' MOTION  
FOR CLARIFICATION, AND/OR  
IN THE ALTERNATIVE, MOTION  
FOR RELIEF, RECONSIDERATION,  
AND/OR TO ALTER OR AMEND  
JUDGMENT AND COUNTERMOTION  
TO STRIKE COUNTERDEFENDANTS'  
UNTIMELY JOINDER**

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

1 MICHAEL AHDERS, an individual,

2 Plaintiff,

3 vs.

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

7 Defendants.  
8 \_\_\_\_\_ /

9 **DEFENDANTS' OPPOSITION TO COUNTERDEFENDANTS' LIMITED**  
10 **JOINDER TO COUNTERCLAIMANTS' MOTION**  
11 **FOR CLARIFICATION, AND/OR IN THE ALTERNATIVE,**  
12 **MOTION FOR RELIEF, RECONSIDERATION, AND/OR**  
13 **TO ALTER OR AMEND JUDGMENT AND**  
14 **COUNTERMOTION TO STRIKE COUNTERDEFENDANTS'**  
15 **UNTIMELY JOINDER**

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

24 DATED this 13th day of January, 2021.

25 LAW OFFICE OF DANIEL MARKS

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

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. STATEMENT OF FACTS:**

3 For purposes of brevity, Defendants, incorporate by reference herein the statement of  
4 facts from their Opposition to Defendant/Counterclaimants' Motion For Clarification, And/or in  
5 the Alternative, Motion for Relief, Reconsideration, And/or To Alter or Amend Judgment. All  
6 references to Exhibits are contained within the Appendices for Defendants' Opposition to  
7 Defendant/Counterclaimants' Motion For Clarification, And/or in the Alternative, Motion for  
8 Relief, Reconsideration, And/or To Alter or Amend Judgment, which were filed on January 11,  
9 2021.

10 On December 28, 2020, Defendant/Counterclaimants' filed a Motion For Clarification,  
11 And/or in the Alternative, Motion for Relief, Reconsideration, And/or To Alter or Amend  
12 Judgment. (See Defendant/Counterclaimants' Motion For Clarification, And/or in the  
13 Alternative, Motion for Relief, Reconsideration, And/or To Alter or Amend Judgment filed  
14 December 28, 2020.) Ten days later, Barket filed Counterdefendants' Limited Joinder to  
15 Defendant/Counterclaimants' Motion For Clarification, And/or in the Alternative, Motion for  
16 Relief, Reconsideration, And/or To Alter or Amend Judgment on January 7, 2021. Therefore,  
17 this Court should strike Barket's Limited Joinder pursuant to the Nevada Rules of Civil  
18 Procedure (hereafter "NRCPP"), Rule 12(f), as immaterial or impertinent because it was not filed  
19 before the January 4, 2021 deadline in accordance with Eighth Judicial District Court Rule  
20 (hereafter "EDCR") 2.20(d).

21 This Court should deny Plaintiff/Counterdefendant, Steven Barket's (hereafter "Barket")  
22 limited joinder to counterclaimants' motion for clarification, and/or in the alternative, motion for  
23 relief, reconsideration, and/or alter or amend judgment for the following reasons. Barket does not  
24 have standing to assert claims regarding the promissory notes and/or the breach of agreement.

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1 **II. LEGAL ARGUMENT:**

2 **1. This Court Should Strike Barket's Untimely Limited Joinder Pursuant to**  
3 **EDCR 2.20(d).**

4 Pursuant to NRCP 12(f), this Court has the discretion to strike an immaterial or  
5 impertinent pleading. Pursuant to EDCR 2.20(d), a written joinder must be filed within seven (7)  
6 days after service of the motion. EDCR 2.20(d) states:

7 Within 7 days after service of the motion, **a nonmoving party may file written**  
8 **joinder** thereto, together with a memorandum of points and authorities and any  
9 supporting affidavits. If the motion becomes moot or is withdrawn by the movant,  
10 the joinder becomes its own stand-alone motion and the court shall consider its  
points and authorities in conjunction with those in the motion. A joining  
nonmoving party may designate "Hearing Requested" if no hearing has already  
been requested by the moving party, and the clerk shall set the matter for hearing.

11 (See EDCR 2.20(d)).

12 On December 28, 2020, Defendant/Counterclaimants' filed a Motion For Clarification,  
13 And/or in the Alternative, Motion for Relief, Reconsideration, And/or To Alter or Amend  
14 Judgment. (See Defendant/Counterclaimants' Motion For Clarification, And/or in the  
15 Alternative, Motion for Relief, Reconsideration, And/or To Alter or Amend Judgment filed  
16 December 28, 2020.) Ten days later, Barket filed Counterdefendants' Limited Joinder to  
17 Defendant/Counterclaimants' Motion For Clarification, And/or in the Alternative, Motion for  
18 Relief, Reconsideration, And/or To Alter or Amend Judgment on January 7, 2021. Therefore,  
19 this Court should strike Barket's Limited Joinder pursuant to the Nevada Rules of Civil  
20 Procedure (hereafter "NRCP"), Rule 12(f), as immaterial or impertinent because it was not filed  
21 before the January 4, 2021 deadline in accordance with Eighth Judicial District Court Rule  
22 (hereafter "EDCR") 2.20(d).

