

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
3 WATSON ROUNDS
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5 Reno, NV 89511
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8 *Attorneys for Plaintiff Jed Margolin*

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In The First Judicial District Court of the State of Nevada
In and for Carson City

JED MARGOLIN, an individual,

Plaintiff,

vs.

OPTIMA TECHNOLOGY CORPORATION,
a California corporation, OPTIMA
TECHNOLOGY CORPORATION, a Nevada
corporation, REZA ZANDIAN aka
GOLAMREZA
ZANDIANJAZI aka GHOLAM REZA
ZANDIAN
aka REZA JAZI aka J. REZA JAZI aka G. REZA
JAZI aka GHONONREZA ZANDIAN JAZI,
an individual, DOE Companies
1-10, DOE Corporations 11-20, and DOE
Individuals 21-30,

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**APPLICATION FOR DEFAULT
JUDGMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

Plaintiff Jed Margolin hereby applies for a default judgment pursuant to NRCPC
55(b)(2) against Defendants Reza Zandian ("Zandian"), Optima Technology Corporation, a
Nevada corporation, and Optima Technology Corporation, a California corporation. This
Application is based on the following Memorandum of Points and Authorities and all
pleadings, motions, and papers on file herein.

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1 Based on the following arguments and evidence, Plaintiff requests that the Court enter
2 judgment in his favor, and against Defendants, in the manner set forth in the Attached Default
3 Judgment. Alternatively, in the event the Court is unwilling to grant the requested relief and
4 enter the attached Default Judgment in Plaintiff's favor, Plaintiff respectfully requests that oral
5 argument be heard on this matter.

6 **MEMORANDUM OF POINTS AND AUTHORITIES**

7 **I. FACTUAL BACKGROUND**

8 Plaintiff Jed Margolin is the named inventor on numerous patents and patent
9 applications, including United States Patent No. 5,566,073 ("the '073 Patent"), United States
10 Patent No. 5,904,724 ("the '724 Patent"), United States Patent No. 5,978,488 ("the '488
11 Patent") and United States Patent No. 6,377,436 ("the '436 Patent") (collectively "the
12 Patents"). See Complaint, ¶ 9. Mr. Margolin is the legal owner and owner of record for the
13 '488 and '436 Patents, and has never assigned those patents. *Id.*, ¶ 10. In July 2004, Mr.
14 Margolin granted to Optima Technology Group ("OTG"), a Cayman Islands Corporation
15 specializing in aerospace technology, a Power of Attorney regarding the '073 and '724
16 Patents. *Id.*, ¶ 11. Subsequently, Mr. Margolin assigned the '073 and '724 Patents to OTG.
17 *Id.* ¶ 13. In exchange for the Power of Attorney and later Assignment, OTG agreed to pay Mr.
18 Margolin royalties based on OTG's licensing of the '073 and '724 Patents. *Id.*

19 In May 2006, OTG and Mr. Margolin licensed the '073 and '724 Patents to Geneva
20 Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to the royalty
21 agreement between Mr. Margolin and OTG. *Id.*, ¶ 12. In about October 2007, OTG licensed
22 the '073 Patent to Honeywell International, Inc., and Mr. Margolin received a royalty payment
23 pursuant to the royalty agreement between Mr. Margolin and OTG. *Id.*, ¶ 14.

24 On about December 12, 2007, Defendant Zandian filed with the U.S. Patent and
25 Trademark Office ("USPTO") fraudulent assignment documents allegedly assigning all four of
26 the Patents to Optima Technology Corporation ("OTC"), a company apparently owned by
27 Defendant Zandian. *Id.*, ¶ 15. Upon discovery of the fraudulent filing, Mr. Margolin: (a) filed
28 a report with the Storey County Sheriff's Department; (b) took action to regain record title to

1 Zandian on December 2, 2010, and Plaintiff filed and served a Notice of Entry of Default on
2 Defendant Zandian on December 7, 2010 and on his last known attorney on December 16,
3 2010. *Id.*, ¶ 4, Exhibit B.

4 The answers of Defendants Optima Technology Corporation, a Nevada corporation,
5 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,
6 but Defendants have not answered the Complaint or responded in any way. Joseph Decl., ¶¶
7 2-3, Exhibit A. Default was entered against Defendants Optima Technology Corporation, a
8 Nevada corporation, and Optima Technology Corporation, a California corporation on
9 December 2, 2010, and Plaintiff filed and served a Notice of Entry of Default on the corporate
10 entities on December 7, 2010 and on their last known attorney on December 16, 2010. *Id.*, ¶ 4,
11 Exhibit B.

12 III. ARGUMENT

13 NRCP 55(b)(2) allows a party to apply to the Court for a default judgment. As set
14 forth above, Defendants were properly served with Plaintiff's Complaint, but have failed to
15 answer or otherwise respond. *See supra*. As a result, all of the averments in Plaintiff's
16 Complaint, other than those as to the amount of damage, are admitted. NRCP 8(d). As set
17 forth herein, Plaintiff has stated claims for relief for each of his alternative causes of action,
18 and has presented admissible evidence on the amount of damages he has incurred as a result of
19 Defendants' various tortious actions. *See supra*.; *see* Complaint, ¶¶ 9-43; Margolin Decl., ¶ 4,
20 Exhibit C. As such, Plaintiff respectfully requests that judgment be entered in the manner set
21 forth in the proposed Default Judgment filed and served herewith.

22 Defendants' tortious actions discussed in detail below support Plaintiff's claims for
23 relief and provide the basis for Plaintiff's damages.

24 **A. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO** 25 **SUPPORT HIS CLAIM FOR CONVERSION**

26 Conversion is "a distinct act of dominion wrongfully exerted over another's personal
27 property in denial of, or inconsistent with his title or rights therein or in derogation, exclusion,
28 or defiance of such title or rights." *Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606

1 (2002), quoting *Wantz v. Redfield*, 74 Nev. 196, 198 (1958)). Further, conversion is an act of
2 general intent, which does not require wrongful intent and is not excused by care, good faith,
3 or lack of knowledge. *Id.*, citing *Bader v. Cerri*, 96 Nev. 352, 357 n. 1 (1980). Conversion
4 applies to intangible property to the same extent it applies to tangible property. *See M.C.*
5 *Multi-Family Development, L.L.C. v. Crestdale Associates, Ltd.*, 193 P.3d 536 (Nev. 2008),
6 citing *Kremen v. Cohen*, 337 F.3d 1024, 1030 (9th Cir.2003)(expressly rejecting the rigid
7 limitation that personal property must be tangible in order to be the subject of a conversion
8 claim).

9 When a conversion causes “a serious interference to a party's rights in his property ...
10 the injured party should receive full compensation for his actual losses.” *Winchell v. Schiff*,
11 193 P.3d 946, 950-951 (2008), quoting *Bader*, 96 Nev. at 356, overruled on other grounds by
12 *Evans*, 116 Nev. at 608, 611. The return of the property converted does not nullify the
13 conversion. *Bader*, 96 Nev. at 356.

14 As set forth in the Complaint, Mr. Margolin owned the ‘488 and ‘436 Patents, and had
15 a royalty interest in the ‘073 and ‘724 Patents. Complaint, ¶¶ 9-13. Defendants filed false
16 assignment documents with the USPTO in order to gain dominion over the Patents. *Id.*, ¶15;
17 Margolin Decl., Exhibit B. Defendants failed to pay Mr. Margolin for interfering with his
18 property rights in the Patents. *Id.* Defendants’ retention of Mr. Margolin’s Patents is
19 inconsistent with his ownership interest therein and defied his legal rights thereto. *Id.* As a
20 direct and proximate result of Defendants’ conversion of Mr. Margolin’s Patents, Mr.
21 Margolin has suffered damages in the amount of \$90,000, which is the amount Mr. Margolin
22 paid in attorneys’ fees in the Arizona Action where the Court ordered that the USPTO correct
23 record title to the Patents (plus pre-judgment interest and costs – discussed below). Margolin
24 Decl., ¶ 4, Exhibit C.

25 Mr. Margolin has stated a claim for conversion and presented evidence to support that
26 claim and resulting damages. As a result, default judgment is warranted on at least this claim.

27 ///

28 ///

1 **B. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
2 **SUPPORT HIS CLAIMS FOR TORTIOUS INTERFERENCE**

3 "In Nevada, an action for intentional interference with contract requires: (1) a valid and
4 existing contract; (2) the defendant's knowledge of the contract; (3) intentional acts intended or
5 designed to disrupt the contractual relationship; (4) actual disruption of the contract; and (5)
6 resulting damage." *J.J. Indus., L.L.C. v. Bennett*, 119 Nev. 269, 274 (2003), citing *Sutherland*
7 *v. Gross*, 105 Nev. 192, 772 P.2d 1287, 1290 (1989)). "At the heart of [an intentional
8 interference] action is whether Plaintiff has proved intentional acts by Defendant intended or
9 designed to disrupt Plaintiff's contractual relations...." *Nat. Right to Life P.A. Com. v. Friends*
10 *of Bryan*, 741 F.Supp. 807, 814 (D.Nev. 1990).

11 Here, the facts alleged in the Complaint and admitted by Defendants prove that
12 Defendants intentionally interfered with Mr. Margolin's contract with OTG for the payment of
13 royalties by filing false assignment documents with the USPTO. Complaint, ¶¶ 26-30.
14 Because the loss of title to the Patents prevented Mr. Margolin and OTG from licensing the
15 Patents, no royalties were paid. The illegal act of filing "forged, invalid [and] void"
16 documents with the USPTO support that Defendants had the requisite intent to interfere with
17 Mr. Margolin's contract to collect royalties. *See* Margolin Decl., Exhibit B. As a direct and
18 proximate result of Defendants' interference of Mr. Margolin's contract with OTG, Mr.
19 Margolin has suffered damages in the amount of at least \$90,000, which is the amount Mr.
20 Margolin paid in attorneys' fees in the Arizona Action where the Court ordered that the
21 USPTO correct record title to the Patents (plus pre-judgment interest and costs – discussed
22 below). Margolin Decl., ¶ 4, Exhibit C.

23 Interference with prospective economic advantage requires a showing of the following
24 elements: 1) a prospective contractual relationship between the plaintiff and a third party; 2)
25 the defendant's knowledge of this prospective relationship; 3) the intent to harm the plaintiff
26 by preventing the relationship; 4) the absence of privilege or justification by the defendant;
27 and, 5) actual harm to the plaintiff as a result of the defendant's conduct. *Leavitt v. Leisure*
28 *Sports Incorporation*, 103 Nev. 81, 88 (Nev. 1987).

1 As alleged in the Complaint, Mr. Margolin and OTG had already licensed the '073 and
2 '724 Patents and were engaging in negotiations with other prospective licensees of the Patents
3 when Defendants filed the fraudulent assignment documents with the USPTO with the intent
4 to disrupt the prospective business. Complaint, ¶¶ 32-35. As a result of Defendants' acts, Mr.
5 Margolin's prospective business relationships were disrupted and Mr. Margolin has suffered
6 damages in the amount of \$90,000, which was the amount Mr. Margolin paid in attorneys'
7 fees in the Arizona Action where the Court ordered that the USPTO correct record title to the
8 Patents (plus pre-judgment interest and costs – discussed below). Margolin Decl., ¶ 4, Exhibit
9 C.

10 Mr. Margolin has stated claims for tortious interference and presented evidence to
11 support the claims and resulting damages. As a result, default judgment is appropriate on at
12 least these claims.

13 **C. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
14 **SUPPORT HIS CLAIM FOR UNJUST ENRICHMENT**

15 Unjust enrichment is the unjust retention of a benefit to the loss of another, or the
16 retention of money or property of another against the fundamental principles of justice or
17 equity and good conscience. *Mainor v. Nault*, 120 Nev. 750, 763 (Nev. 2004);
18 *Nevada Industrial Dev. V. Benedetti*, 103 Nev. 360, 363 n. 2 (1987). The essential elements of
19 a claim for unjust enrichment are a benefit conferred on the defendant by the plaintiff,
20 appreciation of the defendant of such benefit, and acceptance and retention by the defendant of
21 such benefit. *Topaz Mutual Co., Inc. v. Marsh*, 108 Nev. 845, 856 (1992), quoting
22 *Unionamerica Mtg. v. McDonald*, 97 Nev. 210, 212 (1981).

23 As set forth above and in the Complaint, Mr. Margolin conferred a benefit on
24 Defendants when Defendants took record title of the Patents. See Complaint, ¶ 15.
25 Defendants retained this benefit for approximately eight months and failed to provide any
26 payment for title to the Patents *Id.* As a direct result of Defendants' unjust retention of the
27 benefit conferred on them by Mr. Margolin, Mr. Margolin has suffered damages in the amount
28 of \$90,000, which is the amount Mr. Margolin spent on attorneys' fees in the Arizona Action

1 where the Court ordered that the USPTO correct record title to the Patents (plus pre-judgment
2 interest and costs – discussed below). Margolin Decl., ¶ 4, Exhibit C.

3 Mr. Margolin has stated a claim for unjust enrichment and presented evidence to
4 support that claim and the resulting damages. As a result, default judgment is warranted on at
5 least this claim.

6
7 **D. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO
SUPPORT HIS CLAIM FOR UNFAIR TRADE PRACTICES**

8 Under N.R.S. § 598.0915, knowingly making a false representation as to affiliation,
9 connection, association with another person, or knowingly making a false representation in the
10 course of business constitutes unfair trade practices. *Id.* By filing a fraudulent assignment
11 document with the USPTO, Defendants knowingly made a false representation to the USPTO
12 that Mr. Margolin and OTG had assigned the Patents to Defendants. *See Complaint*, ¶¶ 15,
13 42-43. As a result of Defendants false representation, Mr. Margolin was deprived of his
14 ownership interests in the Patents for a period of approximately eight months.

15 The United States District Court for the District of Arizona ruled that OTC had no
16 interest in the '073 or '724 Patents, and that the assignment documents Defendants filed with
17 the USPTO were “forged, invalid, void, of no force and effect.” Margolin Decl., Exhibit B.
18 Accordingly, Mr. Margolin has stated a claim for deceptive trade practices and has presented
19 evidence to support that claim and the resulting damages in the amount of \$90,000, which was
20 the amount Mr. Margolin paid in attorneys’ fees in the Arizona Action where the Court
21 ordered that the USPTO correct record title to the Patents (plus pre-judgment interest and costs
22 – discussed below). Margolin Decl., ¶ 4, Exhibit C. As such, default judgment is warranted
23 on at least this claim.

24 **E. MR. MARGOLIN IS ENTITLED TO PREJUDGMENT INTEREST**

25 NRS 99.040(1) provides, in pertinent part:

26
27 When there is no express contract in writing fixing a different rate of interest,
28 interest must be allowed at a rate equal to the prime rate at the largest bank in
Nevada, as ascertained by the Commissioner of Financial Institutions, on

1 January 1, or July 1, as the case may be, immediately preceding the date of the
transaction, plus 2 percent, upon all money from the time it becomes due....

2 *Id.*

3 In Nevada, the prejudgment interest rate on an award is the rate in effect at the time the
4 contract between the parties was signed. *Kerala Properties, Inc. v. Familian*, 122 Nev. 601,
5 604 (2006). As set forth above, Defendants committed the tortious acts on December 12,
6 2007. *See supra*. The controlling interest rate as of July 1, 2007 was 8.25%. Joseph Decl., ¶
7 6, Exhibit D. As a result, the proper interest rate for calculating prejudgment interest is
8 10.25%. *Id.*; NRS 99.040.

9 As of December 12, 2007, the amount of at least \$90,000 was due and owing to Mr.
10 Margolin. Margolin Decl., ¶ 4, Exhibit C. As a result, that amount has been due and owing
11 for at least 1,158 days (December 12, 2007 to February 25, 2011). The prejudgment interest
12 amount is therefore \$29,267 ($.1025 \times 1,158 \text{ days} \times \$90,000$ divided by 365). Joseph Decl., ¶
13 6, Exhibit D.

