

1 IN THE SUPREME COURT OF THE STATE OF NEVADA

2 NAVNEET SHARDA,  
3 TRATA INC.,

Supreme Court Case No. 82360  
Consolidated Case No. 83131

4 Appellant,  
5 v.

District Court Case No.: A-17-756274-C

Electronically Filed  
Oct 04 2021 04:15 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

6 STEVEN BARKET, AN INDIVIDUAL;  
7 G65 VENTURES, LLC, A NEVADA  
8 LIMITED LIABILITY COMPANY;  
9 SHAFIK HIRJI, AN INDIVIDUAL;  
10 SHAFIK BROWN, AN INDIVIDUAL;  
11 AND FURNITURE BOUTIQUE, LLC,  
12 A NEVADA LIMITED LIABILITY  
13 COMPANY et. al.

14 Respondents.  
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23 MOTION TO STRIKE STEVEN BARKET'S JOINDER TO APPELLANTS'  
24 NAVNEET SHARDA AND TRATA INC.'S OPENING BRIEF

25 LAW OFFICE OF DANIEL MARKS  
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610 South Ninth Street  
Las Vegas, Nevada 89101  
*Attorneys for Respondents*

COMES NOW Respondents, Shafik Hirji, Shafik Brown, and Furniture Boutique, LLC, by and through their counsel, Daniel Marks, Esq., and Teletha Zupan, Esq., of the Law Office of Daniel Marks and hereby submits their motion to strike Steven Barket's Joinder to Appellants' Navneet Sharda and Trata Inc.'s Opening Brief and moves this Court for an Order striking Steven Barket's improper joinder pursuant to Rule 4 of the Nevada Rules of Appellate Procedure (hereafter "NRAP") and the memorandum of points and authorities attached hereto.

## **MEMORANDUM OF POINTS AND AUTHORITIES**

### **I. LEGAL ARGUMENT**

#### **1. This Court Should Strike Barket's Joinder to Appellants' Navneet Sharda and Trata Inc.'s Opening Brief Because Barket Failed to File a Timely Appeal or Cross Appeal.**

The District Court dismissed the entire action with prejudice pursuant to the doctrine of *res judicata* in the Findings of Fact and Conclusions of Law entered on December 14, 2020. Appellant, Navneet Sharda (hereafter "Sharda") filed a premature appeal for the dismissal of his counterclaims against Respondent, Steven Barket (hereafter "Barket") on January 13, 2021. Sharda had a tolling motion for reconsideration pending before the District Court at that time.

On June 23, 2021, Sharda filed another appeal of the District Court's dismissal of his counterclaims against Barket with prejudice after the District Court denied his tolling motion. Barket was named as a Respondent. This Court consolidated both appeals.

Barket did not file an appeal or cross appeal in either action in accordance with NRAP 4. On October 1, 2021, Barket filed an improper joinder to Appellants' Navneet Sharda and Trata Inc.'s Opening Brief, purporting to adopt Sharda's "legal arguments and legal authority to the extent that the underlying claims arising under the Promissory Notes and Breach of Agreement have not been resolved." However, Sharda lacks standing to raise these issues because he

1 assigned the promissory notes to Barket. (See Confidential Settlement Agreement  
2 attached hereto as Exhibit “1”).

3 As a Respondent, Barket cannot join in Sharda’s Opening Brief, instead of  
4 filing an Answering Brief. Barket is also precluded from expanding the scope of  
5 the appeal to include the underlying claims that arose under the promissory notes  
6 and alleged breach of agreement because Barket waived these issues by failing to  
7 timely appeal pursuant to NRAP 4. Barket did not file an appeal because he was  
8 not aggrieved by the Court’s decision. He was content with the decision because it  
9 dismissed Sharda’s counterclaims against him.

10 Sharda’s appeal appears to be another of their schemes to get around the  
11 District Court’s final decision so they can continue to litigate this matter  
12 repeatedly. Barket did not oppose the relief Sharda’s requests in his opening brief,  
13 even though it is contrary to their secret settlement, and the sham counterclaims  
14 were asserted after they resolved their claims. Sharda is requesting to be relieved  
15 from the District Court’s dismissal of his permissive counterclaims against Barket.  
16 (See Exhibit “1”). Clearly, Barket filed a joinder to Sharda’s Opening Brief for the  
17 improper purposes of seeking to expand the scope of this appeal to include the  
18 claims that Barket waived. Therefore, this Court should strike Barket’s improper  
19 joinder to Sharda and Trata’s Opening Brief.