23 **2. Barket Did Not Have Standing to File the Pending Limited Joinder to Sharda**  
24 **and Trata's Motion.**

25 This Court should deny Barket's Limited Joinder to Defendant/Counterclaimants' Motion  
26 For Clarification, And/or in the Alternative, Motion for Relief, Reconsideration, And/or To Alter  
27 or Amend Judgment because Barket does not have standing to file the pending motion relating to  
28 the promissory notes or breach of agreement. Barket's Motion to Enforce the Settlement

1 Agreement and Motion to Amend Prior Judgment in the *Gordon Silver* action to have Judge  
2 Williams to Order Sharda to assign the original \$1,500,000 in promissory notes and COJs to  
3 Barket that was filed on January 20, 2020, is still pending an evidentiary hearing and  
4 adjudication by Judge Williams in Department XVI. (See Plaintiff's Motion to Enforce the  
5 Settlement Agreement and Motion to Amend Prior Judgment attached as Exhibit "37" at pp.  
6 1:19-23, 2:5-6, 2:9-12, 6:9-14; 7:16-19, 8:6-7 and 9:3 and 9:5-8; Opposition to Plaintiff's Motion  
7 to Enforce the Settlement Agreement and Motion to Amend Prior Judgment attached as Exhibit  
8 "38" at pp. 3:1-8, 4:26-28). Therefore, Barket does not have standing to pursue the limited  
9 opposition regarding the promissory notes and breach of agreement as his alleged rights are  
10 pending an adjudication by Judge Williams.

11 **3. This Court Should Deny Barket's Request for Clarification.**

12 This Court should deny Barket's request for clarification because there was no ambiguity  
13 in the order, clerical error, or administrative error. The Nevada Supreme Court has held that the  
14 district court only has inherent authority to construe its judgment and decrees to remove any  
15 ambiguity, but cannot do so in the absence of an ambiguity. See *Mizrachi v. Mizrachi*, 132 Nev.  
16 666, 673, 385 P.3d 982, 987 (2016) citing *Kishner v. Kishner*, 93 Nev. 220, 225-226, 562 P.2d  
17 493, 496 (1977). The court explained that for an ambiguity to exist there must be a provision  
18 that is capable of more than one reasonable interpretation.

19 Barket is not seeking clarification. Barket is seeking a modification of Judge Earley's  
20 clear and unambiguous final order dismissing this matter, along with any claims that were or any  
21 part of them that **could have been brought in the prior cases** with prejudice. Barket seeks to  
22 have the promissory notes and agreements related to each COJs excluded from Judge Earley's  
23 final order dismissing this matter with prejudice. However, Judge Earley was aware from the  
24 history of this consolidated action and the various other related proceedings before Judge Cadish,  
25 Judge Williams, and Judge Cory, of Barket and Sharda's secret side deals, fraud, sham defaults,  
26 and the other improper actions taken to advance their heinous schemes to gain a strategic  
27 advantage over the Defendants.

28 ////

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

11 The claims regarding the promissory notes and agreements could and should have been  
12 asserted in the COJ actions before Judge Cadish, Judge Williams, and Judge Cory. However,  
13 Barket and Sharda engaged in heinous schemes to circumvent this litigation to gain a strategic  
14 advantage over the Defendants. Their unsavory actions now as a matter of law pursuant to the  
15 *doctrine of res judicata* preclude them from pursuing this matter further. Therefore, based upon  
16 the unique facts of this case, this Court should deny Barket's request for clarification because  
17 there was no ambiguity or clerical error.

18 **4. This Court Should Deny Barket's Request for Relief from the December 4,**  
19 **2020 Statistical Case Closure Pursuant to NRCP 60.**

20 As discussed in the preceding section, which is incorporated herein by reference, there  
21 was a final judgment entered in this case, which applies to the promissory notes and any claim  
22 for breach of contract. Judge Earley clearly and unambiguously stated that she was dismissing  
23 this matter with prejudice. (See Amended Notice of Entry of Order filed December 14, 2020 at p.  
24 11-12). Therefore, this Court should deny Barket's request for relief from the December 4, 2020  
25 case closure.

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1           **5.     There Was No Clerical Error Because The Court’s Final Order Dismissed**  
2           **The Case With Prejudice Pursuant to the *Doctrine of Res Judicata*.**

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

9           **6.     This Court Should Deny Barket’s Request for Reconsideration Pursuant to**  
10           **EDCR 2.24(b).**

11          EDCR 2.24 states:

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

26          Barket erroneously cites EDCR 2.24 to argue, “a motion for reconsideration is warranted  
27 if substantially different evidence is subsequently introduced or the decision is clearly erroneous.  
28 EDCR 2.24 expressly precludes a party from seeking reconsideration of a ruling for orders which  
may be addressed by motion pursuant to NRCP 50(b), 52(b), 59 or 60, which is bolded and  
underlined above for emphasis. NRCP 50(b), 52(b), and 59 do not apply to this case because  
each rule applies in cases where the trial has already occurred. NRCP 60(b) allows a party to seek  
relief from a judgment or order. However, it is asserted on page 13:20 of the initial motion that

1 Barket joined, that a clerical error must have been made to dismiss the promissory notes and  
2 breach of contract claims pursuant to NRCP 60(a), which lacks merit.

3 Barket cites to *Masonry & Tile Contractors Ass'n of S. Nevada v. Jolley, Urga & Wirth,*  
4 *Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997) to assert that Judge Earley's final Order was  
5 clearly erroneous to the extent that it applies to the promissory notes and breach of contract  
6 claims. However, in *Masonry*, the Court held that Judge Breen properly determined that Judge  
7 Handelsman's decision was "clearly erroneous" as the Promotion Fund dispute was not arbitrable  
8 as a matter of law. *Id.* at 741. The same cannot be said for this case for the reasons that were  
9 previously discussed above in section 2, which are incorporated herein by reference. Therefore,  
10 this Court should deny Barket's request for reconsideration pursuant to EDCR 2.24(b).