14 **F. MR. MARGOLIN IS ENTITLED TO COSTS**

15 NRS §§18.020 provides, in pertinent part:

16
17 Costs must be allowed of course to the prevailing party against any adverse party
18 against whom judgment is rendered, in the following cases: 1) in an action for the
19 recovery of real property or a possessory right thereto; 2) in an action to recover the
20 possession of personal property, where the value of the property amounts to more
than \$2,500. The value must be determined by the jury, court or master by whom
the action is tried; 3) in an action for the recovery of money or damages, where the
plaintiff seeks to recover more than \$2,500.

21 *Id.*

22 If the Court grants this Application, Mr. Margolin will be the prevailing party under
23 NRS §§18.020 and will therefore be entitled to costs thereunder. As discussed herein and in
24 the Complaint, Mr. Margolin is seeking to recover the value of property valued in excess of
25 \$2,500 as well as money and damages in the amount of \$90,000.

26 To date, Mr. Margolin has incurred costs in the amount of \$2,327.46. Joseph Decl., ¶
27 5, Exhibit C. When the amount of compensatory damages is combined with prejudgment
28 interest and costs, the total requested judgment figure is \$121,594.46. *See supra*. Mr.

1 Margolin requests that judgment be entered in his favor, and against Defendants, in this
2 amount.

3 **IV. CONCLUSION**

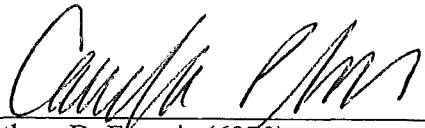
4 In light of the foregoing, Plaintiff's Application for Default Judgment should be
5 granted, and the attached Default Judgment should be entered.

6
7 **AFFIRMATION PURSUANT TO NRS 239B.030**

8 The undersigned does hereby affirm that the preceding document does not contain the
9 social security number of any person.

10
11 Dated this 28th day of February, 2011.

12
13 BY: _____


14 Matthew D. Francis (6978)
15 Cassandra P. Joseph (9845)
16 WATSON ROUNDS
17 5371 Kietzke Lane
18 Reno, NV 89511
19 Telephone: 775-324-4100
20 Facsimile: 775-333-8171
21 *Attorneys for Plaintiff Jed Margolin*
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CERTIFICATE OF SERVICE

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Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Application for Default Judgment** and the **(Proposed) Default Judgment**, addressed as follows:

John Peter Lee
John Peter Lee, Ltd.
830 Las Vegas Blvd. South
Las Vegas, NV 89101

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

Optima Technology Corp.
A California corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

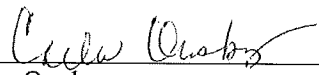
Optima Technology Corp.
A Nevada corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

Reza Zandian
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Optima Technology Corp.
A California corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Optima Technology Corp.
A Nevada corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Dated: February 28, 2011



Carla Ousby

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
3 WATSON ROUNDS
4 5371 Kietzke Lane
5 Reno, NV 89511
6 Telephone: 775-324-4100
7 Facsimile: 775-333-8171
8 *Attorneys for Plaintiff Jed Margolin*

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In The First Judicial District Court of the State of Nevada
In and for Carson City

10 JED MARGOLIN, an individual,

11 Plaintiff,

12 vs.

13 OPTIMA TECHNOLOGY CORPORATION,
14 a California corporation, OPTIMA
15 TECHNOLOGY CORPORATION, a Nevada
16 corporation, REZA ZANDIAN aka
17 GOLAMREZA ZANDIANJAZI aka GHOLAM
18 REZA ZANDIAN aka REZA JAZI aka J. REZA
19 JAZI aka G. REZA JAZI aka GHONONREZA
20 ZANDIAN JAZI, an individual, DOE Companies
21 1-10, DOE Corporations 11-20, and DOE
22 Individuals 21-30,

23 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**DECLARATION OF CASSANDRA P.
JOSEPH IN SUPPORT OF
APPLICATION FOR DEFAULT
JUDGMENT**

21 I, Cassandra P. Joseph do hereby declare and state as follows:

22 1. I am a partner at the law firm of Watson Rounds located at 5371 Kietzke Lane,
23 Reno, Nevada 89511. This declaration is based upon my personal knowledge, and is made in
24 support of Plaintiff's Application for Default Judgment.

25 2. The Complaint in this action was filed on December 11, 2009, and was
26 personally served upon Defendant Reza Zandian ("Zandian") on February 2, 2010 and on
27 Defendants Optima Technology Corporation, a Nevada corporation, and Optima Technology
28 Corporation, a California corporation on March 21, 2010. True and correct copies of the

1 Affidavits of Service are attached hereto as Exhibit A.

2 3. Answers to the Complaint were due on February 22, 2010 and March 8, 2010,
3 but Defendants have not answered the Complaint or responded in any way.

4 4. Default was entered against Defendants on December 2, 2010. Plaintiff filed
5 and served a Notice of Entry of Default for each defendant on December 7, 2010. Plaintiff
6 served the Application for Default and the Notice of Entry of Default for each defendant on
7 Defendants' last known attorney on December 16, 2010. A true and correct copy of each
8 Notice of Entry of Default is attached hereto as Exhibit B.

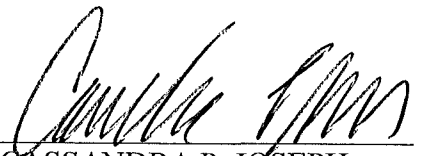
9 5. To date, Plaintiff has incurred billed and unbilled costs in the amount of
10 \$2,327.46. A true and correct copy of a printout from the Watson Rounds AlSCO client ledger
11 is attached hereto as Exhibit C. As a result, the total amount of costs incurred in this action to
12 date total \$2,327.46.

13 6. Attached hereto as Exhibit D is a true and correct printout from
14 <http://www.moneycafe.com/library/primerate.htm> showing the prime interest rates from 2001-
15 2011. The prime interest rate as of June 1, 2007 was 8.25%.

16 7. I declare under penalty of perjury that the foregoing is true and correct to the
17 best of my knowledge.

18
19 Dated this 28th day of February, 2011.

20 By:


CASSANDRA P. JOSEPH

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28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, **DECLARATION OF CASSANDRA P.**
5 **JOSEPH IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT**, addressed as
6 follows:

7
8 John Peter Lee
9 John Peter Lee, Ltd.
10 830 Las Vegas Blvd. South
11 Las Vegas, NV 89101

12 Reza Zandian
13 8401 Bonita Downs Road
14 Fair Oaks, CA 95628

15 Optima Technology Corp.
16 A California corporation
17 8401 Bonita Downs Road
18 Fair Oaks, CA 95628

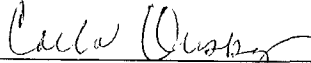
19 Optima Technology Corp.
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24 8775 Costa Verde Blvd. #501
25 San Diego, CA 92122

26 Optima Technology Corp.
27 A California corporation
28 8775 Costa Verde Blvd. #501
San Diego, CA 92122

Optima Technology Corp.
A Nevada corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Dated: February 28, 2011



Carla Ousby

Exhibit A

Exhibit A

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ALAN GLOVER
BY J. HARKLEROAD
DEPUTY

In the First Judicial District Court of the State of Nevada
in and for Carson City

SUMMONS

JED MARGOLIN, an individual
Plaintiff,

^{VS.}
Optima Technology Corporation, a California corporation,
Optima Technology Corporation, a Nevada corporation, Reza
Zandian aka Golanreza Zandianjazi aka Gholam Reza Zandian
aka Reza Jazi aka J. Reza Defendant, Jazi aka G. Reza Jazi
aka Chononreza Zandian Jazi, an individual, DOE Companies
1-10, DOE Corporations 11-20, and DOE Individuals 21-30
DEFENDANTS

THE STATE OF NEVADA SENDS GREETINGS TO THE ABOVE-NAMED DEFENDANT:

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT: A civil Complaint has been filed by the plaintiff against you.

1. If you wish to defend this lawsuit, you must, within 20 days after this Summons is served on you, exclusive of the day of service, file with this Court a written pleading in response to this Complaint.
2. Unless you respond, your default will be entered upon application of the plaintiff, and this Court may enter a judgment against you for the relief demanded in the Complaint*, which could result in the taking of money or property or the relief requested in the Complaint.
3. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. You are required to serve your response upon plaintiff's attorney, whose address is

ALAN GLOVER

Clerk of Court

By

Deputy Clerk

Date December 15, 2009, 20

*Note - When service by publication, insert a brief statement of the object of the action. See Rule 4.

RETURN OF SERVICE ON REVERSE SIDE

AFFIDAVIT OF SERVICE
(For General Use)

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } SS.

ROBERT TOTH, declares under penalty of perjury:
That affiant is, and was on the day when he served the within Summons, over 18 years of age, and not a party to, nor interested in, the within action; that the affiant received the Summons on the 22ND day of JANUARY, 20 10, and personally served the same upon REZA ZANDIAN the within named defendant, on the 2ND day of FEBRUARY, 20 10, by delivering to the said defendant, personally, in FAIR OAKS, County of SACRAMENTO, State of CALIFORNIA, a copy of the Summons attached to a copy of the Complaint.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed this 12TH day of FEBRUARY, 20 10. Robert Toth
Signature of person making service

STATE OF NEVADA }
CARSON CITY } SS.

NEVADA SHERIFF'S RETURN
(For Use of Sheriff of Carson City)

I hereby certify and return that I received the within Summons on the _____ day of _____, 20 ____; and personally served the same upon _____, the within named defendant, on the _____ day of _____, 20 ____, by delivering to the said defendant, personally, in Carson City, State of Nevada, a copy of the Summons attached to a copy of the Complaint.

Sheriff of Carson City, Nevada

Date: _____, 20 ____ By _____ Deputy

STATE OF NEVADA }
COUNTY OF _____ } SS.

AFFIDAVIT OF MAILING
(For Use When Service is by Publication and Mailing)

_____, declares under penalty of perjury:
That affiant is, and was when the herein described mailing took place, over 18 years of age, and not a party to, nor interested in, the within action; that on the _____ day of _____, 20 ____, affiant deposited in the Post Office at _____, Nevada, a copy of the within Summons attached to a copy of the Complaint, enclosed in a sealed envelope upon which first class postage was fully prepaid, addressed to _____, the within named defendant, at _____; that there is a regular communication by mail between the place of mailing and the place so addressed.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed this _____ day of _____, 20 ____.

NOTE - If service is made in any manner permitted by Rule 4 other than personally upon the defendant, or is made outside the United States, a special affidavit or return must be made

1 Jed Margolin v. Optima Technology Corp., et al.
2 Case No. 090C00579 1B
3 Declaration of Robert Toth

4 I, ROBERT TOTH, hereby declare:

5 I am a registered process server for the State of California. I have personal knowledge of
6 the facts contained in this Declaration, and if called as a witness, I could and would competently
7 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

8 I served copies of the Summons and Complaint, on Reza Zandian aka Golamreza
9 Zandianjaza, aka Gholam Reza Zandian, aka Reza Jazi, aka J. Reza Jazi, aka G. Reza Jazi, aka
10 Ghononreza Zanian Jazi:

11 On January 26, 2010 at 8:43 a.m., I wen to the residence address at 8401 Bonita Downs
12 Road, Fair Oaks, California 95628. There was no answer at the door.

13 On January 28, 2010 at 3:47 p.m., I returned to the residence again, and there was no
14 answer at the door.

15 On January 31, 2010 at 4:13 p.m., I went the residence address, and again there was no
16 answer at the door.

17 On February 2, 2010 at 5:37 p.m., when I returned to the residence address, I observed no
18 lights on, no cars parked, but that the trash was set out.

19 On February 2, 2010 at 7:21 p.m., I returned to the residence address. The door was
20 answered by an elderly man, described as mid to late-60's, middle eastern accent, 5'4" tall, grey
21 hair, long beard, thin, and wearing glasses. I told him I was looking for Reza. I showed him the
22 name on the documents with the various names, and made a motion that he knew one or more of
23 the names. I showed him the photograph that I had. I told him I had legal documents for Reza,
24 and that I would leave it with him. He took the envelope, opened it and saw the documents. He
25 told me that he did not want the papers and that he did not live there. I told him that we had
26 confirmed that was his address. He returned the envelope back. I told him that he needed to
27 make sure that Reza got the paperwork. I put the envelope by the doorway. He picked up the
28 envelope and threw it at me as I was leaving. I left the documents there and again told him that
he had been served for Reza.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed this 18th day of February, at Citrus Heights, California.



ROBERT M. TOTH
Registered Process Server

ORIGINAL
COPY

No. 090C00579 1B

Dept. 1

REC'D & FILED
2010 MAR 26 PM 1:40
ALAN GLOVER
RY. C. CLERK
DEPUTY

In the First Judicial District Court of the State of Nevada
in and for Carson City

add'l
SUMMONS

JED MARGOLIN, an individual

Plaintiff,

vs.

Optima Technology Corporation, a California corporation,
OPTima Technology Corporation, a Nevada corporation, Reza
Zandian aka Golanreza Zandianjazi aka Gholam Reza Zandian
aka Reza Jazi aka J. Reza Defendant, Jazi aka G. Reza Jazi
aka Chononreza Zandian Jazi, an individual, DOE Companies
1-10, DOE Corporations 11-20, and DOE Individuals 21-30.

THE STATE OF NEVADA SENDS GREETINGS TO THE ABOVE-NAMED DEFENDANT: Optima
TEchnology Corporation, a California Corporation

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING
HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

TO THE DEFENDANT: A civil Complaint has been filed by the plaintiff against you.

1. If you wish to defend this lawsuit, you must, within 20 days after this Summons is served on you, exclusive of the day of service, file with this Court a written pleading in response to this Complaint.
2. Unless you respond, your default will be entered upon application of the plaintiff, and this Court may enter a judgment against you for the relief demanded in the Complaint*, which could result in the taking of money or property or the relief requested in the Complaint.
3. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. You are required to serve your response upon plaintiff's attorney, whose address is

ALAN GLOVER

Clerk of Court

By

M. Margolin

Deputy Clerk

Date March 9, 20 10

*Note - When service by publication, insert a brief statement of the object of the action. See Rule 4.

RETURN OF SERVICE ON REVERSE SIDE

AFFIDAVIT OF SERVICE
(For General Use)

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } SS.

I SHAWN SARDIA, declares under penalty of perjury:
That affiant is, and was on the day when he served the within Summons, over 18 years of age, and not a party to, nor interested in, the within action; that the affiant received the Summons on the 19th 20th day of MARCH, 20 10, and personally served the same upon REZA ZANDIAN, AGENT FOR SERVICE OF PROCESS the within named defendant, on the 21st day of MARCH, 20 10, by delivering to the said defendant, personally, in FAIR OAKS, County of SACRAMENTO, State of CALIFORNIA, a copy of the Summons attached to a copy of the Complaint.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed this 23rd day of MARCH, 20 10. Shawn I Sardia # SAC 2008-5
Signature of person making service

STATE OF NEVADA }
CARSON CITY } SS.

NEVADA SHERIFF'S RETURN
(For Use of Sheriff of Carson City)

I hereby certify and return that I received the within Summons on the _____ day of _____, 20 ____; and personally served the same upon _____, the within named defendant, on the _____ day of _____, 20 ____, by delivering to the said defendant, personally, in Carson City, State of Nevada, a copy of the Summons attached to a copy of the Complaint.

Sheriff of Carson City, Nevada

Date: _____, 20 ____ By _____ Deputy

STATE OF NEVADA }
COUNTY OF _____ } SS.

AFFIDAVIT OF MAILING
(For Use When Service is by Publication and Mailing)

_____, declares under penalty of perjury:
That affiant is, and was when the herein described mailing took place, over 18 years of age, and not a party to, nor interested in, the within action; that on the _____ day of _____, 20 ____, affiant deposited in the Post Office at _____, Nevada, a copy of the within Summons attached to a copy of the Complaint, enclosed in a sealed envelope upon which first class postage was fully prepaid, addressed to _____, the within named defendant, at _____; that there is a regular communication by mail between the place of mailing and the place so addressed.
I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed this _____ day of _____, 20 ____.