20 Based upon the foregoing, Respondents, Shafik Hirji, Shafik Brown, and  
21 Furniture Boutique, LLC, respectfully request for this Court to strike Barket’s  
22 improper joinder to Sharda and Trata’s Opening Brief.

23 Dated this 4th day of October, 2021.

24 LAW OFFICE OF DANIEL MARKS

25 /s/ Teletha Zupan  
26 DANIEL MARKS, ESQ.  
27 Nevada State Bar No. 002003  
28 TELETHA ZUPAN, ESQ.  
Nevada State Bar No. 012660  
*Attorneys for Shafik Hirji, Shafik Brown,  
and Furniture Boutique, LLC*

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- DATED this 4th day of October, 2021.

/s/ Teletha Zupan  


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

R. Christopher Reade, Esq.  
1333 North Buffalo Drive, Ste. 210  
Las Vegas, Nevada 89128  
*Attorney for Appellants, Navneet  
Sharda and Trata Inc.*

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

**EXHIBIT “1”**  
**SETTLEMENT AGREEMENT**

EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional corporation,  
Plaintiff,  
vs.  
NAVNEET N. SHARDA,  
Defendant.

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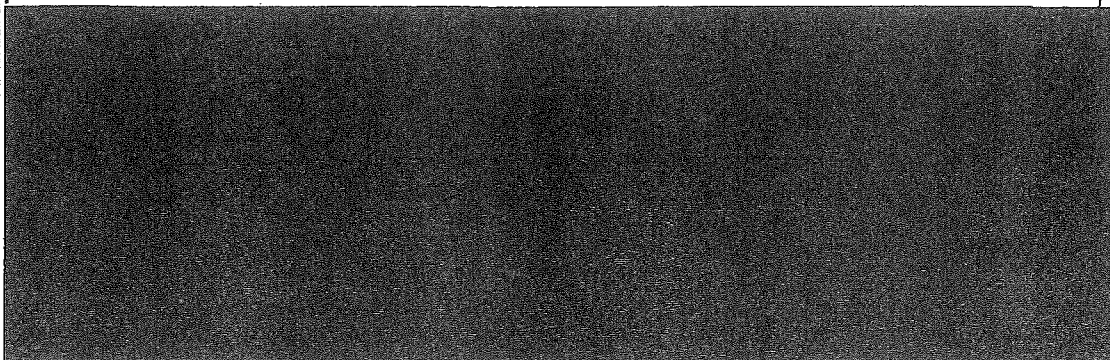
SETTLEMENT AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (this "Agreement") is made and entered into as of this 29<sup>TH</sup> day of July 2017 (the "Effective Date") by and between STEVEN BARKET ("Plaintiff"), Assignee from GORDON SILVER, on the one hand and NAVNEET N. SHARDA ("Defendant") on the other hand. Each may be referred to individually as "Party" or collectively as "Parties" herein.

1. Agreement. the parties do hereby covenant and agree as follows.

2. Consideration. The Parties acknowledge that in consideration of the obligations, and the undertakings contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency are hereby acknowledged. The Parties agree to the following terms:

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ii. Assignment of Promissory Notes. Defendant shall assign all rights, title and interest in the five (5) promissory notes, together with their corresponding UCC (1) agreements, Confession of Judgment and other documentation with an estimated principal balance of \$1,500,000.00 (One Million Five Hundred Thousand Dollars) which is accruing interest at an annual rate of forty percent (40%) to Plaintiff or his assigns;

iii. Collection of Promissory Notes. Plaintiff shall coordinate the collection efforts of the Promissory Notes utilizing Mazur & Brooks for an aggressive post-judgment attachment and execution efforts.

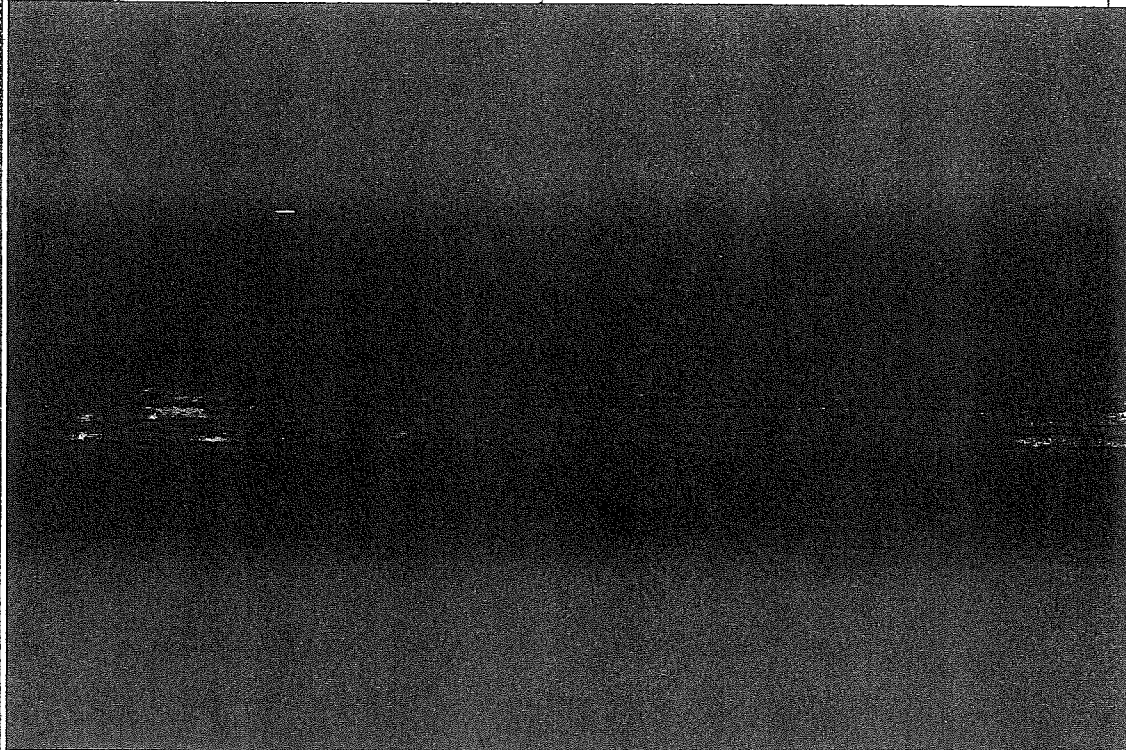
1. Collection Costs. Attorneys' Fees and collection costs shall be borne by Defendant pursuant to an agreed upon plan of collection.

2. Distribution of Sums Recovered. The Parties agree to distribute the funds collected on the Promissory Notes as follows:

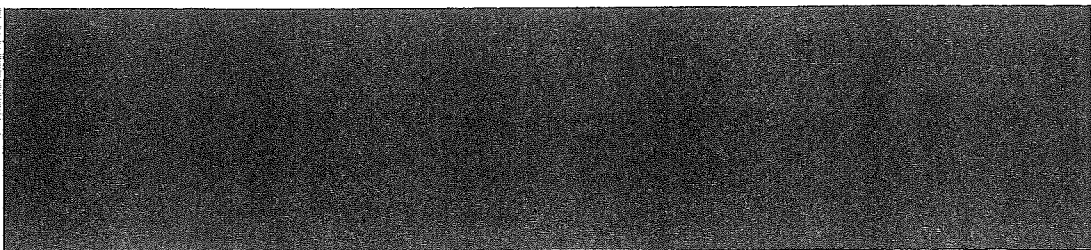


1 a. Repayment to principal balance due on each Promissory  
2 Note to Defendant until such time that the principal balance  
3 due is paid in full.  
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5 b. After the principal balance has been repaid, then any sums  
6 collected shall be distributed equally between the Parties  
7 (50%/50%).  
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22 iv. Dismissal of Lawuit Barket, G65 Ventures v. Hirji, Brown, Sharda,  
23 Furniture Boutique, LLC et al, Case No. A-17-75674-C (Lawsuit A-17-  
24 75674-C"). The Parties agree that Plaintiff will dismiss Sharda from the  
25 Lawsuit A-17-75674-C. Further, Plaintiff may, at Plaintiff's option, file a  
26 notice of withdrawal of opposition or seek a continuance of the hearing to  
27 Defendant Hirji, Brown and Furniture Boutique LLC's Motion to Dismiss.  
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vi. Confidentiality. This Agreement shall be confidential between the Parties and only disclosed pursuant to a Court order or by mutual written agreement of the parties.

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

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

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

PLAINTIFF:

DEFENDANT:

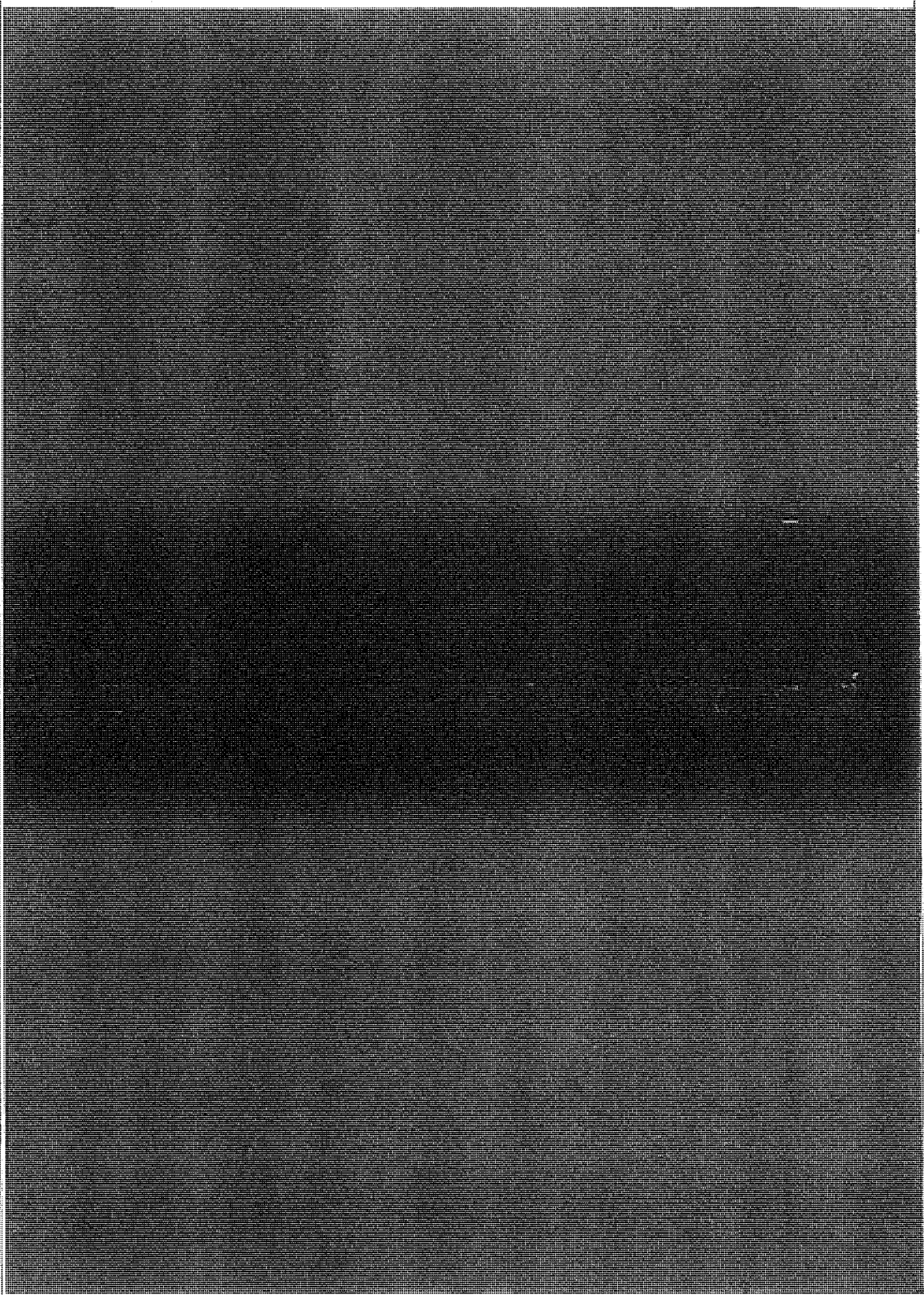
By: 

Steven Barket, assignee

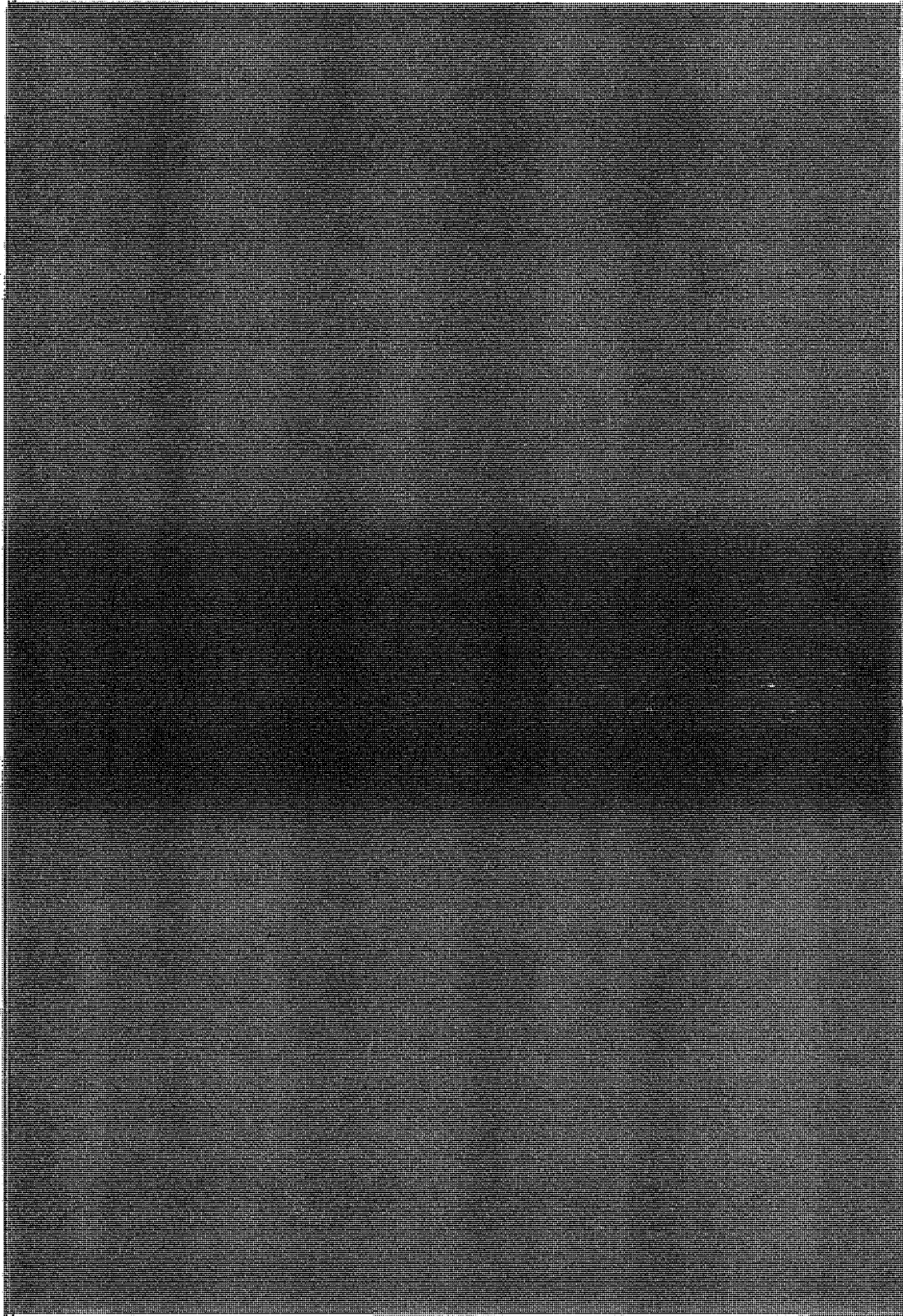
By: 

Navneet N. Sharda

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