11 **7. Barket's Claims are Barred by the Doctrine of Res Judicata.**

12 The federal authority that Barket cites to may be considered as persuasive authority, but it  
13 is not binding on this Court. Although, The Nevada Supreme Court's holding and the three-part  
14 test it adopted in *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d 709 (2008) for claim  
15 preclusion is binding. Pursuant to that test claim preclusion applies if: (1) the parties or their  
16 privies are the same, (2) the final judgment is valid, and (3) the subsequent action is based on the  
17 same claims or any part of them that were or could have been brought in the first case. Further,  
18 the Nevada Supreme Court has held that the *doctrine of res judicata* precludes parties or those in  
19 privity with them from relitigating a cause of action or an issue which has been finally  
20 determined by a court of competent jurisdiction. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev. Adv.  
21 Op. 40, 466 P.3d 1271, 1275 (2020). The doctrine is intended to prevent multiple litigation  
22 causing vexation and expense to the parties and wasted judicial resources by precluding parties  
23 **from relitigating issues they could have raised** in a prior action concerning the same  
24 controversy. *Id.* Therefore, the *doctrine of res judicata* precludes the parties in this case from  
25 relitigating these claims or any claims that could have been brought.

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1 It is disingenuous for Barket to assert that the promissory notes and breach of contract is  
2 not related to the five loans or confessions of judgment that Judge Cadish declared void by final  
3 order. (See Sharda and Trata's Motion on p. 15:16-21 and 24-25). The promissory notes and  
4 breach of contract claims are irrefutably related to the COJ that were held to be void by Judge  
5 Cadish, Judge Williams, and Judge Cory's final orders. Any claims based on the promissory  
6 notes or breach of contract is precluded by the final orders regarding the five Confession of  
7 Judgments pertaining to the loans alleged by Barket in this action as follows:

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

10 Loan No. 2: November 21, 2016 in the amount of \$100,000 declared void by this Court  
11 in Case No. A-18-770121-C, Order entered May 15, 2019, and declared  
12 void by Judge Cory in Case No.: A-19-806944-C, Order entered February  
13 21, 2020;

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

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

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

20 (See Exhibit "26").

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

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1 Judge Cadish, Judge Williams, and Judge Cory's Orders are valid and final judgments  
2 relating to Trata's COJs, Cancer Care's COJs, and Ahders' COJ, which are derived from the  
3 alleged loans in issue in this action. The promissory notes and breach of contract claims Barket  
4 seeks to exclude from the dismissal arises in connection with the loans Barket alleged and COJs.  
5 Therefore, it is based on the same claims or any part of them that were or **could have been**  
6 **brought in the actions before Judge Cadish, Judge Williams, and Judge Cory.** Therefore,  
7 Judge Earley properly dismissed this matter along with any claims that were or could have been  
8 asserted, which are precluded by the *doctrine of res judicata*.

9 With regards to the promissory notes and breach of contract claims, Barket  
10 misapprehends the clear and binding Nevada law regarding the scope and application of *doctrine*  
11 *of res judicata*. As the Nevada Supreme Court explained in *Five Star Capital Corp.*, claim  
12 preclusion applies to all claims that were or **could have been raised in the initial case** to  
13 preclude an entire second suit. Nothing precluded Barket from asserting and pursuing claims based  
14 on the promissory notes or breach of contract in the Trata action before Judge Cadish, the Cancer  
15 Care action before Judge Williams, or the Ahders' action before Judge Cory. Therefore, Judge  
16 Earley properly dismissed this matter along with all claims that were or could have been asserted  
17 because the claims are precluded by the *doctrine of res judicata*.

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

22 **8. This Court Should Deny Barket's Request to Alter or Amend Judgment**  
23 **Pursuant to NRCP 59(e).**

24 As previously stated and incorporated herein by reference, the global dismissal was not a  
25 clerical error. Barket has not identified any manifest injustice that has resulted from the court's  
26 dismissal of this action with prejudice. Judge Earley was aware from the history of this  
27 consolidated action and the various other related proceedings before Judge Cadish, Judge  
28 Williams, and Judge Cory, of Barket and Sharda's secret side deals, fraud, sham defaults, and the

1 other improper actions taken to advance their heinous schemes to gain a strategic advantage over  
2 the Defendants throughout the various litigation when she issued her final Order to preclude any  
3 further vexatious litigation that may otherwise occur.

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

14 Barket could have asserted claims regarding the promissory notes and breach of contract  
15 in the Trata, the Cancer Care, and the Ahders' actions pending before Judge Cadish, Judge  
16 Williams, and Judge Cory, but failed to do so. Barket and Sharda engaged in heinous schemes  
17 and secret settlements to circumvent this litigation to gain a strategic advantage over the  
18 Defendants. Their heinous schemes now as a matter of law precludes them from pursuing this  
19 matter further pursuant to the *doctrine of res judicata*. Therefore, based upon the unique facts of  
20 this case, this Court should deny Barket's Request to Alter or Amend Judgment Pursuant to  
21 NRCP 59(e) because there was no clerical error.

### 22 **III. CONCLUSION:**

23 This Court should deny Barket's limited joinder to Defendant/Counterclaimants' motion  
24 for clarification, and/or in the alternative, motion for relief, reconsideration, and/or to alter or  
25 amend judgment for the reasons referenced in detail above as it was not timely filed and is  
26 immaterial on that basis. Accordingly, this Court should grant Defendants' Countermotion Strike  
27 Counterdefendants' untimely joinder pursuant to NRCP 12(f) and EDCR 2.20(d).

28 ////

1 Further, Barket lacks standing to take any action to exclude claims from Judge Earley's  
2 final order as his rights regarding the promissory notes or breach of contract claims are pending  
3 an adjudication by Judge Williams in the Gordon Silver action. Barket does not seek to clarify  
4 his prospective rights, instead, he seeks to modify the final Order to exclude claims based on the  
5 underlying promissory notes and breach of contract from it. However, this Court cannot clarify a  
6 final Order that is not ambiguous. Judge Earley clearly and unambiguously stated that she was  
7 dismissing this matter along with any claims that were or could have been asserted with  
8 prejudice. (See Amended Notice of Entry of Order filed December 14, 2020 at p. 11-12). Judge  
9 Earley's final Order was not ambiguous, it did not contain clerical errors, and no administrative  
10 error occurred in response to it.