NOTE - If service is made in any manner permitted by Rule 4 other than personally upon the defendant, or is made outside the United States, a special affidavit or return must be made

1 Jed Margolin v. Optima Technology Corporation, et al.
2 Case No. 090C0500679 1B
3 Declaration of Robert Toth

4 I, ROBERT TOTH, hereby declare:

5 I am a registered process server for the State of California. I have personal knowledge of
6 the facts contained in this Declaration, and if called as a witness, I could and would competently
7 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

8 I attempted service of copies of the Summons, Complaint and Order on Reza Zandian,
9 agent for process of service for Optima Technoloy Corp, a California Corp and Optima
10 Technology Corp, A Nevada Corp., as follows:

11 On March 19, 2010 at 4:12 p.m., I went to the residence address at 8401 Bonita Downs
12 Road Fair Oaks, 95628. There was no answer at the door.

13 On March 20, 2010 at 12:07 p.m. There was no answer at the door.

14 At that time, I turned over the documents to an associated, Shawn Sardia.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct, and that this declaration is executed this 23rd day of March, at
17 Citrus Heights, California.



18 ROBERT M. TOTH
19 Registered Process Server
20 Sacramento #2000-28
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1 Jed Margolin v. Optima Technology Corporation, et al.
2 Case No. 090C0500679 1B
3 Declaration of Shawn Sardia

4 I, SHAWN SARDIA, hereby declare:

5 I am a registered process server for the State of California. I have personal knowledge of
6 the facts contained in this Declaration, and if called as a witness, I could and would competently
7 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

8 I served copies of the Summons, Complaint and Order on Reza Zandian, agent for
9 process of service for Optima Technoloy Corp, a California Corp and Optima Technology Corp,
10 A Nevada Corp., as follows:

11 On March 20, 2010 at 10:14 a.m., I went to the residence located at 8401 Bonita Downs
12 Road, Fair Oaks, CA 95628. There was no answer at the door.

13 On March 21, 2010 at 9:45 a.m. I returned to the residence. There was no answer at the
14 door.

15 On March 21, 2010 at 6:45 p.m. I returned to the resident's address. The door was
16 answered by an elderly man, described as mid to late-60's, middle eastern accent, 5'4" tall, grey
17 hair, long beard, thin, wearing glasses and is the subject's father. I told him I had legal documents
18 for Reza Zandian, and that I would leave it with him. He told me he did not want the papers. I put
19 the envelope by the doorway and told him he had been served for Reza. He closed the door.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct, and that this declaration is executed this 23rd day of March, at
22 Citrus Heights, California.

23 
24 SHAWN SARDIA
25 Registered Process Server
26 Sacramento #2008-5
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No. 090C00579 1B

Dept. 1

COPY

REC'D & FILED
2010 MAR 26 PM 1:40
ALAN GLOVER
BY C. COOPER CLERK

In the First Judicial District Court of the State of Nevada
in and for Carson City

JED MARGOLIN, an individual

SUMMONS

Plaintiff,

vs.

Optima Technology Corporation, a California corporation,
OPTima Technology Corporation, a Nevada corporation, Reza
Zandian aka Golanreza Zandianjazi aka Gholam Reza Zandian
aka Reza Jazi aka J. Rez Defendant. Jazi aka G. Reza Jazi
aka Chononreza Zandian Jazi, an individual, DOE Companies
1-10, DOE Corporations 11-20, and DOE Individuals 21-30.

THE STATE OF NEVADA SENDS GREETINGS TO THE ABOVE-NAMED DEFENDANT: Optima
Technology Corporation, a Nevada Corporation

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING
HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

TO THE DEFENDANT: A civil Complaint has been filed by the plaintiff against you.

1. If you wish to defend this lawsuit, you must, within 20 days after this Summons is served on you, exclusive of the day of service, file with this Court a written pleading in response to this Complaint.
2. Unless you respond, your default will be entered upon application of the plaintiff, and this Court may enter a judgment against you for the relief demanded in the Complaint*, which could result in the taking of money or property or the relief requested in the Complaint.
3. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. You are required to serve your response upon plaintiff's attorney, whose address is

ALAN GLOVER

Clerk of Court

By Margolin

Deputy Clerk

Date March 9, 20 10

*Note - When service by publication, insert a brief statement of the object of the action. See Rule 4.

RETURN OF SERVICE ON REVERSE SIDE

AFFIDAVIT OF SERVICE
(For General Use)

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } SS.
I SHAWN SARDIA

, declares under penalty of perjury:
That affiant is, and was on the day when he served the within Summons, over 18 years of age, and not a party to, nor interested in, the within action; that the affiant received the Summons on the 19th 20th 5⁵ day of MARCH, 20 10, and personally served the same upon REZA ZANDIAN, AGENT FOR SERVICE OF PROCESS the within named defendant, on the 21st day of MARCH, 20 10, by delivering to the said defendant, personally, in EMERSONS, County of SACRAMENTO, State of CALIFORNIA, a copy of the Summons attached to a copy of the Complaint.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed this 23rd day of MARCH, 20 10. Shawn F SARDIA # SAC 2005-5
Signature of person making service

STATE OF NEVADA }
CARSON CITY } SS.

NEVADA SHERIFF'S RETURN
(For Use of Sheriff of Carson City)

I hereby certify and return that I received the within Summons on the _____ day of _____, 20 ____; and personally served the same upon _____, the within named defendant, on the _____ day of _____, 20 ____, by delivering to the said defendant, personally, in Carson City, State of Nevada, a copy of the Summons attached to a copy of the Complaint.

Sheriff of Carson City, Nevada

Date: _____, 20 ____ By _____ Deputy

STATE OF NEVADA }
COUNTY OF _____ } SS.

AFFIDAVIT OF MAILING
(For Use When Service is by Publication and Mailing)

, declares under penalty of perjury:
That affiant is, and was when the herein described mailing took place, over 18 years of age, and not a party to, nor interested in, the within action; that on the _____ day of _____, 20 ____, affiant deposited in the Post Office at _____, Nevada, a copy of the within Summons attached to a copy of the Complaint, enclosed in a sealed envelope upon which first class postage was fully prepaid, addressed to _____, the within named defendant, at _____; that there is a regular communication by mail between the place of mailing and the place so addressed.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed this _____ day of _____, 20 ____.

1 Jed Margolin v. Optima Technology Corporation, et al.
2 Case No. 090C0500679 1B
3 Declaration of Robert Toth

4 I, ROBERT TOTH, hereby declare:

5 I am a registered process server for the State of California. I have personal knowledge of
6 the facts contained in this Declaration, and if called as a witness, I could and would competently
7 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

8 I attempted service of copies of the Summons, Complaint and Order on Reza Zandian,
9 agent for process of service for Optima Technoloy Corp, a California Corp and Optima
10 Technology Corp, A Nevada Corp., as follows:

11 On March 19, 2010 at 4:12 p.m., I went to the residence address at 8401 Bonita Downs
12 Road Fair Oaks, 95628. There was no answer at the door.

13 On March 20, 2010 at 12:07 p.m. There was no answer at the door.

14 On March 19, 2010 I turned over a copy of the documents to an associate, Shawn Sardia.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct, and that this declaration is executed this 23rd day of March, at
17 Citrus Heights, California.



18 ROBERT M. TOTH
19 Registered Process Server
20 Sacramento #2000-28
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1 Jed Margolin v. Optima Technology Corporation, et al.
2 Case No. 090C0500679 1B
3 Declaration of Shawn Sardia

4 I, SHAWN SARDIA, hereby declare:

5 I am a registered process server for the State of California. I have personal knowledge of
6 the facts contained in this Declaration, and if called as a witness, I could and would competently
7 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

8 I served copies of the Summons, Complaint and Order on Reza Zandian, agent for
9 process of service for Optima Technoloy Corp, a California Corp and Optima Technology Corp,
10 A Nevada Corp., as follows:

11 On March 20, 2010 at 10:14 a.m., I went to the residence located at 8401 Bonita Downs
12 Road, Fair Oaks, CA 95628. There was no answer at the door.

13 On March 21, 2010 at 9:45 a.m. I returned to the residence. There was no answer at the
14 door.

15 On March 21, 2010 at 6:45 p.m. I returned to the resident's address. The door was
16 answered by an elderly man, described as mid to late-60's, middle eastern accent, 5'4" tall, grey
17 hair, long beard, thin, wearing glasses and is the subject's father. I told him I had legal documents
18 for Reza Zandian, and that I would leave it with him. He told me he did not want the papers. I put
19 the envelope by the doorway and told him he had been served for Reza. He closed the door.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct, and that this declaration is executed this 23rd day of March, at
22 Citrus Heights, California.

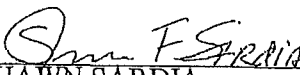
23 
24 SHAWN SARDIA
25 Registered Process Server
26 Sacramento #2008-5
27
28

Exhibit B

Exhibit B

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
3 WATSON ROUNDS
4 5371 Kietzke Lane
5 Reno, NV 89511
6 Telephone: 775-324-4100
7 Facsimile: 775-333-8171
8 *Attorneys for Plaintiff Jed Margolin*

REC'D & FILED
2010 DEC -7 PM 2:15
ACICCOOPER
CLERK

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**In The First Judicial District Court of the State of Nevada
In and for Carson City**

JED MARGOLIN, an individual,

Plaintiff,

vs.

OPTIMA TECHNOLOGY CORPORATION,
a California corporation, OPTIMA
TECHNOLOGY CORPORATION, a Nevada
corporation, REZA ZANDIAN aka
GOLAMREZA
ZANDIANJAZI aka GHOLAM REZA
ZANDIAN
aka REZA JAZI aka J. REZA JAZI aka G. REZA
JAZI aka GHONONREZA ZANDIAN JAZI,
an individual, DOE Companies
1-10, DOE Corporations 11-20, and DOE
Individuals 21-30,

Defendants.

Case No.: 090C00579 1B
Dept. No.: 1


NOTICE OF ENTRY OF DEFAULT

To all parties and their counsel of record:

Please take notice that the Default as to Optima Technology Corporation, a Nevada
corporation, attached hereto as Exhibit 1 was filed in the above-titled Court on December 2,
2010.

///
///

1 Dated this 6th day of December, 2010.
2
3

BY: 

Matthew D. Francis (6978)
Cassandra P. Joseph (9845)
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511
Telephone: 775-324-4100
Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **NOTICE OF ENTRY OF DEFAULT**, addressed as follows:

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

Optima Technology Corp.
A California corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

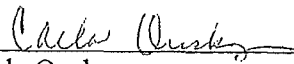
Optima Technology Corp.
A Nevada corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

Reza Zandian
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Optima Technology Corp.
A California corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Optima Technology Corp.
A Nevada corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Dated: December 6, 2010



Carla Ousby

Exhibit 1

Exhibit 1

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
3 WATSON ROUNDS
4 5371 Kietzke Lane
5 Reno, NV 89511
6 Telephone: 775-324-4100
7 Facsimile: 775-333-8171
8 Attorneys for Plaintiff Jed Margolin

REC'D & FILED
2010 DEC -2 PM 1:17
ALAN GLOVER
BY: C. COOPER
DEPUTY CLERK

6 **In The First Judicial District Court of the State of Nevada**
7 **In and for Carson City**

9 **JED MARGOLIN, an individual,**

10 **Plaintiff,**

11 **vs.**

12 **OPTIMA TECHNOLOGY CORPORATION,**
13 **a California corporation, et al.**

14 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

DEFAULT

16 It appearing that Optima Technology Corporation (a Nevada corporation),
17 the defendant herein is in default for failure to plead or otherwise defend as required by law.

18 DEFAULT is hereby entered against said defendant this 2 day of

19 December, 2010.

20 ALAN GLOVER, Clerk

21
22 By: C. COOPER, Deputy

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
3 WATSON ROUNDS
4 5371 Kietzke Lane
5 Reno, NV 89511
6 Telephone: 775-324-4100
7 Facsimile: 775-333-8171
8 *Attorneys for Plaintiff Jed Margolin*

REC'D & FILED
2010 DEC -7 PM 2:15
ALAN G. JOVER
C. COOPER, JR. EDW

9
10 **In The First Judicial District Court of the State of Nevada**
11 **In and for Carson City**

12 JED MARGOLIN, an individual,

13 Plaintiff,

14 vs.

15 OPTIMA TECHNOLOGY CORPORATION,
16 a California corporation, OPTIMA
17 TECHNOLOGY CORPORATION, a Nevada
18 corporation, REZA ZANDIAN aka
19 GOLAMREZA
20 ZANDIANJAZI aka GHOLAM REZA
21 ZANDIAN
22 aka REZA JAZI aka J. REZA JAZI aka G. REZA
23 JAZI aka GHONONREZA ZANDIAN JAZI,
24 an individual, DOE Companies
25 1-10, DOE Corporations 11-20, and DOE
26 Individuals 21-30,

27 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

NOTICE OF ENTRY OF DEFAULT

28 To all parties and their counsel of record:

Please take notice that the Default as to Reza Zandian, attached hereto as Exhibit 1 was filed in the above-titled Court on December 2, 2010.

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1 Dated this 6th day of December, 2010.

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BY: 

Matthew D. Francis (6978)
Cassandra P. Joseph (9845)
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511
Telephone: 775-324-4100
Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin

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CERTIFICATE OF SERVICE

Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **NOTICE OF ENTRY OF DEFAULT**, addressed as follows:

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

Optima Technology Corp.
A California corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

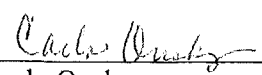
Optima Technology Corp.
A Nevada corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

Reza Zandian
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Optima Technology Corp.
A California corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Optima Technology Corp.
A Nevada corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Dated: December 6, 2010



Carla Ousby

Exhibit 1

Exhibit 1

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Matthew D. Francis (6978)
Cassandra P. Joseph (9845)
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511
Telephone: 775-324-4100
Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin

REC'D & FILED
2010 DEC -2 PM 1:15
ALAN GLOVER
RY ... C. COOPER CLERK
DEPUTY

**In The First Judicial District Court of the State of Nevada
In and for Carson City**

JED MARGOLIN, an individual,

Plaintiff,

vs.

OPTIMA TECHNOLOGY CORPORATION,
a California corporation, et al.

Defendants.

Case No.: 090C00579 1B
Dept. No.: 1

DEFAULT

It appearing that Reza Zandian
the defendant herein is in default for failure to plead or otherwise defend as required by law.

DEFAULT is hereby entered against said defendant this 2 day of
November, 2010.

ALAN GLOVER, Clerk

By: C. COOPER, Deputy

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
3 WATSON ROUNDS
4 5371 Kietzke Lane
5 Reno, NV 89511
6 Telephone: 775-324-4100
7 Facsimile: 775-333-8171
8 *Attorneys for Plaintiff Jed Margolin*

REC'D & FILED
2010 DEC -7 PM 2:15
BLA C. COOPER
CLERK

6 **In The First Judicial District Court of the State of Nevada**
7 **In and for Carson City**

9 JED MARGOLIN, an individual,

10 Plaintiff,

11 vs.

12 OPTIMA TECHNOLOGY CORPORATION,
13 a California corporation, OPTIMA
14 TECHNOLOGY CORPORATION, a Nevada
15 corporation, REZA ZANDIAN aka
16 GOLAMREZA
17 ZANDIANJAZI aka GHOLAM REZA
18 ZANDIAN
19 aka REZA JAZI aka J. REZA JAZI aka G. REZA
20 JAZI aka GHONONREZA ZANDIAN JAZI,
21 an individual, DOE Companies
22 1-10, DOE Corporations 11-20, and DOE
23 Individuals 21-30,

24 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

NOTICE OF ENTRY OF DEFAULT

25 To all parties and their counsel of record:

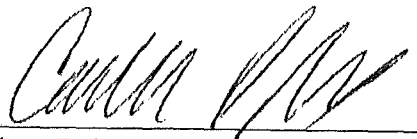
26 Please take notice that the Default as to Optima Technology Corporation, a California
27 corporation, attached hereto as Exhibit 1 was filed in the above-titled Court on December 2,
28 2010.

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Dated this 6th day of December, 2010.

