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7

8 **IN THE UNITED STATES BANKRUPTCY COURT**  
9 **FOR THE DISTRICT OF NEVADA**

10 In Re JAZI GHOLAMREZA ZANDIAN,

11 Debtor.

12 \_\_\_\_\_ /  
13 FRED SADRI, AS TRUSTEE FOR THE  
STAR LIVING TRUST, DATED APRIL 14,  
14 1997; RAY KOROGHLI AND SATHSOWI  
T. KOROGHLI, AS MANAGING  
15 TRUSTEES FOR KOROGHLI  
MANAGEMENT TRUST,

16 Plaintiffs,

17 v.

18 JED MARGOLIN; JAZI GHOLAMREZA  
ZANDIAN; and all other parties claiming an  
19 interest in real properties described in this  
action,

20 Defendants.

21 \_\_\_\_\_ /  
22 PATRICK CANET,

23 Counterclaimant,

24 v.

25 FRED SADRI, INDIVIDUALLY AND AS  
26 TRUSTEE FOR THE STAR LIVING  
TRUST; RAY KOROGHLI,  
27 INDIVIDUALLY; RAY KOROGHLI AND  
SATHSOWI T. KOROGHLI, AS  
28 MANAGING TRUSTEES FOR  
KOROGHLI MANAGEMENT TRUST,

Counter-Defendants.

Case No. BK-N-16-50644-BTB

Adversary No. 17-05016-BTB

**RESPONSE OF DEFENDANT AND CROSS-  
DEFENDANT JED MARGOLIN TO  
PLAINTIFFS' FIRST SET OF  
REQUESTS FOR ADMISSIONS**

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PATRICK CANET,  
Cross-Claimant,  
v.  
JED MARGOLIN,  
Cross-Defendant.

TO: Plaintiffs and their attorneys of record:  
Defendant and Cross-Defendant JED MARGOLIN, hereinafter referred to as  
("Margolin"), by and through counsel, hereby responds to Plaintiffs' First Set of Requests for  
Admissions to Jed Margolin.

**GENERAL OBJECTIONS AND RESPONSE**

Margolin asserts and incorporates the following general objections as to each and every  
Request, whether or not they are repeated as to any specific Request below.

Margolin objects to the Requests to the extent they seek information or documents that  
are protected from disclosure by any privilege or immunity, including the attorney-client  
privilege, the work product doctrine, or any other privilege, doctrine or immunity available by  
law. To the extent the Requests can be construed to seek privileged or protected documents or  
information, Margolin asserts said privilege or protection, objects to the request, and will  
provide only non-privileged, non-protected documents or information, if any. Any inadvertent  
disclosure of any privileged information shall not be deemed or construed as a waiver of any  
privilege or right of Margolin.

1. In responding to the Requests, Margolin does not waive, nor intend to waive,  
any privilege or objection, including but not limited to, any objection to relevancy, materiality,  
or admissibility of any of its responses or the subject matter addressed therein. No incidental

1 or implied admissions are intended by the responses. The fact that Margolin has answered part  
2 or all of any request contained in these Requests is not intended to be, and shall not be  
3 construed as, a waiver by Margolin of any part of any objection to any Requests.

4           2. Margolin objects to the Requests to the extent they seek information that is  
5 neither relevant to the parties' claims or defenses in the pending action, nor reasonably  
6 calculated to lead to the discovery of admissible evidence.

7           3. Margolin objects to the Requests to the extent that they seek to impose duties or  
8 burdens on him that are inconsistent with or in addition to those required by the Federal Rules of  
9 Civil Procedure (the "Rules"). To the extent there is any inconsistency between a particular  
10 request and the Rules, Margolin will comply with the Rules. Margolin specifically objects to  
11 the Requests to the extent they seek discovery beyond the scope permitted by the Rules,  
12 including but not limited to, the extent that what is sought is not both relevant to the actual  
13 claims and defenses in the Lawsuit and proportional to the needs of the case as measured by the  
14 factors set forth in the Rules.

15           4. Margolin objects to the Requests to the extent they are vague, ambiguous, overly  
16 broad, not appropriately limited in temporal scope, unreasonably cumulative or duplicative, or  
17 to the extent that compliance with the Requests would be unduly burdensome or oppressive.

18           5. Margolin objects to the Requests to the extent that they seek materials or  
19 information already known to or in the possession of Plaintiffs. Margolin objects to each  
20 Request to the extent it seeks electronically stored information from sources that are not  
21 reasonably accessible because of undue burden or cost.

22           6. Margolin objects to each Request to the extent that it contains express or implied  
23 assumptions of fact or law with respect to matters at issue in this action. Margolin's responses  
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1 and objections to the Requests are not intended to, and shall not, be construed as an agreement  
2 by Margolin with Plaintiffs' characterization of any facts.

3 7. All of Margolin's responses to these Requests are based upon information  
4 currently available after a reasonable, good faith investigation. Margolin objects to these  
5 Requests to the extent that discovery is ongoing and it is likely that some facts are not yet  
6 known to Margolin. Margolin expressly reserves his right to supplement and amend these  
7 responses and objections as discovery proceeds.

8 8. Margolin objects to the Requests to the extent that the Requests seek documents  
9 that are confidential or contain Margolin's proprietary information. Discovery activity in this  
10 case does involve production of certain confidential or proprietary information for which special  
11 protection from public disclosure and from use for any purpose other than prosecuting this  
12 litigation is warranted. Margolin will designate as "CONFIDENTIAL" or "CONFIDENTIAL –  
13 ATTORNEY EYES ONLY" under those documents he produces that contain confidential or  
14 proprietary information.

15 9. Margolin's decision to provide a Response notwithstanding the objectionable  
16 nature of the Request should not be construed as: (a) an admission that the material is relevant;  
17 (b) a waiver of the General Objections or the objections asserted in response to the specific  
18 Request; or (c) an agreement that Requests for similar information will be treated in a similar  
19 manner. Margolin reserves the right to assert additional objections to the Requests as  
20 appropriate. Margolin specifically reserves all objections as to the competency, relevancy,  
21 materiality, and admissibility of their Response or the subject matter thereof, all objections as to  
22 burden, vagueness, over breadth and ambiguity, and all rights to object on any ground to the use  
23 of any Response, or the subject matter thereof, in any proceedings, including without limitation  
24 the trial of this, or any other, action.  
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1 Subject to the foregoing objections, and the more specific objections set forth below,  
2 Margolin responds and objects as follows:

3 **REQUESTS FOR ADMISSIONS**

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

5 Admit that none of the JCAA did not convey any interest to Zandian.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

7 Objection, vague and ambiguous. The request is phrased in an incomprehensible or in a  
8 double negative fashion, thereby rendering it unintelligible. Because the request cannot properly  
9 be understood, Margolin must deny the same.

10 **REQUEST FOR ADMISSION NO. 2:**

11 Admit that none of the Quitclaim Deed attached to the JCAA appear in executed form on  
12 title to the Property.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

14 Objection, vague and ambiguous. The request is phrased in an incomprehensible fashion  
15 by using the term “none” and not providing definition to the terms “in executed form” or “on title  
16 to the Property.” Because the request cannot properly be understood, Margolin must deny the  
17 same.

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

19 Admit that YOU did not record any Affidavit of Judgment required under NRS 17.150(4)  
20 with the Washoe Default Judgment.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

22 Objection, the request is not reasonably likely to lead to the discovery of admissible  
23 evidence, and is therefore denied.

24 Objection, the request misstates the law when it implies that an affidavit pursuant to NRS  
25 17.150(4) is required for a lien to be valid. NRS 17.150(2) states that a “transcript of the original  
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1 docket or an abstract or copy of any judgment or decree of a district court of the State of Nevada  
2 or the District Court or court of the United States in and for the District of Nevada, the  
3 enforcement of which has not been stayed on appeal, certified by the clerk of the court where the  
4 judgment or decree was rendered, may be recorded in the office of the county recorder in any  
5 county, **and when so recorded it becomes a lien upon all the real property of the judgment**  
6 **debtor not exempt from the execution in that county**, owned by the judgment debtor at the time,  
7 or which the judgment debtor may afterward acquire, until the lien expires.” (emphasis added).  
8 In other words, NRS 17.150(2) makes clear that the lien comes into existence upon the  
9 recordation of the judgment. This conclusion is supported by case law interpreting NRS  
10 17.150(2). *See Leven v. Frey*, 123 Nev. 399, 403, 168 P.3d 712, 715 (2007) (“NRS 17.150(2)  
11 creates a lien on a debtor’s real property in a particular county when a judgment is recorded in  
12 that county”).

13 “It is the duty of [a] court, when possible, to interpret provisions within a common  
14 statutory scheme to avoid unreasonable or absurd results, thereby giving effect to the  
15 Legislature’s intent.” *S. Nevada Homebuilders Ass’n v. Clark Cty*, 121 Nev. 446, 449, 117 P.2d  
16 171, 173 (2005). Interpreting NRS 17.150(4) to be a requirement for the existence of a lien  
17 would render the above-emphasized language of NRS 17.150(2) nugatory. NRS 17.150(2) can  
18 only be harmonized with NRS 17.150(4) if the failure to record the affidavit referred to in NRS  
19 17.150(4) has some other consequence beyond “nullifying” the lien automatically created by the  
20 plain language of NRS 17.150(2) by merely recording the judgment.

21 Therefore, since Request for Admission No. 3 is phrased in a way which misstates the  
22 law, it is denied.

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

24 Admit that YOU did not send any notice of the Execution Sale to Plaintiff Star Living  
25 Trust.

26 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

27 Objection, the request is not reasonably likely to lead to the discovery of admissible  
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1 evidence. There is no requirement for a notice of execution sale to have been sent to Plaintiff Star  
2 Living Trust. Without waiving the objection, no notice of the Execution Sale was sent to Plaintiff  
3 Star Living Trust.

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

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6 Admit that YOU did not send any notice of the Execution Sale to Plaintiff Koroghli  
7 Management Trust.

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

9 Objection, the request is not reasonably likely to lead to the discovery of admissible  
10 evidence. There is no requirement for a notice of execution sale to have been sent to Plaintiff  
11 Koroghli Management Trust. Without waiving the objection, no notice of the Execution Sale was  
12 sent to Plaintiff Koroghli Management Trust.

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

14 Admit that at the time of the Execution Sale, YOU were a professional real estate investor  
15 who routinely purchased properties at such judgment execution sales conducted by YOU or  
16 others.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

18 Objection, vague and ambiguous. “Professional real estate investor,” “routinely  
19 purchased properties,” and “such judgement execution sales” are vague and ambiguous. Denied.

20 **REQUEST FOR ADMISSION NO. 7:**

21  
22 Admit that YOU had notice of the Clark Stipulated Judgment knowledge at the time you  
23 recorded the Clark Default Judgment.

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

25 Objection, vague and ambiguous. The request is vague and ambiguous because it uses the  
26 term “notice of the Clark Stipulated Judgment knowledge,” which is unintelligible. As such the  
27 request is denied.  
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1 **REQUEST FOR ADMISSION NO. 8:**

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3 Admit that YOU had notice of the Quitclaim Deed at the time you recorded the Washoe  
4 Default Judgment.

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

6 Objection, vague and ambiguous. The timing of notice in the request is vague and  
7 ambiguous. Because the request is vague and ambiguous, it must be denied.

8 **REQUEST FOR ADMISSION NO. 9:**

9 Admit that YOU had knowledge prior to the Execution Sale that YOU would obtain only  
10 Zandian's one-third undivided ownership interest in the Property.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

12 Objection, calls for a legal conclusion. Without waiving said objection, Denied.

13 **REQUEST FOR ADMISSION NO. 10:**

14 Admit that YOU routinely obtain information from title companies regarding Property  
15 prior to the Execution Sale.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

17 Objection, vague and ambiguous. The request is unintelligible as stating as an assumption  
18 that something is regularly done, but only referring to an event on one specific date (April 3,  
19 2015) regarding the Property. Such a contention is *nonsequitur*. As such, Margolin denies the  
20 request.  
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22 **REQUEST FOR ADMISSION NO. 11:**

23 Admit that YOU contacted a title insurance company regarding marketable title for the  
24 Property.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:**

26 Objection, the term "regarding marketable title" is not defined and therefore is vague and  
27 ambiguous. Black's Law Dictionary, *Marketable Title*, 970-71(6<sup>th</sup> ed 1990) defines "marketable  
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1 title” as:

2 A title which is free from encumbrances and ay reasonable doubt as to its validity, and  
3 such as a reasonably intelligent person, who is well informed as to facts and their legal  
4 bearings, and ready and willing to perform his contract, would be willing to accept in  
5 exercise of ordinary business prudence.... Such a title as is free from reasonable doubt in  
6 law and in fact; not merely a title valid in fact, but one which readily can be sold or  
7 mortgaged to a reasonably prudent purchaser or mortgagee; one acceptable to a reasonable  
8 purchaser, informed as to the facts and their legal meaning, willing to perform his  
9 contract, in the exercise of that prudence which businessmen usually bring to bear on such  
10 transactions; one under which a purchaser may have quiet and peaceful enjoyment of the  
11 property; one that is free from material defects, or grave doubts, and reasonably free from  
12 litigation....

13 Because the term “regarding” is not defined, the request is unintelligibly vague and  
14 ambiguous. It can be construed as a request being made to a title insurance company for a policy  
15 of insurance assuring that title to the Property is vested in a particular individual or individuals; it  
16 can be construed as an inquiry to a title insurance company about what “marketable title” means;  
17 it can be construed as an inquiry to a title insurance company about what services can be offered  
18 with regard to investigating “marketable title” of the Property; it can be construed in other ways  
19 as well.

20 Because the request is impermissibly vague and ambiguous, it is objected to on that basis  
21 and therefore denied.

22 **REQUEST FOR ADMISSION NO. 12:**

23 Admit that YOU were the only bidder to bid on the Property at the Execution Sale.

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:**

25 Admitted.

26 **REQUEST FOR ADMISSION NO. 13:**

27 Admit that, at the time of the Execution Sale, the auctioneer did not indicate the Property  
28 was sold free and clear of any co-ownership claim or interest.

**RESPONSE TO REQUEST FOR ADMISSION NO. 13:**

Objection, the Margolin is without sufficient information to either admit or deny the  
request because the Margolin was not personally present at the Execution Sale, and therefore has

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no knowledge of what the auctioneer said or did not say, and on this basis the request is denied.

**REQUEST FOR ADMISSION NO. 14:**

Admit that YOU have no personal knowledge regarding whether the Sheriff sent any notice to Plaintiff Star Living Trust.

**RESPONSE TO REQUEST FOR ADMISSION NO. 14:**

Admit.

**REQUEST FOR ADMISSION NO. 15:**

Admit that YOU have no personal knowledge regarding whether the Sheriff sent any notice to Plaintiff Koroghli Management Trust.

**RESPONSE TO REQUEST FOR ADMISSION NO. 15:**

Admit.

**REQUEST FOR ADMISSION NO. 16:**

Admit that the deed YOU received as a result of the Execution Sale was made expressly without warranty as to title.

**RESPONSE TO REQUEST FOR ADMISSION NO. 16:**

Objection, calls for a legal conclusion. Without waiving such objection, denied.

**REQUEST FOR ADMISSION NO. 17:**

Admit that the purchase price at the Execution Sale was less than 20% of the fair market value of the Property at the time of that sale.

**RESPONSE TO REQUEST FOR ADMISSION NO. 17:**

Denied.

**REQUEST FOR ADMISSION NO. 18:**

Admit that YOU have received income from YOUR interest in the Property.

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**RESPONSE TO REQUEST FOR ADMISSION NO. 18:**

Denied.

**REQUEST FOR ADMISSION NO. 19:**

Admit that YOU have no evidence that Plaintiffs were notified of the Execution Sale prior to that sale.

**RESPONSE TO REQUEST FOR ADMISSION NO. 19:**

Objection, the form of the request is not a proper request for admission pursuant to Rule 36, Federal Rules of Civil Procedure which authorizes a request to admit “the truth of any matters within the scope of Rule 26(b)(1) relating to: (A) facts, the application of law to fact, or opinions about either, and (B) the genuineness of any described documents.” A request challenging a party to admit it has “no evidence” is not a proper request to admit a fact, the application of law to fact, or opinions about either. The request is not an effort to obtain an admission of facts which are not in dispute.

Objection, to this request as it is argumentative, misstates facts, and assumes facts not in evidence.

Objection, the request asks the Margolin to state what the Plaintiffs knew during an unspecified period of time, such a request calls for speculation.

DATED: This 2<sup>nd</sup> day of January, 2018.

BROWNSTEIN HYATT FARBER SCHRECK, LLP



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*Attorneys for JED MARGOLIN*

**CERTIFICATE OF SERVICE**

Pursuant to Fed. R. Civ. P. 5(b), I certify that I am an employee of BROWNSTEIN HYATT FARBER SCHRECK, LLP, and on this 2<sup>nd</sup> day of January, 2018, I served the document entitled **RESPONSE OF DEFENDANT AND CROSS-DEFENDANT JED MARGOLIN TO PLAINTIFFS' FIRST SET OF REQUESTS FOR ADMISSIONS** on the parties listed below via the following:

**VIA FIRST CLASS U.S. MAIL:** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Reno, Nevada, addressed as follows:

Jeffrey L. Hartman, Esq.  
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Las Vegas, NV 89117  
yli@wrightlegal.net  
Attorneys for *Plaintiffs Fred Sadri, as Trustee for The Star Living Trust, dated April 14, 1997; Ray Koroghli and Sathsowi T. Koroghli, as Managing Trustees for Koroghli Management Trust*

**BY PERSONAL SERVICE:** by personally hand-delivering or causing to be hand delivered by such designated individual whose particular duties include delivery of such on behalf of the firm, addressed to the individual(s) listed, signed by such individual or his/her representative accepting on his/her behalf. A receipt of copy signed and dated by such an individual confirming delivery of the document will be maintained with the document and is attached.

**VIA COURIER:** by delivering a copy of the document to a courier service for over-night delivery to the foregoing parties.

**VIA ELECTRONIC SERVICE:** by electronically filing the document with the Clerk of the Court using the ECF system which served the following parties electronically:



Employee of Brownstein Hyatt Farber Schreck, LLP