11 Judge Earley was aware from the history of this consolidated action and the various other  
12 related proceedings before Judge Cadish, Judge Williams, and Judge Cory, of Barket and  
13 Sharda's secret side deals, fraud, sham defaults, and the other improper actions taken to advance  
14 their heinous schemes to gain a strategic advantage over the Defendants throughout the various  
15 litigation that ensued. Based upon the long sorted history of this case, the related cases, and at  
16 least five or more separate adjudications of the COJs, Judge Earley properly found that each  
17 claim involves the same parties or their privies. Each adjudication reference in the final Order  
18 was a valid and final judgment. Judge Earley even cited to a Nevada Supreme Court's decision  
19 holding that the *doctrine of res judicata* precludes parties or those in privity with them from  
20 relitigating a cause of action or an issue, which has been finally determined by a court of  
21 competent jurisdiction. *Kuptz-Blinkinsop v. Blinkinsop*, 136 Nev. Adv. Op. 40, 466 P.3d 1271,  
22 1275 (2020). Accordingly, Judge Earley held that this matter is based on the same claims or any  
23 part of them that were or **could have been brought in the prior cases**. (See Amended Notice of  
24 Entry of Order filed December 14, 2020 at pp. 11-12).

25 Claims could have been brought regarding the promissory notes and breach of contract in  
26 the Trata action, the Cancer Care action, and the Ahders' action, which were pending before  
27 Judge Cadish, Judge Williams, and Judge Cory. Barket and Sharda engaged in heinous schemes  
28 to circumvent this litigation to gain a strategic advantage over the Defendants. Now, their

1 heinous schemes as a matter of law precludes them from pursuing this matter pursuant to the  
2 *doctrine of res judicata*. The arguments regarding *Collateral Estoppel* are irrelevant to Judge  
3 Earley's final Order and all relief requested regarding it should be denied.

4 EDCR 2.24 does not apply as it expressly precludes a party from seeking reconsideration  
5 of a ruling for orders, which may be addressed by motion pursuant to NRCP 60. The initial  
6 motion states on page 13:20 that under NRCP 60(a) a clerical error must have been made to  
7 dismiss these claims. In addition, and as discussed in detail above, Barket, Sharda and Trata's  
8 claims are precluded by the *doctrine of res judicata*. Therefore, based upon the unique facts of  
9 this case, this Court should deny Barket's request for clarification, relief pursuant to NRCP 60,  
10 relief pursuant to EDCR 2.24, and to alter or amend judgment pursuant to NRCP 59(e) because  
11 there was no ambiguity, administrative error, or clerical error as Judge Earley issued the final  
12 Order to preclude any further vexatious litigation that would otherwise occur.

13 DATED this 13th day of January, 2021.

14 LAW OFFICE OF DANIEL MARKS

15  
16 /s/ Teletha Zupan  
17 DANIEL MARKS, ESQ.  
18 Nevada State Bar No. 002003  
19 TELETHA ZUPAN, ESQ.  
20 Nevada State Bar No. 012660  
21 610 South Ninth Street  
22 Las Vegas, Nevada 89101  
23 *Attorneys for Defendants*  
24  
25  
26  
27  
28

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the  
3 13th day of January, 2021, pursuant to NRCP 5(b) and Administrative Order 14-2, I  
4 electronically transmitted a true and correct copy of the above and foregoing **Defendants'**  
5 **Opposition to Counterdefendant's Limited Joinder to Counterclaimants' Motion For**  
6 **Clarification, And/or in the Alternative, Motion for Relief, Reconsideration, And/or To**  
7 **Alter or Amend Judgment and Countermotion to Strike Counterdefendants' untimely**  
8 **joinder**, by way of Notice of Electronic Filing provided by the court mandated E-file & Serve  
9 system to the following:

10 Charles Barnabi, Esq.,  
11 375 E. Warm Springs Road, Ste. 104  
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15 Las Vegas, Nevada 89119  
*Attorney for Plaintiffs, Steven Barket and*  
*G65 Ventures, LLC*

16 Karen Ross, Esq.  
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*Attorney for Defendant/Counterclaimants*  
*Navneet Sharda and Trata, Inc.*

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

**DOCUMENT “38”**

**DOCUMENT “38”**



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*Navneet Sharda & Trata, Inc.*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

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

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counter-Defendant.

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

Dept. No.: IV

**NOTICE OF APPEAL**

Please take notice that Defendant/Counterclaimants Navneet Sharda and Trata, Inc. hereby  
appeals to the Supreme Court of Nevada from:

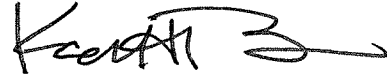
1. All judgments and orders in this case;



- 1 2. Findings of Fact and Conclusions of Law for November 19, 2020 Order Dismissing  
2 Plaintiffs' Matter with Prejudice, filed on December 14, 2020, notice of entry of which was  
3 served electronically on December 14, 2020, (Ex. 1); and  
4 3. All rulings and interlocutory orders made appealable by any of the foregoing.

5 DATED this 13<sup>th</sup> day of January, 2021.

6 THE LAW OFFICE OF KAREN H. ROSS

7 

8  
9 KAREN H. ROSS, ESQ.  
10 Nevada Bar No. 9299  
11 *The Law Office of Karen H. Ross*  
12 2275 Corporate Circle, Suite 160  
13 Henderson, Nevada 89074  
14 Phone: (702) 485-4152  
15 Fax: (702) 485-4125  
16 karenross@khrlawgroup.com  
17 *Attorney for Defendant/Counterclaimants*  
18 *Navneet Sharda & Trata, Inc.*  
19  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 13<sup>th</sup> day of January, 2021, a true and correct copy of  
**NOTICE OF APPEAL** was electronically served through the Court's electronic filing system  
addressed to the following:

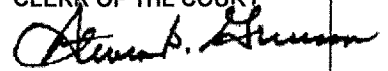
Michael R. Mushkin, Esq.  
MUSHKIN & COPPEDGE  
6070 South Eastern Avenue, Ste. 270  
*Attorney for Plaintiffs Steven Barket  
and G65 Ventures, LLC*

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

Kelly Anderson

An employee of The Law Office of Karen H. Ross

# **EXHIBIT 1**



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

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

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

Plaintiffs,

vs.