BY: 

Matthew D. Francis (6978)
Cassandra P. Joseph (9845)
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511
Telephone: 775-324-4100
Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and
4 correct copy of the foregoing document, **NOTICE OF ENTRY OF DEFAULT**, addressed as
5 follows:

6 Reza Zandian
7 8401 Bonita Downs Road
8 Fair Oaks, CA 95628

9 Optima Technology Corp.
10 A California corporation
11 8401 Bonita Downs Road
12 Fair Oaks, CA 95628

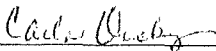
13 Optima Technology Corp.
14 A Nevada corporation
15 8401 Bonita Downs Road
16 Fair Oaks, CA 95628

17 Reza Zandian
18 8775 Costa Verde Blvd. #501
19 San Diego, CA 92122

20 Optima Technology Corp.
21 A California corporation
22 8775 Costa Verde Blvd. #501
23 San Diego, CA 92122

24 Optima Technology Corp.
25 A Nevada corporation
26 8775 Costa Verde Blvd. #501
27 San Diego, CA 92122

28 Dated: December 6, 2010



Carla Ousby

Exhibit 1

Exhibit 1

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
3 WATSON ROUNDS
4 5371 Kietzke Lane
5 Reno, NV 89511
6 Telephone: 775-324-4100
7 Facsimile: 775-333-8171
8 *Attorneys for Plaintiff Jed Margolin*

REC'D & FILED
2010 DEC -2 PM 1:18
ALAN GLOVER
C. COOPER
BY _____ CLERK
DEPUTY

6 **In The First Judicial District Court of the State of Nevada**
7 **In and for Carson City**

9 **JED MARGOLIN, an individual,**
10 **Plaintiff,**
11 **vs.**
12 **OPTIMA TECHNOLOGY CORPORATION,**
13 **a California corporation, et al.**
14 **Defendants.**

Case No.: 090C00579 1B
Dept. No.: 1
DEFAULT

16 It appearing that Optima Technology Corporation (a California corporation)
17 the defendant herein is in default for failure to plead or otherwise defend as required by law.

18 DEFAULT is hereby entered against said defendant this 2 day of
19 December, 20 10.

21 ALAN GLOVER, Clerk

22 By: C. COOPER, Deputy
23

Matthew D. Francis (6978)
Cassandra P. Joseph (9845)
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511
Telephone: 775-324-4100
Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin

REC'D & FILED
2011 FEB 25 AM 11:46
M. KALE
BY _____ CLERK
DEPUTY

**In The First Judicial District Court of the State of Nevada
In and for Carson City**

JED MARGOLIN, an individual,
Plaintiff,

vs.

OPTIMA TECHNOLOGY CORPORATION,
a California corporation, OPTIMA
TECHNOLOGY CORPORATION, a Nevada
corporation, REZA ZANDIAN aka
GOLAMREZA ZANDIANJAZI aka GHOLAM
REZA ZANDIAN aka REZA JAZI aka J. REZA
JAZI aka G. REZA JAZI aka GHONONREZA
ZANDIAN JAZI, an individual, DOE Companies
1-10, DOE Corporations 11-20, and DOE
Individuals 21-30,
Defendants.

Case No.: 090C00579 1B
Dept. No.: 1

CERTIFICATE OF SERVICE

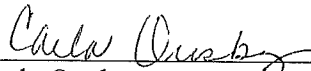
Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on December 16, 2010, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of each of the following documents: 1) Application for Entry of Default as to Optima Technology Corporation, a California corporation; 2) Application for Entry of Default as to Optima Technology Corporation, a Nevada corporation; 3) Application for Entry of Default as to Reza Zandian; 4) Notice of Entry of Default as to Optima Technology Corporation, a California corporation; 5) Notice of Entry of Default as to Optima

1 Technology Corporation, a Nevada corporation, and 6) Notice of Entry of Default as to Reza
2 Zandian; addressed as follows:

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John Peter Lee
John Peter Lee, Ltd.
830 Las Vegas Blvd. South
Las Vegas, NV 89101

Dated: February 25, 2011



Carla Ousby

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Certificate of Service**, addressed as follows:

John Peter Lee
John Peter Lee, Ltd.
830 Las Vegas Blvd. South
Las Vegas, NV 89101

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

Optima Technology Corp.
A California corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

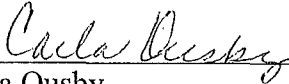
Optima Technology Corp.
A Nevada corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

Reza Zandian
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Optima Technology Corp.
A California corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Optima Technology Corp.
A Nevada corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Dated: February 25, 2011



Carla Ousby

Exhibit C

Exhibit C

Date	Received From/Paid To	Chq#	General		Bld	Trust Activity		Balance	
Entry #	Explanation	Rec#	Rcpts	Disbs	Inv#	Acc	Rcpts	Disbs	Balance
5457	Margolin, Jed								
5457.01	Patent theft analysis & litigation								Resp Lawyer: CPJ
Dec 1/2009	Expense Recovery								
869431	Documents downloaded from Westlaw	13610		9.38	103050				
Dec 4/2009	Billing on Invoice 102713								
868174	FEES 1592.50			0.00	102713				
Dec 10/2009	First District Court								
869673	Complaint filing fee	71165		265.00	103050				
Dec 18/2009	E.S.Q. Services, Inc.								
871259	Service fee	71200		120.00	103050				
Dec 18/2009	Expense Recovery								
872376	FEDEX expense	13654		22.44	103050				
Dec 23/2009	Legal Wings, Inc.								
873024	Process service expense			69.50	103050				
Jan 4/2010	Expense Recovery								
876511	Documents downloaded from Westlaw	13695		197.50	103314				
Jan 6/2010	Billing on Invoice 103050								
874834	FEES 6765.00 DISBS 486.32			0.00	103050				
Jan 31/2010	Expense Recovery								
882035	Litigation documents downloaded from Westlaw	13747		14.18	103314				
Feb 10/2010	Billing on Invoice 103314								
882591	FEES 2545.00 DISBS 211.68			0.00	103314				
Feb 22/2010	Legal Wings, Inc.								
887744	Process service expense			75.00	103889				
Feb 23/2010	Legal Wings, Inc.								
887750	Process service expense			110.00	103889				
Mar 11/2010	Billing on Invoice 103889								
888570	DISBS 185.00			0.00	103889				
Apr 1/2010	Expense Recovery								
895217	Litigation documents downloaded from Westlaw	13914		5.95	104529				
Apr 7/2010	Billing on Invoice 104198								
894487	FEES 1950.00			0.00	104198				
May 7/2010	Billing on Invoice 104529								
901087	FEES 1200.00 DISBS 5.95			0.00	104529				
Jun 10/2010	Billing on Invoice 105061								
907799				0.00	105061				
Jul 8/2010	Billing on Invoice 105335								
913421				0.00	105335				
Jul 30/2010	Expense Recovery								
918373	Litigation documents downloaded from Westlaw	14163		11.37	105883				
Aug 9/2010	Billing on Invoice 105883								
919703	FEES 1035.00 DISBS 11.37			0.00	105883				
Aug 24/2010	Watson Rounds								
922556	Retainer to trust	72542		1046.37	106101				
Aug 24/2010	Billing on Invoice 106101								
922560	DISBS 1046.37 RCPTS 1046.37			0.00	106101				
Aug 31/2010	Expense Recovery								
923779	Airfare expense for Cassandra Joseph	14195		323.40	107000				
Sep 1/2010	Expense Recovery								
924558	Rental car/parking expense for Cassandra Joseph	14231		43.05	107441				
Sep 1/2010	Expense Recovery								
924559	Meal expense for Cassandra Joseph	14231		7.00	107441				
Sep 3/2010	Billing on Invoice 107000								
924804	FEES 1380.00 DISBS 323.40			0.00	107000				
Oct 8/2010	Billing on Invoice 107441								
931678	FEES 1530.00 DISBS 50.05			0.00	107441				
Nov 5/2010	Billing on Invoice 107813								
936861	FEES 480.00			0.00	107813				
Dec 6/2010	Expense Recovery								
942182	Postage	14433		7.32	108855				
Dec 10/2010	Billing on Invoice 108188								
942258	FEES 1800.00			0.00	108188				
Jan 13/2011	Billing on Invoice 108855								
947389	FEES 1145.00 DISBS 7.32			0.00	108855				
Feb 4/2011	Billing on Invoice 109186								
951074				0.00	109186				

TOTALS	UNBILLED				BILLED				BALANCES	
	CHE	+ RECOV	+ FEES	= TOTAL	DISBS	+ FEES	+ TAX	- RECEIPTS	= A/R	TRUST
PERIOD	0.00	0.00	1560.00	1560.00	2327.46	21422.50	0.00	23749.96	0.00	5000.00
END DATE	0.00	0.00	1560.00	1560.00	2327.46	21422.50	0.00	23749.96	0.00	5000.00

FIRM TOTALS	UNBILLED				BILLED				BALANCES	
	CHE	+ RECOV	+ FEES	= TOTAL	DISBS	+ FEES	+ TAX	- RECEIPTS	= A/R	TRUST
PERIOD	0.00	0.00	1560.00	1560.00	2327.46	21422.50	0.00	23749.96	0.00	5000.00

Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	----- General -----		Fees	Bld ----- Trust Activity -----		Balance
				Rcpts	Disbs		Inv#	Acc	
END DATE		0.00 0.00 1560.00	1560.00	2327.46	21422.50	0.00	23749.96	0.00	5000.00

REPORT SELECTIONS - Client Ledger

Layout Template Default
 Advanced Search Filter None
 Requested by Kim
 Finished Wednesday, February 23, 2011 at 11:22:57 AM
 Ver 10.0 SP4 (10.0.20100617)
 Matters 5457.01
 Clients All
 Major Clients All
 Client Intro Lawyer All
 Matter Intro Lawyer All
 Responsible Lawyer All
 Assigned Lawyer All
 Type of Law All
 Select From Active, Inactive, Archived Matters
 Matters Sort by Default
 New Page for Each Lawyer No
 New Page for Each Matter No
 No Activity Date Dec 31/2199
 Firm Totals Only No
 Totals Only No
 Entries Shown - Billed Only No
 Entries Shown - Disbursements Yes
 Entries Shown - Receipts No
 Entries Shown - Time or Fees No
 Entries Shown - Trust No
 Incl. Matters with Retainer Bal No
 Incl. Matters with Neg Unbld Disb No
 Trust Account All
 Working Lawyer All
 Include Corrected Entries No
 Show Check # on Paid Payables No
 Show Client Address No
 Consolidate Payments No
 Show Trust Summary by Account No
 Show Interest No
 Interest Up To Feb 23/2011
 Show Invoices that Payments Were Applied to No
 Display Entries in Date Order

Exhibit D

Exhibit D

Allstate Car Insurance
Great Rates on Car Insurance. 24/7
Service, Easy Claim Handling & More
www.allstate.com

Historical Prime Rate
Find more sources/options for what
your looking for
www.webcrawler.com

Today's Prime Rate
Prime, Libor and More Avail Here. Plus
Rates, News, Advice and More.
Bankrate.com/Prime

Ads by Google

Today's Average Rates Across the Country*			
Reference	Savings / HHA	CDs	Auto Insurance
Product		Natl Avg	Featured
30 Yr Fixed		5.17%	4.74%
15 Yr Fixed		4.48%	4.22%
5/1 ARM		3.83%	3.21%

Reference Rates provided by **HSH**

Prime Rate
1 Year Treasury (CMT)
12 Month Treasury Avg (12MTA)

LIBOR Index
1 Month | 3 Month
6 Month | 1 Year

11th District Cost of Funds Index (COFI)
Certificates of Deposit Index (CODI)
Cost of Savings Index (COSI)

Fed Funds Target Rate
Fed Funds Historical Graph
Prime Rate Historical Graph

Mortgage Rates
Daily Updates of Dozens of Rates
Comparison Charts

Prime Rate

[Historical Graph](#) | [Historical Chart](#) | [Other Rates/Indexes](#) | [Add this Page to Your Favorites \(click here\)](#)

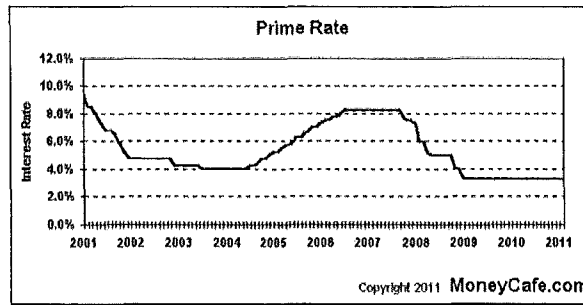
The last reported rate is: **3.25 %** (Effective since December 16, 2008)

[Update January 26, 2011 -- The FOMC kept rates the same at their meeting today. There is no change to the Prime Rate.]

What is the Prime Rate? The Prime Interest Rate is the interest rate charged by banks to their most creditworthy customers (usually the most prominent and stable business customers). The rate is almost always the same amongst major banks. Adjustments to the prime rate are made by banks at the same time; although, the prime rate does not adjust on any regular basis. The Prime Rate is usually adjusted at the same time and in correlation to the adjustments of the Fed Funds Rate. The Prime Rate graph and chart reported below are based upon the prime rates on the first day of each respective month over the past decade. Some banks use the name "Reference Rate" or "Base Lending Rate" to refer to their Prime Lending Rate. Publications may refer to the Wall Street Journal Prime Rate or the WSJ Prime Rate in addition to "Prime Rate".

Historical Graph

Click here for the complete historical graph of the Prime Rate from 1930 to 2011.



Historical Chart

Prime Rate											
Month/Day	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
Jan 1	9.50%	4.75%	4.25%	4.00%	5.25%	7.25%	8.25%	7.25%	3.25%	3.25%	3.25%
Feb 1	8.50%	4.75%	4.25%	4.00%	5.25%	7.50%	8.25%	6.00%	3.25%	3.25%	3.25%
Mar 1	8.50%	4.75%	4.25%	4.00%	5.50%	7.50%	8.25%	6.00%	3.25%	3.25%	
Apr 1	8.00%	4.75%	4.25%	4.00%	5.75%	7.75%	8.25%	5.25%	3.25%	3.25%	
May 1	7.50%	4.75%	4.25%	4.00%	5.75%	7.75%	8.25%	5.00%	3.25%	3.25%	
Jun 1	7.00%	4.75%	4.25%	4.00%	6.00%	8.00%	8.25%	5.00%	3.25%	3.25%	
Jul 1	6.75%	4.75%	4.00%	4.25%	6.25%	8.25%	8.25%	5.00%	3.25%	3.25%	
Aug 1	6.75%	4.75%	4.00%	4.25%	6.25%	8.25%	8.25%	5.00%	3.25%	3.25%	
Sep 1	6.50%	4.75%	4.00%	4.50%	6.50%	8.25%	8.25%	5.00%	3.25%	3.25%	
Oct 1	6.00%	4.75%	4.00%	4.75%	6.75%	8.25%	7.75%	5.00%	3.25%	3.25%	
Nov 1	5.50%	4.75%	4.00%	4.75%	7.00%	8.25%	7.50%	4.00%	3.25%	3.25%	
Dec 1	5.00%	4.25%	4.00%	5.00%	7.00%	8.25%	7.50%	4.00%	3.25%	3.25%	

Copyright 2011 MoneyCafe.com

Source: Federal Reserve Board

[Click here for complete historical graph of the Prime Rate.](#)

Reasonable efforts are made to maintain accurate information. However, information could contain errors or inaccuracies and is presented without warranty. No liability is assumed for errors or omissions.

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The logo for MoneyCafe.com, featuring the word "Money" in a stylized font above the word "Cafe" in a bold, sans-serif font.

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
3 WATSON ROUNDS
4 5371 Kietzke Lane
5 Reno, NV 89511
6 Telephone: 775-324-4100
7 Facsimile: 775-333-8171
8 *Attorneys for Plaintiff Jed Margolin*

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ALAN CLOVER
~~BY M. KATE~~ CLERK

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In The First Judicial District Court of the State of Nevada
In and for Carson City

JED MARGOLIN, an individual,
Plaintiff,

vs.