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

Defendants.

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

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counterdefendant.

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

Counter-Claimants,

vs.

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

4 MICHAEL AHDERS, an individual,  
5 Plaintiff,

6 vs.

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

10 Defendants.  
11 \_\_\_\_\_/

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

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

17 DATED this 14<sup>th</sup> day of December, 2020.

18 LAW OFFICE OF DANIEL MARKS

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

1 **CERTIFICATE OF SERVICE**

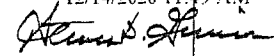
2 I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 14<sup>th</sup> day  
3 of December, 2020, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted  
4 a true and correct copy of the above and foregoing **NOTICE OF ENTRY OF FINDINGS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

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

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

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

17  
18 /s/ Jessica Flores  
19 An employee of the  
20 LAW OFFICE OF DANIEL MARKS  
21  
22

  
CLERK OF THE COURT

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

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

11 Plaintiffs,

12 vs.

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

17 Defendants.

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

20 Counterclaimants,

21 vs.

21 STEVEN BARKET, an individual,

22 Counterdefendant.

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

26 Counter-Claimants,

27 vs.

28 STEVEN BARKET, an individual,

1 Counter-Defendant.  
2 MICHAEL AHDERS, an individual, /

3 Plaintiff,

4 vs.

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

8 Defendants.  
9 /

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

8 **ORDERS**

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

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

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

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

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

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

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

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

20    ////

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

Dated this 14th day of December, 2020

Kenny S Enley

C79 527 3602 8FF2

Kerry Earley

**District Court Judge**  
Appellate Court content:  
MUSHKIN & COPPEDGE

Respectfully submitted by:  
LAW OFFICE OF DANIEL MARKS

/s/ Teletha Zupan

DANIEL MARKS, ESQ.

Nevada State Bar No. 002003

TELETHA ZUPAN, ESQ.

Nevada State Bar No. 012660

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Las Vegas, Nevada 89101

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Shafik Brown, Furniture Boutique, LLC,  
and Boulevard Furniture, INC.*

/s/ Michael Mushkin

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6070 S. Eastern Ave., Ste. 270

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*Attorney for Plaintiffs, Steven Barket and  
G65 Ventures, LLC*

Approved as to form and content:  
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Approved as to form and content:  
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Nevada State Bar No. 000499

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Las Vegas, Nevada 89104

Attorney for Defendants, Navneet Sharda  
and Trata, Inc.

1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 Steven Barket, Plaintiff(s)

CASE NO: A-17-756274-C

7 vs.

DEPT. NO. Department 4

8 Shafik Hirji, Defendant(s)  
9

10 AUTOMATED CERTIFICATE OF SERVICE

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

14 Service Date: 12/14/2020

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Kimberly Yoder

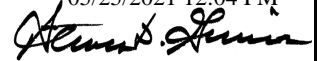
kyoder@mccnvlaw.com

Marie Twist

marie@barnabilaw.com

**DOCUMENT “39”**

**DOCUMENT “39”**



CLERK OF THE COURT

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

6 DISTRICT COURT

7 CLARK COUNTY, NEVADA

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

10 Plaintiffs,

11 vs.

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

17 Defendants.

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

20 Counterclaimants,

21 vs.

22 STEVEN BARKET, an individual,

23 Counterdefendant.

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

28 Counter-Claimants,

vs.

STEVEN BARKET, an individual,

Counter-Defendant.

1 MICHAEL AHDERS, an individual,

2 Plaintiff,

3 vs.

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

7 Defendants.  
8 \_\_\_\_\_/

8 **APRIL 6, 2021 ORDER**

9 THIS MATTER came before the Court on Counterclaimants' Motion for Clarification, and/or in  
10 the Alternative, Motion for Relief, Reconsideration and/or to Alter or Amend Judgment;  
11 Counterdefendants' Limited Joinder to Counterclaimants Motion for Clarification, and/or in the  
12 Alternative, Motion for Relief, Reconsideration, and/or to Alter or Amend Judgment; Defendants'  
13 Opposition to Counterclaimants' Motion for Clarification and/or in The Alternative Motion for Relief,  
14 Reconsideration; Defendants' Opposition to Counterdefendants' Limited Joinder to Counterclaimants'  
15 Motion for Clarification and/or in The Alternative Motion for Relief, Reconsideration, and/or to Alter or  
16 Amend Judgment and Countermotion to Strike Counterdefendants' Untimely Joinder were set for  
17 hearing on the oral civil motion calendar for April 20, 2021 at 9:00am. The Court having reviewed the  
18 matter, including all points and authorities, and exhibits, and good cause appearing:

19 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Court hereby vacates the  
20 hearings referenced above and moves them to the Chambers calendar for April 5, 2021.

21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to EDCR 2.24(a),  
22 "[n]o motions once heard and disposed of may be renewed in the same cause, nor may the same matters  
23 therein embraced be reheard, unless by leave of the court granted upon motion therefor, after notice of  
24 such motion to the adverse parties."

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Nevada courts have inherent  
26 authority to reconsider their prior orders. See *Trail v. Faretto*, 91 Nev. 401 (1975). A "court may, for  
27 sufficient cause shown amend, collect, resettle, modify, or vacate, as the case may be, an order  
28 previously made and entered on a motion in progress of the cause or proceeding". *Id.* at 403. A court



1 may exercise its discretion to revisit and reverse a prior ruling if any one of five circumstances is  
2 present: (1) a clearly erroneous ruling; (2) an intervening change in controlling law; (3) substantially  
3 different evidence; ( 4) other changed circumstances; or (5) that manifest injustice would result if the  
4 prior ruling is permitted to stand. *United States v. Real Prop. Located at Incline Village*, 976 F. Supp.  
5 1327, 1353 (D.Nev. 1997). A motion for reconsideration should be granted where new issues of fact or  
6 law are raised which support a “ruling contrary to the ruling already reached.” *Moore v. City of Las*  
7 *Vegas*, 92 Nev. 402, 405 (1976).

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the above entitled action is on  
9 appeal to the Nevada Supreme Court. Further, this Court declines to entertain Counterclaimants’  
10 underlying Motion for Clarification, and/or in the Alternative, Motion for Relief, Reconsideration,  
11 and/or Alter or Amend Judgment because it does not find any of the five circumstances necessary to do  
12 so are present: (1) a clearly erroneous ruling; (2) an intervening change in controlling law; (3)  
13 substantially different evidence; ( 4) other changed circumstances; or (5) that manifest injustice would  
14 result if the prior ruling is permitted to stand. *United States v. Real Prop. Located at Incline Village*, 976  
15 F. Supp. 1327, 1353 (D.Nev. 1997). Therefore, Counterclaimants’ Motion for Clarification, and/or in the  
16 Alternative, Motion for Relief, Reconsideration and/or to Alter or Amend Judgment is DENIED.

17 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that for the same reasons,  
18 Counterdefendants’ Limited Joinder to Counterclaimants Motion for Clarification, and/or in the  
19 Alternative, Motion for Relief, Reconsideration, and/or to Alter or Amend Judgment is DENIED.

20 ////

21 ////

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants' Counter-motion  
2 to Strike Counterdefendants' Untimely Joinder is DENIED as moot.

Dated this 25th day of May, 2021



3  
4 A-17-756274-C

5  
6 **49B F7A 29B5 F82A**  
**Nadia Krall**  
**District Court Judge**

7 Respectfully submitted by:  
8 LAW OFFICE OF DANIEL MARKS

Approved as to form and content:  
MUSHKIN & COPPEDGE

9 /s/ Teletha Zupan, Esq.  
10 DANIEL MARKS, ESQ.  
Nevada State Bar No. 002003  
11 TELETHA ZUPAN, ESQ.  
Nevada State Bar No. 012660  
12 610 South Ninth Street  
Las Vegas, Nevada 89101  
*Attorneys for Defendants, Shafik Hirji,*  
*Shafik Brown, Furniture Boutique, LLC,*  
*and Boulevard Furniture, Inc.*

MICHAEL R. MUSHKIN, ESQ.  
Nevada State Bar No. 002421  
6070 S. Eastern Ave., Ste. 270  
Las Vegas, Nevada 89119  
*Attorney for Plaintiffs, Steven Barket and*  
*G65 Ventures, LLC*

13 Approved as to form and content:  
14 CORY READE DOWS AND SHAFER

15 /s/ R. Christopher Reade, Esq.  
16 R. CHRISTOPHER READE, ESQ.,  
Nevada State Bar No. 006791  
17 1333 N. Buffalo Dr., Ste. 210  
Las Vegas, Nevada 89128  
*Attorney for Counterclaimants Navneet Sharda*  
*and Trata, Inc.*

**From:** [Chris Reade](#)  
**To:** [Teletha Zupan](#)  
**Subject:** FW: Barket v. Hirji, re: April 6, 2021 Order  
**Date:** Wednesday, April 14, 2021 9:59:37 AM  
**Attachments:** [April 6, 2021 Order.pdf](#)  
[Minute Order 040721.pdf](#)  
[Minute Order 4-6-21.pdf](#)

---

The Order appears to follow the Minute Order. You may add my electronic signature.



R. Christopher Reade, Esq.  
CORY READE DOWS & SHAFER  
1333 North Buffalo Drive, Suite 210  
Las Vegas, Nevada 89128  
(702) 794-4411  
Fax: (702) 794-4421

**DEBT COLLECTION NOTICE:** This communication is or may be an attempt to collect a debt, and any information used may be used for that purpose. However, if you are in bankruptcy or have been discharged in bankruptcy, this communication is for informational purposes only and is not intended as an attempt to collect a debt or as an act to collect, assess, or recover all or any portion of the debt from you personally.

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**CIRCULAR 230 NOTICE:** To comply with U.S. Treasury Department and IRS regulations, we are required to advise you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this transmittal, is not intended or written to be used, and cannot be used, by any person for the purpose of (i) avoiding penalties under the U.S. Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this e-mail or attachment.

---

**From:** Teletha Zupan <TZupan@danielmarks.net>  
**Sent:** Tuesday, April 13, 2021 10:22 AM  
**To:** Chris Reade <creade@crdslaw.com>; Michael Mushkin <Michael@mccnvlaw.com>  
**Subject:** FW: Barket v. Hirji, re: April 6, 2021 Order

Dear Mr. Mushkin and Mr. Reade,

We have not received a response from either of you regarding this order. Please advise if you have any changes.

Kind regards,

Teletha L. Zupan, Esq.  
Law Office of Daniel Marks  
610 South 9th Street  
Las Vegas, Nevada 89101  
P: (702) 386-0536  
F: (702) 386-6812

---

**From:** Teletha Zupan  
**Sent:** Thursday, April 08, 2021 9:32 AM  
**To:** Michael Mushkin <[Michael@mccnvlaw.com](mailto:Michael@mccnvlaw.com)>; 'Chris Reade' <[creade@crdslaw.com](mailto:creade@crdslaw.com)>  
**Cc:** Office <[office@danielmarks.net](mailto:office@danielmarks.net)>  
**Subject:** Barket v. Hirji, re: April 6, 2021 Order

Good morning Mr. Mushkin and Mr. Reade,

See the proposed April 6, 2021 Order attached for your review and approval. Both minute orders are also attached for your convenience. If you approve the proposed Order, please confirm by email that I am authorized to affix your e-signature and submit it to the court.