OPTIMA TECHNOLOGY CORPORATION,
a California corporation, OPTIMA
TECHNOLOGY CORPORATION, a Nevada
corporation, REZA ZANDIAN aka
GOLAMREZA ZANDIANJAZI aka GHOLAM
REZA ZANDIAN aka REZA JAZI aka J. REZA
JAZI aka G. REZA JAZI aka GHONONREZA
ZANDIAN JAZI, an individual, DOE Companies
1-10, DOE Corporations 11-20, and DOE
Individuals 21-30,

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**DECLARATION OF JED MARGOLIN
IN SUPPORT OF APPLICATION FOR
DEFAULT JUDGMENT**

I, Jed Margolin do hereby declare and state as follows:

1. I am the inventor on United States Patent No. 5,566,073 ("the '073 Patent"),
United States Patent No. 5,904,724 ("the '724 Patent"), United States Patent No. 5,978,488
("the '488 Patent") and United States Patent No. 6,377,436 ("the '436 Patent") (collectively
"the Patents").

2. Attached as Exhibit A is a true and correct copy of the Amended Answer,
Counterclaims, Cross-Claims and Third-Party Claims filed in the action captioned *Universal*

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Avionics Systems Corporation v. Optima Technology Group, Inc., No. CV 07-588-TUC-RCC
(the "Arizona Action").

3. Attached as Exhibit B is a true and correct copy of the August 18, 2008 Order from the Arizona Action.

4. After Defendant Zandian filed the forged and invalid assignment document with the USPTO relating to the Patents, I was forced to spend \$90,000 in attorneys' fees in the Arizona Action where the Court ordered that the USPTO correct record title to the Patents. Attached as Exhibit C are records from my bank showing three transfers of \$30,000. Two transfers went to Optima Technology Group and one transfer went directly to the attorneys representing Optima Technology Group and myself. The three transfers were for the payment of attorneys' fees in the Arizona Action.

5. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: 2-24-2011

By: Jed Margolin
JED MARGOLIN

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, **DECLARATION OF JED MARGOLIN IN**
5 **SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT**, addressed as follows:

6
7 John Peter Lee
8 John Peter Lee, Ltd.
9 830 Las Vegas Blvd. South
10 Las Vegas, NV 89101

11
12 Reza Zandian
13 8401 Bonita Downs Road
14 Fair Oaks, CA 95628

15
16 Optima Technology Corp.
17 A California corporation
18 8401 Bonita Downs Road
19 Fair Oaks, CA 95628

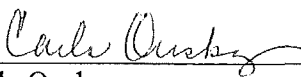
20
21 Optima Technology Corp.
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Optima Technology Corp.
A California corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Optima Technology Corp.
A Nevada corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Dated: February 28, 2011



Carla Ousby

Exhibit A

Exhibit A

1 **CHANDLER & UDALL, LLP**

2 **ATTORNEYS AT LAW**

3 **4801 E. BROADWAY BLVD., SUITE 400**

4 **TUCSON, ARIZONA 85711-3638**

5 **Telephone: (520) 623-4353**

6 **Fax: (520)792-3426**

7 Edward Moomjian II, PCC # 65050, SBN 016667

8 Jeanna Chandler Nash, PCC # 65674, SBN 022384

9 Attorneys for Defendants Adams, Margolin and Optima Technology Inc. a/k/a Optima
10 Technology Group, Inc.

11 **UNITED STATES DISTRICT COURT**

12 **DISTRICT OF ARIZONA**

13 **UNIVERSAL AVIONICS SYSTEMS
14 CORPORATION,**

15 **Plaintiff,**

16 **vs.**

17 **OPTIMA TECHNOLOGY GROUP, INC.,
18 OPTIMA TECHNOLOGY CORPORATION,
19 ROBERT ADAMS and JED MARGOLIN,**

20 **Defendants**

21 **OPTIMA TECHNOLOGY INC. a/k/a
22 OPTIMA TECHNOLOGY GROUP, INC., a
23 corporation,**

24 **Counterclaimant,**

25 **vs.**

26 **UNIVERSAL AVIONICS SYSTEMS
CORPORATION, an Arizona corporation,**

Counterdefendant

**OPTIMA TECHNOLOGY INC. a/k/a
OPTIMA TECHNOLOGY GROUP, INC., a
corporation,**

Cross-Claimant,

vs.

**OPTIMA TECHNOLOGY CORPORATION,
a corporation,**

Cross-Defendant

NO. CV-00588-RC

**AMENDED ANSWER,
COUNTERCLAIMS, CROSS-
CLAIMS AND THIRD-PARTY
CLAIMS OF OPTIMA
TECHNOLOGY INC. A/K/A
OPTIMA TECHNOLOGY
GROUP, INC.**

JURY TRIAL DEMANDED

Assigned to: Hon. Raner C. Collins

1
2 OPTIMA TECHNOLOGY INC. a/k/a
3 OPTIMA TECHNOLOGY GROUP, INC., a
4 corporation,

Third-Party Plaintiff,

5 vs.

6 JOACHIM L. NAIMER and JANE DOE
7 NAIMER, husband and wife; and FRANK E.
8 HUMMEL and JANE DOE HUMMEL,

Third-Party Defendants.

9 Defendant/Counterclaimant/Cross-Claimant/Third-Party Plaintiff Optima Technology
10 Inc. a/k/a Optima Technology Group Inc. (hereinafter "Optima"), by and through undersigned
11 counsel, hereby submits its *Amended Answer* to the Plaintiff's *Complaint* herein, including its
12 *Counterclaims*, *Cross-Claims* and *Third-Party Claims* herein.

13 As stated in Optima's original *Answer*, due to its contemporaneously-filed *Motion to*
14 *Dismiss* asserting that Counts V, VI and VII fail to state a claim against Optima, Optima
15 answers herein the general allegations of the *Complaint*, and those of Counts I-IV, and will
16 amend this *Answer* to answer Counts V, VI and/or VII at such time, and to the extent that, the
17 Court herein denies that *Motion* in whole or in part. *See* Rule 12(a)(4), Fed.R.Civ.P.¹

18 The following paragraphs are in response to the allegations of the correspondingly
19 numbered paragraphs of the *Complaint*:

20 **INTRODUCTORY PARAGRAPH**

21 Deny the allegations of Plaintiff's Introductory Paragraph (page 1 line 19 through page

22
23 ¹ The District of Arizona has adopted the majority view "that even though a pending
24 motion to dismiss may only address some of the claims alleged, the motion to dismiss tolls the
25 time to respond to all claims." *Pestube Systems, Inc. v. Hometeam Pest Defense, LLC.*, 2006
26 WL 1441014 *7 (D.Ariz. 2006). However, because this is an unpublished decision, and only
to avoid any potential dispute with Plaintiff whether a failure to answer the allegations of
Counts I-IV of the *Complaint* (i.e., those claims that are not the subject of the *Motion to*
Dismiss) could be deemed a failure to defend those allegations for purposes of a default,
Optima proceeds to answer those allegations and claims herein.

1 2 line 3 of the *Complaint*).

2 **NATURE OF THE ACTION**

3 1. Admit that the *Complaint* seeks declarations of invalidity and non-infringement
4 of U.S. Patent Nos. 5,566,073 (the “‘073 patent”) and 5,904,724 (the “‘724 patent”).² Admit
5 that the *Complaint* asserts claims for breach of contract, unfair competition and negligent
6 interference. Deny validity of all such assertions and claims. Deny all remaining allegations.

7 **THE PARTIES**

8 2. Deny for lack of knowledge.

9 3. Admit. Affirmatively allege that Optima Technology Group Inc. is also known
10 and has been and does business as Optima Technology Inc.

11 4. Denied. Affirmatively allege that Optima Technology Corporation (hereinafter
12 “OTC”) has no relationship whatsoever to Optima.

13 5. Denied. Affirmatively alleged that Defendant Robert Adams (“Adams”) is the
14 Chief Executive Officer of Optima.

15 6. Denied.

16 7. Denied.

17 **JURISDICTION AND VENUE**

18 8. Admit that the *Complaint* seeks declarations of invalidity and non-infringement
19 of the ‘073 patent and the ‘724 patent, and asserts claims for breach of contract, unfair
20 competition and negligent interference. Deny validity of all such assertions and claims. Deny
21 all remaining allegations.

22 9. Admit that the Court has original jurisdiction over Counts I-IV of the *Complaint*
23 asserting non-infringement and invalidity of the Patents (although Optima denies the assertions
24 and validity of those claims) as to Defendant Optima. Affirmatively allege that co-Defendant
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² The ‘073 patent and the ‘724 patent are collectively referred to herein as the “Patents.”

1 OTC, to the extent that it purportedly exists, does not own or have any other interest in the
2 Patents. Deny that the Court has jurisdiction over Counts V, VI and VII of the *Complaint*, and
3 affirmatively allege that Plaintiff lacks Article III standing with respect thereto. Affirmatively
4 allege that Counts V, VI and VII fail to state a claim against Optima as asserted in Optima's
5 *Motion to Dismiss*. Deny that the Court has supplemental jurisdiction over Counts V, VI and
6 VII of the *Complaint*. Deny all remaining allegations.

7 10. Deny.

8 **THE PATENTS-IN-SUIT**

9 11. Admit that the '073 patent is duly and legally issued and is valid. Admit that a
10 copy of the '073 patent is attached as Exhibit 1 to the *Complaint*. Admit the '073 patent was
11 assigned to Optima which is the current owner of the '073 patent. Deny that OTC has any right
12 or interest in the '073 patent. Deny all remaining allegations.

13 12. Admit that the '724 patent is duly and legally issued and is valid. Admit that a
14 copy of the '724 patent is attached as Exhibit 2 to the *Complaint*. Admit the '724 patent was
15 assigned to Optima which is the current owner of the '724 patent. Deny that OTC has any right
16 or interest in the '724 patent. Deny all remaining allegations.

17 13. Admit that Defendant Jed Margolin at one time granted a Power of Attorney to
18 Optima. Admit that a copy of the Power of Attorney is attached as Exhibit 3 to the *Complaint*.
19 Admit that the Power of Attorney appointed "Optima Technology Inc. - Robert Adams, CEO"
20 as Margolin's agent with respect to the Patents. Affirmatively allege that OTC has and had no
21 right or interest under the Power of Attorney. Affirmatively allege that the Power of Attorney
22 was superseded by an assignment of the Patents to Optima prior to the filing of the *Complaint*
23 herein. Affirmatively allege that the Power of Attorney was subsequently revoked and is no
24 longer valid or in force. Deny all remaining allegations.

25 **FACTS**

26 14. Admit that Adams communicated (as CEO of Optima) with Plaintiff's counsel.

1 Affirmatively allege that the text of Exhibit 4 to the *Complaint* speaks for itself. Deny all
2 remaining allegations.

3 15. Admit that Jed Margolin communicated with Adams (as CEO of Optima), and
4 that Adams (as CEO of Optima) communicated with Plaintiff's counsel. Affirmatively allege
5 that the text of Exhibit 5 to the *Complaint* speaks for itself. Deny all remaining allegations.

6 16. Admit. Affirmatively allege that Adams' alleged actions as described in
7 Paragraph 16 of the *Complaint* were in his capacity as CEO of Optima.

8 17. Admit that Plaintiff is/was infringing on the Patents. Admit that Adams (as CEO
9 of Optima) communicated with Plaintiff's counsel. Affirmatively allege that the text of
10 Exhibit 5 to the *Complaint* speaks for itself. Deny all remaining allegations.

11 18. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
12 counsel. Admit that Plaintiff is/was infringing on the Patents. Affirmatively allege that the text
13 of Exhibit 5 to the *Complaint* speaks for itself. Deny all remaining allegations.

14 19. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
15 counsel. Admit that Plaintiff is/was infringing on the Patents. Deny all remaining allegations.

16 20. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
17 counsel. Affirmatively allege that the text of Exhibit 6 to the *Complaint* speaks for itself.
18 Deny all remaining allegations.

19 21. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
20 counsel. Affirmatively allege that the text of Exhibit 7 to the *Complaint* speaks for itself.
21 Deny all remaining allegations.

22 22. Admit. Affirmatively allege that Adams' alleged actions as described in
23 Paragraph 22 of the *Complaint* were in his capacity as CEO of Optima.

24 23. Admit. Affirmatively allege that the text of Exhibit 8 to the *Complaint* speaks
25 for itself. Affirmatively allege that Plaintiff, through its actions, has waived its rights under
26 Exhibit 8 to the *Complaint*.

1 24. Affirmatively allege that the text of Exhibit 9 to the *Complaint* speaks for itself.
2 Deny all remaining allegations.

3 25. Admit second sentence of Paragraph 25 of the *Complaint* to the extent it asserts
4 that the following persons attended the meeting on behalf of Plaintiff: Donald Berlin, Andria
5 Poe, Paul DeHerrera, Frank Hummel, Michael P. Delgado, and Scott Bornstein. Deny all
6 remaining allegations.

7 26. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
8 counsel. Deny all remaining allegations.

9 27. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
10 counsel. Deny all remaining allegations.

11 28. Deny.

12 29. Admit that Jed Margolin communicated with Plaintiff. Deny all remaining
13 allegations.

14 30. Admit that OTC, which is upon information and belief owned and controlled by
15 Reza Zandian a/k/a Gholamreza Zandianjazi, may have been involved in filing numerous
16 and/or frivolous state court lawsuits. Deny all remaining allegations. Affirmatively allege that
17 OTC, and any such lawsuits, are completely unrelated to Optima.

18 31. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
19 counsel. Affirmatively allege that the text of Exhibit 10 to the *Complaint* speaks for itself.
20 Deny all remaining allegations.

21 32. Deny for lack of knowledge.

22 33. Deny Plaintiff's "conclusion" for lack of knowledge. Deny all remaining
23 allegations.

24 34. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
25 counsel. Affirmatively allege that the text of Exhibits 11 and 12 to the *Complaint* speak for
26 themselves. Deny all remaining allegations.

1 45. Deny that Optima made an "unreasonable" licensing demand of Plaintiff.
2 Otherwise admit with respect to Optima. Deny that OTC has any right or interest in the
3 Patents. Deny all remaining allegations.

4 46. Deny.

5 47. Admit that Plaintiff seeks a declaration as described in Paragraph 47 of the
6 *Complaint*. Deny that Plaintiff is entitled to such a declaration. Deny all remaining allegations.

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COUNT TWO

8 **Declaratory Judgment of Invalidity of the '073 Patent**

9 48. Optima repeats and restates the statements of paragraphs 1-47 above as if fully
10 set forth herein.

11 49. Deny that Optima made an "unreasonable" licensing demand of Plaintiff. Admit
12 with respect to Optima. Deny that OTC has any right or interest in the Patents. Deny all
13 remaining allegations.

14 50. Deny.

15 51. Admit that Plaintiff seeks a declaration as described in Paragraph 51 of the
16 *Complaint*. Deny that Plaintiff is entitled to such a declaration. Deny all remaining allegations.

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COUNT THREE

18 **Declaratory Judgment of Non-Infringement of the '724 Patent**

19 52. Optima repeats and restates the statements of paragraphs 1-51 above as if fully
20 set forth herein.

21 53. Deny that Optima made an "unreasonable" licensing demand of Plaintiff.
22 Otherwise admit with respect to Optima. Deny that OTC has any right or interest in the
23 Patents. Deny all remaining allegations.

24 54. Deny.

25 55. Admit that Plaintiff seeks a declaration as described in Paragraph 55 of the
26 *Complaint*. Deny that Plaintiff is entitled to such a declaration. Deny all remaining allegations.

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COUNT FOUR

Declaratory Judgment of Invalidity of the '724 Patent

56. Optima repeats and restates the statements of paragraphs 1-55 above as if fully set forth herein.

57. Deny that Optima made an "unreasonable" licensing demand of Plaintiff. Admit with respect to Optima. Deny that OTC has any right or interest in the Patents. Deny all remaining allegations.

58. Deny.

59. Admit that Plaintiff seeks a declaration as described in Paragraph 59 of the *Complaint*. Deny that Plaintiff is entitled to such a declaration. Deny all remaining allegations.