Kind regards,

Teletha L. Zupan, Esq.  
Law Office of Daniel Marks  
610 South 9th Street  
Las Vegas, Nevada 89101  
P: (702) 386-0536  
F: (702) 386-6812

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

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5  
6 Steven Barket, Plaintiff(s)

CASE NO: A-17-756274-C

7 vs.

DEPT. NO. Department 4

8 Shafik Hirji, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 5/25/2021

15 Kelly Anderson

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16 Karen Ross

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23 Jan Richey

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24 Cindee Park

cindee@khrlawgroup.com

25 Teletha Zupan

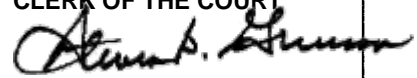
tzupan@danielmarks.net

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Charles ("CJ") Barnabi Jr.	<a href="mailto:cj@mcdonaldlawyers.com">cj@mcdonaldlawyers.com</a>
Sarah Lauer-Overby	<a href="mailto:sarah.lo@olympialawpc.com">sarah.lo@olympialawpc.com</a>
Kimberly Yoder	<a href="mailto:kyoder@mccnvlaw.com">kyoder@mccnvlaw.com</a>
Lindsay Haycock	<a href="mailto:lindsay@khrlawgroup.com">lindsay@khrlawgroup.com</a>
R. Reade	<a href="mailto:create@crdslaw.com">create@crdslaw.com</a>
Steven Barket	<a href="mailto:sbarket@me.com">sbarket@me.com</a>
Elizabeth Arthur	<a href="mailto:earthur@crdslaw.com">earthur@crdslaw.com</a>
Angelique Gilbreath	<a href="mailto:agilbreath@crdslaw.com">agilbreath@crdslaw.com</a>

**DOCUMENT “40”**

**DOCUMENT “40”**



NOE  
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DANIEL MARKS, ESQ.  
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610 South Ninth Street  
Las Vegas, Nevada 89101  
(702) 386-0536; Fax (702) 386-6812  
[office@danielmarks.net](mailto:office@danielmarks.net)  
*Attorney for Defendants, Shafik Hirji,  
Shafik Brown, and Furniture Boutique, LLC*

DISTRICT COURT  
CLARK COUNTY, NEVADA

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

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

Plaintiffs,

vs.

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

Defendants.

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

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counterdefendant.

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

Counter-Claimants,

vs.



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

4 MICHAEL AHDERS, an individual,  
5 Plaintiff,

6 vs.

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

10 Defendants.  
11 \_\_\_\_\_/

12 **NOTICE OF ENTRY OF APRIL 6, 2021 ORDER**

13 PLEASE TAKE NOTICE that an April 6, 2021 Order was entered in the above-entitled action on  
14 the 25<sup>th</sup> day of May, 2021, a copy of which is attached hereto.

15 DATED this 25<sup>th</sup> day of May, 2021.

16 LAW OFFICE OF DANIEL MARKS

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

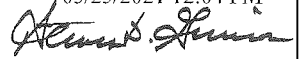
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Michael Mushkin, Esq.  
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Las Vegas, Nevada 89119  
*Attorney for Plaintiffs, Steven Barket and G65 Ventures, LLC.*

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

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

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CLERK OF THE COURT

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

6 DISTRICT COURT

7 CLARK COUNTY, NEVADA

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

10 Plaintiffs,

11 vs.

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

15 Defendants.

16 \_\_\_\_\_ /  
17 NAVEET SHARDA, an individual;  
18 TRATA, INC., a Nevada Corporation;

18 Counterclaimants,

19 vs.

20 STEVEN BARKET, an individual,

21 Counterdefendant.

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

24 Counter-Claimants,

25 vs.

26 STEVEN BARKET, an individual,

27 Counter-Defendant.

28 \_\_\_\_\_ /

1 MICHAEL AHDERS, an individual,  
2 Plaintiff,

3 vs.

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

8 Defendants.

9  
10 APRIL 6, 2021 ORDER

11 THIS MATTER came before the Court on Counterclaimants' Motion for Clarification, and/or in  
12 the Alternative, Motion for Relief, Reconsideration and/or to Alter or Amend Judgment;  
13 Counterdefendants' Limited Joinder to Counterclaimants Motion for Clarification, and/or in the  
14 Alternative, Motion for Relief, Reconsideration, and/or to Alter or Amend Judgment; Defendants'  
15 Opposition to Counterclaimants' Motion for Clarification and/or in The Alternative Motion for Relief,  
16 Reconsideration; Defendants' Opposition to Counterdefendants' Limited Joinder to Counterclaimants'  
17 Motion for Clarification and/or in The Alternative Motion for Relief, Reconsideration, and/or to Alter or  
18 Amend Judgment and Countermotion to Strike Counterdefendants' Untimely Joinder were set for  
19 hearing on the oral civil motion calendar for April 20, 2021 at 9:00am. The Court having reviewed the  
20 matter, including all points and authorities, and exhibits, and good cause appearing:

21 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Court hereby vacates the  
22 hearings referenced above and moves them to the Chambers calendar for April 5, 2021.

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to EDCR 2.24(a),  
24 "[n]o motions once heard and disposed of may be renewed in the same cause, nor may the same matters  
25 therein embraced be reheard, unless by leave of the court granted upon motion therefor, after notice of  
26 such motion to the adverse parties."

27 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Nevada courts have inherent  
28 authority to reconsider their prior orders. See *Trail v. Faretto*, 91 Nev. 401 (1975). A "court may, for  
sufficient cause shown amend, collect, resettle, modify, or vacate, as the case may be, an order  
previously made and entered on a motion in progress of the cause or proceeding". *Id.* at 403. A court

1 may exercise its discretion to revisit and reverse a prior ruling if any one of five circumstances is  
2 present: (1) a clearly erroneous ruling; (2) an intervening change in controlling law; (3) substantially  
3 different evidence; ( 4) other changed circumstances; or (5) that manifest injustice would result if the  
4 prior ruling is permitted to stand. *United States v. Real Prop. Located at Incline Village*, 976 F. Supp.  
5 1327, 1353 (D.Nev. 1997). A motion for reconsideration should be granted where new issues of fact or  
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7 *Vegas*, 92 Nev. 402, 405 (1976).

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the above entitled action is on  
9 appeal to the Nevada Supreme Court. Further, this Court declines to entertain Counterclaimants’  
10 underlying Motion for Clarification, and/or in the Alternative, Motion for Relief, Reconsideration,  
11 and/or Alter or Amend Judgment because it does not find any of the five circumstances necessary to do  
12 so are present: (1) a clearly erroneous ruling; (2) an intervening change in controlling law; (3)  
13 substantially different evidence; ( 4) other changed circumstances; or (5) that manifest injustice would  
14 result if the prior ruling is permitted to stand. *United States v. Real Prop. Located at Incline Village*, 976  
15 F. Supp. 1327, 1353 (D.Nev. 1997). Therefore, Counterclaimants’ Motion for Clarification, and/or in the  
16 Alternative, Motion for Relief, Reconsideration and/or to Alter or Amend Judgment is DENIED.

17 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that for the same reasons,  
18 Counterdefendants’ Limited Joinder to Counterclaimants Motion for Clarification, and/or in the  
19 Alternative, Motion for Relief, Reconsideration, and/or to Alter or Amend Judgment is DENIED.

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants' Countermotion  
2 to Strike Counterdefendants' Untimely Joinder is DENIED as moot.

Dated this 25th day of May, 2021



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4 A-17-756274-C

5 **49B F7A 29B5 F82A**  
**Nadia Krall**  
**District Court Judge**

6 Respectfully submitted by:  
7 LAW OFFICE OF DANIEL MARKS

Approved as to form and content:  
MUSHKIN & COPPEDGE

8 /s/ Teletha Zupan, Esq.  
9 DANIEL MARKS, ESQ.  
Nevada State Bar No. 002003  
10 TELETHA ZUPAN, ESQ.  
Nevada State Bar No. 012660  
11 610 South Ninth Street  
Las Vegas, Nevada 89101  
12 *Attorneys for Defendants, Shafik Hirji,*  
*Shafik Brown, Furniture Boutique, LLC,*  
*and Boulevard Furniture, Inc.*

MICHAEL R. MUSHKIN, ESQ.  
Nevada State Bar No. 002421  
6070 S. Eastern Ave., Ste. 270  
Las Vegas, Nevada 89119  
*Attorney for Plaintiffs, Steven Barket and*  
*G65 Ventures, LLC*

13 Approved as to form and content:  
14 CORY READE DOWS AND SHAFER

15 /s/ R. Christopher Reade, Esq.  
16 R. CHRISTOPHER READE, ESQ.,  
Nevada State Bar No. 006791  
17 1333 N. Buffalo Dr., Ste. 210  
Las Vegas, Nevada 89128  
18 *Attorney for Counterclaimants Navneet Sharda*  
*and Trata, Inc.*

**From:** [Chris Reade](#)  
**To:** [Teletha Zupan](#)  
**Subject:** FW: Barket v. Hirji, re: April 6, 2021 Order  
**Date:** Wednesday, April 14, 2021 9:59:37 AM  
**Attachments:** April 6, 2021 Order.pdf  
Minute Order 040721.pdf  
Minute Order 4-6-21.pdf

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The Order appears to follow the Minute Order. You may add my electronic signature.



CORY READE DOWS & SHAFER  
ATTORNEYS AT LAW

R. Christopher Reade, Esq.  
CORY READE DOWS & SHAFER  
1333 North Buffalo Drive, Suite 210  
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**From:** Teletha Zupan <TZupan@danielmarks.net>  
**Sent:** Tuesday, April 13, 2021 10:22 AM  
**To:** Chris Reade <creade@crdslaw.com>; Michael Mushkin <Michael@mccnvlaw.com>  
**Subject:** FW: Barket v. Hirji, re: April 6, 2021 Order

Dear Mr. Mushkin and Mr. Reade,

JA002187

We have not received a response from either of you regarding this order. Please advise if you have any changes.

Kind regards,

Teletha L. Zupan, Esq.  
Law Office of Daniel Marks  
610 South 9th Street  
Las Vegas, Nevada 89101  
P: (702) 386-0536  
F: (702) 386-6812

**From:** Teletha Zupan  
**Sent:** Thursday, April 08, 2021 9:32 AM  
**To:** Michael Mushkin <[Michael@mccnvlaw.com](mailto:Michael@mccnvlaw.com)>; 'Chris Reade' <[creade@crdslaw.com](mailto:creade@crdslaw.com)>  
**Cc:** Office <[office@danielmarks.net](mailto:office@danielmarks.net)>  
**Subject:** Barket v. Hirji, re: April 6, 2021 Order

Good morning Mr. Mushkin and Mr. Reade,

See the proposed April 6, 2021 Order attached for your review and approval. Both minute orders are also attached for your convenience. If you approve the proposed Order, please confirm by email that I am authorized to affix your e-signature and submit it to the court.

Kind regards,

Teletha L. Zupan, Esq.  
Law Office of Daniel Marks  
610 South 9th Street  
Las Vegas, Nevada 89101  
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F: (702) 386-6812



1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA  
4

5  
6 Steven Barket, Plaintiff(s)

CASE NO: A-17-756274-C

7 vs.

DEPT. NO. Department 4

8 Shafik Hirji, Defendant(s)  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 5/25/2021

15 Kelly Anderson

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Charles ("CJ") Barnabi Jr.

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