COUNTS FIVE THROUGH SEVEN

Defendant Optima has contemporaneously filed a *Motion to Dismiss* seeking to dismiss Counts Five through Seven of the *Complaint* against it for failure to state a claim. As such, Defendant Optima will amend this *Answer* and respond to Counts V, VI and/or VII of the *Complaint* at such time, and to the extent that, the Court herein denies that *Motion* in whole or in part. *See* Rule 12(a)(4), Fed.R.Civ.P.

GENERAL DENIAL

Defendant Optima denies each allegation of Plaintiff's *Complaint* not specifically admitted herein.

EXCEPTIONAL CASE

This is an exceptional case under 35 U.S.C. § 285 in which Defendant Optima is entitled to its attorneys' fees and costs incurred in connection Plaintiff's stated claims in bringing this action.

AFFIRMATIVE DEFENSES

Defendant Optima asserts all available affirmative defenses under Rule 8(c), Fed.R.Civ.P., including but not limited to those specifically designated as follows (Defendant

1 Optima hereby reserves the right to amend this *Answer* at any time that discovery, disclosure
2 or additional events reveal the existence of additional affirmative defenses):

3 1. With respect to Counts V, VI and VII of the *Complaint*, Defendant Optima
4 asserts those Rule 12(b)(6) defenses raised in its contemporaneously filed *Motion to Dismiss*
5 including but not limited to: waiver; failure to plead in accordance with the standards
6 expressed under *Bell Atlantic Corp. v. Twombly*, ___ U.S. ___, 127 S.Ct. 1955 (2007); failure
7 to establish Article III standing; lack of jurisdiction; inapplicability of California law to
8 Optima; and failure to establish "unlawful" or "fraudulent" conduct as a predicate act to a claim
9 of California statutory Unfair Competition (California Business and Professions code § 17200
10 *et seq*);

- 11 2. Laches;
12 3. Waiver; and,
13 4. Estoppel.

14 **JURY TRIAL DEMAND**

15 Defendant Optima demands a jury trial on all claims and issues to be litigated in this
16 matter.

17 **PRAYER FOR RELIEF**

18 WHEREFORE Defendant Optima requests that the Court enter judgment in its favor on
19 Plaintiff's claims, deny Plaintiff any relief herein, grant Optima its attorneys' fees and costs
20 pursuant to applicable law, including but not limited to 35 U.S.C. § 285, and grant Optima such
21 other and further relief as the Court deems reasonable and just.

22 **COUNTERCLAIMS, CROSS-CLAIMS & THIRD-PARTY CLAIMS³**

23 Counterclaimant/Cross-Claimant/Third-Party Plaintiff Optima brings this civil action
24 against Counterdefendant Universal Avionics Systems Corporation ("UAS"), against

25 _____
26 ³ Except where otherwise noted, all capitalized terms herein are as defined in the
foregoing *Amended Answer*.

1 Cross-Defendant Optima Technology Corporation, a corporation ("OTC"), and against
2 Third-Party Defendants Joachim L. Naimer and Jane Doe Naimer, husband and wife, and Frank
3 E. Hummel and Jane Doe Hummel.

4 **THE PARTIES**

- 5 1. Counterclaimant Optima is, and at all times relevant hereto has been, a Delaware
6 corporation engaged in the business of the design, conception and invention of synthetic
7 vision systems. Optima is the owner of the '073 patent and '724 patent.
- 8 2. Counterdefendant UAS is, upon information and belief, an Arizona corporation who is
9 headquartered and does business in Arizona.
- 10 3. Cross-Defendant Optima Technology Corporation ("OTC") is, upon information and
11 belief, a California corporation.
- 12 4. Third-Party Defendants Joachim L. Naimer and Jane Doe Naimer (individually and
13 collectively "Naimer") are, upon information and belief, husband and wife who reside
14 in California. At all times relevant hereto, Naimer was acting for the benefit of his
15 marital community, and was acting as an agent, employee, servant and/or authorized
16 representative of UAS, and within the course and scope of such agency, employment,
17 service and/or representation. Upon information and belief Naimer is the President and
18 Chief Executive Officer of UAS.
- 19 5. Third-Party Defendants Frank E. Hummel and Jane Doe Hummel (individually and
20 collectively "Hummel") are, upon information and belief, husband and wife who reside
21 in Washington. At all times relevant hereto, Hummel was acting for the benefit of his
22 marital community, and was acting as an agent, employee, servant and/or authorized
23 representative of UAS, and within the course and scope of such agency, employment,
24 service and/or representation. Upon information and belief, Hummel is an officer or
25 managing agent of UAS. Upon information and belief, Hummel is the Vice
26 President/General Manager of Engineering Research and Development for UAS.

1 6. Upon information and belief, UAS, Naimer, and Hummel have transacted business in
2 and/or committed one or more acts in Arizona which give rise to the claims herein.

3 **JURISDICTION AND VENUE**

4 7. The statements of all of the foregoing paragraphs are incorporated herein by reference
5 as if fully set forth herein.

6 8. The Counterclaim, Cross-Claim and Third-Party Claim include claims for patent
7 infringement and for declaratory judgment relating to ownership/rights in patents, which
8 arise under the United States Patent Laws, 35 U.S.C. §101 et seq. The amount in
9 controversy is in excess of \$1,000,000.

10 9. Jurisdiction of this Court is pursuant to 28 U.S.C. §§ 1331, 1367, 1338(a) and (b), and
11 2201 *et seq.*

12 **FACTS**

13 10. The statements of all of the foregoing paragraphs are incorporated herein by reference
14 as if fully set forth herein.

15 11. Upon information and belief, with actual and/or constructive knowledge of the Patents
16 UAS has sold and/or manufactured and/or used and/or advertised/promoted one or more
17 products including those products designated by UAS as the Vision-1, UNS-1 and
18 TAWS Terrain and Awareness & Warning systems all of which infringe one or the
19 other of the Patents in suit ("Infringing Products").

20 12. Optima informed UAS that the Infringing Products infringed upon the Patents prior to
21 the filing of the *Complaint* herein. Upon information and belief, despite such
22 notification UAS has continued to sell and/or manufacture and/or use and/or
23 advertise/promote the Infringing Products.

24 13. Upon information and belief:
25 a. Naimer was the moving force who originated UAS's concept of the Infringing
26 Products; and/or

- 1 b. Naimer was and is the Chief Executive Officer of UAS, thereby controlling UAS
2 and its actions, including UAS's decision to create, develop, manufacture,
3 market and sell the Infringing Products; and/or
- 4 c. Naimer knew and/or should have known of the Patents prior to this lawsuit;
5 and/or
- 6 d. Naimer knew of Optima's allegations that UAS infringed upon the Patents prior
7 to this lawsuit; and/or
- 8 e. Naimer knew of UAS's actions in the nature of those described in Paragraphs 25,
9 31 and 33 of the *Complaint* and participated in and/or directed those UAS
10 actions/efforts; and/or
- 11 f. It was at all times within Naimer's authority and/or ability to stop UAS's
12 continued design, development, manufacturing, marketing and selling of the
13 Infringing Products but, after Naimer knew of the Patents, the allegations that
14 UAS infringed on the Patents and/or UAS's actions in the nature of those
15 described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not stop UAS's
16 continued design, development, manufacturing, marketing and selling of the
17 Infringing Products; and/or
- 18 g. It was at all times within Naimer's authority and/or ability to direct UAS to
19 redesign, revise and/or redevelop the Infringing Products such that they would
20 no longer infringe on the Patents but, after Naimer knew of the Patents, the
21 allegations that UAS infringed on the Patents and/or UAS's actions in the nature
22 of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not
23 direct UAS to redesign, revise and/or redevelop the Infringing Products such that
24 they would no longer infringe on the Patents; and/or
- 25 h. Naimer has continued to direct UAS's design, development, manufacturing,
26 marketing and selling of the Infringing Products while knowing and/or intending

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for UAS to infringe on the Patents.

14. Upon information and belief:

- a. Hummel was and is the Vice President/General Manager of Engineering Research and Development of UAS, thereby controlling UAS's design, development and/or manufacture of the Infringing Products; and/or
- b. Hummel was intimately involved in UAS's design and/or development of the Infringing Products; and/or
- c. Hummel knew and/or should have known of the Patents prior to this lawsuit; and/or
- d. Hummel knew of Optima's allegations that UAS infringed upon the Patents prior to this lawsuit; and/or
- e. Hummel knew of UAS's actions in the nature of those described in Paragraphs 25, 31 and 33 of the *Complaint* and participated in and/or directed those UAS actions/efforts; and/or
- f. It was at all times within Hummel's authority and/or ability to stop UAS's continued design, development and/or manufacturing of the Infringing Products but, after Hummel knew of the Patents, the allegations that UAS infringed on the Patents and/or UAS's actions in the nature of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not stop UAS's continued design, development and/or manufacturing of the Infringing Products; and/or
- g. It was at all times within Hummel's authority and/or ability to direct UAS to redesign, revise and/or redevelop the Infringing Products such that they would no longer infringe on the Patents but, after Naimer knew of the Patents, the allegations that UAS infringed on the Patents and/or UAS's actions in the nature of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not direct UAS to redesign, revise and/or redevelop the Infringing Products such that

- 1 they would no longer infringe on the Patents; and/or
- 2 h. Hummel has continued to direct UAS's design, development and/or
- 3 manufacturing of the Infringing Products while knowing and/or intending for
- 4 UAS to infringe on the Patents.
- 5 15. UAS and Optima entered into the contract attached as Exhibit 8 to the *Complaint* herein
- 6 (hereinafter the "Contract"). Pursuant to and under the terms of the Contract, Optima
- 7 provided to UAS a confidential power of attorney (hereinafter the "Power of Attorney")
- 8 that Jed Margolin ("Margolin"), as the inventor and then-owner of the Patents, had
- 9 previously executed. The Power of Attorney provided, *inter alia*, that Margolin
- 10 appointed "Optima Technology Inc. - Robert Adams CEO" as his attorney-in-fact with
- 11 respect to (*inter alia*) the Patents. Under its express terms, the Power of Attorney could
- 12 only be exercised by "Optima Technology Inc. - Robert Adams CEO" and could only
- 13 be exercised by a signature in the following form: "Jed Margolin by Optima
- 14 Technology, Inc., c/o Robert Adams, CEO his attorney in fact." Optima had not and has
- 15 not at any time placed the Power of Attorney in the public domain or otherwise provided
- 16 a copy of it, or made it available, to OTC.
- 17 16. UAS, through its duly authorized agents, employees and/or attorneys, provided the
- 18 Power of Attorney (or a copy thereof) to OTC principal, director, officer and/or agent
- 19 Gholamreza Zandianjazi a/k/a Reza Zandian ("Zandian"). As of that time, neither
- 20 Zandian nor OTC had ever received, been privy to, obtained or had knowledge of the
- 21 Power of Attorney.
- 22 17. OTC does not have, and has never had, any right, interest or valid claim to any right,
- 23 title or interest in or to either the Patents or the Power of Attorney.
- 24 18. UAS, by and through its authorized agents and attorneys Scott Bornstein ("Bornstein")
- 25 and/or Greenberg Traurig, LLP ("GT"), informed, directed, advised, assisted,
- 26 associated, agreed, conspired and/or engaged in a mutual undertaking with

- 1 Zandian/OTC to record the Power of Attorney with the U.S. Patent and Trademark
2 Office ("PTO") in the name of OTC.
- 3 19. UAS knew or should have known that the Power of Attorney could not be rightfully
4 exercised by OTC/Zandian and/or recorded with the PTO as:
- 5 a. UAS had been advised and/or knew that OTC was a different corporate entity
6 than "Optima Technology, Inc" as listed in the Power of Attorney; and/or
7 b. UAS had been advised and/or knew that "Robert Adams" was not an agent or
8 employee of OTC and, thus, the Power of Attorney could not be rightfully
9 exercised by Zandian on behalf of OTC; and/or
10 c. UAS had been advised and/or knew that OTC had no right or interest whatsoever
11 in the Patents or the Power of Attorney.
- 12 20. Based upon the information, direction, advice and assistance of UAS, Zandian/OTC
13 proceeded to publish and record the Power of Attorney to and with the PTO (in
14 Virginia) as a document in support of a claim of assignment of the Patents to OTC (the
15 "Assignment"). As a result thereof, the Assignment/Power of Attorney have become
16 part of the public PTO record on which the U.S. Patent Office, the public and third
17 parties rely for information regarding title to the Patents.
- 18 21. Robert Adams and Optima did not execute, record or authorize the execution or
19 recording of any documents purporting to assign or transfer title and/or any interest in
20 the Patents to OTC with the PTO.
- 21 22. Upon information and belief, Zandian executed such documents by (*inter alia*) utilizing
22 his signature on behalf of OTC and mis-stating that Zandian/OTC was exercising the
23 Power of Attorney as the "attorney in fact" of Margolin.
- 24 23. Had UAS not provided the Power of Attorney to Zandian/OTC, OTC would not have
25 been able to record it as a purported Assignment with the PTO.
- 26 24. The recording of the Assignment and Power of Attorney with the PTO:

- 1 a. Are circumstances under which reliance upon such recordings by a third person
2 is reasonably foreseeable as the open public records of the PTO are regularly and
3 normally referred to and/or relied upon by persons in determining legal rights
4 with respect to patents (including assignments, transfers of rights and licenses
5 relating thereto), and evaluating such rights with respect to valuation, negotiation
6 and purchase of rights with respect to patents (including assignments, transfers
7 of rights and licenses relating thereto); and/or
8 b. Create a cloud of title, an impairment of vendibility, and/or an appearance of
9 lessened desirability for purchase, lease, license or other dealings with respect
10 to the Patents and/or Power of Attorney; and/or
11 c. Prevent and/or impair sale and/or licensing of the Patents; and/or
12 d. Otherwise impair and/or lessen the value of the Patents and/or any licenses to be
13 issued with respect to them; and/or
14 e. Cast doubt upon the extent of Optima's interests in the Patents and/or under the
15 Power of Attorney relating thereto and/or upon Optima's power to make an
16 effective sale, assignment, license or other transfer of rights relating thereto;
17 and/or
18 f. Caused damage and harm to Optima; and/or
19 g. Reasonably necessitated and/or forced Optima to prepare and record documents
20 with the PTO attempting to correct the public record regarding Optima's rights
21 with respect to the Patents and/or the Power of Attorney for which Optima
22 incurred substantial expenses (attorneys' fees and costs) in the preparation and
23 recording thereof; and/or
24 h. Irrespective of Optima's filings with the PTO, created a continuing cloud of title,
25 impairment of vendibility, etc. (as discussed in the foregoing paragraphs) and
26 continuing harm to Optima reasonably necessitating and forcing Optima to bring

- 1 its declaratory judgment cross-claim against OTC herein to declare and establish
- 2 true and proper title to the Patents, for which Optima has incurred and will incur
- 3 substantial expenses (attorneys' fees and costs) in the prosecution thereof.
- 4 25. Upon information and belief, UAS provided additional information to Zandian/OTC
- 5 regarding, or of the same nature as that discussed in, Paragraph 33 of and Exhibits 14,
- 6 15 and 17 to the *Complaint* herein.
- 7 26. UAS made the disclosures (*inter alia*) as acknowledged in its *Complaint* herein.
- 8 27. Upon information and belief, UAS also made the disclosures alleged in Paragraph 34
- 9 of, and in Exhibit 12 attached to, the *Complaint*.
- 10 28. By filing its *Complaint* as part of the open public record in this case, UAS disclosed the
- 11 content thereof and the Exhibits attached thereto.
- 12 29. The actions of UAS and OTC herein were motivated by spite, malice and/or ill-will
- 13 toward Optima and were for the purpose of and/or were intended to intermeddle with,
- 14 interfere with, trespass upon and/or cause harm to Optima's rights in the Patents and/or
- 15 under the Power of Attorney, and/or with knowledge that such intermeddling,
- 16 interference, trespass and/or harm was substantially certain to occur.
- 17 30. Upon information and belief, OTC intends to continue to compete, interfere, and/or
- 18 attempt to compete and/or interfere with Optima regarding the Patents and/or the Power
- 19 of Attorney. At this time, however, Optima is unaware of any actual attempts yet made
- 20 by OTC to purportedly license, sell or otherwise transfer rights regarding the Patents
- 21 under its purported Assignment/Power of Attorney (as recorded with the PTO). If and
- 22 when Optima becomes aware of such actions, it will timely seek to amend and
- 23 supplement the Counterclaims, Cross-Claims, Third-Party Claims and/or remedies
- 24 herein as necessary and applicable.
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COUNT 1

PATENT INFRINGEMENT

- 31. The statements of all of the foregoing paragraphs are incorporated herein by reference as if fully set forth herein.
- 32. This is a cause of action for patent infringement under 35 U.S.C. § 271 *et seq.* At all relevant times, UAS had actual and constructive knowledge of the Patents in suit including the scope and claim coverage thereof.
- 33. UAS's aforesaid activities constitute a direct, contributory and/or inducement of infringement of the aforesaid patents in violation of 35 U.S.C. § 271 *et seq.* UAS's aforesaid infringement is and has, at all relevant times, been willful and knowing.
- 34. Naimer and Hummel, through their forgoing actions, actively aided and abetted and knowingly and/or intentionally induced, and specifically intended to induce, UAS's direct infringement despite their knowledge of the Patents.
- 35. Optima has suffered and will continue to suffer immediate and ongoing irreparable and actual harm and monetary damage as a result of UAS's, Naimer's and Hummel's willful patent infringement in an amount to be proven at trial.

COUNT 2

BREACH OF CONTRACT

- 36. The statements of all of the foregoing paragraphs are incorporated herein by reference as if fully set forth herein.
- 37. This is a cause of action for breach of contract against UAS pursuant to Arizona law.
- 38. UAS's actions constitute one or more breaches of the contract attached as Exhibit 8 to the *Complaint* herein.
- 39. As a result thereof, Optima has suffered and will continue to suffer immediate and ongoing harm and monetary damage in an amount to be proven at trial.

....

COUNT 3

**BREACH OF THE IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING**

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40. The statements of all of the foregoing paragraphs are incorporated herein by reference as if fully set forth herein.
41. This is a cause of action for breach of the implied covenant of good faith and fair dealing against UAS pursuant to Arizona law.
42. Under Arizona law, every contract contains an implied covenant of good faith and fair dealing.
43. UAS's actions constitute one or more breaches of covenant of good faith and fair dealing present and implied in the contract attached as Exhibit 8 to the *Complaint* herein.
44. As a result thereof, Optima has suffered and will continue to suffer immediate and ongoing harm and monetary damage in an amount to be proven at trial.

COUNT 4

NEGLIGENCE

45. The statements of all of the foregoing paragraphs are incorporated herein by reference as if fully set forth herein.
46. This is an cause of action for negligence against UAS pursuant to the law of New York, Delaware, California, Virginia or Arizona.
47. UAS owed a duty of care to Optima as a result of Exhibit 8 to the *Complaint* herein, and the obligations created therein and/or relating thereto.
48. UAS breached these duties through its foregoing actions as alleged herein, including but not limited to:
- a. UAS's inclusion in an openly-accessible public record the allegations of its *Complaint*; and/or

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- publication(s); and/or
- g. Are/were in reckless disregard with being in the nature of disparagement(s); and/or
 - h. Are/were motivated by ill will toward Optima; and/or
 - i. Are/were motivated by an intent to injure Optima; and/or
 - j. Are/were committed with an intent to interfere in an unprivileged manner with Optima's interests; and/or
 - k. Are/were committed with negligence regarding the truth or falsity of the statement and/or publication and/or with being in the nature of a disparagement.
59. As a result thereof, Optima has suffered and will continue to suffer immediate and ongoing harm and monetary damage in an amount to be proven at trial.

COUNT 7

TRESPASS TO CHATTELS

60. The statements of all of the foregoing paragraphs are incorporated herein by reference as if fully set forth herein.
61. This is a cause of action for trespass to chattels against OTC and UAS pursuant to the law of New York, Delaware, California, Virginia or Arizona.
62. The actions of OTC and/or UAS, as alleged above:
- a. Are/were intentional physical, forcible and/or unlawful interference with the use and enjoyment of rights to the Patents and/or Power of Attorney possessed by Optima without justification or consent; and/or
 - b. Are/were possession of and/or the exercise of dominion over rights to the Patents and/or Power of Attorney possessed by Optima without justification or consent; and/or
 - c. Are/were intentional use and/or intermeddling with rights to the Patents and/or Power of Attorney possessed by Optima without authorization; and/or

- 1 d. Resulted in deprivation of Optima's use of and/or rights in the Patents and/or
 - 2 Power of Attorney for a substantial time; and/or
 - 3 e. Resulted in impairment of the condition, quality and/or value of Optima's use of
 - 4 and/or rights in the Patents and/or Power of Attorney; and/or
 - 5 f. Resulted in harm to the legally protected interests of Optima.
- 6 63. As a result thereof, Optima has suffered and will continue to suffer immediate and
- 7 ongoing harm and monetary damage in an amount to be proven at trial.

8 **COUNT 8**

9 **UNFAIR COMPETITION**

- 10 64. The statements of all of the foregoing paragraphs are incorporated herein by reference
- 11 as if fully set forth herein.
- 12 65. This is a cause of action for unfair competition against OTC and UAS pursuant to the
- 13 common law of New York, Delaware, California, Virginia or Arizona.
- 14 66. The actions of OTC and/or UAS, as alleged above:
- 15 a. Are/were an unfair invasion and/or infringement of Optima's property rights of
 - 16 commercial value with respect to the Patents and/or the Power of Attorney;
 - 17 and/or
 - 18 b. Are/were a misappropriation of a benefit and/or property right belonging to
 - 19 Optima with respect to the Patents and/or the Power of Attorney; and/or
 - 20 c. Are/were a deceit and/or fraud upon the public with respect to the true ownership
 - 21 and other rights of Optima relating to the Patents and/or the Power of Attorney;
 - 22 and/or
 - 23 d. Are/were likely to cause confusion of the public with respect to the true
 - 24 ownership and other rights of Optima relating to the Patents and/or the Power of
 - 25 Attorney; and/or
 - 26 e. Will cause and/or are likely to cause an unfair diversion of trade whereby any

1 potential purchaser of a license or other rights from OTC with respect to the
2 Patents and/or Power of Attorney will be cheated into the purchase of something
3 which it is not in fact getting; and/or

4 f. Are likely to divert the trade of Optima; and/or

5 g. Are likely to cause substantial and irreparable harm to Optima.

6 67. As a result thereof, Optima has suffered and will continue to suffer immediate and
7 ongoing harm and monetary damage in an amount to be proven at trial.

8 **COUNT 9**

9 **UNFAIR AND DECEPTIVE COMPETITION/BUSINESS PRACTICES**

10 68. The statements of all of the foregoing paragraphs are incorporated herein by reference
11 as if fully set forth herein.

12 69. This is a cause of action for unfair and deceptive competition/business practices against
13 OTC and UAS pursuant to the statutory law of Delaware, 6 Del.C. §2531 *et seq.* to the
14 extent such statutory scheme applies in this matter.

15 70. The actions of OTC and/or UAS, as alleged above:

16 a. Are/were those of a person engaged in a course of a business, vocation, or
17 occupation; and/or

18 b. Constitute a deceptive trade practice; and/or

19 c. Cause a likelihood of confusion or of misunderstanding as to affiliation,
20 connection, or association with, or certification by, another; and/or

21 d. Represent that goods or services have sponsorship, approval, characteristics,
22 ingredients, uses, benefits, or quantities that they do not have, or that a person
23 has a sponsorship, approval, status, affiliation, or connection that the person does
24 not have; and/or

25 e. Represent that goods or services are of a particular standard, quality, or grade,
26 or that goods are of a particular style or model, if they are of another; and/or

- 1 f. Disparage the goods, services, or business of another by false or misleading
2 representation of fact; and/or
3 g. Were conduct which similarly creates a likelihood of confusion or of
4 misunderstanding.
- 5 71. As a result thereof, Optima has suffered and will continue to suffer immediate and
6 ongoing harm and monetary damage in an amount to be proven at trial.
- 7 72. To the extent Optima is entitled to damages under Delaware common-law it is further
8 entitled to treble damages pursuant to 6 Del.C. §2533(c).
- 9 73. Optima is entitled to injunctive relief pursuant to 6 Del.C. §2533(a).
- 10 74. The acts were a willful deceptive trade practice entitling Optima to its attorneys' fees
11 and costs pursuant to 6 Del.C. §2533(b).
- 12 75. This matter is an "exceptional" case also entitling Optima to its attorneys fees pursuant
13 to 6 Del.C. §2533(b).

14 **COUNT 10**

15 **UNLAWFUL CONSPIRACY TO INJURE TRADE OR BUSINESS**

- 16 76. The statements of all of the foregoing paragraphs are incorporated herein by reference
17 as if fully set forth herein.
- 18 77. This is a cause of action for unlawful conspiracy to injure trade or business against OTC
19 and UAS pursuant to the statutory law of Virginia, Va. Code Ann. § 18.2-499 and
20 § 18.2-500, to the extent such statutory scheme applies in this matter.
- 21 78. The actions of OTC and UAS, as alleged above, were those of two or more persons who
22 combined, associated, agreed, mutually undertook and/or acted in concert together for
23 the purpose of willfully and maliciously injuring Optima and its trade and/or business.
- 24 79. As a result thereof, Optima has suffered and will continue to suffer immediate and
25 ongoing harm and monetary damage in an amount to be proven at trial.
- 26 80. Optima is entitled to treble damages plus attorneys' fees and costs under Va. Code

1 Ann. § 18.2-500,

2 **COUNT 11**

3 **UNFAIR AND DECEPTIVE COMPETITION/BUSINESS PRACTICES**

4 81. The statements of all of the foregoing paragraphs are incorporated herein by reference
5 as if fully set forth herein.

6 82. This is a cause of action for unfair and deceptive competition/business practices against
7 OTC and UAS pursuant to the statutory law of California, California Business and
8 Professions Code § 17200 *et. seq.*, to the extent such statutory scheme applies in this
9 matter.

10 83. The actions of OTC and/or UAS, as alleged above, constitute one or more unlawful,
11 unfair or fraudulent business acts or practices including but not limited to the following:

12 a. The acts/practices are/were “fraudulent” as they are/were untrue and/or are/were
13 likely to deceive the public; and/or

14 b. The acts/practices are/were “unfair” as they constituted conduct that significantly
15 threatens or harms competition; and/or

16 c. The acts/practices are/were “unfair” as they constitute conduct that offends an
17 established public policy or when the practice is immoral, unethical, oppressive,
18 unscrupulous or substantially injurious to consumers; and/or

19 d. The acts/practices are/were “unlawful” as they are/were in violation of the
20 common-law duties that were owed to Optima; and/or

21 e. The acts/practices are/were “unlawful” as they are/were in violation of the legal
22 principles expressed in the other Counts herein; and/or

23 f. The acts/practices are/were “unlawful” as they are/were in committed violation
24 of Va. Code Ann. § 18.2-172 (a class 5 felony); and/or

25 g. The acts/practices are/were “unlawful” as they are/were in committed violation
26 of Va. Code Ann. § 18.2-499 (a class 1 misdemeanor).

1 84. As a result thereof, Optima has suffered and will continue to suffer immediate and
2 ongoing harm and monetary damage.

3 85. Optima is without an adequate remedy at law.

4 86. Unless enjoined the acts of OTC and UAS will continue to cause further, great,
5 immediate and irreparable injury to Optima.

6 87. Optima is entitled to injunctive relief and restitutionary disgorgement pursuant to
7 California Business and Professions Code § 17203.

8 **COUNT 12**

9 **UAS LIABILITY**

10 88. The statements of all of the foregoing paragraphs are incorporated herein by reference
11 as if fully set forth herein.

12 89. In addition to any other liability existing as to the acts of UAS described herein UAS
13 is additionally liable under Counts 6-11 herein because:

14 a. OTC acted as the agent and/or servant of UAS; and/or

15 b. UAS aided and abetted the wrongful conduct of OTC through one or more of the
16 following:

17 i. UAS provided aid to OTC in its commission of a wrongful act that caused
18 injury to Optima; and/or

19 ii. UAS substantially assisted and/or encouraged OTC in the principal
20 violation/wrongful act; and/or

21 iii. UAS was aware of its role as part of overall illegal and/or tortious activity
22 at the time it provided the assistance; and/or

23 iv. UAS reached a conscious decision to participate in tortious activity for
24 the purpose of assisting OTC in performing a wrongful act; and/or

25 c. UAS engaged in a civil conspiracy with OTC through an agreement to
26 accomplish an unlawful purpose and/or to accomplish a lawful object by

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unlawful means, one of whom committed an act in furtherance thereof, thereby causing damages to Optima; and/or

- d. UAS and OTC acted in concert; and/or
- e. UAS provided affirmative aid and/or encouragement to the wrongful conduct of OTC; and/or
- f. UAS directed, ordered and/or induced the wrongful conduct of OTC while knowing (or should having known) of circumstances that would have made the conduct tortious if it were UAS's; and/or
- g. UAS advised OTC to commit the wrongful conduct which resulted in a legal wrong and/or harm to Optima; and/or
- h. UAS acted together with OTC to commit the wrongful conduct pursuant to a common design; and/or
- i. UAS knew that the OTC's conduct would constitute a breach of duty and gave substantial assistance or encouragement to OTC so to conduct itself; and/or
- j. UAS gave substantial assistance to OTC in accomplishing a tortious result and UAS's own conduct, separately considered, constitutes a breach of duty to Optima; and/or
- k. UAS knowingly participated in the wrongful action of OTC.

90. As a result thereof, UAS is jointly and severally liable for any such damages awarded to Optima under Counts 6-11 herein.

COUNT 13

PUNITIVE DAMAGES

91. The statements of all of the foregoing paragraphs are incorporated herein by reference as if fully set forth herein.

92. This is a claim for punitive damages against OTC and UAS pursuant to the common law and/or statutory law of New York, Delaware, California, Virginia or Arizona.

- 1 93. Through their actions referenced herein, OTC and UAS:
- 2 a. Acted with an intent to injure Optima and/or consciously pursued a course of
- 3 conduct knowing that it created a substantial risk of significant harm to Optima;
- 4 and/or
- 5 b. Acted with an "evil hand" guided by an "evil mind"; and/or
- 6 c. Engaged in intentional and deliberate wrongdoing and with character of outrage
- 7 frequently associated with crime; and/or
- 8 d. Engaged in conduct that may be characterized as gross and morally reprehensible
- 9 and of such wanton dishonesty as to imply criminal indifference to civil
- 10 obligations; and/or
- 11 e. Acted with conduct so reckless and wantonly negligent as to be the equivalent
- 12 of a conscious disregard of the rights of others; and/or
- 13 f. Acted with a fraudulent and/or evil motive; and/or
- 14 g. Acted with aggravation and outrage; and/or
- 15 h. Acted with outrageous conduct with evil motive and/or reckless indifference to
- 16 rights of others; and/or
- 17 i. Acted with wilful and/or wanton disregard for the rights of others; and/or
- 18 j. Were aware of probable dangerous consequences of their conduct and willfully
- 19 and deliberately failed to avoid those consequences; and/or
- 20 k. Acted with the intent to vex, injury or annoy, or with a conscious disregard of the
- 21 right of others; and/or
- 22 l. Engaged in reprehensible and/or fraudulent conduct; and/or
- 23 m. Acted in blatant violation of law or policy; and/or
- 24 n. Acted with extreme indifference to the rights of others; and/or
- 25 o. Are guilty of oppression, fraud and/or malice, as defined by and pursuant to
- 26 Cal.Civ.Code § 3294; and/or

- 1 p. Acted with wilful and wanton conduct so as to evince a conscious disregard of
- 2 the rights of others; and/or
- 3 q. Acted with recklessness and/or negligence so as to evince a conscious disregard
- 4 of the rights of others; and/or
- 5 r. Engaged in malicious conduct; and/or
- 6 s. Engaged in misconduct and/or actual malice.
- 7 94. As a result thereof, Optima is entitled to an award of punitive damages against OTC and
- 8 UAS herein in an amount to be determined by a jury.

9 **EXCEPTIONAL CASE**

10 This is an exceptional case under 35 U.S.C. § 285 in which Counterclaimant and
11 Cross-Claimant Optima is entitled to its attorneys' fees and costs incurred in connection with
12 this action.

13 **JURY TRIAL DEMAND**

14 Counterclaimant Optima demands a jury trial on all claims and issues to be litigated in
15 this matter.

16 **PRAYER FOR RELIEF**

17 WHEREFORE Optima requests that the Court enter judgment in favor of Optima, and
18 against UAS, OTC, Naimer, and Hummel, on the Counterclaims, Cross-Claims and Third-Party
19 Claims, as follows:

- 20 1. Declaring that the Infringing Products, and all other of UAS's products shown to be
- 21 encompassed by one or more claims of the asserted Patents infringe said Patents;
- 22 2. Awarding Optima its monetary damages, and a doubling or trebling thereof, incurred
- 23 as a result of Defendants' willful infringement and unlawful conduct, as provided under
- 24 35 U.S.C. § 284;
- 25 3. Declaring that this is an exceptional case pursuant to 35 U.S.C. § 285 and awarding
- 26 Optima its attorneys fees incurred in having to prosecute this action;

- 1 4. Ordering that all of the Counterdefendants, Crossdefendants and Third-Party
2 Defendants and all those in active concert or privity with them be temporarily,
3 preliminarily and permanently enjoined from further infringement of U.S. Patent No.
4 5,566,073 (the '073 patent) and U.S. Patent No. 5,904,724 (the '724 patent);
- 5 5. Awarding Optima its actual, special, compensatory, economic, punitive and other
6 damages, including but not limited to:
 - 7 a. A reasonable royalty and/or lost profits attributable to defendants' past, present
8 and ongoing infringement of the Patents;
 - 9 b. The reduced value of the Patents and/or licenses with respect thereto;
 - 10 c. Optima's attorneys' fees and costs incurred in preparing and recording filings
11 with the PTO; and
 - 12 d. Optima's ongoing attorneys' fees and costs incurred in filing and prosecuting the
13 cross-claims against OTC herein to establish the invalidity, void nature, etc., of
14 its filing of the Assignment with the PTO and claim of any right or interest in the
15 Power of Attorney and/or the Patents, and to otherwise remove the cloud of title,
16 impairment of vendibility, etc., with respect to Optima's rights in the Patents
17 and/or the Power of Attorney;
- 18 6. Declaring that OTC has no interest or right in the Patents or the Power of Attorney;
- 19 7. Declaring that the Assignment OTC filed with the PTO is forged, invalid, void, of no
20 force and effect, should be struck from the records of the PTO, and that the PTO correct
21 its records with respect to any such claim made by OTC with respect to the Patents
22 and/or the Power of Attorney;
- 23 8. Enjoining OTC from asserting further rights or interests in the Patents and/or Power of
24 Attorney;
- 25 9. Enjoining UAS and OTC from further acts of unfair competition;
- 26 10. Granting Optima its attorneys' fees and costs pursuant to applicable law, including but

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not limited to A.R.S. §12-341.01 and § 12-340 and/or the laws of one or more of New York, Virginia, Delaware and/or California;

11. Granting Optima prejudgment and post-judgment interest at the legal rate; and

12. Granting Optima such other and further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED this 24th day of January, 2008.

CHANDLER & UDALL, LLP

By /s Edward Moomjian II
Edward Moomjian II
Jeanna Chandler Nash
Attorneys for Defendants Adams, Margolin
and Optima Technology Inc. a/k/a Optima
Technology Group, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on January 24, 2008, I electronically transmitted the attached document to the Clerk's office using the EM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/DCF registrants:

E. Jeffrey Walsh, Esquire
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Phoenix, Arizona 85016
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Scott Joseph Bornstein, Esquire
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Greenberg Traurig, LLP
200 Park Avenue
New York, New York 10166
Attorneys for Plaintiff

_____ s/

Exhibit B

Exhibit B

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS CORPORATION,

Plaintiff,

vs.

OPTIMA TECHNOLOGY GROUP, INC.,
OPTIMA TECHNOLOGY CORPORATION, ROBERT ADAMS and
JED MARGOLIN,

Defendants.

No. CV 07-588-TUC-RCC

ORDER

OPTIMA TECHNOLOGY INC. a/k/a
OPTIMA TECHNOLOGY GROUP, INC.,
a corporation,

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS CORPORATION, an Arizona corporation,

Counterdefendant,

OPTIMA TECHNOLOGY INC. a/k/a
OPTIMA TECHNOLOGY GROUP, INC.,

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY CORPORATION,

Cross-Defendant.

1 This Court, having considered the Defendants' Application for Entry of Default
2 Judgment against Cross-Defendant Optima Technology Corporation, finds no just reason to
3 delay entry of final judgment.

4 Therefore, IT IS HEREBY ORDERED:

5 Final Judgment is entered against Cross-Defendants Optima Technology Corporation,
6 a California corporation, and Optima Technology Corporation, a Nevada corporation, as
7 follows:

8 1. Optima Technology Corporation has no interest in U.S. Patents Nos. 5,566,073 and
9 5,904,724 ("the Patents") or the Durable Power of Attorney from Jed Margolin dated July
10 20, 2004 ("the Power of Attorney");

11 2. The Assignment Optima Technology Corporation filed with the USPTO is forged,
12 invalid, void, of no force and effect, and is hereby struck from the records of the USPTO;

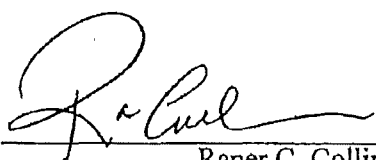
13 3. The USPTO is to correct its records with respect to any claim by Optima
14 Technology Corporation to the Patents and/or the Power of Attorney; and

15 4. OTC is hereby enjoined from asserting further rights or interests in the Patents
16 and/or Power of Attorney; and

17 5. There is no just reason to delay entry of final judgment as to Optima Technology
18 Corporation under Federal Rule of Civil Procedure 54(b).

19 DATED this 18th day of August, 2008.

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Raner C. Collins
United States District Judge

Exhibit C

Exhibit C

Section I: Requester/Originator Information							
Name: <u>Jed Margolin</u>		Telephone #: <u>847 7845</u>		Date Wire to be Sent: <u>1/15/08</u>			
Address: <u>1981 Empire Rd</u>		City: <u>Reno</u>		State: <u>NV</u>		Zip: <u>89501</u>	
Customer ID Type	ID#	Issue State/Country	Issue Date	Expiration Date			
1. <u>DL</u>	1. <u>832</u>	1. <u>NV</u>	1. <u>1-6-06</u>	1. <u>2/20/10</u>			
2. <u>BACC</u>		Method of Signature Verification (If Applicable): <u>Sig Card</u>					
Section II: Associate Accepting Wire							
Associate Name: <u>Kmazza</u>		Phone and Fax #: <u>32560216034</u>		Unit Co#/CC#: <u>8557</u>		Date: <u>1/15/08</u> Time: <u>1:40</u>	
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A		Name/Number of Person Contacted:		Date/Time:		Approval (required)/Market Approval (if required):	
Callback Completed by:							
Section III: Domestic Payment Instructions							
Amount of Wire: \$ <u>30,000</u>		Debit Account Type (circle one): <u>CHKG</u> SAV ICA GL		Serial # (For ICA/GL) or Repetitive ID#:		Source: <input checked="" type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	
Account to Debit: <u>[REDACTED]</u>		State: <u>NV</u> Available Balance: \$		Account Title: <u>Jed Margolin</u>			
Overdraft Amount: \$		Overdraft Approved by (Name & Signature):		Date:		Wire Fee: \$ <u>25</u>	
Section IV: International Payment Instructions <input type="checkbox"/> Check here if funds must be sent in U.S. Dollars							
USD Amount of Wire: \$		Country:		Rate:		Foreign Currency Code:	
Debit Account Type (circle one): <u>CHKG</u> SAV ICA GL		Serial # (For ICA/GL) or Repetitive ID#:		FX Reference ID (if Applicable):		Source: <input type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	
Account to Debit:		State:		Available Balance:		Account Title:	
Overdraft Amount: \$		Overdraft Approved by (Name & Signature):		Date:		Wire Fee: \$	
Section V: Wire Information							
Beneficiary Name: <u>Merrill Lynch</u>				Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required): <u>1011730</u>			
Beneficiary Address: Street		City		State		Country Zip	
Beneficiary Bank Name: <u>Mellon Bank</u>				ABA # or SWIFT or National ID: <u>043000261</u>			
Beneficiary Bank Address: Street		City		State		Country Zip	
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival): <u>F/C to Optima Technology acct 223-07406</u>							
Send Thru Bank/IBK (if available):				ABA # or SWIFT or National ID:			
Send Thru Bank Address: Street		City		State		Country Zip	
Section VI: Customer Approval							
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.							
Customer's Signature: <u>Jed Margolin</u>				Date of Request: <u>1-15-2008</u>			
Section VII: Wire System Entry/Verification							
Wire Entered by: Name/Signature (attach BFT screens prints): <u>Kmazza</u>				BFT System Time: <u>124544</u>		BFT Sequence #: <u>01080115005654</u>	
Print: <u>Kmazza</u>		Signature: <u>Kmazza</u>		Date of Entry and Verification: <u>1-15-08</u>		Verified By (Name/Signature) (Print Verification Screen): <u>Jack Walker</u>	
Print: <u>Jack Walker</u>		Signature: <u>[Signature]</u>		BFT System Time: <u>17:49:27</u>			

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO

Section I: Requester/Originator Information					
Name <i>Jed Margolin</i>		Telephone # <i>847-7845</i>		Date Wire to be Sent <i>3-26-08</i>	
Address <i>1981 Empire Rd</i>		City <i>Reno</i>		State <i>NV</i>	
Zip <i>89521</i>		Customer ID Type <i>1. Driver's Lic</i>		ID# <i>8352</i>	
Issue State/Country <i>1. Nevada</i>		Issue Date <i>1-6-06</i>		Expiration Date <i>1. 2/20/10</i>	
Method of Signature Verification (If Applicable) <i>2. _____</i>					
Section II: Associate Accepting Wire					
Associate Name <i>Janet Saldana</i>		Phone and Fax # <i>775-325-6021</i>		Unit Co#/CC# <i>336/8557</i>	
Date <i>3-26-08</i>		Time		Approval (required)/Market Approval (if required)	
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input type="checkbox"/> N/A		Name/Number of Person Contacted		Date/Time	
Callback Completed by: _____					
Section III: Domestic Payment Instructions					
Amount of Wire <i>\$ 30,000 -</i>		Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input checked="" type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>		Serial # (For ICA/GL) or Repetitive ID#	
Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input checked="" type="checkbox"/> Letter		Account to Debit State		Available Balance	
Account Title <i>Jed Margolin</i>		Overdraft Amount \$		Overdraft Approved by (Name & Signature) Date	
Wire Fee \$ <i>25 -</i>					
Section IV: International Payment Instructions: <input type="checkbox"/> Check here if funds must be sent in US Dollars					
USD Amount of Wire \$		Country		Rate	
Foreign Currency Code		Foreign Currency Amount		Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>	
Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (If Applicable)		Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	
Account to Debit State		Available Balance		Account Title	
Overdraft Amount \$		Overdraft Approved by (Name & Signature)		Date	
Wire Fee \$					
Section V: Wire Information					
Beneficiary Name <i>Merrill Lynch</i>			Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required) <i>1011730</i>		
Beneficiary Address: Street		City		State	
Country		Zip		Beneficiary Bank Name <i>Mellon Bank</i>	
ABA # or SWIFT or National ID <i>01223-07406</i>		City		State	
Country		Zip <i>043000261</i>		Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival) <i>F/CR to Optima Technology Group</i>	
Send Thru Bank/IBK (if available)		ABA # or SWIFT or National ID <i>223-07406</i>		Send Thru Bank Address Street	
City		State		Country	
Zip					
Section VI: Customer Approval					
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.					
Customer's Signature: <i>Jed Margolin</i>				Date of Request: <i>3-26-08</i>	
Section VII: Wire System Entry/Verification					
Wire Entered by: Name/Signature (attach BFT screens prints) Print: <i>Janet Saldana</i> Signature: <i>Janet Saldana</i>		BAT Approval Authorization # (if applicable)		BFT System Time <i>15:33:53</i>	
BFT Sequence # <i>01080326006579</i>		Date of Entry and Verification		Verified By (Name/Signature) (Print Verification Screen) Print: _____ Signature: _____	
BFT System Time					

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO

Section I: Requester/Originator Information

Name <i>Jed Margolin</i>		Telephone # <i>775-847-7845</i>	Date Wire to be Sent <i>6-18-08</i>	
Address <i>1981 Empire Rd</i>		City <i>Reno</i>	State <i>NV</i>	Zip <i>89521-7430</i>
Customer ID Type <i>1. ARIVER License</i>	ID# <i>8352</i>	Issue State/Country <i>1. Nevada</i>	Issue Date <i>1. 01-06-06</i>	Expiration Date <i>1. 02-20-2010</i>
Method of Signature Verification (If Applicable) <i>2. BotA - ATM 5124 EXP 5/2010</i>				

Section II: Associate Accepting Wire

Associate Name <i>Janet Saldana</i>	Phone and Fax # <i>775-325-6021</i>	Unit Co#/CC# <i>336/8557</i>	Date <i>6-18-08</i>	Time <i>9:32</i>
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input type="checkbox"/> N/A		Name/Number of Person Contacted	Date/Time	Approval (required)/Market Approval (if required)
Callback Completed by: _____				

Section III: Domestic Payment Instructions

Amount of Wire <i>\$ 30,000.-</i>	Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input checked="" type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>	Serial # (For ICA/GL) or Repetitive ID#	Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter <input checked="" type="checkbox"/> OTC
Account to Debit	State	Available Balance <i>\$ 42,339.52</i>	Account Title <i>Jed Margolin</i>
Overdraft Amount \$	Overdraft Approved by (Name & Signature)		Date <i>6-18-08</i>
			Wire Fee <i>\$ 25.-</i>

Section IV: International Payment Instructions: Check here if funds must be sent in US Dollars

USD Amount of Wire \$	Country	Rate	Foreign Currency Code	Foreign Currency Amount
Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>	Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (If Applicable)	Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter <input type="checkbox"/> OTC
Account to Debit	State	Available Balance \$	Account Title	
Overdraft Amount \$	Overdraft Approved by (Name & Signature)		Date	Wire Fee \$

Section V: Wire Information

Beneficiary Name <i>Snell & Wilmer Trust Acct</i>	Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required) <i>411-9025</i>			
Beneficiary Address: Street	City	State	Country	Zip
Beneficiary Bank Name <i>J.P. Morgan Chase NA/Phoenix Trust Acct</i>	ABA # or SWIFT or National ID <i>021000021</i>			
Beneficiary Bank Address: Street	City	State	Country	Zip
<i>201 N. Central Ave Phoenix AZ US 85004</i>				
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival) <i>ATTN: Jeff Willis Client: Optima Technology Group/Jed Margolin</i>				
Send Thru Bank/IBK (if available)	ABA # or SWIFT or National ID			
Send Thru Bank Address: Street	City	State	Country	Zip

Section VI: Customer Approval

I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.

Customer's Signature: *Jed Margolin* Date of Request: *6-18-08*

Section VII: Wire System Entry/Verification : BAT Approval Authorization # (if applicable)

Wire Entered by: Name/Signature (attach BFT screens prints) <i>Janet Saldana</i>	BFT System Time <i>12.02.54</i>	BFT Sequence # <i>01080618004513</i>
Date of Entry and Verification	Verified By (Name/Signature) (Print Verification Screen)	BFT System Time
Print: _____	Signature: _____	

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO