

IN THE SUPREME COURT OF THE STATE OF NEVADA

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Elizabeth A. Brown
Clerk of Supreme Court

REZA ZANDIAN, AKA GOLAMREZA
ZANDIANJAZI, AKA GHOLAM REZA
ZANDIAN, AKA REZA JAZAI, AKA J.
REZA JAZI AKA G. REZA JAZI, AKA
GHONOREZA ZANDIAN JAZI, AN
INDIVIDUAL

No. 82559

Appellant,

vs.

JED MARGOLIN, AN INDIVIDUAL,

RECORD ON APPEAL

VOL VI

REZA ZANDIAN
6 RUE EDOUARD FOURNIER
75116 PARIS FRANCE

BROWNSTEIN HYATT FARBRE
SCHRECK, LLP/RENO
5371 KIETZKE LANE
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APPELLANT IN PROPER PERSON

ATTORNEYS FOR RESPONDENT

THE SUPREME COURT OF THE STATE OF NEVADA

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ALAN GLOVE
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BY *Alan Glove*
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3 Reno, NV 89511
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4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

NOTICE OF ENTRY OF
DEFAULT JUDGMENT

21 TO: All parties:

22 **PLEASE TAKE NOTICE** that on June 24, 2013 the Court entered a Default
23 Judgment in the above-referenced matter for Plaintiff and against Defendant Zandian and
24 Defendants Optima Technology Corporation, a Nevada corporation and Optima Technology
25 Corporation, a California Corporation. Attached as Exhibit 1 is a true and correct copy of such

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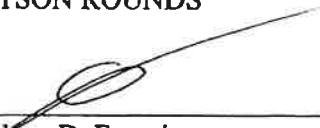
Default Judgment.

Affirmation Pursuant to NRS 239B.030

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

DATED: June 26, 2013.

WATSON ROUNDS

By: 
Matthew D. Francis
Adam P. McMillen
Watson Rounds
5371 Kietzke Lane
Reno, NV 89511

Attorneys for Plaintiff Jed Margolin

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 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, **Notice of Entry of Default Judgment**, addressed
5 as follows:

6 Reza Zandian
7 8775 Costa Verde Blvd.
8 San Diego, CA 92122

9 Reza Zandian
10 8775 Costa Verde Blvd, Apt. 501
11 San Diego, CA 92122

12 Alborz Zandian
13 9 Almanzora
14 Newport Beach, CA 92657-1613

15 Reza Zandian
16 8401 Bonita Downs Road
17 Fair Oaks, CA 95628

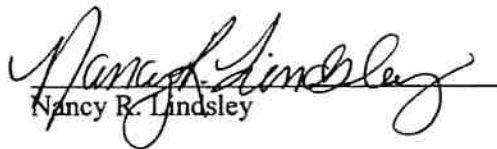
18 Optima Technology Corp.
19 A California corporation
20 8401 Bonita Downs Road
21 Fair Oaks, CA 95628

22 Optima Technology Corp.
23 A Nevada corporation
24 8401 Bonita Downs Road
25 Fair Oaks, CA 95628

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: June 26, 2013.


Nancy R. Lindsley

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Adam P. McMillen (10678)
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Attorneys for Plaintiff Jed Margolin

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ALAN GLOVER
C. ERVEN
BY _____ CLERK
DEPUTY

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

9
10 JED MARGOLIN, an individual,

11 Plaintiff,

12 vs.

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

19 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

DEFAULT JUDGMENT

20
21 WHEREAS Plaintiff JED MARGOLIN filed an Amended Complaint in this action on
22 August 11, 2011. On March 5, 2012, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
23 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
24 GHONONREZA ZANDIAN JAZI ("Zandian") served a General Denial to the Amended
25 Complaint. On March 13, 2012, OPTIMA TECHNOLOGY CORPORATION, a California
26 corporation, OPTIMA TECHNOLOGY CORPORATION, a Nevada corporation, served a
27 General Denial to the Amended Complaint.
28

1 WHEREAS on June 28, 2012, this Court issued an order requiring the corporate
2 Defendants to retain counsel and that counsel must enter an appearance on behalf of the
3 corporate Defendants by July 15, 2012. If no such appearance was entered, the June 28, 2012
4 order said that the corporate Defendants' General Denial shall be stricken. Since no
5 appearance was made on their behalf, a default was entered against them on September 24,
6 2012. A notice of entry of default judgment was filed on November 6, 2012.

7 WHEREAS on January 15, 2013, this Court issued an order striking the General Denial
8 of Zandian and awarding his fees and costs incurred in bringing the motion to strike. A default
9 was entered against Zandian on March 28, 2013. A notice of entry of default judgment was
10 filed on April 5, 2013.

11 WHEREAS Defendants are not infants or incompetent persons and are not in the
12 military service of the United States as defined by 50 U.S.C. § 521.

13 WHEREAS the allegations in Plaintiff's Amended Complaint warrant entry of final
14 judgment against all named Defendants for conversion, tortious interference with contract,
15 intentional interference with prospective economic advantage, unjust enrichment, and unfair
16 and deceptive trade practices.

17 WHEREAS all Defendants are jointly and severally liable to Plaintiff for the principal
18 amount of \$1,495,775.74.

19 THEREFORE, Judgment is hereby entered for Plaintiff and against Defendant Zandian
20 and Defendants Optima Technology Corporation, a Nevada corporation, and Optima
21 Technology Corporation, a California corporation, for damages, along with pre-judgment
22 interest, attorney's fees and costs in the amount of \$1,495,775.74, plus interest at the legal rate,
23 pursuant to NRS 17.130, thereon from the date of default until the judgment is satisfied.

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1 JUDGMENT is hereby entered against Defendant Zandian and Defendants Optima
2 Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a
3 California corporation, in favor of Plaintiff this 24th day of June, 2013.

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6 James T. Brumell
DISTRICT COURT JUDGE
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8 Attorneys for Plaintiff Jed Margolin

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ALAN GLOVER
BY *[Signature]*
DEPT

7 **In The First Judicial District Court of the State of Nevada**
8 **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**
17 **aka GOLAMREZA ZANDIANJAZI**
18 **aka GHOLAM REZA ZANDIAN**
19 **aka REZA JAZI aka J. REZA JAZI**
20 **aka G. REZA JAZI aka GHONONREZA**
21 **ZANDIAN JAZI, an individual, DOE**
22 **Companies 1-10, DOE Corporations 11-20,**
23 **and DOE Individuals 21-30,**
24 **Defendants.**

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

MOTION FOR JUDGMENT DEBTOR
EXAMINATION AND TO PRODUCE
DOCUMENTS

25 PLEASE TAKE NOTICE that Judgment Creditor Jed Margolin by and through his
26 attorneys, brings this motion seeking this Court, in light of the civil judgment entered by this
27 Court on June 24, 2013 against Judgment Debtor Reza Zandian ("Zandian") and pursuant to
28 NRCPC 69 and NRS 21.270, issue an order requiring:

1. That Zandian appear before the Court and answer upon oath or affirmation concerning Zandian's property at the Judgment Debtor Examination under the authority of a Judge of the Court; and

1 2. That Zandian produce to Mr. Margolin's counsel at least one week prior to the
2 Judgment Debtor Examination, so that counsel may effectively review and question Zandian
3 regarding the documents, all information and documents identifying, related to, and/or
4 comprising the following:

- 5 a. Any and all information and documentation identifying real property, computers,
6 cell phones, intellectual property, vehicles, brokerage accounts, bank deposits and
7 all other assets that may be available for execution to satisfy the Judgment entered
8 by the Court, including, but not limited to, information relating to financial
9 accounts, monies owed to Zandian by others, etc.
- 10 b. Documents sufficient to show Zandian's balance sheet for each month for the years
11 2007 to the present.
- 12 c. Documents sufficient to show Zandian's gross revenues for each month for the
13 years 2007 to the present.
- 14 d. Documents sufficient to show Zandian's costs and expenses for each month for the
15 years 2007 to the present.
- 16 e. All tax returns filed by Zandian with any governmental body for the years 2007 to
17 the present, including all schedules, W-2's and 1099's.
- 18 f. All of Zandian's accounting records, computerized electronic and/or printed on
19 paper format for the years 2007 to the present.
- 20 g. All of Zandian's statements, cancelled checks and related banking documents for
21 any bank, brokerage or other financial account at least partially controlled by
22 Zandian, or recorded in the name of Zandian or for Zandian's benefit, for the years
23 2007 to the present.
- 24 h. All of Zandian's checkbooks, checkbook stubs and checkbook entries for the years
25 2007 to the present.
- 26 i. Documents sufficient to show the means and source of payment of Zandian's
27 current residence and any other residence for the years 2007 to the present.
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j. Documents sufficient to show the means and source of payment of Zandian's counsel in this matter.

k. Any settlement agreements by which another party has agreed to pay money to Zandian.

This application is made and based upon the points and authorities, the McMillen Declaration and any Exhibits attached hereto.

Dated this 11th day of December, 2013. Respectfully submitted,

BY: _____
Matthew D. Francis (6978)
Adam P. McMillen (10678)
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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1 POINTS AND AUTHORITIES

2 NRCP 69 provides that “[i]n aid of the judgment or execution, the judgment creditor...
3 may obtain discovery from ... the judgment debtor, in the manner provided in these rules.”

4 NRCP 69(a).

5 **A. Mr. Margolin is Entitled to a Judgment Debtor Examination**

6 Pursuant to NRCP 62, proceedings to enforce a money judgment may be initiated once
7 10 days have passed since the entry of judgment, unless the judgment debtor has obtained a
8 stay by posting a supersedeas bond. NRCP 62. On June 27, 2013, written notice of entry of
9 the judgment was served. More than 10 days have passed, and Zandian has not paid any part
10 of the \$1,495,775.74 judgment owed and has neither sought nor obtained a stay.

11 To the contrary, Zandian has avoided any contact with Mr. Margolin and his counsel.
12 In fact, Zandian’s new counsel recently sent Mr. Margolin’s counsel a letter stating that
13 Zandian intends to move this Court to set aside the judgment pursuant to NRCP 60. *See*
14 Exhibit 1. Zandian’s counsel told Mr. Margolin’s counsel on December 6, 2013, that the basis
15 for the NRCP 60 motion is a “failure to properly serve” as Zandian “has been a resident of
16 France for the last 6 to 7 years” and we did not serve him there.

17 However, it is clear that in John Peter Lee’s motion to withdraw, he provided counsel
18 and the Court with Zandian’s last known address as 8775 Costa Verde Blvd., San Diego, CA
19 92122. *See* Motion to Withdraw, dated 3/6/12, on file herein. Also, on April 11, 2012,
20 Zandian and his business partners, including his new counsel in this matter, filed an easement
21 where Zandian had his signature notarized in San Diego, CA. *See* Exhibit 2. In his fraudulent
22 letter to the US Patent Office, dated December 5, 2007, Zandian provided his address as 8775
23 Costa Verde Blvd., Suite 501, San Diego, CA 92122. *See* Exhibit 3. Zandian signed a
24 settlement agreement on June 19, 2008 and listed his address as 8775 Costa Verde Blvd., Suite
25 501, San Diego, CA 92122. *See* Exhibit 4.

26 The notice of entry of default judgment was served to the following addresses:

27 Reza Zandian
28 8775 Costa Verde Blvd.
San Diego, CA 92122

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

Alborz Zandian
9 Almanzora
Newport Beach, CA 92657-1613

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

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

See Notice of Entry of Default Judgment, filed 6/27/13.

There is no doubt Zandian was properly served throughout this matter and that execution of the judgment should no longer be delayed by Zandian's obvious attempts to avoid paying the judgment. Now that Zandian has resurfaced and obtained counsel to represent him in this matter again, it is the best time to order the requested debtor's examination and document production.

Under Nevada procedure, Mr. Margolin is entitled to a debtor examination. NRS 21.270 states that "a judgment creditor, at any time after the judgment is entered, is entitled to an order from the judge of the court requiring the judgment debtor to appear and answer upon oath or affirmation concerning his or her property" at an examination either before 1) the judge

mez

1 or master appointed by the judge or 2) an attorney representing the judgment creditor. NRS
2 21.270(1).

3 **B. The Debtor Examination Should Proceed Before the Judge**

4 A Judgment Debtor Examination is necessary to enable Mr. Margolin to discover any
5 and all real and personal property of Zandian and facts relating thereto, which may assist in the
6 potential execution to satisfy the judgment. NRS 21.270 entitles Mr. Margolin to an
7 examination before either the Court or an attorney.

8 Given Zandian's evasive nature and unwillingness to appear and communicate
9 regarding this matter, even though we know he is receiving notices regarding this matter, Mr.
10 Margolin respectfully requests that the examination take place before the Court in Carson City,
11 Nevada. The supervision of the Court is necessary since Zandian has a history of
12 unreasonably and vexatiously refusing to respond to discovery in this litigation. *See* Motion
13 for Sanctions, dated 12/14/12, on file herein. Indeed, from the very beginning, Zandian has
14 argued he has never been properly served and refused to provide a current address where he
15 can be served, even though we already have his address. *See* Motion to Dismiss, dated 6/9/11;
16 Opposition to Motion to Dismiss, dated 6/22/11; Motion to Serve by Publication, dated
17 8/11/11; Order to Serve by Publication, dated 9/9/11; Amended Order Allowing Service by
18 Publication, dated 9/27/11; Affidavit of Service by Publication, dated 11/7/11; Motion to
19 Dismiss Amended Complaint on Special Appearance, dated 11/16/11; Opposition to Motion to
20 Dismiss, dated 12/5/11; Reply to Opposition to Motion to Dismiss, dated 12/13/11; Order
21 Denying Defendant's Motion to Dismiss, dated 2/21/12; John Peter Lee, LTD's Motion to
22 Withdraw, dated 3/6/12.

23 Also, in an unrelated lawsuit, Zandian was deposed on June 23, 2010, and in that
24 deposition he refused to provide his address or his driver's license for identification. *See*
25 Exhibit 5. He was only willing to state that he was a resident of the State of California and
26 that he lived in San Diego for the last seven years. *See* Exhibit 5 at 10:17-18, 13:18-24.¹

27
28 ¹ This deposition testimony clearly contradicts Zandian's current counsel inasmuch as Zandian's current counsel
claims Zandian has resided in France for the last 6-7 years. Clearly, during the 2010 deposition, Zandian
testified under oath that he resided in San Diego, California, for seven years as of the date of the deposition.

WLB

1 The heightened risk that Zandian's conduct in a private examination would parallel his
2 past misconduct merits the need to conduct this examination before a judge.

3 **C. Zandian Should Be Ordered to Produce Documents Necessary to Identify**
4 **Assets**

5 Mr. Margolin also requests an order requiring the production of relevant documents to
6 enable him to pursue execution of his judgment. "The scope of post-judgment discovery is
7 broad, 'the judgment creditor must be given the freedom to make a broad inquiry to discover
8 hidden or concealed assets of the judgment debtor.'" *British Intern. Ins. Co., Ltd. v. Seguros La*
9 *Republica, S.A.*, 200 F.R.D. 586, 588 (W.D.Tex. 2000) (quoting *Caisson Corp. v. County West*
10 *Building Corp.*, 62 F.R.D. 331, 334 (E.D.Pa. 1974)).

11 Mr. Margolin is entitled to discover where Zandian's funds are located and whether
12 any transfers of those funds were fraudulent pursuant to NRS 112.180. Post-judgment
13 discovery can be used to gain information relating to, among other things, the "existence or
14 *transfer* of the judgment debtor's assets." *British Intern., supra*, 200 F.R.D. at 588 (emphasis
15 added). Mr. Margolin is also entitled to financial statements, bank statements, investment
16 account statements, and tax returns. *The Edwards Andrews Group, Inc. v. Addressing Servs.*
17 *Co., Inc.*, No. 04 Civ. 6731, 2006 WL 1214984 at *1, 2006 U.S. Dist. LEXIS 28967 at *2
18 (S.D.N.Y. May 4, 2006); *Libaire v. Kaplan*, 760 F.Supp.2d 288 (E.D.N.Y. 2011); Order
19 Granting Debtors Examination, *American Int'l Recovery v. Costa*, Case No. 2:07-cv-00123-
20 JCM-PAL (Dkt. 60) (D. Nev. Oct. 13, 2011) (listing documents to be produced).

21 **D. Conclusion**

22 For the reasons stated above, pursuant to NRCP 69 and NRS 21.270, Mr. Margolin
23 respectfully requests that this Court issue an Order Scheduling a Judgment Debtor
24 Examination to take place before a Judge of this Court and order Zandian to produce the
25 documents listed above.

26 **AFFIRMATION PURSUANT TO NRS 239B.030**

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

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DECLARATION

The undersigned also declares under penalty of perjury that the foregoing is true and accurate to the best of my knowledge.

Dated this 11th day of December, 2013.

BY: 

Matthew D. Francis (6978)
Adam P. McMillen (10678)
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, MOTION FOR JUDGMENT DEBTOR EXAMINATION AND TO PRODUCE DOCUMENTS, addressed as follows:

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

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

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

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

Alborz Zandian
9 Almanzora
Newport Beach, CA 92657-1613

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

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

Johnathon Fayeghi, Esq.
Hawkins Melendrez
9555 Hillwood Dr. Suite 150
Las Vegas, NV 89134
Counsel for Reza Zandian

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

Dated: December 11, 2013


Nancy Lindsley

INDEX OF EXHIBITS

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Exhibit No.	Title	Number of Pages
1	Letter dated December 6, 2013, addressed to Adam P. McMillen, Esq. from Geoffrey W. Hawkins, Esq. of the law firm of Hawkins Melendrez	2
2	Temporary Easement Deed, dated January 10, 2012, recorded as Document No. 489610, Lyon County, Nevada	7
3	Letter dated December 5, 2007 from Optima Technology Corporation to United States Patent Office Patent Assignment Department	1
4	Settlement and Mutual Release Agreement, dated June 17, 2008, between Reza Zandian, Fred Sadri, Ray Koroghli, et al.	15
5	Transcript of the Deposition of Reza Zandian, dated June 23, 2010, in connection with a matter entitled, "Fronteer Development v. Big Spring Ranch, et al."	5



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1268

Exhibit 1

Exhibit 1



HAWKINSMELENDREZ
ATTORNEYS AT LAW

FROM THE DESK OF:
GEOFFREY W. HAWKINS, Esq.
ghawkins@hawkinsmelendrez.com

GEOFFREY W. HAWKINS, Esq.
MARTIN I. MELENDREZ, Esq.
JOHNATHON FAYEGHI, Esq.
DIONE C. WRENN, Esq.

December 6, 2013

Via U.S. Mail & Facsimile

Adam P. McMillen, Esq.
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511
Fax # (775) 333-8171

RE: *Jed Margolin v. Optima Technology Corporation et.al (Case No. 090C00579
IB)*

Dear Mr. McMillen,

Please be advised that Hawkins Melendrez, P.C. has been retained as counsel for Reza Zandian in the above-referenced matter. Future communication concerning this matter should now be directed to our office. It is our understanding that a default judgment against Mr. Zandian was granted by the Court on June 26, 2013. Please be advised, our office is currently in the process of preparing a Motion to Set Aside Default Judgment Pursuant to NRCP 60. Upon receipt of this correspondence, please contact our office so we can discuss the facts and circumstances surrounding this case.

Should you have any questions or comments, please do not hesitate to contact our office.

Very truly yours,

HAWKINS MELENDREZ, P.C.

GEOFFREY W. HAWKINS, ESQ.
JOHNATHON FAYEGHI, ESQ.

GWH/mam

HAWKINS MELENDREZ, P.C.

9555 HILLWOOD DRIVE, STE. 150
LAS VEGAS, NV 89134
702.318.8800
lkidd@hawkidnsmelendrez.com
12/5/2013

Fax

TO: WATSON ROUNDS

FROM: Lauren Kidd

ATT: Adam P. McMillan, Esq.

PAGES: Two (2) including cover.

FAX: 702-318-8801

FAX: 775-333-8171

PHONE: 702-318-8800

Re: Margolin v. Optima Technology ; Case No.: 090C00579 1B

COMMENTS:

Please see attached correspondence.

o

- Urgent
- Please review
- Please comment
- For your records

1 Matthew D. Francis (6978)
2 Adam P. McMillen (10678)
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

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ALAN GLUCK
CLERK
BY *[Signature]*
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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

REQUEST FOR SUBMISSION

Plaintiff through his counsel respectfully requests the following documents be submitted to the Court for decision:

- 1) Motion for Order to Show Cause Regarding Contempt, filed February 12, 2014;
- 2) Opposition to Motion for Order to Show Cause Regarding Contempt, dated March 3, 2014; and,
- 3) Reply in Support of Motion for Order to Show Cause Regarding Contempt, filed March 13, 2014.


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Affirmation Pursuant to NRS 239B.030

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

DATED: March 13, 2014.

WATSON ROUNDS

BY: 
Matthew D. Francis (6978)
Adam P. McMillen (10678)
5371 Kietzke Lane
Reno, NV 89511
Telephone: 775-324-4100
Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin

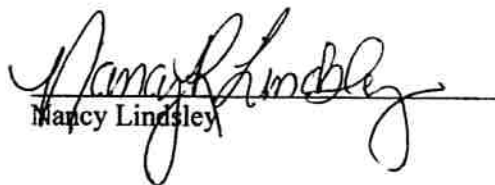
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CERTIFICATE OF SERVICE

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, **REQUEST FOR SUBMISSION**, addressed as follows:

Jason D. Woodbury
Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, Nevada 89703
Attorneys for Defendant, Reza Zandian

Dated: March 13, 2014


Nancy Lindsley

1 Case No.: 09 OC 00579 1B
2 Dept. No.: 1

REC'D & FILED

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ALAN GLOVER

BY  CLERK
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6 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR CARSON CITY

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9 JED MARGOLIN,
10 Plaintiff,

11 v.

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

ORDER DENYING
REQUEST FOR SUBMISSION

24 This matter comes before the Court on Plaintiff's Motion for Order to Show Cause
25 Regarding Contempt filed on February 12, 2014. Defendants filed an Opposition to Motion for
26 Order to Show Cause Regarding Contempt on March 3, 2014. Plaintiff filed a Reply in Support
27 of Motion for Order to Show Cause Regarding Contempt and a Request for Submission on
28 March 13, 2014. However, a Notice of Appeal was filed on March 12, 2014.

This Court, based on the Notice of Appeal, is divested of jurisdiction to address issues
that are pending before the Nevada Supreme Court. *See Foster v. Dingwall*, 126 Nev. Adv.

1 Opinion _, 228 P.3d 453 (2010); *see also Mack-Manley v. Manley*, 122 Nev. 849, 855, 138 P.3d
2 525 (2006).

3 Therefore, good cause appearing,

4 IT IS HEREBY ORDERED that this Court will not consider Plaintiff's Motion for Order
5 to Show Cause Regarding Contempt and will not certify its intent to grant or deny said Motion.

6 **IT IS SO ORDERED.**

7 Dated this 17 day of March, 2014.

8
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10 JAMES T. RUSSELL
11 DISTRICT JUDGE
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CERTIFICATE OF MAILING

I hereby certify that on the 17 day of March, 2014, I served a copy of the foregoing by placing the foregoing in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis, Esq.
Adam P. McMillen, Esq.
5371 Kietzke Lane
Reno, NV 89511

Jason D. Woodbury, Esq.
510 West Fourth Street
Carson City, NV 89703



Angela Jeffries
Judicial Assistant, Dept. 1

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Exhibit 2

Exhibit 2

DOC # 489610

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Official Record

Requested By
STATE OF NEVADA

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 18 Fee:

Recorded By: DLM RPTT:

513B

Ptn. of APN's: 015-311-18
015-311-19

AFTER RECORDING RETURN

TO:

NEVADA DEPT. OF
TRANSPORTATION
RIGHT-OF-WAY DIVISION
ATTN: STAFF SPECIALIST -
ACQ
1263 S. STEWART ST.
CARSON CITY, NV 89702



LEGAL DESCRIPTION
PREPARED BY:
HALANA D. SALAZAR
NEVADA DEPT. OF
TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

Project: SPF-050-2(019)
E.A.: 73475
Parcel's: U-050-LY-019.717TE
U-050-LY-019.752TE

UNOFFICIAL COPY

TEMPORARY EASEMENT DEED

THIS DEED, made this 10th day of January, 2012
between REZA ZANDIAN AND NILOOFAR FOUGHANI, HUSBAND AND WIFE AS TO AN
UNDIVIDED 25% INTEREST;
ELIAS ABRISHAMI AND MINOO ABRISHAMI, HUSBAND AND WIFE AS TO AN UNDIVIDED
2/6TH INTEREST;
ENAYAT ABRISHAMI AND NAIMA ABRISHAMI, HUSBAND AND WIFE AS TO AN
UNDIVIDED 1/6TH INTEREST;
Eagles Nest LLC, A California limited liability company, AS TO AN UNDIVIDED 12.50%
INTEREST;

Johnathon Fayeghi, an unmarried man, as to an Undivided 3.0% interest; and
Rashad El-Sabawi and Reem El-Sabawi, Trustees of the Rashad and Reem El-Sabawi Family
Trust, as to an undivided 9.50% interest; as tenants in common hereinafter called GRANTOR,
and the STATE OF NEVADA, acting by and through its Department of Transportation,
hereinafter called GRANTEE,



489610

04/11/2012
002 of 10

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns for those purposes as contained in Chapter 408 of the Nevada Revised Statutes, two (2) temporary easements upon, over and across certain real property of the undersigned for construction. Said easements are situate, lying and being in the County of Lyon, State of Nevada, and more particularly described as being a portion of the SW 1/4 of the NE 1/4 of Section 10, T. 17 N., R. 23 E., M.D.M., and more fully described by metes and bounds as follows, to wit:

Parcel: U-050-LY-019.717TE

COMMENCING at a Notched Rock with 1/4 etched on the west side, accepted as being the east quarter corner of Section 1, T. 17 N., R. 23 E., M.D.M., shown and delineated as a "FD. STONE WITH SCRIBED '1/4' IN ROCK MOUND" on that certain MERGER AND RESUBDIVISION PARCEL MAP FOR SULLIVAN/CROSBY TRUST, filed for record on June 30, 2010, as File No. 461442, in the Official Records of Lyon County, Nevada; thence N. 89°48'30" W., along the east-west quarter section line of said Section 1, a distance of 5,262.29 feet (N. 89°48'33" W. - 5,263.58 feet, per said PARCEL MAP), to a 2" Iron Pipe with nail and tag stamped "LS 1635", accepted as being the west quarter corner of said Section 1, shown and delineated as a "FD. 2" IRON PIPE TAGGED LS 1635" on said PARCEL MAP; thence S. 60°06'34" W. a distance of 9,029.72 feet to the POINT OF BEGINNING; said point of beginning further described as being the intersection of the right or southeasterly right-of-way line of US-50 with the north-south quarter section line of said Section 10, 183.00 feet right of and measured at right angles to the centerline of US-50 at Highway Engineer's Station "X2" 1095+83.53 P.O.T.; thence N. 65°09'38" E., along said southeasterly right-of-way line, a distance of 16.48 feet; thence S. 24°50'22" E. a distance of 10.50 feet; thence S. 65°09'38" W. a distance of 39.59 feet to said north-south quarter section line; thence N. 0°02'13" W., along said quarter section line, a distance of 55.08 feet to the point of beginning; said parcel contains an area of 1,402 square feet (0.03 of an acre).

Parcel: U-050-LY-019.752TE

COMMENCING at a Notched Rock with 1/4 etched on the west side, accepted as being the east quarter corner of Section 1, T. 17 N., R. 23 E., M.D.M., shown and delineated as a "FD. STONE WITH SCRIBED '1/4' IN ROCK MOUND" on that certain MERGER AND RESUBDIVISION PARCEL MAP FOR SULLIVAN/CROSBY TRUST, filed for record on June 30, 2010, as File No. 461442, in the Official Records of Lyon County, Nevada; thence N. 89°48'30" W., along the east-west quarter section line of said Section 1, a distance of 5,262.29 feet (N. 89°48'33" W. - 5,263.58 feet, per said PARCEL MAP), to a 2" Iron Pipe with nail and tag stamped "LS 1635", accepted as being the west quarter corner of said Section 1, shown and delineated as a "FD. 2" IRON PIPE TAGGED LS 1635" on said PARCEL MAP; thence S. 62°35'35" W. a distance of 8,818.66 feet to the POINT OF BEGINNING; said point of beginning further described as being the intersection of the left or northwesterly right-of-way line of US-50 with the north-south quarter section line of said Section 10, 161.00 feet left of and measured at right angles to the centerline of US-50 at Highway Engineer's Station "WB" 1097+68.36 P.O.T.; thence N. 0°02'13" E., along said north-south quarter section line, a distance of 46.82 feet; thence S. 89°35'56" E. a distance of 38.69 feet; thence S. 3°48'07" E. a

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04/11/2012
003 of 10

distance of 27.86 feet to said northwesterly right-of-way line; thence S. 65°09'38" W., along said northwesterly right-of-way line, a distance of 44.64 feet to the point of beginning; said parcel contains an area of 1,486 square feet (0.03 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone, as determined by the State of Nevada, Department of Transportation.

The above described temporary rights shall commence on January 1, 2012 and shall continue through and include the termination date of December 31, 2014.

This agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this temporary easement.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

REZA ZANDIAN AND NILOOFAR FOUGHANI HUSBAND AND WIFE

BY: [Signature]
Reza Zandian

BY: [Signature]
Niloofer Foughani

State of CALIFORNIA
County of SAN DIEGO

This Instrument was acknowledged before me on 10th day of JAN 2012 by Reza Zandian.

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[Signature]
Notary

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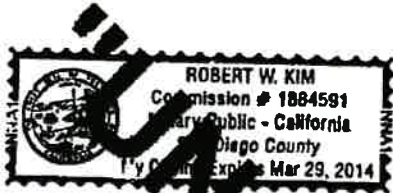
489610

04/11/2012
004 of 10

State of CALIFORNIA
County of SAN DIEGO

This instrument was acknowledged before me on 10th day of JAN 2012 by Niloofar Foughani.

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Robert W. Kim
Notary

ELIAS ABRISHAMI AND MINOO ABRISHAMI, HUSBAND AND WIFE

BY: _____
Elias Abrishami

BY: _____
Minoo Abrishami

State of _____
County of _____

This instrument was acknowledged before me on _____ day of _____ by Elias Abrishami.

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Notary

State of _____
County of _____

This instrument was acknowledged before me on _____ day of _____ by Minoo Abrishami.

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Notary



489610

04/11/2012
005 of 10

State of _____
County of _____

This instrument was acknowledged before me on _____ day of _____ by Niloofar Foughani.

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Notary

ELIAS ABRISHAMI AND MINOO ABRISHAMI, HUSBAND AND WIFE

BY: [Signature]
Elias Abrishami

BY: [Signature]
Minoo Abrishami

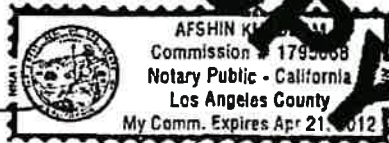
State of _____
County of _____

This instrument was acknowledged before me on _____ day of _____ by Elias Abrishami.

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State of California, County of Los Angeles
On Feb 20 2012 before me, AFSHIN KHODDAM
Notary Public, personally appeared ELIAS ABRISHAMI
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) (were subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Notary



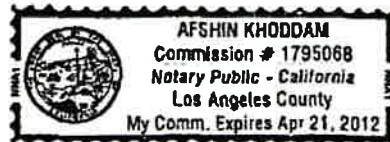
State of _____
County of _____

This instrument was acknowledged before me on _____ day of _____ by Minoo Abrishami.

S
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State of California, County of Los Angeles
On Feb 20 2012 before me, AFSHIN KHODDAM
Notary Public, personally appeared Minoo Abrishami
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) (were subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Notary



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489610

04/11/2012
006 of 10

ENAYAT ABRISHAMI AND NAIMA ABRISHAMI, HUSBAND AND WIFE

BY: Enayat Abrishami
Enayat Abrishami

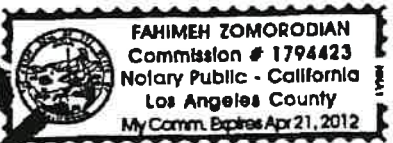
BY: N. Abrishami
Naima Abrishami

State of California
County of Los Angeles

This instrument was acknowledged before me on 11th day of Jan, 2012 by Enayat Abrishami.

State of California, County of Los Angeles
On Jan 11, 2012 before me, Fahimeh Zomorodian
Notary Public, personally appeared Enayat Abrishami
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument, and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Fahimeh Zomorodian
Notary



State of California
County of Los Angeles

This instrument was acknowledged before me on Jan, 2012 by Naima Abrishami.

State of California, County of Los Angeles
On Jan 11, 2012 before me, Fahimeh Zomorodian
Notary Public, personally appeared Naima Abrishami
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument, and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Fahimeh Zomorodian
Notary



EAGLES NEST LLC, A California Limited Liability Company

BY: _____
Bahman Tamjidi

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04/11/2012
007 of 10

EAGLES NEST LLC, A California Limited Liability Company

BY: *B. Tamjidi*
Bahman Tamjidi

State of CA
County of _____

This instrument was acknowledged before me on _____ day of _____ by Bahman Tamjidi as _____ of Eagles Nest LLC.

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See the attachment notary
Notary

JOHNATHON FAYEGHI, AN UNMARRIED MAN

BY: _____
Johnathon Fayeghi

State of _____
County of _____

This instrument was acknowledged before me on _____ day of _____ by Johnathon Fayeghi.

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Notary

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04/11/2012
008 of 10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Feb. 1st. 2012 before me, Sharouna Daniali Farzam, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Bahman Tamjidi
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Temporary Easement

Document Date: Feb. 1st. 2012 Number of Pages: 1 + NOTARY

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

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04/11/2012
009 of 10

EAGLES NEST LLC, A California Limited Liability Company

BY: Bahman Tamjidi

State of _____
County of _____

This instrument was acknowledged before me on _____ day of _____ by Bahman Tamjidi as _____ of Eagles Nest LLC.

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Notary

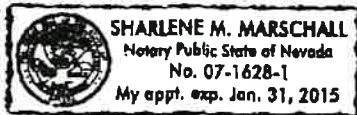
JOHNATHON FAYEGHI, AN UNMARRIED MAN

BY: Johnathon Fayeghi

State of Nevada
County of Clark

This instrument was acknowledged before me on 16th day of February by Johnathon Fayeghi.

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Sharlene M. Marschall
Notary



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04/11/2012
010 of 10

RASHAD AND REEM EL-SABAWI FAMILY TRUST

BY: [Signature]
Rashad El-Sabawi

BY: [Signature]
Reem El-Sabawi

State of Nevada
County of Clark

This instrument was acknowledged before me on 2nd day of Feb 2012 by Rashad El-Sabawi, as Trustee of the Rashad and Reem El-Sabawi Family Trust.

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[Signature]
Notary

State of Nevada
County of Clark

This instrument was acknowledged before me on 2nd day of Feb 2012 by Reem El-Sabawi, as Trustee of the Rashad and Reem El-Sabawi Family Trust.

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[Signature]
Notary

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Exhibit 3

Exhibit 3

Dec 05 07 01:52p nikan

858-625-2460

p. 4

Optima Technology Corporation

8775 Costa Verde Blvd.
Suite 501, San Diego CA 92122
Phone: 775-450-6833
Fax: 858-625-2460

December 5, 2007

United States Patent Office
Patent Assignment Department

Fax: 571-273-0140

Subject: Assignment of Patents

Dear Sir,

Reference to our telephone conversation of today with Mr. Maurice please find herewith the information cover sheet and credit card payment form and the power of attorney from Mr. Jed Margolin to Optima Technology Corporation for four patents Numbers:

5,566,073
5,904,724
6,377,436
5,978,488

to be assigned to Optima Technology Corporation a Nevada Corporation with the Address:

Mr. John Peter Lee Esq.
830 Las Vegas Boulevard South,
Las Vegas NV 89101

Thank you in advance for your co-operation, please call 775-450-6833 if you have any question.

Truly Yours

Raza Zandian
Director/Officer Optima Technology Corporation



Exhibit 4

Exhibit 4

*** THIS IS AN UNOFFICIAL COPY ***



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07/31/2008
002 of 20

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SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Agreement is made and entered into this 17th day of June, 2008, "effective date" by and between Reza Zandian ("Zandian"), Fred Sadri individually and as trustee of Star Living Trust ("Sadri") and Ray Koroghli ("Koroghli") individually and as Members and Managing Members of Wendover Project, LLC, Nevada Land & Water Resources, LLC and Big Spring Ranch, LLC.

1. RECITALS

1.1 WHEREAS Sadri is joined in this Agreement in his individual capacity and as Trustee of the Star Living Trust ("Trust") and

1.2 The use of the name "Sadri" shall reflect his agreement individually to the terms and provisions of this Agreement, and also his agreement to these terms and provisions as a Trustee of the Star Living trust without repetition of that fact through the body of this Agreement.

1.3 WHEREAS Zandian, Sadri and Koroghli are or have been Managing Members of Wendover Project, LLC ("Wendover"), Nevada Land and Water Resources, LLC ("Nevada Land") and Big Spring Ranch, LLC ("Big Spring"), jointly LLC's and this Agreement binds the individual parties and the LLC's identified; and

1.4 WHEREAS all of the above are limited liability companies formed in and doing business in the State of Nevada; and

1.5 WHEREAS each individual party to this Agreement is married, and each individual party will indemnify each and every other party on account of any causes of actions,

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Handwritten initials and marks: (B), (S), (R)

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07/31/2008
003 of 20

claims or demands made by their respective spouses on account of any of the matters contained in this Agreement and hold each of them harmless therefrom; and

1.6 WHEREAS Zandian has been denied access to the books and financial affairs of the LLC's and the nature and extent of the assets of each of the LLC's since May, 2004, and accordingly has no information concerning the admission of members, the sale of assets of the LLC's, the debts incurred or any financial information whatsoever, all of which is within the knowledge and control of Sadri and Koroghli, but which information will be revealed to Zandian as herein provided; and

1.7 WHEREAS litigation was commenced by Zandian on the 10th day of October, 2005 as Plaintiff who brought suit in the Nevada Eighth Judicial District, Clark County Nevada, against Sadri and Koroghli and the LLC's named herein as Case No. A511131, which litigation resulted in a Judgment in Zandian's favor entered on the 8th day of June, 2007, which Judgment has been appealed and cross-appealed and is presently pending in the Supreme Court of Nevada as Case No. 49924 (jointly "Litigation"); and

1.8 WHEREAS the parties intend that they will, in writing, acknowledge Zandian as a Managing Manager in good standing in each of the LLC's referred to in these Recitals with equal voting rights as Sadri and Koroghli and same rights and benefits he had before May 2004 granted by Operating Agreement of ("Wendover") and (Big Spring Ranch"); and

1.9 WHEREAS the parties hereto have a dispute as to the control and ownership of the LLC's identified in Section 1.3 as well as other properties held by them as tenants in common. It is the intention of the parties to this agreement to resolve all outstanding disputes

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Handwritten initials and marks, including a circled '3' and other illegible scribbles.



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07/31/2008
004 of 20

between and amongst them that exist as of the date of this Settlement Agreement and Mutual Release. This Agreement is intended as a full and complete compromise of the various disputes between the parties hereto and should serve as a complete resolution thereof.

2. TERMS OF AGREEMENT

The parties hereby agree to the following terms and agree to perform any and all acts necessary, including signing necessary documents, to implement the following agreements:

2.1 Wendover Project, LLC

2.1.1 The Wendover Operating Agreement dated December 26, 2003 and signed on December 28, 2003, shall remain in full force and effect except as set forth in this Settlement Agreement and Mutual Release;

2.1.2 The acquisition price of the property presently held by Wendover Project, LLC ("Wendover"), shall be reduced by \$3 million to \$12 million, which reflects a withdrawal of the credit given to Zandian for the delivery of the Damen Shipyard stock. Sadri and Koroghli and ("Wendover") disavow any claim to that stock, and Zandian shall be free to pursue that stock from Pico Holdings;

2.1.3 The parties agree that only the Wendover's sale of +/- 32 acres to Peppermill Hotel & Casino is recognized, acknowledged and shall be given full force and effect;

2.1.4 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Wendover. In that regard, the Wendover operating agreement shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managers;

RK



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07/31/2008
005 of 20

between and amongst them that exist as of the date of this Settlement Agreement and Mutual Release. This Agreement is intended as a full and complete compromise of the various disputes between the parties hereto and should serve as a complete resolution thereof.

2. TERMS OF AGREEMENT

The parties hereby agree to the following terms and agree to perform any and all acts necessary, including signing necessary documents, to implement the following agreements:

2.1 Wendover Project, LLC

2.1.1 The Wendover Operating Agreement dated December 26, 2003 and signed on December 28, 2003, shall remain in full force and effect except as set forth in this Settlement Agreement and Mutual Release;

2.1.2 The acquisition price of the property presently held by Wendover Project, LLC ("Wendover"), shall be reduced by \$3 million to \$12 million, which reflects a withdrawal of the credit given to Zandian for the delivery of the Damen Shipyard stock. Sadri and Koroghli and ("Wendover") disavow any claim to that stock, and Zandian shall be free to pursue that stock from Pico Holdings;

2.1.3 The parties agree that only the Wendover's sale of +/- 32 acres to Peppermill Hotel & Casino is recognized, acknowledged and shall be given full force and effect;

2.1.4 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Wendover. In that regard, the Wendover operating agreement shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managers;

R.K.



between and amongst them that exist as of the date of this Settlement Agreement and Mutual Release. This Agreement is intended as a full and complete compromise of the various disputes between the parties hereto and should serve as a complete resolution thereof.

2. TERMS OF AGREEMENT

The parties hereby agree to the following terms and agree to perform any and all acts necessary, including signing necessary documents, to implement the following agreements:

2.1 Wendover Project, LLC

2.1.1 The Wendover Operating Agreement dated December 26, 2003 and signed on December 28, 2003, shall remain in full force and effect except as set forth in this Settlement Agreement and Mutual Release;

2.1.2 The acquisition price of the property presently held by Wendover Project, LLC ("Wendover"), shall be reduced by \$3 million to \$12 million, which reflects a withdrawal of the credit given to Zandian for the delivery of the Damen Shipyard stock. Sadri and Koroghli and ("Wendover") disavow any claim to that stock, and Zandian shall be free to pursue that stock from Pico Holdings;

2.1.3 The parties agree that only the Wendover's sale of +/- 32 acres to Peppermill Hotel & Casino is recognized, acknowledged and shall be given full force and effect;

2.1.4 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Wendover. In that regard, the Wendover operating agreement shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managers;

RK.

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[Handwritten initials]



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07/31/2008
007 of 20

2.1.5 Zandian, Sadri and Koroghli, as managing members, shall each receive one-third (1/3) of the six percent (6%) brokerage fee, which would otherwise be received by Network Realty for any future sales or lease from the Wendover, LLC, excluding the prior sale to Peppermill.

2.1.6 Zandian, Koroghli and Sadri are and will hereinafter be deemed the managing members of Wendover Project LLC, with the right for each to receive one-third (1/3) of fifty percent (50%) of the net profit received from the sale, lease or development of any Wendover Project, LLC property. The net profit shall be calculated as follows:

- a. First priority is the repayment of all members' interests on a pro-rata basis, without interest;
- b. Second priority is repayment of closing costs, property taxes and development expenses related to ("Wendover"), including brokerage commissions;
- c. This will yield the net profit, Fifty Percent (50%) of which shall be distributed to all members, pro-rata on the amount of their investment, and the remaining Fifty Percent (50%) shall be distributed to Zandian, Koroghli and Sadri equally, one-third (1/3) each.

2.1.7 Zandian, Koroghli and Sadri Agreed that since all of ("Wendover") Members benefited from the reduction of ("Wendover") property acquisition costs, all legal fees paid or to be paid related to defend the above Litigation specified in Recital 1.7 shall be paid by Wendover Project LLC to the defense attorneys.

Rk.

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07/21/2008
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2.2 Big Springs Ranch, LLC

2.2.1 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Big Spring Ranch LLC. In that regard, Big Spring Ranch LLC operating agreement of December 26, 2003 and signed on December 28, 2003 shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managing members;

2.2.2 Proceeds from the sale, lease or other disposition of Big Springs Ranch property or assets shall be as follows:

- a. First priority is repayment of total purchase amount of Two Million Eight Hundred Thousand and 00/100 Cents (\$2,800,000) to be paid to contributors Sadri and Koroghli, Nine Hundred Thousand Dollars and 00/100 Cents (\$900,000) each without interest and other member, One Million Dollars and 00/100 Cents (\$1,000,000) without interest according to their initial investment;
- b. Second priority is to the payment of all property taxes, closing costs or development expenses related to Big Spring Ranch paid by Sadri and/or Koroghli, less any rent collected;
- c. The balance of any proceeds "net profit" shall be paid to Sadri and Zandian equally or Twenty-Six and Sixty Six percent 26.66% each; and to Koroghli Twenty Five Percent (25%); and to other member Twenty Percent (20%) per Unanimous Agreement of all three Managing Members

RK

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2.2 Big Springs Ranch, LLC

2.2.1 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Big Spring Ranch LLC. In that regard, Big Spring Ranch LLC operating agreement of December 26, 2003 and signed on December 28, 2003 shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managing members;

2.2.2 Proceeds from the sale, lease or other disposition of Big Springs Ranch property or assets shall be as follows:

- a. First priority is repayment of total purchase amount of Two Million Eight Hundred Thousand and 00/100 Cents (\$2,800,000) to be paid to contributors Sadri and Koroghli, Nine Hundred Thousand Dollars and 00/100 Cents (\$900,000) each without interest and other member, One Million Dollars and 00/100 Cents (\$1,000,000) without interest according to their initial investment;
- b. Second priority is to the payment of all property taxes, closing costs or development expenses related to Big Spring Ranch paid by Sadri and/or Koroghli, less any rent collected;
- c. The balance of any proceeds "net profit" shall be paid to Sadri and Zandian equally or Twenty-Six and Sixty Six percent 26.66% each; and to Koroghli Twenty Five Percent (25%); and to other member Twenty Percent (20%) per Unanimous Agreement of all three Managing Members

Rk.



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6/7/31/2003
010 of 20

2.2 Big Springs Ranch, LLC

2.2.1 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Big Spring Ranch LLC. In that regard, Big Spring Ranch LLC operating agreement of December 26, 2003 and signed on December 28, 2003 shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managing members;

2.2.2 Proceeds from the sale, lease or other disposition of Big Springs Ranch property or assets shall be as follows:

- a. First priority is repayment of total purchase amount of Two Million Eight Hundred Thousand and 00/100 Cents (\$2,800,000) to be paid to contributors Sadri and Koroghli, Nine Hundred Thousand Dollars and 00/100 Cents (\$900,000) each without interest and other member, One Million Dollars and 00/100 Cents (\$1,000,000) without interest according to their initial investment;
- b. Second priority is to the payment of all property taxes, closing costs or development expenses related to Big Spring Ranch paid by Sadri and/or Koroghli, less any rent collected;
- c. The balance of any proceeds "net profit" shall be paid to Sadri and Zandian equally or Twenty-Six and Sixty Six percent 26.66% each; and to Koroghli Twenty Five Percent (25%); and to other member Twenty Percent (20%) per Unanimous Agreement of all three Managing Members

RK.

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signed and agreed with other member dated December 28, 2003 (Mr. Abrishami 20%, Mr. Sadri 26.666%, Mr. Zandian 26.666% and Mr. Koroghli 26.666%) further personal concession of Mr. Koroghli to other member One and Sixty Six Percent (1.66%) which brings the members interest to Twenty One and Sixty Six Percent (21.66%).

2.3 The Sparks 320 acres

2.3.1 320 acres of the property presently in Big Springs Ranch, LLC, APN 076-100-19 Washoe County shall be transferred to Zandian, Sadri and Koroghli as tenants in common in equal shares Thirty Three and One Third (33.33%) each;

2.3.2 The proceeds from the sale, lease or other disposition of the Sparks 320 acres shall be as follows:

1. First priority is to repayment of the initial investment of Forty Seven Thousand Five Hundred Dollars and 00/100 Cents (\$47,500) each to Koroghli and Sadri, without interest;
2. Second priority shall be to payment of property taxes, closing costs or any development expenses related to 320 acres paid by Sadri and/or Koroghli without interest;
3. The remaining proceeds shall be distributed equally one-third (1/3) each to Zandian, Koroghli and Sadri.

2.4 The Pah Rah Property

2.4.1 The property generally known to the parties as the Pah Rah Property, consisting of 4,485.76 acres in Washoe County with APN Nos. 079-150-09; 079-150-10; 079-150-13;

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012 of 20

084-040-02; 084-040-04; 084-040-06; 084-040-10; 084-130-07 and 084-140-17 is and shall remain owned by Zandian, Sadri and Koroghli equally as tenants in common.

2.4.2 On or before August 6, 2008, Koroghli shall pay Sadri the amount of Four Hundred Thousand Dollars and 00/100 Cents (\$400,000.00).

2.4.3 The proceeds from any sale of the Pah Rah Property shall be as follows:

- a. First priority is to pay Six Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and 67/100 Cents (\$666,666.67) to Sadri without interest and Three Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars and 33/100 Cents (\$333,333.33) paid to Koroghli without interest;
- b. Second priority is repayment of any property taxes, closing costs, development costs or expenses (excluding foreclosure costs) paid by Sadri and/or Koroghli or to be paid by mutual unanimous agreement without interest;
- c. The remaining proceeds shall be distributed Thirty Two and One Half Percent (32.5%) to Zandian, Thirty Five Percent (35%) to Sadri and Thirty Two and One Half Percent (32.5%) to Koroghli.

2.4.4 The Promissory Note of August 3, 2003, in the amount of +/- \$333,956 by Zandian to Sadri and related deed of trust shall be and is hereby cancelled, void and satisfied in full.

2.5 The bond of \$250,000.00 posted by ("Wendover") in the Litigation shall be released and that amount paid to Zandian's attorney John Peter Lee, Ltd. on or before June 24, 2008 as full and complete satisfaction of the judgment and all legal costs owed by Zandian to John Peter Lee. Ltd. in all cases. Zandian shall therefore record a satisfaction of judgment.

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2.6 Zandian has recorded a lis pendens against all properties identified in this Settlement Agreement and shall file a release of lis pendens against all said properties.

2.7 Zandian shall dismiss the Litigation with prejudice.

2.8 Sadri and Koroghli shall within 30 days of this Agreement but not later than July 31, 2008 provide to Zandian the following documentation relating to Wendover Project, LLC and Big Springs Ranch, LLC:

1. Profit, loss and balance sheet after May, 2004 to present;
2. Any written contracts for each under which any asset of the LLC is subject to sale or encumbrance;
3. Records reflecting all income and disbursements from any bank, including Bank of America and/or First National Bank, including the proceeds of the Peppermill sale and rent or lease payments;
4. An acknowledgement by Sadri and Koroghli that each of the aforementioned documents is true and correct of what it purports to be;
5. all records to be provided above shall be given to each individual party to this Agreement and shall be reviewed by each of them and must be approved, confirmed and accepted by majority of two of three Managing Members parties hereto;
6. Sadri and Koroghli shall amend the list of Members and must file the new list with Secretary of State and introduce Zandian's name and shall introduce Zandian's signature to the Banks.

2.9 Subject to the obligations set forth in this Settlement Agreement and Mutual Release, Sadri, Koroghli and Zandian hereby release each other, their past and present

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employees, agents, insurers, attorneys, corporations and any other representatives from any and all claims, demands, debts, liabilities, damages, causes of action of whatever kind or nature, which are known or unknown as of the date of this Settlement Agreement and Mutual Release.

3. ATTORNEYS= FEES

If any legal action or other proceeding is brought by any of the parties hereto to enforce this Settlement Agreement or to recover damages or equitable relief for a breach or threatened breach thereof, the prevailing party shall recover its costs, expert witness fees, consulting fees and reasonable attorneys= fees incurred in such action or proceeding, which amount shall be determined by the Court and not a jury.

4. ENTIRE AGREEMENT

All prior or contemporaneous understandings or agreements between the parties are merged into this Settlement Agreement, and it alone expresses the agreement of the parties. This Settlement Agreement may be modified only in writing, signed by all the parties hereto, and no term or provision may be waived except by such writing. There are no other agreements or representations, express or implied, either oral or in writing, between the parties concerning the subject matter of this Settlement Agreement, except as specifically set forth in this Settlement Agreement. The parties have been represented by counsel in connection with the preparation of this Settlement Agreement.

5. APPLICABLE LAW

This Settlement Agreement was drafted through the joint efforts of the parties through counsel, and shall not be read for or against any party to this Agreement on that account. This Settlement Agreement is intended to be enforced according to its written terms under the laws of the State of Nevada. There are no promises, or agreements or expectations of the parties unless otherwise

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stated in this Settlement Agreement. Venue for any action should be exclusively in the State of Nevada and Nevada Eighth Judicial District, Clark County Nevada.

When fully executed, this Agreement, by stipulation shall be presented to the District Court, Clark County, Nevada which entered a judgment in this matter described in this Agreement. The Stipulation shall request that the court approve the terms and conditions of this Agreement and order the parties to comply with the terms and provisions thereof, and in order to do so retain jurisdiction over the cause and the parties in Case No. A511131 entitled Zandian et al. v. Sadri & Koroghli , et al.

6. BENEFIT

This Settlement Agreement shall be binding upon and inure to the benefit of the parties, and each of them, their successors, assigns, personal representatives, agents, employees, directors, officers and servants; Sadri and Koroghli Agreed that Zandian may transfer his rights to his own family trust.

7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and each counterpart executed by any of the undersigned together with all other counterparts so executed shall constitute a single instrument and agreement of the undersigned. Facsimile copies hereof and facsimile signatures hereon shall have the same force and effect as originals.

8. MUTUAL WARRANTIES

Each party to this Settlement Agreement warrants and represents to the other that they have not assigned or transferred to any person not a party hereto any claim or other released matter, or any part or portion thereof, and that each party has the authority to sign this Settlement

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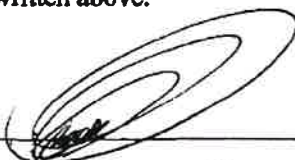

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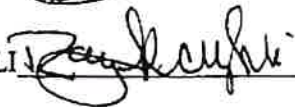

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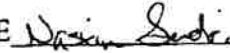
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Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on the day and year first written above.


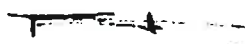

REZA ZANDIAN  WIFE 

RAY KOROGHLI  WIFE 




FRED SADRI  WIFE 

STAR LIVING TRUST  "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

Handwritten circled number 3

Handwritten initials and marks



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Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

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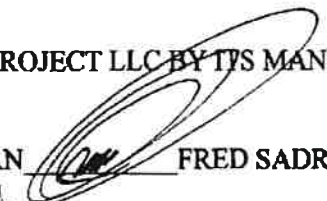

REZA ZANDIAN  WIFE _____

RAY KOROGHLI  WIFE 

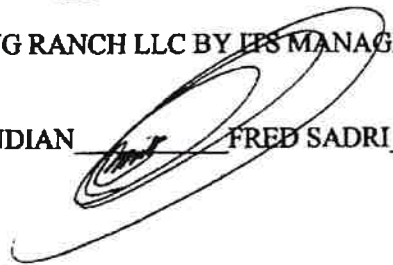

FRED SADRI _____ WIFE _____

STAR LIVING TRUST _____ "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI _____ RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI _____ RAY KOROGHLI 

R.K





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NEVADA LAND & WATER RIGHTS LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN

FRED SADRI

RAY KOROGHLI

JOHN PETER LEE ESQ

only as to the provisions of Paragraph 2.5 above

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NOTICES

Pursuant to this Settlement Agreement dated June 17, 2008, all notices are to be sent to the following mailing addresses via certified mail:

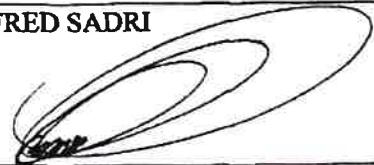
To: Mr. Fred Sadri & Star Living Trust
2827 South Monte Cristo Way
Las Vegas, NV 89117

To: Mr. Reza Zandian
8775 Coasta Verde Blvd., No. 501
San Diego, CA 92122

To: Mr. Ray Koroghli
3055 Via Sarafina Drive
Henderson, NV 89052

ACKNOWLEDGED BY:

FRED SADRI



Date

6/19/08

REZA ZANDIAN

Date


RAY KOROGHLI

Date

6-19-08

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NOTICES

Pursuant to this Settlement Agreement dated June 17, 2008, all notices are to be sent to the following mailing addresses via certified mail:

To: Mr. Fred Sadri & Star Living Trust
2827 South Monte Cristo Way
Las Vegas, NV 89117

To: Mr. Reza Zandian
8775 Coasta Verde Blvd., No. 501
San Diego, CA 92122

To: Mr. Ray Koroghli
3055 Via Sarafina Drive
Henderson, NV 89052

ACKNOWLEDGED BY:


FRED SADRI

JUNE 24 2008
Date


REZA ZANDIAN

6/19/08
Date


RAY KOROGHLI

6-19-08
Date

Exhibit 5

Exhibit 5

Fronteer Development v. Big Spring Ranch; et al

Condensed Transcript of the Deposition of

Reza Zandian

June 23, 2010

Peggy Hoogs & Associates
435 Marsh Ave.
Reno, NV 89509
(775) 327-4460
Fax: (775) 327-4450
E-mail: depos@hoogsreporting.com
www.hoogsreporting.com

Page 1

Case No. CV-C-10-191
Depl. No. 2

FOURTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF ELKO

FRONTIER DEVELOPMENT (USA)
INC.,

Plaintiff,

vs.

BIG SPRING RANCH, LLC; STAR
LIVING TRUST; FARIBORZ FRED
SADRI, as Trustee of STAR
LIVING TRUST; FARIBORZ FRED
SADRI, an individual; ELIAS
ABRISHAMI; RAY KOROGHLI;
GHOLAMREZA ZANDIAN JAZI, aka
REZA ZANDIAN; JERRY GOODWIN;
BLACK STONE MINERALS COMPANY,
L.P.; DIXIE VALLEY CATTLE,
LLC; and all other persons
unknown claiming any right,
title, estate, lien or
interest in the real property
described in the complaint,
Defendants.

AND RELATED ACTION.

VIDEOTAPED (30)(b)(6) DEPOSITION OF BIG SPRING RANCH, LLC
REZA ZANDIAN
Wednesday, June 23, 2010
Reno, Nevada

Reported By: PEGGY B. HOOGS, CCR #160, RDR, CRR
CALIFORNIA CSR #5958

Page 2

1 -oOo- APPEARANCES -oOo-

2

3 FOR THE PLAINTIFF/COUNTERDEFENDANTS:

4 LIONEL, SAWYER & COLLINS

5 By: LAURA K. GRANIER, ESQ.

6 50 West Liberty Street, 11th Floor

7 Reno, Nevada 89501

8 FOR THE DEFENDANTS FARIBORZ FRED SADRI, an individual;

9 ELIAS ABRISHAMI; RAY KOROGHLI; GHOLAMREZA ZANDIAN JAZI,

10 aka REZA ZANDIAN; BLACK STONE MINERALS COMPANY, L.P.;

11 DIXIE VALLEY CATTLE, LLC and DEFENDANTS/COUNTERCLAIMANTS

12 BIG SPRING RANCH, LLC; STAR LIVING TRUST; FARIBORZ FRED

13 SADRI, as Trustee of STAR LIVING TRUST:

14 LAW OFFICES OF KERMIT L. WATERS

15 By: JAMES J. LEAVITT, ESQ.

16 704 South Ninth Street

17 Las Vegas, Nevada 89101

18

19 FOR THE DEFENDANT JERRY GOODWIN:

20 PRESENT TELEPHONICALLY

21 HILL, JOHNSON & SCHMUTZ

22 By: J. BRYAN QUESENBERRY

23 4844 North 300 West, Suite 300

24 Provo, Utah, 84604

25

VIDEOGRAPHER:

JEFF WALDIE

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1	CHANGES OR CORRECTIONS BY WITNESS
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1 BE IT REMEMBERED, that on Wednesday, the 23rd
 2 of June, 2010, at 9:03 a.m., at the offices of Lionel,
 3 Sawyer & Collins, 50 West Liberty Street, 11th Floor,
 4 Reno, Nevada, before me, PEGGY B. HOOGS, a Certified
 5 Court Reporter, personally appeared REZA ZANDIAN.
 6 -oOo-

7 THE VIDEOGRAPHER: Good morning. We are
 8 going on the record at approximately 9:03 a.m. Today is
 9 June 22, 2010. This is Tape No. 1 of the video-recorded
 10 deposition of the PMK of Big Spring Ranch, Reza Zandian,
 11 taken by the plaintiff in the matter of Fronteer
 12 Development (USA), Incorporated vs. Big Spring Ranch,
 13 LLC, et al., filed in the Fourth Judicial District Court
 14 of the State of Nevada in and for the County of Elko.
 15 This is Case No. CV-C-10-191.
 16 The deposition is being held at the offices
 17 of Lionel, Sawyer & Collins of Reno, Nevada. The court
 18 reporter today is Peggy Hoogs. She is representing Peggy
 19 Hoogs & Associates. My name is Jeff Waldie, Certified
 20 Court Video Specialist, of the firm Sierra Legal Video,
 21 P.O. Box 18312, South Lake Tahoe, California, 96151.
 22 And will counsel and all present please
 23 identify themselves and who they represent for the
 24 record.
 25 MS. GRANIER: Laura Granier with Lionel,
 Sawyer & Collins on behalf of Fronteer Development (USA),

Page 6

1 Inc.
 2 MR. LEAVITT: J. J. Leavitt from the Law
 3 Offices of Kermit L. Waters on behalf of BSR, LLC and
 4 the individuals in the case on the public use issue.
 5 MR. QUESENBERRY: And this is Bryan
 6 Quesenberry appearing telephonically on behalf of Jerry
 7 Goodwin, and I've got an application to appear pro hac
 8 vice that is pending.
 9 MS. GRANIER: And Mr. Leavitt has confirmed
 10 that no one from Mr. Lee's office will be appearing for
 11 the deposition today.
 12 MR. LEAVITT: That's correct.
 13 THE COURT: And the court reporter will now
 14 swear in the witness.
 15 THE REPORTER: Mr. Zandian, I need to see an
 16 identification from you before I swear you in, driver's
 17 license or --
 18 MS. GRANIER: Can we make a photocopy of that
 19 for the record.
 20 THE WITNESS: No, I object to that. That's a
 21 private document and has nothing to do with this case.
 22 MS. GRANIER: Mr. Leavitt.
 23 MR. LEAVITT: What is it?
 24 MS. GRANIER: It's his driver's license,
 25 California driver's license.

Page 7

1 THE REPORTER: California Driver's License
 2 No. 0 - excuse me - B5739445, and the name on the
 3 driver's license is Gholam, G-h-o-l-a-m, Reza, R-e-z-a,
 4 and I will spell the last name, Z-a-n-d-i-a-n J-a-z-i.
 5 MR. LEAVITT: If he doesn't want to provide a
 6 copy of it, I'm not sure he has to. The court reporter
 7 needs it for identification purposes.
 8 MS. GRANIER: So you're refusing to allow us
 9 to make a photocopy for the record?
 10 THE WITNESS: Yes.
 11 MS. GRANIER: Okay. And as his counsel,
 12 Mr. Leavitt, what's your position on that?
 13 MR. LEAVITT: It's - he believes it's a
 14 private document. If he doesn't want to produce it at
 15 this time, he doesn't have to. I guess if you want to do
 16 a motion to compel, you can do a motion to compel for a
 17 copy of his driver's license.
 18 MS. GRANIER: Okay. Would you please state
 19 your full name for the record.
 20 Oh, I'm sorry. Did you swear him?
 21 THE REPORTER: No, I did not.
 22 ////
 23 ////
 24 ////
 25 ////

Page 8

1 REZA ZANDIAN,
 2 having been first duly sworn by the court reporter,
 3 was examined and testified as follows:
 4
 5 EXAMINATION
 6 BY MS. GRANIER:
 7 Q Would you please state and spell your full
 8 legal name for the record.
 9 A Yeah. My full name is Gholamreza Zandian
 10 Jazi, and she already saw that on the document.
 11 Q The court reporter's spelling that she read
 12 from your driver's license was correct?
 13 A I believe so.
 14 Q Just for the record, so we make sure we have
 15 it correct, would you spell it for us, please.
 16 A Yes. It's G-h-o-l-a-m-r-e-z-a Z-a-n-d-i-a-n
 17 J-a-z-i.
 18 Q Mr. Zandian, what's your home address?
 19 A That's private information, and I refuse to
 20 answer that.
 21 Q Mr. Zandian, I'm entitled to that information
 22 in case, for example, I have to serve you with a subpoena
 23 in this case.
 24 A I refuse to give you my home address because
 25 this is irrelevant to the case of Big Spring Ranch. I've

Peggy Hoogs & Associates
(775) 327-4460

2 (Pages 5 to 8)
24th
missouri

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Page 9

1 been identified by the case without no reason.
 2 MR. LEAVITT: How about if we just do this:
 3 We'll accept any subpoenas on behalf --
 4 Is it all right if our office accepts
 5 subpoenas on behalf of you, Mr. Zandian?
 6 THE WITNESS: Yes.
 7 MR. LEAVITT: Related to this litigation, of
 8 course.
 9 MS. GRANIER: So you will accept personal
 10 service on behalf of Mr. Zandian related to this
 11 litigation, Mr. Leavitt?
 12 MR. LEAVITT: Exactly.
 13 BY MS. GRANIER:
 14 Q Why don't you want to give us your home
 15 address, Mr. Zandian?
 16 A Because that -- I believe the whole process,
 17 you know, is an abuse of process, and as a private
 18 person, I do not want to give my private information to
 19 you. I will give you whatever is related to the Big
 20 Spring Ranch.
 21 Q Okay. What do you think is an abuse of
 22 process?
 23 A I think that naming me in the litigation is
 24 by itself an abuse of process.
 25 Q And why is that?

Page 10

1 A Because I am a member of LLC and my interest
 2 is through the LLC, so as a private person, you have no
 3 reason to name me in the litigation, so I believe that
 4 this is an abuse of process.
 5 Q Okay. Do you currently reside in San Diego?
 6 A I will not answer to that question.
 7 Q Are you currently a resident of the State of
 8 Nevada?
 9 A I will not answer to that question.
 10 MS. GRANIER: And, Mr. Leavitt, are you
 11 instructing him not to answer? You know the rules of the
 12 deposition. They're required to answer unless it's
 13 privileged or --
 14 MR. LEAVITT: Yeah, they're -- you can answer
 15 where you are a resident of. I don't think that's -- are
 16 you a resident of the state of California?
 17 THE WITNESS: Currently I am resident of the
 18 state of California, yeah.
 19 MR. LEAVITT: Okay. There.
 20 BY MS. GRANIER:
 21 Q And so that means you live in the state of
 22 California?
 23 A I live in the state of California.
 24 Q In San Diego?
 25 A I live somewhere in the state of California.

Page 11

1 That's the only thing that I can tell you. This is
 2 privileged information. I don't have to tell you.
 3 MR. LEAVITT: Since I'm accepting service on
 4 his behalf, I don't think it's relevant where he lives at
 5 anyway as long as he's a resident of the state of
 6 California. This is an in rem action, it's an action
 7 against the property that, frankly, has nothing to do
 8 with Mr. Zandian. Where he lives, I think, is irrelevant
 9 to the case other than you need to be able to serve him,
 10 I recognize that. Since I've agreed to accept service on
 11 his behalf, I think that's sufficient.
 12 MS. GRANIER: Okay. I think, Mr. Leavitt,
 13 you know the rules of depositions, that I'm entitled to
 14 this kind of background information, so just for the
 15 record --
 16 MR. LEAVITT: I don't have a problem. Are
 17 you a resident -- do you live in San Diego?
 18 Is that going to be sufficient as far as
 19 where he lives if he just tells you he lives, if he
 20 just --
 21 MS. GRANIER: It's a start. I'm not going to
 22 limit my questions.
 23 MR. LEAVITT: But you live in San Diego; is
 24 that right?
 25 THE WITNESS: I am -- I told you the reason

Page 12

1 that I don't want to answer to. I will answer anything
 2 which is relevant to the Big Spring Ranch.
 3 MR. QUESENBERRY: You know, this would be a
 4 good time for me to chime in here, and maybe Mr. Leavitt
 5 wants to take a break to talk to his client, but the only
 6 basis, Mr. Zandian, that you have to refuse to answer is
 7 privilege or confidential, and the standard is not
 8 relevancy, it's much broader than that. So I suspect
 9 that if we got the judge involved here -- he's not very
 10 pleased so far with this case -- I don't think he takes a
 11 liking to this general refusal to answer the questions
 12 because you feel it's irrelevant.
 13 So maybe we could take a little break. That
 14 would be my recommendation. You can keep going if you
 15 wish, but we're going to take this in front of the judge
 16 with where this is going, and I don't think that's going
 17 to be very good for you, Mr. Zandian.
 18 MR. LEAVITT: Tell us what city you live in.
 19 Just tell us what city you live in.
 20 THE WITNESS: No, because that is -- that is
 21 beginning of a series of questions which are going to be
 22 irrelevant and --
 23 MR. LEAVITT: Here's the standard: The
 24 standard is not -- the standard is if it's reasonably
 25 calculated to lead to discovery of admissible evidence,

Page 13

1 so is the place he lives at reasonably calculated to lead
 2 to discoverable evidence in this case? Is it relevant to
 3 the value of the property? Is it relevant to public use?
 4 I think Mr. Reza does have an argument that it's not
 5 going to lead to anything.
 6 Just give us a couple minutes.
 7 MS. GRANIER: Sure. Let's go off the record
 8 for a brief break.
 9 THE VIDEOGRAPHER: We're off the record at
 10 approximately 9:13 a.m.
 11 (A recess was taken.)
 12 THE VIDEOGRAPHER: We're back on the record
 13 at approximately 9:14 a.m.
 14 BY MS. GRANIER:
 15 Q Mr. Zandian, after a brief break on the
 16 record, are you still refusing to answer just my very
 17 standard background questions?
 18 A As an accommodation for our attorney, I am
 19 living in San Diego.
 20 Q I'm sorry?
 21 A I am living in San Diego.
 22 Q You live in San Diego. How long have you
 23 lived in San Diego?
 24 A For seven years now.
 25 Q At what address?

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1 A That is, again, privileged information.
 2 Q It's actually not privileged information,
 3 Mr. Zandian, so if you would please respond to the
 4 question.
 5 A You know, I think you have to ask the judge
 6 to compel if you want me to answer that. I'm just
 7 refusing to give you answer.
 8 MS. GRANIER: Okay. Mr. Leavitt, as his
 9 counsel today --
 10 MR. LEAVITT: Why don't we do it this way,
 11 Laura. You want his address for whatever reason. Why
 12 don't you go through your background questions, and
 13 during the break I'll talk to Mr. Zandian, and hopefully
 14 I'll be able to give you his address.
 15 MS. GRANIER: Okay. I appreciate that.
 16 BY MS. GRANIER:
 17 Q Are you currently employed?
 18 A I am self-employed.
 19 Q Okay. Self-employed. Do you have a company
 20 that you're self-employed through?
 21 A I have a few companies, yeah.
 22 Q What are the names of those companies?
 23 A Those are private and privileged information.
 24 If anything is related to the Big Spring Ranch, I will
 25 respond.

Page 15

1 MS. GRANIER: Mr. Leavitt.
 2 BY MS. GRANIER:
 3 Q Mr. Zandian, I'll leave it to your counsel to
 4 advise you. This information is general background
 5 information, it's very standard. I take it from -- I
 6 have never had a deponent refuse to answer these kinds of
 7 very general background information. I'm entitled to it
 8 under the law. I'm not asking you anything
 9 inappropriate, and your counsel is here to object if I
 10 do.
 11 So for the record, Mr. Leavitt, what's your
 12 position on this?
 13 MR. LEAVITT: She's -- she gets to know your
 14 background information, Reza, as far as we've designated
 15 you -- now, let me just put this on the record.
 16 We believe that Mr. Zandian was wrongfully
 17 named in this lawsuit, so him appearing personally in
 18 this lawsuit, we think, is improper, but insofar as he is
 19 appearing here on behalf of the Big Spring Ranch, as the
 20 person most knowledgeable on behalf of Big Spring Ranch,
 21 I do believe you're entitled to some of his background
 22 information as the person most knowledgeable for Big
 23 Spring Ranch as long as we don't get into too much
 24 personal information or privileged information.
 25 Are these public entities that you -- when I

Page 16

1 say -- could I go on the Internet and find out these LLCs
 2 that you belong to?
 3 THE WITNESS: You can -- you have them on
 4 Secretary of State of Nevada, yeah.
 5 MR. LEAVITT: So, therefore, it's not
 6 privileged information, so she can know about it. Go
 7 ahead. She wants to know what entities you own, that
 8 you're a part of.
 9 THE WITNESS: Big Spring Ranch.
 10 BY MS. GRANIER:
 11 Q Big Spring Ranch, LLC?
 12 A Yes.
 13 Q What else?
 14 A I -- there are many. You can review them
 15 with the Secretary of State of Nevada.
 16 MR. LEAVITT: The ones that you recall,
 17 Mr. Zandian, as you sit here today, why don't we give her
 18 the ones you recall, and then Miss Granier can go find
 19 the other ones.
 20 THE WITNESS: Wendover Project, LLC.
 21 BY MS. GRANIER:
 22 Q Wendover Project, LLC?
 23 A Yeah. And Nevada Land & Water Resources,
 24 LLC; Gold Canyon, LLC --
 25 MR. LEAVITT: What was that fourth one?

ORIGINAL

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1 **NOTA**
2 **GEOFFREY W. HAWKINS, ESQ.**
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4 **JOHNATHON FAYEGHI, ESQ.**
5 Nevada Bar No. 12736
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12 *Attorneys for Defendant*
13 *Reza Zandian aka Goamreza Zandian*
14 *aka Gholamreza ZandianJazi*
15 *aka Reza Jazi aka J. Reza Jazi*
16 *aka G. Reza Jazi aka Ghononreza*
17 *Zandian Jazi*

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In The First Judicial District Court Of The State Of Nevada
In and For Carson City

16 JED MARGOLIN, an individual.

17 Plaintiff,

18 vs.

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

Defendants.

CASE NO. 090C00579 1B

DEPT. NO. 1

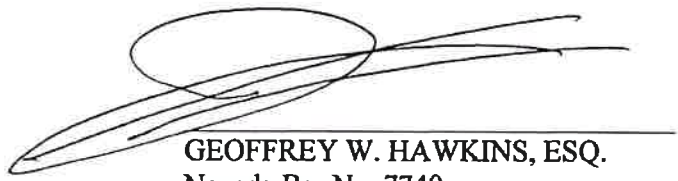
NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that effective immediately GEOFFREY W. HAWKINS, ESQ., of HAWKINS MELENDREZ, P.C., hereby appears as attorney of record on behalf of Defendant,

1 REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka
2 REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA ZANDIAN JAZI, in the
3 above-referenced action. Please direct all future communications to the undersigned at the address
4 indicated on this Notice.

5 DATED this 19th day of December, 2013.

7 **HAWKINS MELENDREZ, P.C.**

8 

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18 *Reza Zandian aka Goamreza Zandian*
19 *aka Gholamreza ZandianJazi*
20 *aka Reza Jazi aka J. Reza Jazi*
21 *aka G. Reza Jazi aka Ghononreza*
22 *Zandian Jazi*

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CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that, on the 19th day of December, 2013, service of **NOTICE OF APPEARANCE** was made this date by depositing a true copy of the same for mailing, first class mail, at Las Vegas, Nevada, addressed follows:

Matthew D. Francis
Adam P. McMillen
WATSON ROUNDS
5371 Kietzke Lane
Reno, Nevada 89511
*Attorneys for Plaintiff
Jed Margolin*


An employee of Hawkins Melendrez, P.C.

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[Signature]
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 8 *aka Reza Jazi aka J. Reza Jazi*
 9 *aka G. Reza Jazi aka Ghononreza*
Zandian Jazi

In The First Judicial District Court Of The State Of Nevada

In and For Carson City

14 JED MARGOLIN, an individual.

15 Plaintiff,

16 vs.

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

24 Defendants.

CASE NO. 090C00579 1B

DEPT. NO. 1

**DEFENDANT REZA ZANDIAN AKA
 GOLAMREZA ZANDIANJAZI AKA
 GHOLAM REZA ZANDIAN AKA REZA
 JAZI AKA J. REZA JAZI AKA G. REZA
 JAZI AKA GHONONREZA ZANDIAN
 JAZI'S MOTION TO SET ASIDE
 DEFAULT JUDGMENT**

26 Defendant REZA ZANDIAN ("Zandian") by and through his attorney Geoffrey W.
 27 Hawkins, Esq., of the law firm HAWKINS MELENDREZ P.C., and pursuant to NRCP 55 and 60,
 28

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1 hereby moves for an order from this Court to set aside the default judgment entered against Zandian
2 in the above-captioned matter.

3 This motion is made and based upon the attached Memorandum of Points and Authorities,
4 the attached exhibits, the pleadings and papers on file herein, and any oral argument this Honorable
5 Court may allow.

6 DATED this 19th day of December, 2013.

7
8 **HAWKINS MELENDREZ, P.C.**

9
10 

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19 *Reza Zandian*

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POINTS AND AUTHORITIES

I.

STATEMENT OF FACTS

1
2
3
4 The instant matter arises out of Plaintiff JED MARGOLIN's ("Plaintiff") allegations of
5 fraudulent conduct on the part of Zandian and other defendants with regard to United States Patent
6 Nos. 5,566,073, 5,904,724, 5,978,488, and 6,377,436.

7 Plaintiff's Original Complaint was filed on or about December 11, 2009 against Zandian,
8 Optima Technology Corporation, a California corporation (Optima CA), and Optima Technology
9 Corporation, a Nevada corporation (Optima NV). Plaintiff's Complaint alleged the following
10 causes of action: (1) Conversion; (2) Tortious Interference With Contract; (3) Intentional
11 Interference With Prospective Economic Advantage; (4) Unjust Enrichment; and (5) Unfair and
12 Deceptive Trade Practices. On or about December 2, 2010, Plaintiff filed an Application for Entry
13 of Default against Zandian for failure to respond to Plaintiff's Complaint. On or about March 1,
14 2011 default was entered against Zandian. Then on or about June 9, 2011, Zandian's prior counsel,
15 John Peter Lee, Esq., filed a Motion to Dismiss on a Special Appearance on behalf of Zandian,
16 Optima CA and Optima NV. On August 3, 2011, this Court set aside the default against Zandian,
17 Optima CA and Optima NV; denied Mr. Lee's Motion to Dismiss, and granted Plaintiff and
18 extension of time for service.

19 On or about August 11, 2011, Plaintiff filed his Amended Complaint against Zandian,
20 Optima CA, and Optima NV. At the time Plaintiff's Amended Complaint was filed, Zandian was
21 still represented by John Peter Lee, Esq. On or about February 17, 2012, Zandian's prior counsel,
22 John Peter Lee, Esq., filed a Motion to Dismiss Amended Complaint on Special Appearance. On or
23 about February 21, 2012, this Court issued an order denying the Motion to Dismiss Amended
24 Complaint.

25 On or about March 5, 2012, Zandian filed a General Denial to the Amended Complaint.
26 Shortly thereafter, Mr. Lee's office filed a Motion to Withdraw on or about March 7, 2012. In his
27 Motion to Withdraw, Mr. Lee provided the Court with an incorrect last known address for Zandian.
28 The address provided was 8775 Costa Verde Blvd., San Diego, CA 92122. As Plaintiff is well

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1 aware, Zandian has not lived in the US for over three years. Zandian has resided at 6 Rue Edouard
2 Fournier, 75116 Paris, France since August 2011. In fact, Plaintiff's counsel's firm had knowledge
3 of Zandian's French address as early as March 2013 due to its representation of Fred Sadri in the
4 Nevada Supreme Court Case No. 62839/Eighth Judicial District Court Case No. A635430. (See
5 Notice of Appeal in Case No. A635430, attached hereto as **Exhibit A**).

6 On or about July 16, 2012, Plaintiff allegedly served Zandian with written discovery.
7 However, Zandian never received any written discovery due to the fact that said written discovery
8 was mailed to the address mistakenly provided in John Peter Lee Esq.'s Motion to Withdraw. Due
9 to the fact that Zandian never received Plaintiff's written discovery, responses to the same were
10 never provided. On or about, December 14, 2012, Plaintiff filed a Motion for Sanctions Pursuant to
11 NRCPC 37. In Plaintiff's Motion for Sanctions, Plaintiff requested the Court to strike Zandian's
12 General Denial and award Plaintiff his fees and costs incurred in bringing the motion. Again,
13 Zandian never received said Motion for Sanctions and as a result no opposition was filed. On or
14 about, January 15, 2013, this Court issued an order striking the General Denial of Zandian and
15 awarded Plaintiff his fees and costs incurred in bringing the Motion for Sanctions.

16 On or about March 28, 2013 the Clerk of this Court entered default against Zandian. On or
17 about April 5, 2013, Plaintiff filed an Amended Notice of Entry of Default against Zandian. A copy
18 of said Amended Notice of Entry of Default was again mailed to the incorrect address provided in
19 Zandian's prior counsel's Motion to Withdraw. Plaintiff failed to mail a copy of the Amended
20 Notice of Entry of Default to Zandian's French address, despite having knowledge of said address
21 back in March of 2013. See **Exhibit A**.

22 On or about April 17, 2013, Plaintiff filed an Application for Entry of Default Judgment
23 against Zandian. A copy of Plaintiff's Application was again mailed to the incorrect address
24 provided in John Peter Lee's Motion to Withdraw, despite Plaintiff's knowledge of Zandian's
25 correct address in France. See **Exhibit A**. Furthermore, Plaintiff filed his Application for Entry of
26 Default Judgment without providing any notice to Zandian of the impending filing despite
27 Plaintiff's previous and extensive dealings with Zandian. On June 24, 2013 this Court entered a
28 Default Judgment against Zandian. On June 27, 2013, Plaintiff filed a Notice of Entry of Default

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1 Judgment against Zandian. Both the June 24, 2013 Default Judgment and the June 27, 2013 Notice
2 of Entry of Default Judgment were mailed to the incorrect mailing address by Plaintiff, despite
3 Plaintiff's knowledge of Zandian's correct address in France.

4 Plaintiff's failure to provide notice to Zandian of the Application for Default Judgment
5 violates the Rules of Civil Procedure. Defendant clearly has good cause for the instant Default
6 Judgment to be set aside based upon NRCP 55(b)(2) and NRCP 55(c)'s incorporation of NRCP
7 60(b)(1)'s allowance for inadvertence, surprise and excusable neglect as evidence of good cause.
8 *Intermountain Lumber and Builders Supply, Inc. v. Glen Falls Insurance Co.*, 83 Nev. 126,129, 424
9 P.2d 884, 886 (1967). As such, Defendant should be allowed the opportunity to Set Aside the
10 Default Judgment and be provided the opportunity to file a responsive pleading of its choice in this
11 matter.

12 II.
13 STATEMENT OF LAW

14 NRCP 55(c) provides that, in the court's discretion, a default judgment may be set aside in
15 accordance with NRCP 60. NRCP 60 provides the moving party relief, in part, through rules 60(b)
16 and 60(c). NRCP 60(b) states in pertinent part:

17 On motion and upon such terms as are just, the court may relieve a
18 party or a party's legal representative from a final judgment, order,
19 or proceeding for the following reasons:

- 20 (1) mistake, inadvertence, surprise, or excusable neglect;
- 21 (3) fraud (whether heretofore denominated intrinsic or
- 22 extrinsic), misrepresentation or other misconduct of an
- 23 adverse party;

24 The motion shall be made within a reasonable time, and for
25 reasons (1), (2), and (3) not more than 6 months after the
26 proceeding was taken or the date that written notice of entry of the
27 judgment or order was served.

28 If mistake, inadvertence, surprise, excusable neglect, fraud, misrepresentation, misconduct of an
adverse party, or discharged judgment is shown, an order or judgment should be withdrawn and the

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1 issues should be addressed on their proper merits. Furthermore, it is a firmly established policy of
2 the Nevada Supreme Court that “justice is best served when controversies are resolved on their
3 merits whenever possible.” *Gutenberger v. Continental Thrift and Loan Company*, 94 Nev. 173,
4 175, 576 P.2d 745 (1978).

5 “The salutary purpose of Rule 60(b) is to redress any injustices that may have resulted
6 because of excusable neglect or the wrongs of an opposing party. Rule 60 should, therefore, be
7 liberally construed to effectuate that purpose.” *Carlson v. Carlson*, 108 Nev. 358, 361-362, 832
8 P.2d 380, 382 (1992), quoting *Nevada Indus. Devel., Inc. v. Benedetti*, 103 Nev. 360, 364, 741 P.2d
9 802, 805 (1987).

10 If a defendant enters an appearance or if the plaintiff knows of the identity of defendant’s
11 counsel, the plaintiff has an obligation to notify the defendant of his intent to take a default.
12 *Rowland v. Lepire*, 95 Nev. 639, 600 P.2d 237 (1979); *Gazin v. Hoy*, 102 Nev. at 438;
13 Nev.Sup.CT.R. 1752. A failure to provide notice requires such default to be set aside. *Id.* “An
14 appearance within the contemplation of NRCP 55(b)(2) does not necessarily require some
15 presentation or submission to the court... [t]hat rule is designed to insure (sic) fairness to a party or
16 his representative who has indicated a clear purpose to defend the suit.” *Christy v. Carlise*, 99 Nev.
17 612, 584 P.2d 687 (1978).

18 The Nevada Supreme Court construes the term “appearance” loosely to allow for situations
19 where plaintiff’s counsel has awareness of the identity of defendant’s counsel or when plaintiff
20 knows that the defendant intends to defend itself against plaintiff’s suit. *Christy v. Carlise*. 94 Nev.
21 651, 584 P.2d 687 (1978); *Franklin v. Bartsas Realty*. 95 Nev. 559, 598 P.2d 1147 (1979); *Gazin v.*
22 *Hoy*. 102 Nev. at 438. Such awareness compels the plaintiff, pursuant to the rules of professional
23 responsibility, to make an inquiry of the defendant’s intentions to litigate the matter before he
24 proceeds with the entry of a default. *Cen Val Leasing Corporation v. Bockman*. 99 Nev. 612, 668
25 P.2d 1074 (1983). Failure to make such inquiry mandates that the default be set aside. *Id.*

26 ///

27 ///

28 ///

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1 III.

2 LEGAL ARGUMENT

3 A. **Plaintiff Failed To Provide Zandian With Written Notice Of Application For Default**
4 **Judgment.**

5 In *Christy v. Carlisle*, the Nevada Supreme Court held “written notice of application for
6 default judgment must be given if the defendant or representative has appeared in the action. The
7 failure to serve such notice voids the judgment.” *Christy v. Carlise*. 94 Nev. 651, 584 P.2d 687
8 (1978). In *Christy*, the defendant’s insurance carrier was notified by plaintiff’s counsel of the
9 lawsuit and was advised that it had an indefinite extension of time to answer. *See Id.* Negotiations
10 ensued between plaintiff and the insurance company, however a settlement was not reached.
11 Plaintiff’s counsel then caused service of process to be made upon the director of the department of
12 motor vehicles pursuant to NRS 14.070. *See Id.*

13 The summons and complaint were mailed to the defendant’s Las Vegas address, however
14 the defendant had moved. As a result, neither the defendant nor her insurance company received
15 actual notice that service of process had been made. *See Id.* Plaintiff obtained a default judgment
16 against the defendant for failure to respond to the complaint. Upon learning of the default judgment
17 (which was outside the 6-month time period) defendant’s counsel filed a motion to set aside default
18 judgment pursuant to Rule 55(b)(2). *See Id.* Defendant’s counsel argued that for the purposes of
19 that rule the defendant had appeared in the action and was entitled to written notice of application
20 for judgment. The district court ruled that the settlement negotiations and exchange of
21 correspondence between plaintiff’s counsel and the defendant’s insurance company should be
22 deemed an appearance within the intendment of Rule 55(b)(2) requiring a 3-day notice of the
23 application for default judgment. *See Id.* Since no notice was provided, the district court set aside
24 the default judgment and provided the defendant with additional time to file a responsive pleading.
25 On appeal, the Supreme Court affirmed the district court’s decision. *See Id.*

26 In this case, Zandian seeks relief from the entry of Default Judgment against him based on
27 Plaintiff’s failure to provide a three day notice of Plaintiff’s Application for Entry of Default
28 Judgment. As stated above, prior to filing his April 17, 2013 Application for Entry of Default

1 Judgment, Plaintiff, through his counsel, had knowledge of Zandian's personal residence in France.
2 See Exhibit A. However, Plaintiff failed to provide Zandian with the required three-day notice,
3 despite knowing that Zandian intended to defend himself against Plaintiff's suit, as evidenced by
4 Zandian's February 17, 2012 Motion to Dismiss and March 5, 2012 General Denial. Furthermore,
5 Plaintiff failed to mail a copy of the April 5, 2013 Amended Notice of Entry of Default and the
6 April 17, 2013 Application for Entry of Default Judgment to Zandian's French address despite
7 knowledge of said address. Due to Plaintiff's failure to provide the required three day notice,
8 failure to mail a copy of the April 5, 2013 Amended Notice of Entry of Default to Zandian's correct
9 address in France, and subsequent failures to mail a copy of the April 17, 2013 Application for
10 Entry of Default Judgment, the June 24, 2013 Default Judgment and the June 27, 2013 Notice of
11 Entry of Default Judgment to Zandian's French address, Zandian was unaware of the impending
12 default. Therefore, pursuant to NRCP 55(b)(2) and the holding in *Christy*, Zandian is entitled to a
13 set aside of Plaintiff's Default Judgment.

14 **B. Mistake, Inadvertence, Surprise, or Excusable Neglect is Present**

15 For a party to seek relief from judgment or order under NRCP 60(b)(1), he must
16 demonstrate that the judgment was a result of mistake, inadvertence, surprise, or excusable neglect,
17 and a meritorious defense must be tendered within a timely manner. *Gutenberger*, 94 Nev. at 175.
18 In addition to the reasons set forth in Paragraph A, Zandian seeks relief from the Default Judgment
19 based on excusable neglect.

20 In *Stoecklein v. Johnson Elec., Inc.*, the Nevada Supreme Court considered a similar set of
21 facts as found in the instant matter. In *Stoecklein* the plaintiff filed a complaint against Stoecklein
22 and five other defendants. An answer was filed by the defendants and subsequently a scheduling
23 order for the trial was sent to counsel for the parties stating that the parties should be ready for trial
24 on September 30, 1991. The scheduling order stated that the court would notify the attorneys for
25 each party of the date of trial and any pretrial deadlines. See *Stoecklein v. Johnson Elec., Inc.*, 109
26 Nev. 268, 849 P.2d 305 (1991). However, on August 19, 1991 Stoecklein's counsel withdrew due
27 to nonpayment of legal fees. See *Id.* The order of withdrawal filed with the district court provided
28 an incorrect address for future pleadings to be served on Stoecklein. See *Id.* As such, Stoecklein

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1 never received notice from the court of the trial date. A bench trial was held, however Stoecklein
2 failed to appear. Judgment was then entered against Stoecklein and the other defendants.

3 Following the bench trial, Plaintiff's counsel sent the notice of the judgment to Stoecklein's
4 correct address. See *Id.* Upon receipt of the notice of judgment, Stoecklein immediately obtained
5 counsel and filed a motion for relief from judgment under NRCP 60(b)(1). See *Id.* The motion was
6 based on Stoecklein's assertion that he had received no notice of the trial date. The district court
7 denied Stoecklein's motion. See *Id.*

8 On appeal, the Nevada Supreme Court held that there was no evidence in the record that
9 showed notice of the trial date was sent to or received by Stoecklein. Therefore, Stoecklein's
10 failure to appear for trial was due to circumstances that constitute excusable neglect under NRCP
11 60(b)(1). See *Id.*

12 In the instant matter, Zandian's prior counsel, John Peter Lee Esq., withdrew as counsel on
13 or about March 7, 2012, due to a break down in communications among other things. In his Motion
14 to Withdraw, John Peter Lee Esq., provided an incorrect address for future pleadings and discovery
15 to be served on Zandian. As such, Zandian never received any pleadings or discovery in this matter
16 after April 26, 2012 (the date the Court granted John Peter Lee Esq.'s Motion to Withdraw).

17 Specifically, Zandian did not receive the following: (1) Plaintiff's written discovery which was
18 allegedly served on July 16, 2012; (2) Plaintiff's December 14, 2012 Motion for Sanctions Pursuant
19 to NRCP 37; (3) the January 15, 2013 Order striking the General Denial of Zandian and awarding
20 Plaintiff his fees and costs incurred in bringing the Motion for Sanctions; (4) the April 5, 2013,
21 Amended Notice of Entry of Default against Zandian; (5) Plaintiff's April 17, 2013, Application for
22 Entry of Default Judgment against Zandian; (6) the June 24, 2013 Default Judgment; and (7) the
23 June 27, 2013 Notice of Entry of Default Judgment. Zandian only learned of the Default Judgment
24 while visiting the US on business in late November of 2013. Upon learning of the Default
25 Judgment, Zandian retained the law firm of Hawkins Melendrez P.C. to file the instant motion.

26 As was the case in *Stoecklein*, Zandian's failure to respond to Plaintiff's written discovery
27 and failure to oppose Plaintiff's Motion for Sanctions and Application for Entry of Default
28 Judgment were due to circumstances that constitute excusable neglect under NRCP 60(b)(1).

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1 Furthermore, there are several factors the Court should use to determine whether the
2 conditions of 60(b)(1) have been met: (1) prompt application to remove the judgment; (2) a lack of
3 intent to delay the proceedings; (3) ignorance on the part of counsel or party as to procedure; and
4 (4) good faith. *Ogle v. Miller*, 87 Nev. 573, 576, 491 P.2d 40, 42 (1971).

5 **1. Zandian Promptly Files This Motion**

6 Rule 60(b)(1) states that a motion under subsection (b)(1) must be brought “not more than
7 six months after judgment, order, or proceeding was entered or taken.” NRC P 60(b)(1); *see also*
8 *Deal v. Baines*, 110 Nev. 509, 512, 874 P.2d 775 (1994). This Court has found prompt application
9 to remove the judgment is a persuasive factor. *See Hotel Last Frontier Corporation v. Frontier*
10 *Properties, Inc.*, 79 Nev. 150, 154, 380 P.2d 283 (1963). In this case, the Default Judgment was
11 entered on or about June 24, 2013 and the Notice of Entry of Default Judgment was filed on or
12 about June 27, 2013. Zandian learned of the Default Judgment in late November of 2013 while
13 visiting the US on business. Upon learning of the Default Judgment, Zandian retained Hawkins
14 Melendrez, P.C. to represent him in this matter. Zandian’s current motion comes less than six
15 months after the entry of the Default Judgment. Therefore, Zandian has promptly applied for the
16 removal of the Default Judgment.

17 **2. There Is No Intent To Delay The Proceedings**

18 This Court has also found the absence of intent to delay proceedings a persuasive factor. *Id.*
19 As previously stated, Zandian’s prior counsel, John Peter Lee, Esq., withdrew as counsel on or
20 about March 7, 2012. Furthermore, the last known address provided by Mr. Lee in his Motion to
21 Withdraw was inaccurate. From April 26, 2012 Zandian did not receive any of the pleadings or
22 discovery filed in this case. In late November 2013, Zandian learned of the Default Judgment while
23 visiting the US for business purposes. Upon learning of the Default Judgment, Zandian
24 immediately retained the services of Hawkins Melendrez P.C. Now, having retained counsel,
25 Zandian files this Motion in order to state his meritorious defenses and proceed to have the trier of
26 fact make a determination.

27 ///
28 ///

1 **3. Zandian Lacks Knowledge of Procedural Requirements**

2 Lack of knowledge of the party or counsel as to procedural requirements has been given
3 weight by this Court. *See Hotel*, 79 Nev. at 154. In this case, Zandian was without counsel as of
4 March 7, 2012. As such, Zandian was unaware of the procedural requirements. Now, having
5 retained counsel, Zandian files this Motion.

6 **4. Zandian Files This Motion In Good Faith.**

7 Of the multiple elements, this Court has found good faith to be the most significant. *Id.* In
8 *Stocklein v. Johnson Electric*, 109 Nev. 268, 849 P.2d 305 (1993), the Nevada Supreme Court stated
9 that “good faith is an intangible and abstract quality with no technical meaning or definition and
10 encompasses, among other things, an honest belief, the absence of malice, and the absence of design
11 to defraud.” (*quoting Doyle v. Gordan*, 158 N.Y.S.2d 248, 259060 (Sup. Ct. 1954). There is no
12 question that Zandian is acting in good faith by seeking to have this Court set aside the Default
13 Judgment. The last known address provided by Zandian’s prior counsel in his Motion to Withdraw
14 was inaccurate. As such, from April 26, 2012 on Zandian did not receive any of the pleadings or
15 discovery filed in this case. Zandian did not receive Plaintiff’s written discovery, Plaintiff’s Motion
16 for Sanctions, or Plaintiff’s Application for Entry of Default Judgment. Zandian only learned of the
17 Default Judgment in November of 2013. Immediately upon learning of the Default Judgment,
18 Zandian retained the law firm of Hawkins Melendrez P.C. The instant Motion comes less than six
19 months after the entry of the Default Judgment.

20 **C. Although A Meritorious Defense Is No Longer Required, Zandian Has Clearly**
21 **Demonstrated A Meritorious Defense**

22 Prior to 1990, this Court had consistently held that a party moving to set aside a default
23 judgment must show a meritorious defense to the claim. *See Sealed Unit Parts v. Alpha Gamma*
24 *Ch.*, 99 Nev. 641, 643, 668 P.2d 288, 289 (1983). However, in *Price v. Dunn*, 106 Nev. 100, 787
25 P.2d 785 (1990), this Court ruled that the meritorious defense requirement must be set aside
26 pursuant to the United States Supreme Court holding in *Peralta v. Heights Medical Center, Inc.*,
27 485 U.S. 80, 108 S.Ct. 896, 99 L. Ed. 2d 75 (1988). Most recently, in *Epstein v. Epstein*, 113 Nev.
28

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1401, 950 P.2d 771, the Nevada Supreme Court overruled the requirement that a party must show a meritorious defense because it is inconsistent with the holding in *Price* and *Peralta*.

Despite the fact that Zandian is not required to demonstrate a meritorious defense pursuant to *Price* and *Epstein*, Zandian has clearly demonstrated a meritorious defense through his June 9, 2011 and February 17, 2012 Motions to Dismiss as well as his March 5, 2012 General Denial.

IV.

CONCLUSION

Based on the foregoing points and authorities, Defendant Reza Zandian respectfully requests that the default judgment be set aside to allow him to respond as intended.

AFFIRMATION PURSUANT TO NRS 239B.030

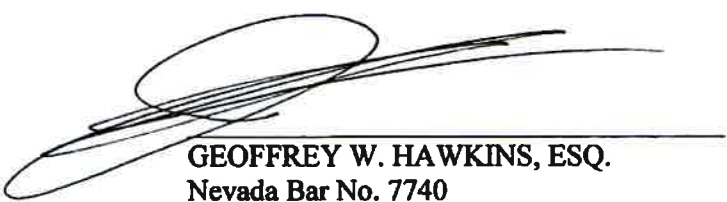
The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DECLARATION

The undersigned also declares under penalty of perjury that the foregoing is true and accurate to the best of my knowledge.

Dated this 17th day of December, 2013.

HAWKINS MELENDREZ, P.C.



GEOFFREY W. HAWKINS, ESQ.
Nevada Bar No. 7740
JOHNATHON FAYEGHI, ESQ.
Nevada Bar No. 12736
9555 Hillwood Drive, Suite 150
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Phone: (702) 318-8800
*Attorneys for Defendant
Reza Zandian*

CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that, on the 19th day of December, 2013, service of **DEFENDANT REZA ZANDIAN AKA GOLAMREZA ZANDIANJAZI AKA GHOLAM REZA ZANDIAN AKA REZA JAZI AKA J. REZA JAZI AKA G. REZA JAZI AKA GHONONREZA ZANDIAN JAZI'S MOTION TO SET ASIDE DEFAULT JUDGMENT** was made this date by depositing a true copy of the same for mailing, first class mail, at Las Vegas, Nevada, addressed follows:

Matthew D. Francis
Adam P. McMillen
WATSON ROUNDS
5371 Kietzke Lane
Reno, Nevada 89511
Attorneys for Plaintiff
Jed Margolin


An employee of Hawkins Melendrez, P.C.

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INDEX OF EXHIBITS

Exhibit No.	TITLE	NUMBER OF PAGES
A	Notice of Appeal in Nevada Supreme Court Case No. 62839/Eighth Judicial District Court Case No. A635430	2

HAWKINS MELENDEZ, P.C.
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Exhibit A

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CLERK OF THE COURT

1 NOAS
2 REZA ZANDIAN
3 6, rue Edouard Fournier
4 75116 Paris, France
5 Pro Per Appellant

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

8 GHOLAMREZA ZANDIAN JAZI, also
9 known as REZA ZANDIAN, individually,

10 Plaintiff,

11 v.

12 FIRST AMERICAN TITLE COMPANY, a
13 Nevada business entity; JOHNSON SPRING
14 WATER COMPANY, LLC, formerly known
15 as BIG SPRING RANCH, LLC, a Nevada
16 Limited Liability Company, FRED SADRI,
17 Trustee of the Star Living Trust, RAY
18 KOROGHLI, individually, and ELIAS
19 ABRISHAMI, individually,

20 Defendants.

CASE NO.: A-11-635430-C
DEPT. NO.: IV

21 **AND ALL RELATED COUNTERCLAIMS**
22 **AND THIRD-PARTY CLAIMS**

23 1334.024072-1d

24 **NOTICE OF APPEAL**

25 Notice is hereby given that REZA ZANDIAN a member of the above named company,
26 hereby appeals to the Supreme Court of Nevada from the Order to Distribute Attorney Fee and Costs
27 Awards to Defendants entered in this action on the 15th day of February, 2013.

28 DATED this 15th day of March, 2013.

BY:
REZA ZANDIAN
6, rue Edouard Fournier
75116 Paris, France
Pro Per Appellant

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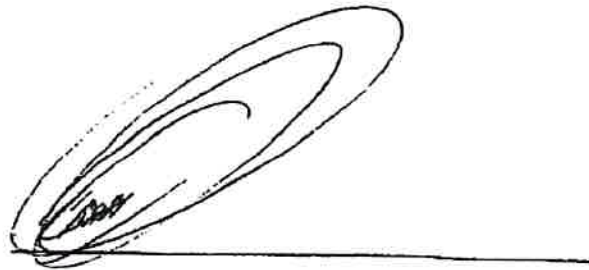
CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the ___ day of March, 2013, I served a copy of the above and foregoing NOTICE OF APPEAL, upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Stanley W. Parry
100 North City Parkway, Ste. 1750
Las Vegas, Nevada 89106

Elias Abrishami
P.O. Box 10476
Beverly Hills, California 90213

Ryan E. Johnson, Esq.
Watson & Rounds
777 North Rainbow Blvd. Ste. 350
Las Vegas, Nevada 89107

A handwritten signature in black ink, appearing to read 'Ryan E. Johnson', is written over a horizontal line. The signature is somewhat stylized and loops back.

ORIGINAL

REC'D & FILED

2014 JAN -2 PM 4:27

ALAN GLOVER
BY *[Signature]*
DEPUTY

1 **MSTY**
2 **GEOFFREY W. HAWKINS, ESQ.**
3 Nevada Bar No. 7740
4 **JOHNATHON FAYEGHI, ESQ.**
5 Nevada Bar No. 12736
6 **HAWKINS MELENDREZ, P.C.**
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9 Phone: (702) 318-8800
10 Fax: (702) 318-8801
11 ghawkins@hawkinsmelendrez.com
12 *Attorneys for Defendant*
13 *Reza Zandian aka Goamreza Zandian*
14 *aka Gholamreza ZandianJazi*
15 *aka Reza Jazi aka J. Reza Jazi*
16 *aka G. Reza Jazi aka Ghononreza*
17 *Zandian Jazi*

11 **In The First Judicial District Court Of The State Of Nevada**

12 **In and For Carson City**

14 **JED MARGOLIN, an individual.**

15 **Plaintiff,**

16 **vs.**

17 **OPTIMA TECHNOLOGY CORPORATION,**
18 **a California corporation, OPTIMA**
19 **TECHNOLOGY CORPORATION, a Nevada**
20 **corporation, REZA ZANDIAN aka**
21 **GOLAMREZA ZANDIANJAZI aka**
22 **GHOLAM REZA ZANDIAN aka REZA**
23 **JAZI aka J. REZA JAZI aka G. REZA JAZI**
24 **aka GHONONREZA ZANDIAN JAZI, an**
25 **individual, DOE Companies 1-10, DOE**
26 **Corporations 11-20, and DOE Individuals 21-**
27 **30,**

28 **Defendants.**

CASE NO. 090C00579 1B

DEPT. NO. 1

DEFENDANT REZA ZANDIAN AKA
GOLAMREZA ZANDIANJAZI AKA
GHOLAM REZA ZANDIAN AKA REZA
JAZI AKA J. REZA JAZI AKA G. REZA
JAZI AKA GHONONREZA ZANDIAN
JAZI'S MOTION FOR STAY OF
PROCEEDINGS TO ENFORCE
JUDGMENT PURSUANT TO NRCP
62(B)

26 Defendant REZA ZANDIAN ("Zandian") by and through his attorney Geoffrey W.
27 Hawkins, Esq., of the law firm HAWKINS MELENDREZ P.C., and hereby submits this Motion for
28 Stay of Proceedings to Enforce Judgment Pursuant to NRCP 62(b).

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Las Vegas, Nevada 89134
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1 This motion is made and based upon the provisions of NRCPC 62 and the following
2 Memorandum of Points and Authorities, the pleadings and papers on file herein, and any oral
3 argument this Honorable Court may allow.

4 DATED this 7th day of December, 2013.

6 **HAWKINS MELENDREZ, P.C.**

7
8 

9 **GEOFFREY W. HAWKINS, ESQ.**
10 Nevada Bar No. 7740
11 **JOHNATHON FAYEGHI, ESQ.**
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16 *Attorneys for Defendant*
17 *Reza Zandian*

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1 **POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 On June 24, 2013 this Court entered a Default Judgment against Zandian. On June 27,
5 2013, Plaintiff filed a Notice of Entry of Default Judgment against Zandian. On or about December
6 11, 2013, Plaintiff filed his Motion for Judgment Debtor Examination and to Produce Documents.
7 On December 20, 2013, Zandian timely filed his Motion to Set Aside Default Judgment which is
8 now pending before this Court. Pursuant to NRCPP 62 (b), execution of or any proceeding to
9 enforce the default judgment against Zandian should be stayed pending the outcome of Zandian's
10 Motion to Set Aside Default Judgment. Furthermore, this Court should stay the execution of or any
11 proceeding to enforce the default judgment against Zandian without a requirement that Zandian
12 provide security at this time.

13 **II.**

14 **STATEMENT OF LAW**

15 **A. Rule 62(b) Allows Stays Without Security Pending Post-Judgment Motions**

16 There is a special rule in Nevada that applies to stays pending post-trial motions. NRCPP
17 Rule 62(b) provides:

18 (b) Stay on Motion for New Trial or for Judgment. In its discretion
19 and on such conditions for the security of the adverse party as are
20 proper, the court may stay the execution of or any proceedings to
21 enforce a judgment pending the disposition of a motion for a new
22 trial or to alter or amend a judgment made pursuant to Rule 59, or
23 of a motion for relief from a judgment or order made pursuant to
24 Rule 60, or of a motion for judgment in accordance with a motion
for a directed verdict made pursuant to Rule 50, or of a motion for
amendment to the findings or for additional findings made
pursuant to Rule 52(b).

25 Rule 62(b) gives the court extremely broad discretion to enter a stay without security during the
26 pendency of post-judgment motions. Indeed, unlike Rule 62(d)'s provision for stays upon appeal,
27 Rule 62(b) does not even refer to a supersedeas bond.

1344

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1 **B. It Is Common And Customary In Nevada To Allow Stays Without Security On Post-**
2 **Judgment Motions**

3 It is the common practice in Nevada to stay judgments pending resolution of post-judgment
4 motions pursuant to NRCP 62(b) without requiring a bond. *See David N. Frederick, Post Trial*
5 *Motions*, NEVADA CIVIL PRACTICE MANUAL 25-30 (5th ed. 2005) (“security in the form of a
6 bond or other collateral is usually not required”). There are many reasons to allow a stay on such
7 motions. First, post-trial review by the trial court typically takes less time than review by the
8 appellate court. In addition, all of the post-judgment proceedings will be within this court’s control.
9 And supersedeas bonds are expensive.

10 The Nevada Supreme Court has recognized the need for courts, under appropriate
11 circumstances, to grant a stay without requiring either a bond or any other additional security. In
12 *McCulloch v. Jeakins*, 99 Nev. 122, 123, 659 P.2d 302, 303 (1983) the court held that the district
13 court “may provide for a bond in a lesser amount, or may permit security other than a bond when
14 unusual circumstances exist and so warrant.” (Citing *Fed. Prescription Servs., Inc. v. Am. Pharm.*
15 *Ass’n.*, 636 F.2d 755 (D.C. Cir. 1980) and 11 Wright & Miller, FEDERAL PRACTICE AND
16 PROCEDURE § 2905, at 328 (1973) (emphasis omitted)). Moreover, in the recent case of *Nelson v.*
17 *Heer*, the Court further liberalized the standards regarding stays with alternative security. *See*
18 *Nelson v. Heer*, 121 Nev. 832, 122 P.3d 1252, 1254 (2005). The court agreed that “the phrase
19 ‘unusual circumstances’ in *McCulloch* [99 Nev. at 123, 659 P.2d at 303] is too restrictive.” *Nelson*,
20 122 P.3d at 1254. “[T]his language is outdated and few, if any courts still use such a rigid standard.”
21 *Id.* The court concluded that “a more flexible and modern approach will better serve Nevada
22 litigants and courts.” *Id.*

23 Even Rule 62(d) does not require a bond in all cases for a stay pending appeal. *See id.* at
24 1253; *Olympia Equip. Leasing Co. v. Western Union Telegraph*, 786 F.2d 794, 796 (7th Cir. 1986).
25 Such a requirement would conflict with NRAP 8(b), which implicitly recognizes the discretion of
26 courts to issue stays not conditioned on bonds. “[I]f the appellate court has the power to issue an
27 unsecured stay, as Rule 8(b) clearly implies, then the district court must have the power also, if Rule
28 8(b) is to make any sense.” *Fed. Prescription Servs., Inc. v. Am. Pharm. Ass’n*, 636 F.2d 755, 760

1 (D.C. Cir. 1980); *see also Poplar Grove Planting & Refining Co. v. Bache Halsey Stuart, Inc.*, 600
2 F.2d 1189 (5th Cir. 1979); *Int'l Telemeter Corp. v. Hamlin int'l Corp.*, 754 F.2d 1492, 1495 (9th
3 Cir. 1985).

4 **C. The Cost Of A Bond Is An Unnecessary Expense That Is Potentially Taxable To**
5 **Plaintiff**

6 Bonding is expensive, and the costs of bonding should be avoided except where the
7 defendant's ability to pay a judgment is open to serious question. Such caution is especially
8 warranted because the costs of bonding may ultimately be borne by plaintiffs rather than
9 defendants. Under NRAP 39(e), the costs of a supersedeas bond are taxable to plaintiffs if the
10 judgment is reversed on appeal.

11
12 **III.**

13 **LEGAL ARGUMENT**

14 On or about June 24, 2013, this Court entered a Default Judgment against Zandian. Then,
15 on or about December 11, 2013, Plaintiff filed his Motion for Judgment Debtor Examination and to
16 Produce Documents. Upon learning of the Default Judgment, Zandian retained counsel to file a
17 motion to set aside the default judgment. On December 20, 2013, Zandian timely filed his Motion
18 to Set Aside Default Judgment which is now pending before this Court. Zandian's Motion to Set
19 Aside Default Judgment was made pursuant to NRCP 55 and 60.

20 Pursuant to NRCP 62(b), this Court is authorized, in its discretion, to stay execution of, or
21 any proceedings to enforce a judgment pending the disposition of post-trial motions brought under
22 NRCP 60. In the instant case, Zandian's Motion to Set Aside Default Judgment must be resolved
23 before any proceedings to enforce the Default Judgment can proceed. Allowing Plaintiff to proceed
24 with enforcement of the Default Judgment in the face of the pending Motion to Set Aside Default
25 Judgment could obviously cause the parties to incur unnecessary expenses, and would be unfair and
26 prejudicial to Zandian in the event that the Default Judgment is set aside by this Court. Indeed,
27 NRCP 62(b) is obviously intended to avoid such untoward consequences.

28

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IV.

CONCLUSION

Based on the foregoing points and authorities, Defendant Reza Zandian respectfully requests that this Court grant a stay of any proceedings to enforce the Default Judgment, including proceedings such as a debtor's examination, until after the resolution of Zandian's Motion to Set Aside Default Judgment.

AFFIRMATION PURSUANT TO NRS 239B.030

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

DECLARATION

The undersigned also declares under penalty of perjury that the foregoing is true and accurate to the best of my knowledge.

Dated this 30th day of December, 2013.

HAWKINS MELENDREZ, P.C.



GEOFFREY W. HAWKINS, ESQ.
Nevada Bar No. 7740
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Nevada Bar No. 12736
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Las Vegas, NV 89134
Phone: (702) 318-8800
*Attorneys for Defendant
Reza Zandian*

CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that, on the 30th day of December, 2013, service of **DEFENDANT REZA ZANDIAN AKA GOLAMREZA ZANDIANJAZI AKA GHOLAM REZA ZANDIAN AKA REZA JAZI AKA J. REZA JAZI AKA G. REZA JAZI AKA GHONONREZA ZANDIAN JAZI'S MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT PURSUANT TO NRCP 62(B)** was made this date by depositing a true copy of the same for mailing, first class mail, at Las Vegas, Nevada, addressed follows:

Matthew D. Francis
Adam P. McMillen
WATSON ROUNDS
5371 Kietzke Lane
Reno, Nevada 89511
*Attorneys for Plaintiff
Jed Margolin*


An employee of Hawkins Melendrez, P.C.

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1 Matthew D. Francis (6978)
2 Adam P. McMillen (10678)
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 GLOVER

 CLERK

7 **In The First Judicial District Court of the State of Nevada**
8 **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**
17 **aka GOLAMREZA ZANDIANJAZI**
18 **aka GHOLAM REZA ZANDIAN**
19 **aka REZA JAZI aka J. REZA JAZI**
20 **aka G. REZA JAZI aka GHONONREZA**
21 **ZANDIAN JAZI, an individual, DOE**
22 **Companies 1-10, DOE Corporations 11-20,**
23 **and DOE Individuals 21-30,**

24 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**OPPOSITION TO MOTION TO SET
ASIDE DEFAULT JUDGMENT**

25 The entire basis of Zandian's motion to set aside the default is the unfounded allegation
26 that John Peter Lee provided the Court with an incorrect last known address for Zandian when
27 he withdrew and that since April 26, 2012 Zandian did not receive the papers, pleadings and
28 motions in this matter. Zandian also alleges he has lived in France since August of 2011.
However, the evidence shows the address John Peter Lee provided to the Court was correct
and Zandian continued to live and maintain addresses in both Nevada and California since
August of 2011. Therefore, Zandian's motion to set aside must be denied.

1 **I. The Default Judgment Should Be Upheld Because Zandian Maintained His**
2 **San Diego Address And Knew About This Matter After His Counsel**
3 **Withdrew And Continued To Receive Notice Of This Matter**

4 “Default judgment will be upheld where the normal adversary process has been halted
5 due to an unresponsive party, because diligent parties are entitled to be protected against
6 interminable delay and uncertainty as to their legal rights.” *Skeen v. Valley Bank of Nevada*,
7 89 Nev. 301, 303, 511 P.2d 1053, 1054 (1973); *see also Hamlett v. Reynolds*, 114 Nev. 863,
8 865, 963 P.2d 457, 458 (1998) (same).

9 After filing several motions to dismiss and to set aside the prior default judgment and
10 after filing a general denial to the amended complaint, Zandian’s counsel, John Peter Lee,
11 withdrew from his representation of Zandian. When Mr. Lee filed his motion to withdraw he
12 provided a last known address for his client: 8775 Costa Verde Blvd, San Diego, CA. Without
13 providing an affidavit or any evidence, Zandian now argues that the address Mr. Lee provided
14 to the Court was incorrect. However, the address Mr. Lee provided to the Court is the same
15 address Mr. Lee provided to the Nevada Supreme Court in another unrelated matter in another
16 motion to withdraw. *See* Notice of Withdrawal, Amended Certificate of Mailing and Motion
17 to Withdraw, dated 2/22/13 and 2/13/13, respectively, attached hereto as Exhibit 1.

18 Also, the evidence overwhelmingly demonstrates Zandian maintained the same address
19 John Peter Lee provided to the Court, even after Zandian allegedly moved to France in August
20 2011, and the evidence similarly demonstrates Zandian continued to live in the United States,
21 not France. *See* Exhibit 2 (check from Golden Enterprises to Zandian at 8775 Costa Verde
22 Blvd, San Diego, CA, dated 10/31/12 and endorsed by Zandian); Exhibit 3 (check from
23 Golden Enterprises to Zandian at 8775 Costa Verde Blvd, San Diego, CA, dated 1/30/13 and
24 endorsed by Zandian); Exhibit 4 (Wells Fargo withdrawal slip filled out and signed by
25 Zandian, dated 2/20/13 (Wells Fargo does not have any branches in France)); Exhibit 5 (check
26 from and signed by Zandian to John Peter Lee, dated 1/13/12, with 8775 Costa Verde Blvd,
27
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1 San Diego, CA, printed on the check); Exhibit 6 (checks, dated 11/28/11, 12/2/11, 1/25/12,
2 2/29/12, 3/1/12, 10/30/12, 1/15/13, showing Zandian maintained his 8775 Costa Verde Blvd,
3 San Diego, CA, address, including checks to the IRS and the Washoe County Treasurer);
4 Exhibit 7 (Wells Fargo bank statements from December 2011, March 2012 and April 2012
5 showing the 8775 Costa Verde Blvd, San Diego, CA, address); *see also* Exhibit 8 (Wells
6 Fargo/Visa statements, dated August 2011, August 2013, September 2013, October 2013
7 showing a San Diego address); Exhibit 9 (Visa statement, dated 4/10/13, showing Zandian
8 made four purchases in California on 3/15/13 which is the same date Zandian alleges he filed
9 the appeal with the French address); Exhibit 10 (Visa statements showing Zandian making
10 many purchases in California, not France, in September and October of 2011); Exhibit 11
11 (property summary screen for one of Zandian's Clark County properties currently listing his
12 8775 Costa Verde, San Diego, CA, address, not France); Exhibit 12 (checks, dated 1/25/12,
13 1/24/13, 2/21/13, 2/24/13 and 6/30/13, from Zandian to the Secretary of State of California,
14 United States Treasury, Employment Development Department, and the Internal Revenue
15 Service, all with the 8775 Costa Verde, San Diego, CA, address, and all of the checks are
16 written for Optima Technology Corp, which is another named defendant in this matter).
17
18

19 Also, there is no doubt Zandian had personal knowledge about this lawsuit. He filed
20 several papers and pleadings and paid his lawyer for this matter before his alleged move to
21 France. *See* Zandian's filings in this matter; *see also* Exhibit 13, which is a March 31, 2011
22 check Zandian wrote to John Peter Lee, which clearly shows Zandian hand wrote "Zandian v.
23 Margolin" on the "For" line.
24

25 Zandian has not provided any evidence that he lived in France at any time from August
26 2011 to the present. No affidavit is attached to the motion to set aside. No evidence is
27 attached to the motion to set aside. A French address on a notice of appeal in another matter is
28 not evidence. More importantly, as demonstrated above, Zandian continued to maintain his

San Diego address and continued to live in the United States at all times relevant to the default judgment. Therefore, Zandian continued to receive notice¹ of all of the papers, pleadings and motions in this matter and he simply chose to ignore this matter. As a result, the default should be upheld.

II. The Default Judgment Is The Proper Sanction For Failure To Make Discovery Due To Zandian's Willfulness, Bad Faith, And Fault And Not Due To Inability

On December 14, 2012, Plaintiff served Zandian with a motion for sanctions under NRCP 37, as Zandian had failed to respond to written discovery and he failed to respond to the Plaintiff's efforts to meet and confer regarding his failure to respond to the written discovery. See Motion for Sanctions, dated 12/14/12, on file herein. Zandian also failed to respond to the motion for sanctions. On January 15, 2013, the Court granted the motion for sanctions, struck Zandian's General Denial, and awarded Plaintiff his fees and costs related to the motion.

"NRCP 37(b)(2)(C) grants the district court authority to strike the pleadings in the event that a party fails to obey a discovery order." *Foster v. Dingwall*, 227 P.3d 1042, 1048 (Nev. 2010). "In addition, [the Nevada Supreme] court has upheld entries of default where litigants are unresponsive and engage in abusive litigation practices that cause interminable delays." *Id.* (citations omitted).

Zandian's discovery abuses and complete failure to respond evidences his willful and recalcitrant disregard of the judicial process, which prejudiced Plaintiff. *Foster*, 227 P.3d at 1049 (citing *Hamlett v. Reynolds*, 114 Nev. 863, 865, 963 P.2d 457, 458 (1998) (upholding the district court's strike order where the defaulting party's "constant failure to follow [the court's] orders was unexplained and unwarranted"); *In re Phenylpropanolamine (PPA) Products*, 460

¹ Zandian fails to inform the Court as to how he all of a sudden came back from France and found out about the default judgment in this matter. Zandian fails to indicate how or where he found out about the default. The fact is Zandian continued to receive the papers, pleadings and motions in this matter. For reasons known only to Zandian, it is only now that Zandian resurfaces to again move the Court to set aside the default judgment.

1 F.3d 1217, 1236 (9th Cir.2006) (holding that, with respect to discovery abuses, “[p]rejudice
2 from unreasonable delay is presumed” and failure to comply with court orders mandating
3 discovery “is sufficient prejudice”).

4 In light of Zandian’s repeated and continued abuses, the policy of adjudicating cases on
5 the merits would not be furthered in this case, and the ultimate sanctions are necessary to
6 demonstrate to Zandian and future litigants that they are not free to act with wayward
7 disregard of a court’s orders. *Foster*, 227 P.3d at 1049. Moreover, Zandian’s failure to oppose
8 Plaintiff’s motion to strike the General Denial constitutes an admission that the motion was
9 meritorious. *Id.* (citing *King v. Carlidge*, 121 Nev. 926, 927, 124 P.3d 1161, 1162 (2005)
10 (stating that an unopposed motion may be considered as an admission of merit and consent to
11 grant the motion) (citing DCR 13(3)).

13 III. Zandian Has Not Shown Good Cause

14 NRCP 55(c) states that a default judgment may be set aside for “good cause shown”
15 “in accordance with Rule 60.” The “good cause” contemplated by Rule 55(c) does not
16 embrace inexcusable neglect. *See Intermountain Lumber & Bldrs. Supply, Inc. v. Glens Falls*
17 *Ins. Co.*, 83 Nev. 126, 424 P.2d 884 (1967).

18 As Zandian maintained his San Diego address and was fully aware of this action, it was
19 inexcusable for Zandian to ignore this action. Moreover, Zandian has failed to provide any
20 evidence of “good cause” to set aside the judgment. He has only alleged that his lawyer
21 provided the incorrect address and that he lived in France. He fails to provide any affidavit or
22 evidence that the address was incorrect or that he actually lived in France. He also fails to
23 rebut the fact that he continued to receive all papers and pleadings in this matter. The
24 presumption is that he did receive all papers in this matter, as manifested by the fact that he
25 knew about this case and knew about the default judgment and now seeks to set aside the
26 judgment.
27
28

1 Based upon the fact that Zandian knew about this case and continued to receive the
2 papers and pleadings from this matter, it was inexcusable for Zandian not to respond to the
3 earlier discovery requests and motions. In addition, Zandian has not shown a meritorious
4 defense to the claims asserted by the Plaintiff. Merely referring the Court back to Zandian's
5 prior motions to dismiss and general denial is not a demonstration of a meritorious defense.

6 Zandian has not demonstrated good cause. In fact, Zandian has only demonstrated
7 inexcusable neglect by his willful failure to respond to this action. Since a default judgment
8 normally must be viewed as available only when the adversary process has been halted
9 because of a non-responsive party, *Christy v. Carlisle*, 94 Nev. 651, 584 P.2d 687 (1978),
10 Zandian's motion must be denied.
11

12 **IV. Zandian Has Not Shown Mistake, Inadvertence, Surprise Or Excusable**
13 **Neglect**

14 NRCP 60(b) allows a judgment to be set aside when a party can show, mistake,
15 inadvertence, surprise or excusable neglect. *See Gutenberger v. Continental Thrift and Loan*
16 *Company*, 94 Nev. 173, 175, 576 P.2d 745 (1978); *see also State v. Consolidated Va. Mining*
17 *Co.*, 13 Nev. 194 (1878) (where corporation sued in four different but identical suits and
18 responded and defended two the corporation's lawyer filed affidavits showing the corporation
19 was not even aware of the other two suits due to an honest mistake was sufficient to justify
20 setting aside default judgments in the two suits); *Cicerchia v. Cicerchia*, 77 Nev. 158, 360
21 P.2d 839 (1961) (court has wide discretion in determining what neglect is excusable and what
22 is inexcusable).
23

24 Zandian seeks relief under Rule 60(b) based only on excusable neglect. *See Motion to*
25 *Set Aside*, dated 12/19/13, 8:14-19. More specifically, Zandian claims John Peter Lee
26 provided this Court with an incorrect address when he withdrew and that Zandian never
27 received any pleadings or discovery in this matter after April 26, 2012. *See id.* at 9:12-16.
28

1 However, the evidence demonstrates that John Peter Lee did provide a correct address.
2 Also, Zandian has failed to set forth specific, objective facts and evidence to substantiate his
3 allegations that he did not receive his mail or that he moved to France. The evidence is that he
4 did receive all of the pleadings and papers on file herein at his San Diego address. In addition,
5 Zandian knew this matter was ongoing and willfully ignored all the papers he received.
6 Therefore, Zandian's failure to respond to Plaintiff's written discovery and failure to oppose
7 Plaintiff's Motion for Sanctions and Application for Entry of Default Judgment were not due
8 to circumstances that constitute excusable neglect under NRCPC 60(b).
9

10 It is inexcusable for Zandian to willfully ignore and refuse to respond to the discovery,
11 motions or applications filed in this matter. Thus, because Zandian maintained his San Diego
12 address and knew about this matter and willfully ignored and delayed this case, Zandian has
13 not and cannot set forth any facts or evidence that would demonstrate that he promptly applied
14 to remove the judgment, lacked intent to delay the proceedings, was ignorant of the procedures
15 of the court or had good faith. *See Ogle v. Miller*, 87 Nev. 573, 576, 491 P.2d 40, 42 (1971).
16 Zandian's motion must be denied.
17

18 **V. Zandian Has Not Demonstrated A Meritorious Defense**

19 To demonstrate a meritorious defense, Zandian must show (1) admissible testimony or
20 affidavits that, if true, would tend to establish a defense to all or part of the claims for relief
21 asserted by Plaintiff; (2) the opinion of counsel based upon facts related to him that a
22 meritorious defense exists to all or part of the claims asserted; (3) a responsive pleading in
23 good faith that, if true, would tend to establish a meritorious defense to all or part of the claims
24 for relief asserted; and (4) any combination of the above. *See Ogle*, 87 Nev. 573, 576, 491
25 P.2d 40. Zandian has failed to provide any of these things.
26

27 However, the requirement to show a meritorious defense has been overruled and is no
28 longer a requirement to set aside a judgment. *Epstein v. Epstein*, 113 Nev. 1401, 1405, 950

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P.2d 771, 773 (1997). Nevertheless, Zandian's motion to set aside alleges there is a meritorious defense.

Zandian points to his June 9, 2011 and November 16, 2011 motions to dismiss and his March 5, 2012 General Denial as evidence of a meritorious defense. However, all of Zandian's motions to dismiss only dealt with personal service and personal jurisdiction, not the claims at issue. Zandian's motions to dismiss did not set forth any facts regarding the claims in the Complaint or Amended Complaint. In addition, Zandian's General Denial is just that, a general denial. The General Denial fails to provide any affirmative defenses to the claims at issue. In short, Zandian has never demonstrated a meritorious defense to any of the claims at issue in this matter. This is because Zandian does not have a meritorious defense.


VI. Conclusion

For the reasons stated above, Mr. Margolin respectfully requests that this Court deny Mr. Zandian's motion to set aside the default judgment.

AFFIRMATION PURSUANT TO NRS 239B.030

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

Dated this 9th day of January, 2014.

BY: 
Matthew D. Francis (6978)
Adam P. McMillen (10678)
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 P 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, **OPPOSITION TO MOTION TO SET ASIDE**
5 **DEFAULT JUDGMENT**, addressed as follows:

6
7 Reza Zandian
8 8775 Costa Verde Blvd.
9 San Diego, CA 92122

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

10 Reza Zandian
11 8775 Costa Verde Blvd, Apt. 501
12 San Diego, CA 92122

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

13 Alborz Zandian
14 9 Almanzora
15 Newport Beach, CA 92657-1613

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

16 Reza Zandian
17 8401 Bonita Downs Road
18 Fair Oaks, CA 95628

Johnathon Fayeghi, Esq.
Hawkins Melendrez
9555 Hillwood Dr. Suite 150
Las Vegas, NV 89134
Counsel for Reza Zandian

19 Optima Technology Corp.
20 A California corporation
21 8401 Bonita Downs Road
22 Fair Oaks, CA 95628

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Dated: January 9, 2014

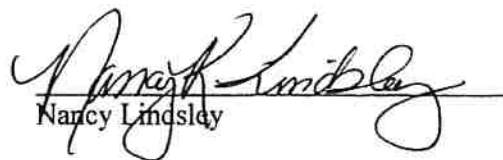

Nancy Lindsley

Exhibit 1

Exhibit 1

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CERTIFICATE OF MAILING

I hereby certify that on the 22 day of February, 2013, I caused to be served a true and correct copy of the foregoing JOHN PETER LEE, LTD.'S MOTION TO WITHDRAW FROM REPRESENTATION OF APPELLANT GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN on the following person(s) by the following method(s) pursuant to NRCP 5(b):

Stanley W. Parry
100 North City Parkway, Ste. 1750
Las Vegas, Nevada 89106

Elias Abrishami
P.O. Box 10476
Beverly Hills, California 90213

Ryan E. Johnson, Esq.
Watson & Rounds
10000 W. Charleston Blvd. Ste. 240
Las Vegas, Nevada 89135

Reza Zandian
8775 Costa Verde Blvd.
San Diego, California 92122

- By placing a true and correct copy of the above-mentioned document(s) in a sealed envelope, first class postage fully pre-paid, in the United States mail;
- By facsimile transmission only, pursuant to the amendment to the Eighth Judicial District Court Rule 7.26, by faxing a true and correct copy of the same to each at the facsimile number(s) indicated above.



An employee of
JOHN PETER LEE, LTD.

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2 GHOLAMREZA ZANDIAN JAZI, also
3 known as REZA ZANDIAN, individually,

No. 61694

4 Plaintiff,

Electronically Filed
Feb 14 2013 08:51 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

5 v.

6 FIRST AMERICAN TITLE COMPANY, a
7 Nevada business entity; JOHNSON SPRING
8 WATER COMPANY, LLC, formerly known
9 as BIG SPRING RANCH, LLC, a Nevada
10 Limited Liability Company, FRED SADRI,
11 Trustee of the Star Living Trust, RAY
12 KOROGHLI, individually, and ELIAS
13 ABRISHAMI, individually,

10 Defendants.

11 AND ALL RELATED COUNTERCLAIMS
12 AND THIRD-PARTY CLAIMS

13 1334.024072-4d

14 **AMENDED CERTIFICATE OF MAILING**

14 I hereby certify that on the 13 day of February, 2013, I caused to be served a true and correct
15 copy of the foregoing JOHN PETER LEE, LTD.'S MOTION TO WITHDRAW FROM
16 REPRESENTATION OF APPELLANT GHOLAMREZA ZANDIAN JAZI also known as REZA
17 ZANDIAN on the following person(s) by the following method(s) pursuant to NRCP 5(b):

18 Stanley W. Parry
19 100 North City Parkway, Ste. 1750
Las Vegas, Nevada 89106

Elias Abrishami
P.O. Box 10476
Beverly Hills, California 90213

20 Ryan E. Johnson, Esq.
21 Watson & Rounds
22 10000 W. Charleston Blvd. Ste. 240
Las Vegas, Nevada 89135

Reza Zandian
8775 Costa Verde Blvd.
San Diego, California 92122

23 By placing a true and correct copy of the above-mentioned document(s) in a sealed envelope,
24 first class postage fully pre-paid, in the United States mail;

25 By facsimile transmission only, pursuant to the amendment to the Eighth Judicial District
26 Court Rule 7.26, by faxing a true and correct copy of the same to each at the facsimile number(s)
27 indicated above.

28 

An employee of
JOHN PETER LEE, LTD.

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IN THE SUPREME COURT OF THE STATE OF NEVADA

GHOLAMREZA ZANDIAN JAZI, also known as REZA ZANDIAN, individually,

Plaintiff,

v.

FIRST AMERICAN TITLE COMPANY, a Nevada business entity; JOHNSON SPRING WATER COMPANY, LLC, formerly known as BIG SPRING RANCH, LLC, a Nevada Limited Liability Company, FRED SADRI, Trustee of the Star Living Trust, RAY KOROGHLI, individually, and ELIAS ABRISHAMI, individually,

Defendants.

AND ALL RELATED COUNTERCLAIMS AND THIRD-PARTY CLAIMS

1334.024072-td

No. 61694

JOHN PETER LEE, LTD.'S MOTION TO WITHDRAW FROM REPRESENTATION OF APPELLANT GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN

Filed 16 p.m.
H. P. K. Freeman
Clerk of Supreme Court

COMES NOW, the law firm of JOHN PETER LEE, LTD., (the Firm) and moves this Honorable Court for an Order to Withdraw from Representation of Appellant GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN.

This Motion is made pursuant to EDCR 7.40(b)(2). This Motion is based upon the following Points and Authorities, all pleadings and papers on file herein, and the Affidavit of counsel attached hereto.

DECLARATION OF COUNSEL IN SUPPORT OF JOHN PETER LEE, LTD.'S MOTION TO WITHDRAW FROM REPRESENTATION OF APPELLANT GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

JOHN PETER LEE, ESQ., states the following under the penalty of perjury:

1. Declarant has personal knowledge of the matters stated herein, except as to those matters stated upon information and belief, and as to such matters, believes such matters to be true and is competent to testify to the same. Declarant is an attorney licensed to practice law in Nevada and is an attorney with the law firm of John Peter Lee, Ltd., which represents Appellant GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN.

1363

1 2. The law firm of John Peter Lee, Ltd., and all of its attorneys, hereby seek to withdraw
2 as attorneys of record for Appellant GHOLAMREZA ZANDIAN JAZI also known as REZA
3 ZANDIAN. Declarant files JOHN PETER LEE, LTD.'S MOTION TO WITHDRAW FROM
4 REPRESENTATION OF APPELLANT GHOLAMREZA ZANDIAN JAZI also known as REZA
5 ZANDIAN.

6 3. To the best of Declarant's knowledge and belief the last known address and telephone
7 number at which Plaintiffs may be served or reached with notice of further proceedings taken in this
8 action is:

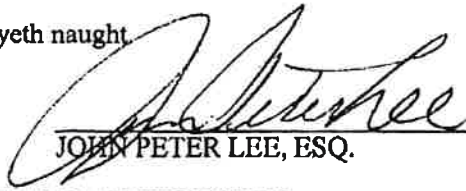
9 Reza Zandian
10 8775 Costa Verde Blvd.
11 San Diego, California 92122

12 4. The primary reason for requesting withdrawal is that the clients lack of
13 communication with our office.

14 5. There are also other reasons that the instant motion to withdraw as counsel is made;
15 however, Declarant does not wish to state said other reasons unless specifically compelled by the
16 Court, particularly because Declarant does not wish to reveal any more attorney-client privileged
17 information than that which is absolutely necessary in order for the Court to grant the instant motion
18 for withdrawal as counsel.

19 6. This Declaration is made in good faith.

20 FURTHERMORE, Declarant sayeth naught

21 
22 _____
23 JOHN PETER LEE, ESQ.

24 **POINTS AND AUTHORITIES**

25 Pursuant to EDCR 7.40(b)(2)(ii), Counsel in any case may be changed only ... (2) When no
26 attorney has been retained to replace the attorney withdrawing, by order of the court, granted upon
27 written motion, and

28 (i) If the application is made by the attorney, the attorney must
include in an affidavit the address, or last known address, at which
the client may be served with notice of further proceedings taken in
the case in the event the application for withdrawal is granted, and the
telephone number, or last known telephone number, at which the

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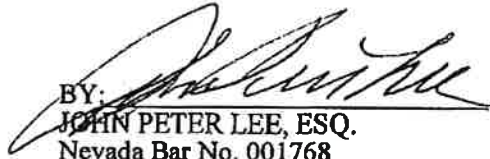
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client may be reached and the attorney must serve a copy of the application upon the client and all other parties to the action or their attorneys.

Pursuant to the above statutes and case law, John Peter Lee, Ltd. requests this Court for leave to withdraw as counsel for Appellant GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN as the Firm has complied with the requirements of the local rule for withdrawal, as attached and incorporated herein in the Declarant of counsel, John Peter Lee, Esq., setting forth the grounds for the Firm's Motion.

DATED this 13 day of February, 2013.

JOHN PETER LEE, LTD.

BY: 

JOHN PETER LEE, ESQ.
Nevada Bar No. 001768
830 Las Vegas Boulevard South
Las Vegas, Nevada 89101
Ph: (702) 382-4044/Fax: (702) 383-9950
Attorneys for Appellant

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CERTIFICATE OF MAILING

I hereby certify that on the 13 day of February, 2013, I caused to be served a true and correct copy of the foregoing JOHN PETER LEE, LTD.'S MOTION TO WITHDRAW FROM REPRESENTATION OF APPELLANT GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN on the following person(s) by the following method(s) pursuant to NRCP 5(b):


Stanley W. Parry
100 North City Parkway, Ste. 1750
Las Vegas, Nevada 89106

Elias Abrishami
P.O. Box 10476
Beverly Hills, California 90213

Ryan E. Johnson, Esq.
Watson & Rounds
10000 W. Charleston Blvd. Ste. 240
Las Vegas, Nevada 89135

By placing a true and correct copy of the above-mentioned document(s) in a sealed envelope, first class postage fully pre-paid, in the United States mail;

By facsimile transmission only, pursuant to the amendment to the Eighth Judicial District Court Rule 7.26, by faxing a true and correct copy of the same to each at the facsimile number(s) indicated above.


An employee of
JOHN PETER LEE, LTD.

1366

Exhibit 2

Exhibit 2

BLUE AREA OF DOCUMENT HAS PANTOGRAPH FEATURE. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT ANGLE TO VIEW

GOLDEN ENTERPRISES, INC.
P O BOX 2580
MANCHESTER, CT 06043

PAYABLE DATE
10/31/2012

CHECK NUMBER
76013421

10-100
453

PAYABLE AT THE BANK OF NEW YORK MELLON
IN U.S. DOLLARS

001 450 38101010
ZANDIAN-REZA-0100

00009059 01 MB 0.404 01 TR 00035 802DBA01 010000

PAY TO THE
ORDER OF

REZA ZANDIAN &
NILOOFAR FOUGHANI
JT TEN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO CA 92122



PAY *****\$0.13

[Signature]
AUTHORIZED SIGNATURE

11601: 12309574

2446277923

ENCLOSURE
P. N. V. I. L. I. F. I. N. O. S. I. N. I. N.
1

REQUEST 00005530881000000 0.13
ROLL ECIA 20130220 000002446277923+
JOB ECIA P ACCT 0000000001239574
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

3

Exhibit 3

Exhibit 3

Golden Enterprises, Inc.

The Bank of New York Mellon
Pittsburgh, Pennsylvania

62-166
433

PLEASE DEPOSIT THIS CHECK PROMPTLY

Pay to REZA ZANDIAN
& NILOOFAR FOUGHANI JT TEN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO CA 92122

Check Number 0040800641

30 Jan 2013

\$****0.13****

The sum of \$****ONLY THIRTEEN CENTS****

Computershare Shareowner Services LLC
Authorized Paying Agent

Computershare Shareowner Services LLC
480 Washington Blvd, Jersey City, NJ 07310

1601: 136-1650*

82450211

2446277922



DO NOT WRITE ON NEW RE. (CV 14) LINE
PRINT SIGNATURE
Read the instructions on the back of the check.

THIS PAPER CHECK HAS A WATERMARK. DO NOT ACCEPT WITHOUT NOTING CHECK LINK VIA READER. HOLD TO LIGHT TO VERIFY WATERMARK

REQUEST 00005530881000000 0.13
ROLL ECIA 20130220 000002446277922+
JOB ECIA P ACCT 0000000001361650
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038



4



1373

Exhibit 4

Exhibit 4

Withdrawal/Retiro:

(Check One/ uno)

Checking/Cuenta de Cheques

Savings/Ahorros

Money Market Access

Command

7779



Account Number/
Numero de Cuenta

Date/Fecha

02/20/13

OK
Type: OK
Cash: OK
Amount: OK
To: OK
Via: OK

Wells Fargo Internal Use When Blank. Wells Fargo Conditional When Completed

Please print Name - / Letra de molde, Nombre
REZA ZANDIAN JAZI

I authorize this withdrawal and acknowledge receipt of the amount shown below /
Yo autorizo este retiro y reconozco haber recibido la cantidad mostrada abajo
Please sign in letter / Fírmalo / Favo de firmar en la presencia del cajero
una copia de lo que se requiere. Se pediran requisitos con estos de autorizaciones.

Please print Street Address, City, State, Zip Code / Letra de molde: Domicilio, Ciudad, Estado, Código Postal

X

TWO THOUSAND FIVE HUNDRED Dollars

\$ 2500.00

Bank Use Only (When SVT is Not Available) TLR230 (09/11) 09/10 12518074

⑆ 7779⑆ ⑆ 500000694⑆

2446277926

REQUEST 00005530883000000 2500.00
ROLL ECIA 20130220 000002446277926
JOB ECIA P ACCT 1140002961476971
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 5

Exhibit 5

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8776 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

109

18-24/1220 4784
7091508020

1/13/2012
Date

Pay to the
Order of

Mr. John Peter Lee Esq.

\$ 3000⁰⁰

Three Thousand ⁰⁰/₁₀₀

Dollars



Wells Fargo Bank, N.A.
California
wellsfargo.com

For

334.024072

6920 00109 0000300000

BANK OF AMERICA, N.A. LUG
1220006614 E7895 94 P05
01/13/12

JOHN PETER LEE
ATTORNEY AT LAW
TRUST ACCOUNT
01 343 2244
FOR DEPOSIT ONLY
BANK OF AMERICA, N.A.
12200724

REQUEST 0000553089400000 3000.00
ROLLECIA 20120113 000008215853243
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 6

Exhibit 6

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-6340

102

18-24/1220 4784
7091505820

Dec 02 11

Date

Pay to the Order of **SCRIPTS CLINIC**

\$ 128.³⁰

One hundred twenty eight and 30/100 Dollars

WELLS FARGO
Wells Fargo Bank, N.A.
California
wellsfargo.com

For medical record number
7009284521

5920 00102

CREDIT TO ACCT OF PAYEE
LACK OF ENDORSEMENT
GUARANTEED 240-LBX 51507901

REQUEST 00005530894000000 128.30
ROLL ECIA 20111227 000008412179999
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-6340

Unless for cash
United States Treasury
This instrument
is non-negotiable

157

10-24/1220 4784
7091505820

10/30/2012
Date

Pay to the
Order of IRS

\$34.01

Thirty four and 01/100

Dollars



Wells Fargo Bank, N.A.
California
wellsfargo.com

For

05920# 00157 #0000003401#

00000033266
011113

W12911701107032367001330391754
201203 01112013

REQUEST 0000553089400000 34.01
ROLL ECIA 20130111 000008114613031
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8776 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

135

18-24/1220 4754
7091505920

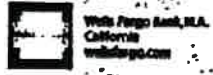
1/15/2013 Date

Pay to the Order of Washoe County Treasurer

\$ 240⁰⁰

Two Hundred Forty ⁰⁰/₁₀₀

Dollars



For APN 079-150-12

15920# 00135

8006 9487 022713 100
DEP ONLY WASHOE COUNTY
+12240724-000358040335

NO POSTAL SERVICE STAMPS ON THIS CHECK

Security Features: Security of funds, and include
 - Microprint: The top and bottom edges of the front and back of the check are printed with tiny, repeating characters.
 - Watermark: A watermark of the word "ONE" is visible in the background of the front and back of the check.
 - Color: The front and back of the check are printed with vibrant colors.
 - Security thread: A security thread is embedded in the paper of the check.
 - Fluorescence: The front and back of the check are printed with fluorescent ink that glows under ultraviolet light.

Do not cash a check if you see signs of tampering or if you see signs of damage to the check. Do not cash a check if you see signs of damage to the check. Do not cash a check if you see signs of damage to the check.

REQUEST 0000553089400000 240.00
ROLL ECIA 20130227 000008510367419
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 7

Exhibit 7

Wells Fargo Combined Statement of Accounts

Primary account number: 70818 ■ December 1, 2011 - December 31, 2011 ■ Page 1 of 3



G REZA ZANDIAN JAZI
 NILOOFAR FOUGHANI ZANDIAN
 8775 COSTA VERDE BLVD APT 217
 SAN DIEGO CA 92122-5340

Questions?

Available by phone 24 hours a day, 7 days a week:

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2832

華語 1-800-288-2288 (8 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (114)

P.O. Box 0985

Portland, OR 97228-8985

You and Wells Fargo

Thank you for being a Wells Fargo customer. We appreciate your business and understand that you are entrusting us with your banking needs. Let us assist you in finding the right accounts and services to help you reach your financial goals. Please visit us online at wellsfargo.com, call us at the number at the top of your statement, or visit any Wells Fargo store - we'd love to hear from you!

Summary of accounts

Checking and Savings

Account	Page	Account number	Ending balance last statement	Ending balance this statement
Wells Fargo Money Market Savings SM	1		20,095.16	0.00
Wells Fargo Money Market Savings SM	2		100.05	0.00
Total deposit accounts			\$20,195.21	\$0.00

Wells Fargo Money Market SavingsSM

Activity summary

Beginning balance on 12/1	\$20,095.16
Deposits/Additions	75.00
Withdrawals/Subtractions	- 20,170.16
Closing balance on 12/1	\$0.00

Account number: 1343970818

G REZA ZANDIAN JAZI

NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 121042882

Wells Fargo® Preferred Checking

Account number: 820 ■ March 7, 2012 - April 5, 2012 ■ Page 1 of 4



G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN
 8775 COSTA VERDE BLVD APT 217
 SAN DIEGO CA 92122-5340

Questions?

Available by phone 24 hours a day, 7 days a week:

1-800-TO-WELLS (1-800-669-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2832

華語 1-800-288-2288 (8 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (114)

P.O. Box 6985

Portland, OR 97228-6985

You and Wells Fargo

Keep things simple. Online Statements duplicate your traditional paper bank statement and are available anywhere, 24/7. More secure than mail - Online Statements can't get lost or misdirected to a previous residence and can be securely stored on disk. Reduce clutter and save the environment at the same time. With all of these advantages, who needs paper? Sign up for and view your Online Statements at wellsfargo.com.

Account options

A check mark in the box indicates you have these convenient services with your account. Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

- | | | | |
|--------------------|-------------------------------------|-----------------------|-------------------------------------|
| Online Banking | <input checked="" type="checkbox"/> | Direct Deposit | <input type="checkbox"/> |
| Online Bill Pay | <input checked="" type="checkbox"/> | Rewards Program | <input type="checkbox"/> |
| Online Statements | <input type="checkbox"/> | Auto Transfer/Payment | <input type="checkbox"/> |
| Mobile Banking | <input checked="" type="checkbox"/> | Overdraft Protection | <input checked="" type="checkbox"/> |
| My Spending Report | <input checked="" type="checkbox"/> | Debit Card | <input type="checkbox"/> |
| | | Overdraft Service | <input type="checkbox"/> |

Activity summary

Beginning balance on 3/7	\$200.67
Deposits/Additions	2,341.82
Withdrawals/Subtractions	- 2,199.68
Ending balance on 4/6	\$342.81

Account number: 7091505820

G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 121042882

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Saving

Exhibit 8

Exhibit 8

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 3

Ending In 7470
08/12/2011 to 09/09/2011

Balance Summary

Previous Balance	\$1,495.79
- Payments	\$669.38
- Other Credits	\$323.63
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$2,680.48
+ Fees Charged	\$0.00
+ Interest Charged	\$21.86
= New Balance	\$3,005.11
Total Credit Limit	\$2,900

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2265
 Outside the US Call Collect: 1-926-825-7600
 Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50308-0347

Total Available Credit \$0

Payment Information

New Balance	\$3,005.11
Minimum Payment	\$52.00
Overlimit Amount	\$105.11
Total Amount Due	\$157.11
Payment Due Date	10/05/2011

Send Payments To:
 PO Box 30088, Los Angeles CA, 90030-0088

Late Payment Warning: If we do not receive your Minimum Payment by 10/05/2011, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	17 years	\$9,060
\$104	3 years	\$3,732 (Savings of \$2,328)

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eco/bapcpa/ccde/cc_approved.htm or call 1-877-285-2108.

Important Information

YOUR BALANCE EXCEEDS YOUR CREDIT LIMIT. CALL 1-800-545-6583 OR VISIT WELLSFARGO.COM TO MAKE A PAYMENT. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

EFFECTIVE NOVEMBER 1, 2011, THE PLAN ADMINISTRATOR FOR TRAVEL ACCIDENT INSURANCE COVERAGE, PROVIDED ON ALL FLIGHTS AND OTHER COMMON CARRIER TRAVEL CHARGED TO YOUR WELLS FARGO CREDIT CARD, HAS CHANGED TO CBSI. CONTACT 1-800-642-4720 TO OBTAIN FURTHER DETAILS.

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	25,904
Credit Card Points Earned:	2,357
Check Card Points Earned:	228
Earn More Mail® Bonus Points:	0
Total Available Points:	28,489

We offer more rewards choices so you can choose a reward that suits your style. You'll find gift cards, cash rewards, travel, merchandise and even charitable contributions.

Track your points balance or get more information at www.WellsFargoRewards.com or by calling 1-877-517-1358.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

5596 YKG 1 7 6 110909 0 0 PAGE 1 of 3 1 0 5583 2000 2049 01065596

Continued

Detach and mail with check payable to Wells Fargo

Account Number 7470
 New Balance \$3,005.11
 Minimum Payment \$52.00
 Overlimit Amount \$105.11
 Total Amount Due \$157.11
 Payment Due Date 10/05/2011 YKG 4

374707

Amount Enclosed



WELLS FARGO CARD SERVICES
 PO BOX 30088
 LOS ANGELES CA 90030-0088

G R JAZI
 PO BOX 627874
 SAN DIEGO CA 92182-7874

Check here and see reverse for address and/or phone number correction.

1394

Wells Fargo Combined Statement of Accounts

Primary account number:

■ August 1, 2011 - August 31, 2011 ■ Page 1 of 7



Redacted Due To
Information
Falls Outside of
the Scope of
the Order

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
PO BOX 927674
SAN DIEGO CA 92192-7674

Questions?

Available by phone 24 hours a day, 7 days a week:

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932 TTY: 1-888-355-6052

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (825)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a Wells Fargo customer. We appreciate your business and understand that you are entrusting us with your banking needs. Let us assist you in finding the right accounts and services to help you reach your financial goals. Please visit us online at wellsfargo.com, call us at the number at the top of your statement, or visit any Wells Fargo store - we'd love to hear from you!

Account options

A check mark in the box indicates you have these convenient services with your account. Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	<input checked="" type="checkbox"/>	Direct Deposit	<input type="checkbox"/>
Online Bill Pay	<input checked="" type="checkbox"/>	Rewards Program	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>	Auto Transfer/Payment	<input checked="" type="checkbox"/>
Mobile Banking	<input type="checkbox"/>	Overdraft Protection	<input checked="" type="checkbox"/>
My Spending Report	<input checked="" type="checkbox"/>	Debit Card	<input type="checkbox"/>
		Overdraft Service	<input type="checkbox"/>

IMPORTANT ACCOUNT INFORMATION

Effective October 3, 2011, the Overdraft Protection Transfer/Advance fee from a linked Line of Credit will be \$12.50 per advance per day. If your eligible Line of Credit is providing Overdraft Protection to any of the following PMA checking accounts, the advance fee will continue to be waived: PMA Prime Checking, PMA Premier Checking, PMA Money Market Checking, or a PMA Checking.

Please refer to your Consumer Account Fee and Information Schedule for additional information regarding the accounts that are eligible to provide Overdraft Protection for your checking account.

G REZA ZANDIAN JAZI
Account No. 761-2359760



For 24-Hour Customer Service Call:
1-800-946-2626
We accept Telecommunications Relay Service
calls.
Wells Fargo Online®: wells.fargo.com

See back for important information
about your account.

Please note that calling will not preserve your Billing
Rights. If you prefer to write, see back for address.

ACCOUNT SUMMARIES

PERSONAL LINE OF CREDIT STATEMENT

CREDIT LINE SUMMARY		ACCOUNT ACTIVITY SUMMARY		PAYMENT INFORMATION	
Credit Limit	\$8,600.00	Previous Balance	\$8,177.51	New Balance	\$7,937.86
Available Credit	\$562.00	Payments/Credits	-\$326.00	Minimum Payment Due	\$163.00
Statement Closing Date	August 20, 2013	Advances/Other Activity	\$0.00	Payment Due Date	September 14, 2013
		Fees Charged	\$0.00		
		Interest Charged	\$86.35		
		New Balance	\$7,937.86		

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional advances on this account and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	24 years	\$18,635
\$266	3 years	\$9,561 (Savings = \$7,074)

If you would like information about credit counseling services, refer to:
www.usdoj.gov/usdoj/bepcpa/codes/foia_approved.htm or call 877-265-2106.

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$25.00 late fee.

Payoff Request Information: Balances include unpaid interest charges, and other unpaid fees and charges. The New Balance owed is not a payoff amount. Please, contact Customer Service at 1-800-946-2626 for an accurate payoff.

TRANSACTIONS

Post Date	Trans Date	Reference	Description	Amount
07/27	07/27	P9081008H0A8XNQD3	ONLINE PAYMENT	-\$326.00
FEES				
TOTAL FEES FOR THIS PERIOD				\$0.00
INTEREST CHARGED				
08/20	08/20		Interest Charged on Advances	\$86.35
TOTAL INTEREST FOR THIS PERIOD				\$86.35

2013 Totals Year-to-Date	
Total fees charged in 2013	\$76.00
Total interest charged in 2013	\$672.25

INTEREST CHARGE CALCULATION

YOU MAY PAY YOUR BALANCE IN FULL AT ANY TIME.

YOUR ANNUAL PERCENTAGE RATE (APR) IS THE ANNUAL INTEREST RATE ON YOUR ACCOUNT.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
ADVANCES	12.50% (v)	\$7,881.08	\$86.35

Notice: See reverse side for important information about your account.

5396 732 1 7 13 130820 0 PAGE 1 OF 2 1 0 9081 7610 P402 01R55594

Detach and mail with check payable to Wells Fargo.

Print address/phone changes below:

Home () _____

Account No. J59760
New Balance \$7,937.86
Minimum Payment Due \$163.00
Payment Due Date September 14, 2013

Payment Enclosed

\$ _____

0761235976000000153000000793786

WELLS FARGO CARD SERVICES YSG
PO BOX 30097 16
LOS ANGELES CA 90030-0097

G REZA ZANDIAN JAZI
PO BOX 927674
SAN DIEGO CA 92192-7674



1396

Wells Fargo Money Market SavingsSM

Account num 6971 ■ September 1, 2013 - September 30, 2013 ■ Page 1 of 3



G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN
 PO BOX 927674
 SAN DIEGO CA 92192-7674

Questions?

Available by phone 24 hours a day, 7 days a week

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (8 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (114)

P.O. Box 6885

Portland, OR 97228-8885

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Activity summary

Beginning balance on 8/1	\$42.29
Deposits/Additions	75.01
Withdrawals/Subtractions	- 0.00
Ending balance on 9/30	\$117.30

Account n: 6971

G REZA ZANDIAN JAZI

ALBORZ ZANDIAN

NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 121042882

Interest summary

Interest paid this statement	\$0.01
Average collected balance	\$112.29
Annual percentage yield earned	0.11%
Interest earned this statement period	\$0.01
Interest paid this year	\$0.13

Wells Fargo® Preferred Checking

Account number: 1920 ■ September 7, 2013 - October 4, 2013 ■ Page 1 of 4



G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN
 PO BOX 927674
 SAN DIEGO CA 92192-7674

Questions?

Available by phone 24 hours a day, 7 days a week:

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (8 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (114)

P.O. Box 6995

Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account. Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	<input checked="" type="checkbox"/>	Direct Deposit	<input type="checkbox"/>
Online Bill Pay	<input checked="" type="checkbox"/>	Auto Transfer/Payment	<input type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>	Overdraft Protection	<input checked="" type="checkbox"/>
Mobile Banking	<input checked="" type="checkbox"/>	Debit Card	
My Spending Report	<input checked="" type="checkbox"/>	Overdraft Service	<input type="checkbox"/>

You could go to Super Bowl XLVIII in NY/NJ, courtesy of Visa!
 Learn more by visiting wellsfargo.com/football

No purchase or obligation necessary to enter or win.

Activity summary

Beginning balance on 9/7	\$14.51
Deposits/Additions	0.00
Withdrawals/Subtractions	- 13.00
Ending balance on 10/4	\$1.51

Account number: 1920

G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 121042882

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

■ Savings - 00002981476971

WELLS FARGO

VISA

Account Number
Statement Billing Period
Page 1 of 2

Ending In 7470
10/12/2013 to 11/10/2013



Balance Summary

Previous Balance \$3,730.51
 - Payments
 - Other Credits
 + Cash Advances
 - Purchases, Balance Transfers & Other Charges
 + Fees Charged
 + Interest Charged
 = New Balance
 Total Credit Limit

24-Hour Customer Service: 1-800-842-4720
 TTY for Hearing/Speech Impaired: 1-800-410-2265
 Outside the US Call Collect: 1-825-625-7800
 Wells Fargo Online®: wells.fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50308-0347

Total Available Credit

Payment Information

New Balance
 Minimum Payment
 Payment Due Date

Wells Fargo Rewards® Program Summary

Rewards Balance as of:

The Rewards Balance is for Rewards ID 80003205990.
 This balance may be inclusive of other contributing Rewards accounts. For up-to-date Rewards Balance information, or more ways to earn and redeem your rewards, visit MyWellsFargoRewards.com or call 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
10/16	10/16	7446542830A95J41V	ONLINE PAYMENT	196.00	
10/22	10/22	7446542980A6L8J25	BRANCH PAYMENT CASH REF# DZE2KH5YTM	1,500.00	
Other Credits					
10/11	10/12	F5383008000AL294	REFUND OF LATE FEES	35.00	

Purchases, Balance Transfers & Other Charges

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD

Redirected Due To
 Information
 Falls Outside of
 the Scope of
 the Order

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

5584 790 1 7 4 133116 0 PAGE 1 OF 2 10 0302 2013 0049 01001116

Continued

Account Number
 New Balance
 Minimum Payment
 Payment Due Date

470

4707

YK0 #

Amount Enclosed

WELLS FARGO CARD SERVICES
 PO BOX 30088
 LOS ANGELES CA 90030-0088

Q R JAZZ
 PO BOX 622874
 SAN DIEGO CA 92162-7874

Check here and see reverse for address and/or phone number correction.

1399

G REZA ZANDIAN JAZI
Account No 19760



For 24-Hour Customer Service Call:
1-800-946-2628
We accept Telecommunications Relay Service
calls.
Wells Fargo Online®: wells Fargo.com

See back for important information
about your account.

Please note that calling will not preserve your Billing
Rights. If you prefer to write, see back for address.

PERSONAL LINE OF CREDIT STATEMENT

ACCOUNT SUMMARIES

CREDIT LINE SUMMARY		ACCOUNT ACTIVITY SUMMARY		PAYMENT INFORMATION	
Credit Limit	\$8,500.00	Previous Balance	\$8,043.51	New Balance	\$8,148.04
Available Credit	\$351.00	Payments/Credits	-\$353.00	Minimum Payment Due	\$177.00
Statement Closing Date	October 20, 2013	Advances/Other Activity	\$349.00	Payment Due Date	November 14, 2013
		Fees Charged	\$25.00		
		Interest Charged	\$83.53		
		New Balance	\$8,148.04		

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional advances on this account and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	24 years	\$17,061
\$272	3 years	\$9,809 (Savings = \$7,272)

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$25.00 late fee.

Payoff Request Information: Balances include unpaid interest charges, and other unpaid fees and charges. The New Balance owed is not a payoff amount. Please, contact Customer Service at 1-800-946-2628 for an accurate payoff.

If you would like information about credit counseling services, refer to:
www.usdoj.gov/ust/eo/bapcpa/ccdefcc_approved.htm or call 877-285-2108.

TRANSACTIONS

Post Date	Trans Date	Reference	Description	Amount
10/17	10/17	P908100920A8Z76DA	ONLINE PAYMENT	-\$153.00
10/18	10/18	P908100930A95GT3E	ONLINE ADVANCE	\$199.00
10/18	10/18	P908100830A95H04H	ONLINE ADVANCE	\$150.00
10/18	10/18	P908100930A85HT3T	ONLINE PAYMENT	-\$200.00
FEES				
10/14	10/14		LATE FEE	\$25.00
			TOTAL FEES FOR THIS PERIOD	\$25.00
INTEREST CHARGED				
10/20	10/20		Interest Charged on Advances	\$83.53
			TOTAL INTEREST FOR THIS PERIOD	\$83.53

2013 Totals Year-to-Date	
Total fees charged in 2013	\$125.00
Total interest charged in 2013	\$836.43

Notice: See reverse side for important information about your account.

5596 YSG 7 7 13 131020 0 PAGE 1 of 2 1 0 9081 7610 P602 01835596

Detach and mail with check payable to Wells Fargo.

Print address/phone changes below:

Home ()

Account No. 59760
New Balance \$8,148.04
Minimum Payment Due \$177.00
Payment Due Date November 14, 2013

Payment Enclosed

\$

076123597600000177000000814804

WELLS FARGO CARD SERVICES YSG
PO BOX 30097 18
LOS ANGELES CA 90030-0097

G REZA ZANDIAN JAZI
PO BOX 927874
SAN DIEGO CA 92192-7874



1400

Exhibit 9

Exhibit 9

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 3

Ending in 7470
03/12/2013 to 04/10/2013

Balance Summary

Previous Balance	\$1,646.09
- Payments	\$216.16
- Other Credits	\$0.00
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$2,372.57
+ Fees Charged	\$9.00
+ Interest Charged	\$46.34
= New Balance	\$3,842.84
Total Credit Limit	\$3,800

24-Hour Customer Service: 1-800-842-4720
TTY for Hearing/Speech Impaired: 1-800-419-2265
Outside the US Call Collect: 1-825-825-7600
Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:
PO Box 10347, Des Moines IA, 50308-0347

Total Available Credit \$0

Payment Information

New Balance	\$3,842.84
Minimum Payment	\$79.00
Overlimit Amount	\$42.84
Total Amount Due	\$121.84
Payment Due Date	05/05/2013

Send Payments To:
PO Box 30086, Los Angeles CA, 90030-0086

Late Payment Warning: If we do not receive your Minimum Payment by 05/05/2013, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	19 years	\$7,877
\$133	3 years	\$4,772 (Savings of \$3,105)

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/ea/bapcpa/ccde/cc_approved.htm or call 1-877-286-2108.

Important Information

YOUR BALANCE EXCEEDS YOUR CREDIT LIMIT. CALL 1-800-546-6583 OR VISIT WELLSFARGO.COM TO MAKE A PAYMENT. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	67,768
Points Earned:	2,373
Earn More Mail® Bonus Points:	0
Points Redeemed:	0
Total Available Points:	70,141

We offer more rewards choices so you can choose a reward that suits your style. You'll find gift cards, cash rewards, travel, merchandise and even charitable contributions.
Track your points balance or get more information at www.WellsFargoRewards.com or by calling 1-877-517-1358.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 YK3 L 7 6 130410 0 0 PAGE 1 of 3 10 5583 2000 R049 01DF5596

Detach and mail with check payable to Wells Fargo

Account Number 7470
New Balance \$3,842.84
Minimum Payment \$79.00
Overlimit Amount \$42.84
Total Amount Due \$121.84
Payment Due Date 05/05/2013

174709

YK3 4

Amount Enclosed



WELLS FARGO CARD SERVICES
PO BOX 30086
LOS ANGELES CA 90030-0086

G R JAZI
PO BOX 927674
SAN DIEGO CA 92192-7674

Check here and see reverse for address and/or phone number correction.

1403

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Billing Rights Summary. If you believe your bill is wrong (an "Error"), or if you need more information about a transaction on your bill, write to us on a separate sheet of paper as soon as possible at: P.O. Box 522, Des Moines, IA 50306-0522. We must hear from you no later than 60 days after we sent you the first bill on which the Error appeared. You may notify us using other means (including calling us at the number listed on the front of the statement), but doing so will not preserve your rights.

In your letter (a "Written Notice"), provide the following information:

- Your name and account number.
- The date and dollar amount of suspected Error.
- Description of the Error and why you believe there is an Error. If you need more information, please describe the item you are not sure about.

You do not have to pay any alleged Error amount while we are investigating, but you are still obligated to pay the parts of your bill that are not part of the alleged Error amount. While we investigate, we cannot report you as delinquent or take any action to collect the alleged error amount. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you believe is an Error. To stop the payment, your Written Notice must reach us three (3) business days before the automatic payment is scheduled to occur.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services you purchased with a credit card, and you have had in good faith to contact the merchant with the issue, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address and you have not paid the balance of the disputed charge. If we own or operate the merchant, or if we insured you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.

Credit Information: NOTICE: We may furnish information about your account to consumer reporting agencies. You have the right to dispute the accuracy of information that we have reported by writing to us at P.O. Box 14817, Des Moines, IA 50306-3517 and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to an identity theft, you will need to provide us with an identity theft report.

Payments: "Conforming Payments" are payments mailed using the enclosed envelope and payment coupon to the payment address specified on the statement or, generally, made via the "Transfer" tab or "Make a Payment" link on the credit card Account Activity tab @ Wells Fargo Online Banking at www.wellsfargo.com. Conforming Payments received via mail by 5:00 p.m. will be credited as of the date of receipt. Conforming Payments received after 5:00 p.m. will be credited as of the next day. Cut-off dates for Conforming Payments made via our Website will be disclosed at the time of the transaction. "Non-Conforming Payments" are payments made by any other means and may not receive credit for up to five days after the date of receipt. Non-Conforming payments exclude, but are not limited to, placing the provided service and payment coupon in another envelope.

Notice About Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Payment in Full for Less Than Account Balance Request: If you intend to pay your account in full with an amount less than the total owed on your account, you must send your request to us at P.O. Box 6071, Portland, OR 97208-6071. Such payments will not discharge your full bill.

How We Calculate Your Balance. We use a method called "average daily balance (including new purchases)". For more information regarding this calculation, please call our toll-free Customer Service number located on the front of this statement.

How to Avoid Paying Interest on Purchases. Your Payment Due Date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.

Secured Accounts. For Secured accounts, your credit card account is secured by a pledge of your Secured Card Collateral Account with Wells Fargo Bank, N.A. established in connection with your application for the card. You agree that this pledge includes and gives the right to Bank to redeem, collect and withdraw any part or the full amount of the Secured Card Collateral Account upon any default under your Secured credit card agreement, or in the event your Secured credit card agreement is terminated by Bank for any reason. This pledge is given as a security interest for any and all amounts you owe, including interest, fees and costs which may accrue under your Secured credit account. You agree that if your Secured credit card account is closed for any reason, this bank may apply funds in the Secured Card Collateral Account to pay off any balance on the credit card account. If there are still funds remaining in the Collateral Account after doing so, these funds may remain on deposit for up to 60 days before being returned to you.

Special Information for Colorado Residents. Colorado law requires Wells Fargo to offer you the option of signing a prior consent form. The signed prior consent permits Wells Fargo to release records of your accounts to the county department of social services or local law enforcement for the purpose of investigating known or suspected financial exploitation. Please contact us at the number listed on the front of this statement for a copy of the form.

Customer Service Monitoring. Some calls between bank employees and our customers may be monitored and recorded by supervisors to ensure quality of service.

INFORMACIÓN IMPORTANTE SOBRE SU CUENTA

Resumen de Derechos de Facturación. Si cree que hay algún error en su estado de cuenta (un "Error"), o si necesita más información sobre una transacción que aparece en su estado de cuenta, por favor escribanos en una hoja separada tan pronto como le sea posible, a la siguiente dirección: P.O. Box 522, Des Moines, IA 50306-0522. Debe comunicarse con nosotros dentro de 60 días de la fecha en que le hayamos enviado el primer estado de cuenta en que apareció el Error. Puede comunicarse con nosotros por otros medios (lo que incluye llamarnos al número que aparece en la parte del estado de cuenta) pero al hacerlo no preservará sus derechos.

En su carta (una "Notificación por Escrito"), por favor incluya la siguiente información:

- Su nombre y número de cuenta.
- La fecha y el monto dólares del Error del que sospecha.
- Una descripción del Error y la razón por la cual usted cree que es un Error. Si necesita más información, por favor describa el ítem del que no está seguro.

No tiene que pagar el monto del supuesto Error mientras lo investiguemos, pero seguirá obligado a pagar las porciones del saldo de su cuenta que no forman parte del monto del supuesto Error. Mientras investiguemos, no podremos reportarlo en calidad de deudor moroso, ni tomar medidas para cobrar el monto del supuesto Error. Si nos ha autorizado a pagar su cuenta de tarjeta de crédito de manera automática desde su cuenta de cheques o de ahorros, puede suspender el pago por cualquier monto que crea que es un Error. Para suspender el pago, su Notificación por Escrito debe alcanzarlos tres (3) días hábiles antes del día en que está programado el pago automático.

Regla Especial para Compras con Tarjeta de Crédito: Si usted tiene algún problema con la calidad de los bienes o servicios que adquirió con una tarjeta de crédito, y ha intentado de buena fe resolver el problema con el comerciante, quizá no tenga que pagar el monto restante adeudado por los bienes o servicios. Usted cuenta con esta protección solamente si el precio de compra superó a los \$50 y la compra fue realizada en el estado en que reside o a una distancia no superior a 100 millas de su dirección postal, y siempre que no haya pagado el saldo del cargo en disputa. Si tomó los prepagos u operaciones de dicho comercio, o si le enviaron por correo un anuncio publicitario de los bienes o servicios, todas las compras serán cubiertas, sin importar el monto o lugar de la compra.

Información de Crédito. AVISO: Podemos dar información sobre su cuenta a las agencias de informes sobre consumidores. Usted tiene el derecho a cuestionar la exactitud de la información reportada por nosotros al escribir a la siguiente dirección: P.O. Box 14817, Des Moines, IA 50306-3517. En su carta, deberá describir la información específica que sea incorrecta o en disputa, y fundamentar cualquier disputa con documentación de respaldo. Si consideramos que se trata de información relacionada con el robo de identidad, deberá enviarnos una denuncia de robo de identidad correspondiente.

Pagos. Los "Pagos en Conformidad" son pagos enviados con el sobre adjunto y botón de pago a la dirección de pago especificada en el estado de cuenta o en general a través de la ficha "Transfer" (sólo disponible en inglés) o "Make a Payment" en la ficha "Account Activity" (sólo disponible en inglés) de los servicios bancarios por Internet de Wells Fargo en www.wellsfargo.com. Los Pagos en Conformidad recibidos por correo a más tardar a las 5 p.m. serán acreditados a la fecha de su recibo. Los Pagos en Conformidad recibidos después de las 5 p.m. serán acreditados al día siguiente. Los Pagos en Conformidad realizados a través de nuestro sitio Web serán recibidos al momento de la transacción. Los "Pagos no conformes" son pagos efectuados por cualquier otro medio y es posible que no reciban crédito durante hasta 5 días después de la fecha de recibo. Los Pagos no conformes incluyen, sin limitación, poner el sobre proporcionado y botón de pago en otro sobre.

Aviso Sobre Conversión de Cheques Electrónicos: Al proporcionar un cheque como forma de pago, usted nos da su autorización para utilizar la información de su cheque a fin de realizar una sola transferencia electrónica de su cuenta o procesar el pago como una transacción de cheque. Cuando nosotros usamos la información de su cheque para realizar una transferencia electrónica de fondos, los mismos podrán ser retirados de su cuenta tan rápido como el mismo día en que recibimos su pago, y su institución financiera no le regresará su cheque.

Pago Total por un Monto Menor al Saldo de la Cuenta: Si usted desea liquidar la totalidad del saldo de su cuenta por un monto inferior al monto total adeudado en su cuenta, deberá enviarnos su solicitud a la siguiente dirección: P.O. Box 6071, Portland, OR 97208-6071. Dichos pagos no cancelarán la totalidad de su deuda.

Cómo Calculamos Su Saldo. Usamos un método denominado "saldo diario promedio (incluyendo nuevas compras)". Para más información acerca de este cálculo, por favor llame a nuestro número gratuito de Servicio al Cliente indicado al frente de este estado de cuenta.

Cómo Evitar Pagar Intereses sobre Compras. La Fecha de Venimiento del Pago es al menos 25 días después del cierre de cada periodo de facturación. No cargaremos intereses sobre las compras si usted paga la totalidad de su saldo a más tardar en la fecha de vencimiento de cada mes. Comunicaremos a cargo intereses sobre adelantos en efectivo y liquidaciones de saldo a la fecha de transacción.

Cuentas Garantizadas. Para Cuentas Garantizadas, su cuenta de tarjeta de crédito está garantizada por la entrega en prenda de su Cuenta Colateral de la Tarjeta Garantizada de Wells Fargo Bank, N.A., establecida en relación con su solicitud de la tarjeta. Usted conviene en que esta entrega en prenda incluye y da al Banco el derecho a redimir, cobrar y retirar cualquier parte o la totalidad del monto depositado en la Cuenta Colateral de la Tarjeta Garantizada en caso de cualquier acto de incumplimiento bajo su convenio de la tarjeta de crédito garantizada, o en caso de que dicho convenio sea terminado por el Banco, por cualquier motivo. Esta prenda se entrega como garantía de cada uno y todos los montos que usted adeude, incluidos los intereses, costas y costos que puedan acumularse bajo su Cuenta de Tarjeta de Crédito Garantizada. Usted está de acuerdo en que si su Cuenta de Tarjeta de Crédito Garantizada se cierra por cualquier razón, el Banco podrá aplicar los fondos mantenidos en la Cuenta Colateral de la Tarjeta Garantizada para liquidar cualquier saldo en la cuenta de tarjeta de crédito. Si después de hacerlo aún quedan fondos en la Cuenta Colateral, dichos fondos podrán permanecer en depósito durante hasta 60 días antes de que sean remitidos a usted.

Información Especial para los Residentes de Colorado. La ley de Colorado exige que Wells Fargo le ofrezca la opción de firmar un formulario de consentimiento previo. El formulario de consentimiento previo firmado autoriza a Wells Fargo a divulgar los registros de sus cuentas al departamento de servicios sociales del condado o a la agencia del orden público local para investigar explotación financiera conocida o presunta. Llámennos al número en el frente de este estado de cuenta para obtener una copia del formulario.

Monitoreo del Servicio al Cliente. Algunas llamadas entre los empleados del banco y nuestros clientes pueden ser monitoreadas y grabadas por los superiores para asegurar la calidad del servicio.

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Change of Address Form - If your address has changed, provide your complete new address below. Be sure to check box on reverse side of coupon and enclose it in the envelope provided. Please use this section only for address changes. If you have any questions, please call the toll-free customer service number on the front of this statement.
Formulario de Cambio de Dirección - Si su dirección ha cambiado, proporcione su nueva dirección completa abajo. Asegúrese de indicar el cuadro al dorso del cupón y adjúntelo en el sobre anexo. Por favor use esta sección solamente para cambios de dirección. Si tiene preguntas, por favor llame al número de Servicio al Cliente al frente de este estado de cuenta.

ACCOUNT FIRST NAME	ACCOUNT LAST NAME
NEW STREET ADDRESS	
PO BOX/ APT #	
CITY, STATE/ZIP	
HOME PHONE	WORK PHONE

1404

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 2 of 3

Ending In 7470
03/12/2013 to 04/10/2013

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
03/16	03/16	74465422C0A9164K2	ONLINE PAYMENT	20.00	
03/30	03/30	74465422S0A8X34KK	ONLINE PAYMENT	150.00	
03/30	03/30	74465422S0A8X55Y5	ONLINE PAYMENT	46.18	
TOTAL PAYMENTS FOR THIS PERIOD				\$216.18	

Purchases, Balance Transfers & Other Charges

03/10	03/12	244273328LMB17DT7	MOTHER'S MARKET & K IRVINE CA		11.08
03/11	03/12	243160627FYP6LEPW	SHELL OIL 57442723003 IRVINE CA		57.38
03/11	03/12	244273328LYJ3M2SQ	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.42
03/11	03/12	244273327LM88KAYA	MOTHER'S MARKET & K IRVINE CA		5.96
03/11	03/12	244273327LM88KA7X	MOTHER'S MARKET & K IRVINE CA		3.58
03/11	03/12	2444500275S839JXV	OC AUTO RENTAL NEWPORT BEACH CA		15.14
03/11	03/12	2444500275S839KOE	OC AUTO RENTAL NEWPORT BEACH CA		136.06
03/12	03/12	244273327LYJ3YKHT	MOTHER'S MARKET & K IRVINE CA		11.16
03/12	03/12	244273327LYJ3Z27R	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.42
03/13	03/13	24224432931T8H6MR	PANINI CAFE-IRVINE IRVINE CA		10.75
03/13	03/13	244273328LYJ4HGRB	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.42
03/13	03/13	244273328LYJ4H4H7	MOTHER'S MARKET & K IRVINE CA		4.40
03/13	03/13	244273328LYJ4H8P3	MOTHER'S MARKET & K IRVINE CA		9.48
03/13	03/13	2449398288B30SJD3	HEN HOUSE GRILL IRVINE CA		14.03
03/14	03/14	244273329LYJ54DX3	MOTHER'S KITCHEN-IRVIN IRVINE CA		4.25
03/14	03/14	244273329LYJ542GB	MOTHER'S MARKET & K IRVINE CA		4.28
03/14	03/14	24431062981B6WKTD	JOHN PETER LEE LTD 702-382-4044 NV		750.00
03/14	03/14	24445002A007VYMWV	WHOLEFDS JAM 10231 TUSTIN CA		10.69
03/14	03/14	24445002A2XH5M6Z2N	MARSHALLS #0658 IRVINE CA		17.26
03/15	03/15	24318052BFYR544S3	SHELL OIL 57442723003 IRVINE CA		70.65
03/15	03/15	244273328LYJ8REB5	MOTHER'S MARKET & K IRVINE CA		4.88
03/15	03/15	24445002B00913DHB	WHOLEFDS JAM 10231 TUSTIN CA		20.48
03/15	03/15	2444512A8PL480S9	RALPHS #0080 IRVINE CA		15.99
03/16	03/16	244273328LYJ5ZJM9	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.69
03/16	03/16	24431062Q8AS13DY3	CHIPOTLE 1441 NEWPORT BEACH CA		11.72
03/16	03/16	2444512Q8PNLXQ3B	RALPHS #0080 IRVINE CA		41.52
03/17	03/17	24493982Q8B30PFZV	HEN HOUSE GRILL IRVINE CA		24.39
03/18	03/18	244273328LYJ3FT2R	MOTHER'S KITCHEN-IRVIN IRVINE CA		16.72
03/18	03/18	24445002E007HMF8V	WHOLEFDS JAM 10231 TUSTIN CA		22.18
03/19	03/19	24164062FBO1A0419	EXXONMOBIL 97615868 IRVINE CA		27.00
03/19	03/19	244273328LYJ42LRM	MOTHER'S MARKET & K IRVINE CA		3.89
03/19	03/19	24445002F2FY5V2V	WHOLE SOME CHOICE MARKET IRVINE CA		19.42
03/20	03/20	24164072FLR7J6KN	TARGET 00003368 IRVINE CA		12.41
03/20	03/20	24224432G31T8E2BG	PANINI CAFE-IRVINE IRVINE CA		10.75
03/20	03/20	24323042FGTFVZ8PK	FLETCHER JONES MOTORCA NEWPORT BEACH CA		394.24
03/20	03/20	24427332FLYJ4FYRM	MOTHER'S MARKET & K IRVINE CA		34.57
03/20	03/20	24427332FLYJ4FZB7	MOTHER'S MARKET & K IRVINE CA		3.89
03/20	03/20	24427332FLYJ4GQBK	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.47
03/21	03/21	24164072G0HQ2B96F	ENTERPRISE RENT-A-CAR NEWPORT BEACH CA		34.35
03/21	03/21	24427332GLYJ4XJEA	MOTHER'S MARKET & K IRVINE CA		3.89
03/21	03/21	24431062H8AS13FD3	CHIPOTLE 1441 NEWPORT BEACH CA		11.72
03/22	03/22	24224432J01T85DBT	PANINI CAFE-IRVINE IRVINE CA		10.75
03/22	03/22	24427332HLYJ8BHOA	MOTHER'S MARKET & K IRVINE CA		4.88
03/22	03/22	24445002J2XJBA1YY	WHOLE SOME CHOICE MARKET IRVINE CA		32.94
03/23	03/23	24224432K90WA5FWQ	COFFEE BEAN STORE NEWPORT BEACH CA		4.26
03/24	03/24	24427332KLYJ3EWS8	MOTHER'S MARKET & K IRVINE CA		103.49
03/24	03/24	24427332KLYJ3F8TG	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.47
03/24	03/24	24445002L2XEV4QY7	IN-N-OUT BURGER #133 SANTA ANA CA		6.18
03/25	03/25	24224432M31T8QIKV	PANINI CAFE-IRVINE IRVINE CA		11.83
03/25	03/25	24431062M608S8TDV	CHIPOTLE 0805 SANTA ANA CA		7.24
03/26	03/26	24318052NFYBPQ73B	SHELL OIL 57442723003 IRVINE CA		86.97
03/26	03/26	24427332MLYJ4D4Q2	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.72
03/26	03/26	24427332MLYJ4QS7P	MOTHER'S MARKET & K IRVINE CA		10.81
03/26	03/26	24431062N809S9TJ8	CHIPOTLE 0805 SANTA ANA CA		9.29
03/27	03/27	24013392P01LPP675	CALIFORNIA FISH GRILL #2 IRVINE CA		9.71
04/01	04/01	24164072VM80RR19H	PETCO 523 63506234 NEWPORT BEACH CA		18.35
04/01	04/01	24224432W31T8QKRE	PANINI CAFE-IRVINE IRVINE CA		12.00
04/01	04/01	24427332VLYJ41A86	MOTHER'S MARKET & K IRVINE CA		33.38
04/01	04/01	24427332VLYJ41NH3	MOTHER'S KITCHEN-IRVIN IRVINE CA		7.00
04/01	04/01	24427332VLYJ4182S	MOTHER'S MARKET & K IRVINE CA		5.55
04/02	04/02	24129422X2X48WDW4	CULVER AUTO SPA IRVINE CA		12.99
04/02	04/02	24224432X31T8E7HN	PANINI CAFE-IRVINE IRVINE CA		12.00
04/02	04/02	24427332WLYJ42HGT	MOTHER'S KITCHEN-IRVIN IRVINE CA		7.00
04/02	04/02	24427332WLYJ42207	MOTHER'S MARKET & K IRVINE CA		5.43
04/02	04/02	24785012X5V6X93MR	CROWN ACE HARDWARE IRVINE CA		16.00
04/03	04/03	24071052X4K9T05MF	FRESH GRILLER - SANTA SANTA ANA CA		6.48
04/03	04/03	24427332XLYJ48ZQW	MOTHER'S MARKET & K IRVINE CA		4.88
04/04	04/04	24071052Y4K8DBWL4	FRESH GRILLER - SANTA SANTA ANA CA		11.44
TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD					\$2,372.67

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD \$0.00

Continued

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WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 3 of 3

Ending In 7470
03/12/2013 to 04/10/2013

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Interest Charged					
			INTEREST CHARGE ON PURCHASES		40.34
			INTEREST CHARGE ON CASH ADVANCES		0.00
TOTAL INTEREST CHARGED FOR THIS PERIOD					\$40.34

2013 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2013	\$35.00
TOTAL INTEREST CHARGED IN 2013	\$128.59

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.65%	\$3,351.38	30	\$40.34
CASH ADVANCES	23.99%	\$0.00	30	\$0.00

Wells Fargo News

Have you received a tax refund?
Wells Fargo wants to talk with you about payment options that are available. Please call 1-800-642-4720.

Get more out of your card without leaving your chair



Check out the online Credit Card Service Center today

Now you can manage your Wells Fargo® Credit Card 24/7.
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With just a few clicks, you can:

- Pay your credit card bill
- Switch to online-only statements
- Have ongoing bills paid with your card
- Add credit card features like Rapid Alerts¹
- Request additional cards
- Put a picture on your credit card²
- Track your expenses — and much more



It's that simple. See for yourself, today.

¹Service provider fees may apply. ²Wells Fargo reserves the right to deny certain images.
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1406

10

LEGAL DIMENSIONS
800-535-7753

1407

Exhibit 10

Exhibit 10

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 4

Ending in 7470
09/10/2011 to 10/11/2011

Balance Summary

Previous Balance	\$3,005.11
- Payments	\$5,469.90
- Other Credits	\$107.23
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$4,445.16
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,873.14

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2265
 Outside the US Call Collect: 1-925-825-7800
 Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50306-0347

Total Credit Limit \$2,900 Total Available Credit \$1,004

Payment Information

New Balance \$1,873.14
 Minimum Payment \$19.00
 Payment Due Date 11/05/2011

Send Payments To:
 PO Box 30066, Los Angeles CA, 90030-0066

Late Payment Warning: If we do not receive your Minimum Payment by 11/05/2011, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	14 years	\$3,598
\$65	3 years	\$2,325 (Savings of \$1,272)

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eo/bapcpa/ccde/cc_approved.htm or call 1-877-288-2108.

Important Information

REVISED AGREEMENT FOR ONLINE BANKING
 WE'VE UPDATED OUR ONLINE ACCESS AGREEMENT.
 TO SEE WHAT HAS CHANGED, PLEASE VISIT WWW.WELLSFARGO.COM/ONLINEUPDATES

EFFECTIVE NOVEMBER 1, 2011, THE PLAN ADMINISTRATOR FOR TRAVEL ACCIDENT INSURANCE COVERAGE, PROVIDED ON ALL FLIGHTS AND OTHER COMMON CARRIER TRAVEL CHARGED TO YOUR WELLS FARGO CREDIT CARD, HAS CHANGED TO CBSI. CONTACT 1-800-642-4720 TO OBTAIN FURTHER DETAILS.

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	28,489
Points Earned:	4,338
Earn More Miles® Bonus Points:	0
Bonus Points Earned:	0
Total Available Points:	33,465

We offer more rewards choices so you can choose a reward that suits your style. You'll find gift cards, cash rewards, travel, merchandise and even charitable contributions.
 Track your points balance or get more information at www.WellsFargoRewards.com or by calling 1-877-517-1358.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 YKG 1 7 6 111011 0 PAGE 1 of 4 10 5583 2000 R049 013P5596

Detach and mail with check payable to Wells Fargo

Account Number 7470
 New Balance \$1,873.14
 Minimum Payment \$19.00
 Payment Due Date 11/05/2011

74706

YKG 4

Amount Enclosed



WELLS FARGO CARD SERVICES
 PO BOX 30066
 LOS ANGELES CA 90030-0066

G R JAZI
 PO BOX 927874
 SAN DIEGO CA 92182-7874



Check here and see reverse for address and/or phone number correction.

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IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Billing Rights Summary. If you believe your bill is wrong (an "Error"), or if you need more information about a transaction on your bill, write to us on a separate sheet of paper as soon as possible at: P.O. Box 522, Des Moines, IA 50308-0522. We must hear from you no later than 90 days after we sent you the first bill on which the Error appeared. You may notify us through other means (including calling us at the number listed on the front of the statement), but doing so will not preserve your rights.

In your letter (a "Written Notice"), provide the following information:

- Your name and account number.
- The date and dollar amount of suspected Error.
- Description of the Error and why you believe there is an Error. If you need more information, please describe the item you are not sure about.

You do not have to pay any alleged Error amount while we are investigating, but you are still obligated to pay the parts of your bill that are not part of the alleged Error amount. While we investigate, we cannot report you as delinquent or take any action to collect the alleged Error amount. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you believe is an Error. To stop the payment, your Written Notice must reach us three (3) business days before the automatic payment is scheduled to occur.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address and you have not paid the balance of the disputed charge. If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.

Credit Information. NOTICE: We may furnish information about your account to consumer reporting agencies. You have the right to dispute the accuracy of information that we have reported by writing to us at P.O. Box 14517, Des Moines, IA 50308-3517 and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to an identity theft, you will need to provide us with an identity theft report.

Payments. "Conforming Payments" are payments mailed using the enclosed envelope and payment coupon to the payment address specified on the statement or, generally, made via the "Transfer" tab or "Make a Payment" link on the credit card Account Activity tab of Wells Fargo Online Banking at www.wellsfargo.com. Conforming Payments received via mail by 5:00 p.m. will be credited as of the date of receipt. Conforming Payments received after 5:00 p.m. will be credited as of the next day. Cut-off times for Conforming Payments made via our Web site will be disclosed at the time of the transaction. "Non-Conforming Payments" are payments made by any other means and may not receive credit for up to five days after the date of receipt. Non-Conforming payments include, but are not limited to, placing the provided envelope and payment coupon in another envelope.

Notice About Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Payment in Full for Less Than Account Balance Request: If you intend to pay your account in full with an amount less than the total owed on your account, you must send your request to us at: P.O. Box 5071, Portland, OR 97208-5071. Such payments will not discharge your full debt.

How We Calculate Your Balance. We use a method called "average daily balance (including new purchases)". For more information regarding this calculation, please call our toll-free Customer Service number located on the front of this statement.

How to Avoid Paying Interest on Purchases. Your Payment Due Date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.

Secured Accounts. For Secured accounts, your credit card account is secured by a pledge of your Secured Card Collateral Account with Wells Fargo Bank, N.A., established in connection with your application for the card. You agree that this pledge includes and gives the right to Bank to receive, collect and withdraw any part or the full amount of the Secured Card Collateral Account upon any default under your Secured credit card agreement, or in the event your Secured credit card agreement is terminated by Bank for any reason. This pledge is given as a security interest for any and all amounts you owe, including interest, fees and costs which may accrue under your Secured credit card account. You agree that if your Secured credit card account is closed for any reason, the bank may apply funds in the Secured Card Collateral Account to pay off any balance on the credit card account. If there are still funds remaining in the Collateral Account after doing so, these funds may remain on deposit for up to 60 days before being returned to you.

Special Information for Colorado Residents. Colorado law requires Wells Fargo to offer you the option of signing a prior consent form. The signed prior consent permits Wells Fargo to release records of your accounts to the county department of social services or local law enforcement for the purpose of investigating known or suspected financial exploitation. Please contact us at the number listed on the front of this statement for a copy of the form.

Customer Service Monitoring. Some calls between bank employees and our customers may be monitored and recorded by supervisors to ensure quality of service.

INFORMACIÓN IMPORTANTE SOBRE SU CUENTA

Resumen de Derechos de Facturación. Si cree que hay algún error en su estado de cuenta (un "Error"), o si necesita más información sobre una transacción que aparece en su estado de cuenta, por favor envíenos en una hoja separada tan pronto como le sea posible, a la siguiente dirección: P.O. Box 522, Des Moines, IA 50308-0522. Debemos comunicarnos con nosotros dentro de los 90 días de la fecha en que le hacemos enviado el primer estado de cuenta en que apareció el Error. Puede comunicarse con nosotros por otros medios (lo que incluye llamarnos al número que aparece en el frente del estado de cuenta) pero si hacerlo no preservará sus derechos.

En su carta (una "Notificación por Escrito"), por favor incluya la siguiente información:

- Su nombre y número de cuenta.
- La fecha y el monto en dólares del Error del que sospecha.
- Una descripción del Error y la razón por la cual usted cree que es un Error. Si necesita más información, por favor describa el ítem del que no está seguro.

No tiene que pagar el monto del supuesto Error mientras lo investigamos, pero seguirá obligado a pagar las porciones del saldo de su cuenta que no forman parte del monto del supuesto Error. Mientras investigamos, no podremos reportarlo en calidad de deudor moroso, ni tomar medidas para cobrar el monto del supuesto Error. Si nos ha autorizado a pagar su cuenta de tarjeta de crédito de manera automática desde su cuenta de cheques o de ahorros, puede suspender el pago por cualquier monto que crea que es un Error. Para suspender el pago, su Notificación por Escrito debe llegarnos tres (3) días hábiles antes del día en que está programado el pago automático.

Regla Especial para Compras con Tarjeta de Crédito: Si usted tiene algún problema con la calidad de los bienes o servicios que adquirió con una tarjeta de crédito, y ha intentado de buena fe resolver el problema con el comerciante, quizá no tenga que pagar el monto restante adeudado por los bienes o servicios. Usted cuenta con esta protección solamente si el precio de compra superó a los \$50 y la compra fue realizada en el estado en que reside o a una distancia no superior a 100 millas de su dirección postal, y siempre que no haya pagado el saldo del cargo en disputa. Si somos los propietarios u operadores de dicho comercio, o si le enviamos por correo un anuncio publicitario de los bienes o servicios, todas las compras están cubiertas, sin importar el monto o lugar de la compra.

Información de Crédito. AVISO: Podremos dar información sobre su cuenta a las agencias de informes sobre ocurrencias. Usted tiene el derecho a cuestionar la exactitud de la información reportada por nosotros a la siguiente dirección: P.O. Box 14517, Des Moines, IA 50308-3517. En su carta, deberá describir la información específica que sea inexacta o en disputa, y fundamentar cualquier disputa con documentación de respaldo. Si considera que se trata de información relacionada con el robo de identidad, deberá enviarnos una denuncia de robo de identidad correspondiente.

Pagos. Los "Pagos en Conformidad" son pagos enviados con el sobre adjunto y talón de pago a la dirección de pago especificada en el estado de cuenta o en general a través de la ficha "Transferir" (sólo disponible en inglés) o "Make a Payment" en la ficha "Account Activity" (sólo disponible en inglés) de los servicios bancarios por Internet de Wells Fargo en www.wellsfargo.com. Los Pagos en Conformidad recibidos por correo a más tardar a las 5 p.m. serán acreditados a la fecha de su recibo. Los Pagos en Conformidad recibidos después de las 5 p.m. serán acreditados al día siguiente. Los pagos de línea para Pagos en Conformidad realizados a través de nuestro sitio Web serán acreditados al momento de la transacción. Los Pagos en Incumplimiento son pagos efectuados por cualquier hora de línea para Pagos en Conformidad realizados a través de nuestro sitio Web antes de las 5 p.m. Los Pagos en Incumplimiento no tienen límite de monto y el pago de pago en otro medio y es posible que no reciban crédito durante hasta 5 días después de la fecha de recibo. Los Pagos en Incumplimiento incluyen, sin limitación, el sobre proporcionado y talón de pago en otro sobre.

Aviso Sobre Conversión de Cheques Electrónicos: Al proporcionar un cheque como forma de pago, usted nos da su autorización para utilizar la información de su cheque a fin de realizar una sola transferencia electrónica de su cuenta o procesar el pago como una transacción de cheque. Cuando nosotros usamos la información de su cheque para realizar una transferencia electrónica de fondos, los fondos podrán ser retirados de su cuenta tan rápido como el mismo día en que recibamos su pago, y su institución financiera no le regresará su cheque.

Pago Total por un Monto Inferior al Saldo de la Cuenta: Si usted planea liquidar la totalidad del saldo de su cuenta por un monto inferior al monto total adeudado en su cuenta, deberé enviarnos su solicitud a la siguiente dirección: P.O. Box 5071, Portland, OR 97208-5071. Dichos pagos no cancelarán la totalidad de su deuda.

Cómo Calculamos Su Saldo. Usamos un método denominado "saldo diario promedio (incluyendo nuevas compras)". Para más información acerca de este cálculo, por favor llame a nuestro número gratuito de Servicio al Cliente indicado al frente de este estado de cuenta.

Cómo Evitar Pagar Intereses sobre Compras. La Fecha de Vencimiento del Pago es al menos 25 días después del cierre de cada período de facturación. No cargaremos intereses sobre sus compras si usted paga la totalidad de su saldo a más tardar en la fecha de vencimiento de cada mes. Comenzaremos a cargar intereses sobre adelantos en efectivo y transferencias de saldo a la fecha de transacción.

Cuentas Garantizadas. Para Cuentas Garantizadas, su cuenta de tarjeta de crédito está garantizada por la entrega en prenda de su Cuenta Colateral de la Tarjeta Garantizada de Wells Fargo Bank N.A., establecida en relación con su solicitud de la tarjeta. Usted conviene en que esta entrega en prenda incluye y da al Banco el derecho a recibir, cobrar y retirar cualquier parte o la totalidad del monto depositado en la Cuenta Colateral de la Tarjeta Garantizada en caso de cualquier acto de incumplimiento bajo su convenio de la tarjeta de crédito garantizada, o en caso de que dicho convenio sea bajo su Cuenta de Tarjeta de Crédito Garantizada. Usted está de acuerdo en que si su Cuenta de Tarjeta de Crédito Garantizada es cerrada por cualquier razón, el dinero podrá aplicarse a fondos mantenidos en la Cuenta Colateral de la Tarjeta Garantizada para liquidar cualquier saldo en la cuenta de tarjeta de crédito. Si después de hacerlo aún quedan fondos en la Cuenta Colateral, dichos fondos podrán permanecer en depósito durante hasta 60 días antes de que sean remitidos a usted.

Información Especial para los Residentes de Colorado. La ley de Colorado exige que Wells Fargo le ofrezca la opción de firmar un formulario de consentimiento previo. El formulario de consentimiento previo firmado autoriza a Wells Fargo a divulgar los registros de sus cuentas al departamento de servicios sociales del condado o a la agencia de orden público local para investigar explotación financiera conocida o presunta. Llámese al número en el frente de este estado de cuenta para obtener una copia del formulario.

Monitoreo del Servicio al Cliente. Algunas llamadas entre los empleados del banco y nuestros clientes pueden ser monitoreadas y grabadas por los supervisores para asegurar la calidad del servicio.

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Change of Address Form - If your address has changed, provide your complete new address below. Be sure to check box on reverse side of coupon and enclose in the envelope provided. Please use this section only for address changes. If you have any questions, please call the toll-free customer service number on the front of this statement.

Formulario de Cambio de Dirección - Si su dirección ha cambiado, proporcione su nueva dirección completa abajo. Asegúrese de indicar el cuadro al dorso del cupón y adjúntelo en el sobre anexo. Por favor use esta sección solamente para cambios de dirección. Si tiene preguntas, por favor llame al número de Servicio al Cliente al frente de este estado de cuenta.

ACCOUNT FIRST NAME	<input type="text"/>	ACCOUNT LAST NAME	<input type="text"/>
NEW STREET ADDRESS	<input type="text"/>	<input type="text"/>	<input type="text"/>
PO BOX / APT #	<input type="text"/>	<input type="text"/>	<input type="text"/>
CITY, STATE/ZIP	<input type="text"/>	<input type="text"/>	<input type="text"/>
HOME PHONE	<input type="text"/>	WORK PHONE	<input type="text"/>

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WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 2 of 4

Ending in 7470
08/10/2011 to 10/11/2011

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
09/28	09/28	74465428G0A8GFYKH	BRANCH PAYMENT CHECK REF# DZEMQR4B47	946.91	
09/28	09/28	74465428G0A8GFYMB	BRANCH PAYMENT CHECK REF# DZEMQR4B47	0.13	
09/28	09/28	74465428G0A8GFYM3	BRANCH PAYMENT CHECK REF# DZEMQR4B47	22.88	
09/29	09/29	74465428G0A8JLAA	ONLINE PAYMENT	3,000.00	
10/04	10/04	74465428N0A6M4WY1	ONLINE PAYMENT	1,500.00	
TOTAL PAYMENTS FOR THIS PERIOD				\$6,469.90	

Other Credits

09/15	09/15	741640783AAYME6YP	STARBUCKS CORP00140188 NEWPORT BEACH CA	2.25	
09/19	09/19	7444574672XE4J2RH	OFFICE DEPOT #861 IRVINE CA	104.98	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$107.23	

Purchases, Balance Transfers & Other Charges

09/08	09/10	24810747WVGNM49A3	CHECKERED FLAG HAND CARWA IRVINE CA		9.99
09/08	09/10	24316057WVYRMAVVD	SHELL OIL 57442723003 IRVINE CA		58.84
09/08	09/10	24427337WLM88N4F0	MOTHER'S MARKET & K IRVINE CA		2.09
09/08	09/10	24738937W0G5JYVVR	THE FLAME BROILER IRVINE CA		8.03
09/09	09/10	24071057Y4KA0L079	JAVIER'S CRYSTAL COVE NEWPORT COAST CA		11.00
09/09	09/10	24427337XLM88LXEW	MOTHER'S MARKET & K IRVINE CA		2.09
09/09	09/10	24765427ZMA7ZGZ6M	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
09/10	09/10	24427337YLM88AB107	MOTHER'S KITCHEN-IRVIN IRVINE CA		7.00
09/10	09/10	24738937Z0GAA9L70	THE FLAME BROILER IRVINE CA		6.03
09/11	09/11	24224437Z30VYVB2G	COFFEE BEAN STORE IRVINE CA		4.85
09/11	09/11	24391217Y60A8G1YK	UCI PARKING DPT IRVINE CA		6.00
09/11	09/11	24431067Z81KJ3MKX	CHIPOTLE 1026 IRVINE CA		10.02
09/11	09/11	24445747Z2XD2K4HZ	OFFICE DEPOT #861 IRVINE CA		10.55
09/12	09/12	244273380LM88XGNL	MOTHER'S MARKET & K IRVINE CA		4.19
09/12	09/12	244273380LM88XGWR	MOTHER'S MARKET & K IRVINE CA		22.14
09/12	09/12	2443106808AS13G6N	CHIPOTLE 1441 NEWPORT BEACH CA		9.59
09/12	09/12	24692167Z00P8J5TP	COX'OR CO COM PHSV 949-240-1212 CA		108.82
09/13	09/13	243160681FYPXH60T	SHELL OIL 57442723003 IRVINE CA		56.69
09/13	09/13	243160681FYR48TAA	SHELL OIL 57442723003 IRVINE CA		2.59
09/13	09/13	244273381LM87HDKE	MOTHER'S MARKET & K IRVINE CA		2.88
09/13	09/13	244273381LM87HNWM	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.85
09/13	09/13	2476542814E36Y44B	USC HOSPITALITY RETAIL FO LOS ANGELES CA		7.99
09/14	09/14	24210738290QTEAJ	THE VEGGIE GRILL IRVINE CA		9.64
09/14	09/14	2422443822ZYGY4M	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/14	09/14	24489388818B30PGNW	HEN HOUSE GRILL IRVINE CA		12.92
09/15	09/15	2407105824K826MX6	FRESHII - THE BLUFFS NEWPORT BEACH CA		7.53
09/15	09/15	241640783AAYME6YB	STARBUCKS CORP00140188 NEWPORT BEACH CA		2.25
09/15	09/15	244273382LYJAX17Y	ALBERTSONS #6507 IRVINE CA		2.49
09/15	09/15	244273383LM7YTS4T	PANERA BREAD #4125 NEWPORT BEACH CA		1.89
09/15	09/15	244273383LM89JHGJ	MOTHER'S KITCHEN-IRVIN IRVINE CA		8.89
09/15	09/15	2443106838AS13F2V	CHIPOTLE 1441 NEWPORT BEACH CA		10.02
09/15	09/15	2476542834PDN3EA	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
09/16	09/16	241640784AAZ0Q2X7	STARBUCKS CORP00140188 NEWPORT BEACH CA		6.30
09/16	09/16	24224438430W4PDJ1	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/16	09/16	244251384QVD7JXF8	ISLANDS RESTAURANT #04 NEWPORT BEACH CA		11.30
09/16	09/16	244273384LM89Q4LSE	MOTHER'S MARKET & K IRVINE CA		2.09
09/16	09/16	24431068406JSB2PH	BRISTOL FARMS # 12 SAN DIEGO CA		2.24
09/17	09/17	2404803840055ZG18	CHEVRON 00206578 SAN DIEGO CA		65.38
09/17	09/17	24210738560QTMF9M	THE VEGGIE GRILL IRVINE CA		9.64
09/17	09/17	244273384LYJLPXS	ALBERTSONS #6507 IRVINE CA		8.39
09/17	09/17	244273385LM89T2H	MOTHER'S MARKET & K IRVINE CA		2.19
09/17	09/17	24431068505JSB3SS	BRISTOL FARMS # 12 SAN DIEGO CA		2.24
09/17	09/17	244450085007J7N85	POMODORO CUCINA ITALIANA3 NEWPORT COAST CA		12.66
09/18	09/18	24224438630VVE24Z	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/18	09/18	2443106888A513DJP	CHIPOTLE 1441 NEWPORT BEACH CA		10.02
09/19	09/19	24210738760QTMEGV	THE VEGGIE GRILL IRVINE CA		9.64
09/19	09/19	24224438730VVOQSK	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/19	09/19	243230186FVWP834D	CALIFORNIA PIZZA 038 IRVINE CA		16.70
09/19	09/19	244273387LM7XP1K3	PANERA BREAD #4125 NEWPORT BEACH CA		3.78
09/20	09/20	2422443882ZYE1J8R	COFFEE BEAN STORE IRVINE CA		3.96
09/20	09/20	244273388LM87GF8G	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.65
09/20	09/20	2476542884PF1LJYB	USC HOSPITALITY RETAIL FO LOS ANGELES CA		7.99
09/20	09/20	2476542884PF1MLGP	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
09/21	09/21	24224438830VW5Y5R	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/21	09/21	2430137883DWMW9Y9	PAIN DU MONDE BALBOA BALBOA CA		11.80
09/21	09/21	244273388LYJAD4SW	ALBERTSONS #6507 IRVINE CA		8.94
09/21	09/21	24489388888313PAP	HEN HOUSE GRILL IRVINE CA		10.76
09/21	09/21	24692168800KTVZXH	Amazon.com AMZN.COM/BILL WA		52.09
09/22	09/22	24210738A80QTMZ5Z	THE VEGGIE GRILL IRVINE CA		9.84
09/22	09/22	243160684FYRMB8EJ	SHELL OIL 57442723003 IRVINE CA		67.13
09/22	09/22	24323018AFVW25F0	CALIFORNIA PIZZA 038 IRVINE CA		18.59
09/22	09/22	244273388ALM893FRF	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.60
09/22	09/22	244273389LYJAK4HS	ALBERTSONS #6507 IRVINE CA		8.78
09/22	09/22	2449388898B30EAPV	HEN HOUSE GRILL IRVINE CA		12.92
09/23	09/23	24210738A80QTMORG	THE VEGGIE GRILL IRVINE CA		9.64
09/24	09/24	24210738Q80QTMFEW	THE VEGGIE GRILL IRVINE CA		11.26

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Account Number
Statement Billing Period
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Ending In 7470
09/10/2011 to 10/11/2011

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Purchases, Balance Transfers & Other Charges					
09/24	09/24	24431088Q8AS13D2A	CHIPOTLE 1441 NEWPORT BEACH CA		7.85
09/24	09/24	24761978Q61DK93RP	YOGURT LAND UCI IRVINE CA		3.47
09/25	09/25	24210738D60QTMF4H	THE VEGGIE GRILL IRVINE CA		11.74
09/25	09/25	24224438D2ZY97QZ7	COFFEE BEAN STORE IRVINE CA		3.95
09/25	09/25	24427338DLA81KEHE	MOTHER'S MARKET & K IRVINE CA		2.74
09/25	09/25	24427338DLA81KRQ1	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.65
09/25	09/25	24427338DLA81KR85	MOTHER'S KITCHEN-IRVIN IRVINE CA		1.25
09/25	09/25	24071088E4K9TBQOW	NATIVE FOODS - COSTA M COSTA MESA CA		12.82
09/25	09/25	24427338DLA130QJ8	MOTHER'S MARKET & K IRVINE CA		3.15
09/25	09/25	24431088E8AS13DQPV	CHIPOTLE 1441 NEWPORT BEACH CA		9.59
09/25	09/25	24781978E81DK93RK	YOGURT LAND UCI IRVINE CA		1.42
09/27	09/27	24224438F2ZYDDDE4	COFFEE BEAN STORE IRVINE CA		3.95
09/27	09/27	24431088F0SJS8P8N	ENSTEIN BROS BAGELS2818 IRVINE CA		2.88
09/27	09/27	24755428F3J96683F	USC POPOVICH LOS ANGELES CA		4.89
09/27	09/27	24755428F4E7QX181	USC HOSPITALITY RETAIL FO LOS ANGELES CA		11.48
09/28	09/28	24184078G2NFBFQNR	PAVILIONS STOR00018117 NEWPORT COAST CA		23.97
09/28	09/28	24210738G380QTMG6R	THE VEGGIE GRILL IRVINE CA		9.64
09/28	09/28	24224438G2ZYDHTK2	COFFEE BEAN STORE IRVINE CA		3.95
09/28	09/28	24427338FLYJSMRE9	MOTHER'S MARKET & K IRVINE CA		5.43
09/29	09/29	24318058HFYRLD3RX	SHELL OIL 57442723003 IRVINE CA		65.80
09/29	09/29	24427338GLYJ4GZV8	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.65
09/29	09/29	24755428H4PHTNA8X	USC HOSPITALITY RETAIL FO LOS ANGELES CA		2.50
09/30	09/30	24184078JAAZKA789	STARBUCKS CORP00140188 NEWPORT BEACH CA		2.25
09/30	09/30	24318058JFYPMW24Y	SHELL OIL 57441885301 LAS VEGAS NV		71.25
09/30	09/30	24493988H8S30XKWE	MEN HOUSE GRILL IRVINE CA		10.78
09/30	09/30	24755428J4PJA189R	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.99
09/30	09/30	24755428J4PJA250H	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.85
09/30	09/30	24755428J4PJA231R	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.89
10/01	10/01	24472588K9R8G344H	EDDIEV'S WILDFISH NEWP NEWPORT BEACH CA		14.01
10/01	10/01	24492798K3DWMW8XN	DARYA RESTAURANT SANTAANA CA		79.78
10/01	10/01	24755428LMAE2PN5W	PELICAN HILL F B NEWPORT COAST CA		17.10
10/02	10/02	24055228K90M4V88P	SUFI MEDITERRANEAN CUISI SAN DIEGO CA		61.71
10/02	10/02	24184078K2LRT7YKZ7	TARGET 00024853 SAN DIEGO CA		832.29
10/02	10/02	24210738L80QTMDS7	THE VEGGIE GRILL IRVINE CA		11.74
10/02	10/02	24275388L866M7P81	KOBA TOFU GRILL IRVINE CA		12.92
10/02	10/02	24318058LFPY88X8P	SHELL OIL 57442719001 SAN DIEGO CA		34.81
10/02	10/02	24493988L8HWBQF5K	TRADER JOE'S #020 QPS LAJOLLA CA		39.69
10/02	10/02	24755428L5VPL8BHD	USC TROJAN GROUNDS LOS ANGELES CA		6.27
10/03	10/03	24028858N0130E1LZ	LUFTHANSA 2208710088338 SAN JOSE CA NY		1,808.19
		10/06/11	ZANDIANJAZI/GHOLAM		
		1 UA T	SAN DIEGO WASHINGTON		
		2 LH T	WASHINGTON FRANKFURT		
		3 LH T	FRANKFURT IKA		
		4 LH S	IKA FRANKFURT		
10/03	10/03	24210738M80QTM81N	THE VEGGIE GRILL IRVINE CA		11.74
10/03	10/03	24318058M4FYR37R7G	SHELL OIL 57442728402 ENCINITAS CA		81.87
10/03	10/03	24427338LLYJ9GYAZ	MOTHER'S MARKET & K IRVINE CA		4.08
10/03	10/03	24427338LLYJ3H8ZD	MOTHER'S KITCHEN-IRVIN IRVINE CA		2.25
10/03	10/03	24431088M488XV94T	CHIPOTLE 0945 LOS ANGELES CA		9.68
10/03	10/03	24755428M44PJZZZXQ	USC TROJAN GROUNDS LOS ANGELES CA		3.98
10/03	10/03	24755428M44PK02Q7Z	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.99
10/04	10/04	24184078N8NFB81L	PAVILIONS STOR00018117 NEWPORT COAST CA		85.48
10/04	10/04	24210738N80QTMDFV	THE VEGGIE GRILL IRVINE CA		11.74
10/04	10/04	24318058N8NFB81L	SHELL OIL 57442723003 IRVINE CA		11.74
10/04	10/04	24431088N888XV7M5	CHIPOTLE 0945 LOS ANGELES CA		70.13
10/04	10/04	24755428N4PK7JRH9	USC HOSPITALITY RETAIL FO LOS ANGELES CA		9.68
10/05	10/05	24446008P2XCE7D68	WHOLE SOME CHOICE MARKET IRVINE CA		4.45
10/05	10/05	24755428P4PKGTNGF	USC HOSPITALITY RETAIL FO LOS ANGELES CA		2.51
10/05	10/05	24036218R8KW302HPY	UNITED AIR 0164818712543 WASHINGTON DC		8.40
		10/06/11	JAZI/GR		70.00
		1 UA Y	XAA XAA		
10/06	10/06	24184078P1R2X0NNW	NATIONAL CAR RENTAL DULLES VA		28.86
10/06	10/06	24210738P60QTM83Q	THE VEGGIE GRILL IRVINE CA		11.74
10/07	10/07	24810438R03RZ1885	MARRIOTT 33715 DULLES ARP DULLES VA		215.65
10/07	10/07	24755428V4EANRSP2	USC HOSPITALITY RETAIL FO LOS ANGELES CA		5.99
10/07	10/07	24755428V4EANT08N	USC HOSPITALITY RETAIL FO LOS ANGELES CA		4.45
10/08	10/08	24210738S60QTM0XL	THE VEGGIE GRILL IRVINE CA		11.74
10/08	10/08	24318058S8FYR8Y630	SHELL OIL 57442723003 IRVINE CA		61.55
10/08	10/08	24755428V4EANRSP3S	USC HOSPITALITY RETAIL FO LOS ANGELES CA		7.68
10/09	10/09	24755428V4EANPN8E	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.99
10/10	10/10	24210738W60QTM8E8	THE VEGGIE GRILL IRVINE CA		11.74
TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD					\$4,445.16

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD

\$0.00

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WELLS FARGO

VISA

Account Number
Statement Billing Period
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Ending In 7470
09/10/2011 to 10/11/2011



Transactions (Continued...)

Trans Post	Reference Number	Description	Credits	Charges
Interest Charged				
		INTEREST CHARGE ON PURCHASES		0.00
		INTEREST CHARGE ON CASH ADVANCES		0.00
TOTAL INTEREST CHARGED FOR THIS PERIOD				\$0.00

2011 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2011	\$8.05
TOTAL INTEREST CHARGED IN 2011	\$21.85

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.65%	\$0.00	32	\$0.00
CASH ADVANCES	23.99%	\$0.00	32	\$0.00



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- Transactions over a certain dollar amount
- Transactions made outside the United States
- Declined transactions
- And more

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WELLS FARGO



VISA

Account Number
Statement Billing Period
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Ending In 7470
10/12/2011 to 11/10/2011

Balance Summary

Previous Balance	\$1,873.14
- Payments	\$2,000.00
- Other Credits	\$7.53
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$1,954.91
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,820.52
Total Credit Limit	\$2,900

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2265
 Outside the US Call Collect: 1-825-825-7600
 Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50309-0347

Total Available Credit \$1,068

Payment Information

New Balance	\$1,820.52
Minimum Payment	\$19.00
Payment Due Date	12/05/2011

Send Payments To:
 PO Box 30086, Los Angeles CA, 90030-0086

Late Payment Warning: If we do not receive your Minimum Payment by 12/05/2011, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay --	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	13 years	\$3,478
\$63	3 years	\$2,281 (Savings of \$1,217)

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eo/bapcpa/ccde/cc_approved.htm or call 1-877-285-2108.

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	33,465
Points Earned:	1,948
Earn More Match Bonus Points:	0
Total Available Points:	35,413

We offer more rewards choices so you can choose a reward that suits your style. You'll find gift cards, cash rewards, travel, merchandise and even charitable contributions.
 Track your points balance or get more information at www.WellsFargoRewards.com or by calling 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
11/02	11/02	74485429K0A8FBH31	ONLINE PAYMENT	1,000.00	
11/03	11/03	74485429L0A8H33WD	ONLINE PAYMENT	1,000.00	
TOTAL PAYMENTS FOR THIS PERIOD				\$2,000.00	
Other Credits					
10/19	10/19	7407105944K97LXY2	FRESH! - THE BLUFFS NEWPORT BEACH CA	7.53	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$7.53	

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

5596 YKG 1 7 6 111120 0 PAGE 1 OF 4 10 5583 2000 8049 010P5596

Continued

Detach and mail with check payable to Wells Fargo

Account Number 7470
 New Balance \$1,820.52
 Minimum Payment \$19.00
 Payment Due Date 12/05/2011

74707

YKG 4

Amount Enclosed



WELLS FARGO CARD SERVICES
 PO BOX 30086
 LOS ANGELES CA 90030-0086

G R JAZI
 PO BOX 927674
 SAN DIEGO CA 92192-7674

Check here and see reverse for address and/or phone number correction.

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IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Billing Rights Summary. If you believe your bill is wrong (an "Error"), or if you need more information about a transaction on your bill, write to us on a separate sheet of paper as soon as possible at: P.O. Box 522, Des Moines, IA 50306-0522. We must hear from you no later than 60 days after we sent you the first bill on which the Error appeared. You may notify us using other means (including calling us at the number listed on the front of the statement), but doing so will not preserve your rights.

In your letter (a "Written Notice"), provide the following information:

- Your name and account number.
- The date and dollar amount of suspected Error.
- Description of the Error and why you believe there is an Error. If you need more information, please describe the item you are not sure about.

You do not have to pay any alleged Error amount while we are investigating, but you are still obligated to pay the parts of your bill that are not part of the alleged Error amount. While we investigate, we cannot report you as delinquent or take any action to collect the alleged Error amount. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you believe is an Error. To stop the payment, your Written Notice must reach us (3) business days before the automatic payment is scheduled to occur.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address and you have not paid the balance of the disputed charge. If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.

Credit Information. NOTICE: We may furnish information about your account to consumer reporting agencies. You have the right to dispute the accuracy of information that we have reported by writing to us at P.O. Box 14517, Des Moines, IA 50306-3517 and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to an identity theft, you will need to provide us with an identity theft report.

Payments. "Conforming Payments" are payments mailed using the enclosed envelope and payment coupon to the payment address specified on the statement or, generally, made via the "Transfer" tab or "Make a Payment" link on the credit card Account Activity tab of Wells Fargo Online Banking at www.wellsfargo.com. Conforming Payments received via mail by 5:00 p.m. will be credited as of the date of receipt. Conforming Payments received after 5:00 p.m. will be credited as of the next day. Out-of-time for Conforming Payments made via our Web site will be disclosed at the time of the transaction. "Non-Conforming Payments" are payments made by any other means and may not receive credit for up to five days after the date of receipt. Non-Conforming payments include, but are not limited to, placing the provided envelope and payment coupon in another envelope.

Notice About Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Payments in Full for Less Than Account Balance Request: If you intend to pay your account in full with an amount less than the total owed on your account, you must send your request to us at: P.O. Box 5071, Portland, OR 97208-5071. Such payments will not discharge your full liability.

How We Calculate Your Balance. We use a method called "average daily balance (including new purchases)". For more information regarding this calculation, please call our toll-free Customer Service number located on the front of this statement.

How to Avoid Paying Interest on Purchases. Your Payment Due Date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.

Secured Accounts. For Secured accounts, your credit card account is secured by a pledge of your Secured Card Collateral Account with Wells Fargo Bank, N.A., established in connection with your application for the card. You agree that this pledge includes and gives the right to Bank to redeem, collect and withdraw any part or the full amount of the Secured Card Collateral Account upon any default under your Secured credit card agreement, or in the event your Secured credit card agreement is terminated by Bank for any reason. This pledge is given as a security interest for any and all amounts you owe, including interest, fees and costs which may accrue under your Secured credit card account. You agree that if your Secured credit card account is closed for any reason, the bank may apply funds in the Secured Card Collateral Account to pay off any balance on the credit card account. If there are still funds remaining in the Collateral Account after doing so, these funds may remain on deposit for up to 60 days before being remitted to you.

Special Information for Colorado Residents. Colorado law requires Wells Fargo to offer you the option of signing a prior consent form. The signed prior consent permits Wells Fargo to release records of your accounts to the county department of social services or local law enforcement for the purpose of investigating known or suspected financial exploitation. Please contact us at the number listed on the front of this statement for a copy of the form.

Customer Service Monitoring. Some calls between bank employees and our customers may be monitored and recorded by supervisors to ensure quality of service.

INFORMACIÓN IMPORTANTE SOBRE SU CUENTA

Resumen de Derechos de Facturación. Si cree que hay algún error en su estado de cuenta (un "Error"), o si necesita más información sobre una transacción que aparece en su estado de cuenta, por favor escríbanos en una hoja separada tan pronto como le sea posible, a la siguiente dirección: P.O. Box 522, Des Moines, IA 50306-0522. Debe comunicarnos con nosotros dentro de un lapso de 60 días de la fecha en que le fuimos enviado el primer estado de cuenta en que apareció el Error. Puede comunicarnos con nosotros por otros medios (lo que incluye llamarnos al número que aparece en el frente de este estado de cuenta), pero el hecho no preservará sus derechos.

En su carta (una "Notificación por Escrito"), por favor incluya la siguiente información:

- Su nombre y número de cuenta.
- La fecha y el monto en dólares del Error del que sospecha.
- Una descripción del Error y la razón por la cual usted cree que es un Error. Si necesita más información, por favor describa el ítem del que no está seguro.

No tiene que pagar el monto del supuesto Error mientras lo investigamos, pero seguirá obligado a pagar las porciones del saldo de su cuenta que no forman parte del supuesto Error. Mientras investigamos, no podemos reportar un cambio de estado moroso, ni tomar medidas para cobrar el monto del supuesto Error. Si nos ha autorizado a pagar su cuenta de tarjeta de crédito de manera automática desde su cuenta de cheques o de ahorros, puede suspender el pago por cualquier monto que crea que es un Error. Para suspender el pago, su Notificación por Escrito debe llegarnos tres (3) días hábiles antes del día en que está programado el pago automático.

Regla Especial para Compras con Tarjetas de Crédito: Si usted tiene algún problema con la calidad de los bienes o servicios que adquirió con una tarjeta de crédito, y ha intentado de buena fe resolver el problema con el comerciante, quizá no tenga que pagar el monto restante adeudado por los bienes o servicios. Usted cuenta con esta protección solamente si el precio de compra superó a los \$50 y la compra fue realizada en el estado en que reside o a una distancia no superior a 100 millas de su dirección postal, y siempre que no haya pagado el saldo del cargo en depeso. Si compra los productos u operadores de dicho comercio, o si le enviamos por correo un anuncio publicitario de los bienes o servicios, todas las compras están cubiertas, sin importar el monto o lugar de la compra.

Información de Crédito. AVISO: Podemos dar información sobre su cuenta a las agencias de informes sobre consumidores. Usted tiene el derecho a cuestionar la exactitud de la información reportada por nosotros si escribe a la siguiente dirección: P.O. Box 14517, Des Moines, IA 50306-3517. En su carta, deberá describir la información específica que sea inexacta o en disputa, y fundamentar cualquier disputa con documentación de respaldo. Si considera que se trata de información relacionada con el robo de identidad, deberá enviarnos una denuncia de robo de identidad correspondiente.

Pagos. Los "Pagos en Conformidad" son pagos enviados con el sobre adjunto y talón de pago a la dirección de pago especificada en el estado de cuenta o en general a través de la ficha "Transfer" (puede disponible en inglés) o "Make a Payment" en la ficha "Account Activity" (también disponible en inglés) de los servicios bancarios por Internet de Wells Fargo en www.wellsfargo.com. Los Pagos en Conformidad recibidos por correo a más tardar a las 5 p.m. serán acreditados a la fecha de su recibo. Los Pagos en Conformidad recibidos después de las 5 p.m. serán acreditados al día siguiente. Las horas de límite para Pagos en Conformidad realizados a través de nuestro sitio Web serán revisadas al momento de la transacción. Los "Pagos en Incumplimiento" son pagos efectuados por cualquier otro medio y es posible que no recibamos crédito durante hasta 5 días después de la fecha de recibo. Los Pagos en Incumplimiento incluyen, sin limitación, poner el sobre proporcionalmente y talón de pago en otro sobre.

Aviso Sobre Conversión de Cheques Electrónicos: Al proporcionar un cheque como forma de pago, usted nos da su autorización para utilizar la información de su cheque a fin de realizar una sola transferencia electrónica de su cuenta o procesar el pago como una transacción de cheque. Cuando nosotros usamos la información de su cheque para realizar una transferencia electrónica de fondos, los mismos podrán ser retirados de su cuenta tan rápido como el mismo día en que recibimos su pago, y su institución financiera no le regresará su cheque.

Pago Total por un Monto Inferior al Saldo de la Cuenta: Si usted planea liquidar la totalidad del saldo de su cuenta por un monto inferior al monto total adeudado en su cuenta, deberá enviarnos su solicitud a la siguiente dirección: P.O. Box 5071, Portland, OR 97208-5071. Dichos pagos no cancelarán la totalidad de su deuda.

Cómo Calculamos Su Saldo. Usamos un método denominado "saldo diario promedio (incluyendo nuevas compras)". Para más información acerca de este cálculo, por favor llame a nuestro número gratuito de Servicio al Cliente indicado al frente de este estado de cuenta.

Cómo Evitar Pagar Intereses sobre Compras. La Fecha de Vencimiento del Pago es al menos 25 días después del cierre de cada período de facturación. No cargaremos intereses sobre las compras si usted paga la totalidad de su saldo a más tardar en la fecha de vencimiento de cada mes. Comenzaremos a cargar intereses sobre adelantos en efectivo y transferencias de saldo a la fecha de transacción.

Cuentas Garantizadas. Para Cuentas Garantizadas, su cuenta de tarjeta de crédito está garantizada por la entrega en prenda de su Cuenta Colateral de la Tarjeta Garantizada de Wells Fargo Bank N.A., establecida en relación con su solicitud de la tarjeta. Usted conviene en que esta entrega en prenda incluye y da al Banco el derecho a redimir, cobrar y retirar cualquier parte o la totalidad del monto adeudado en la Cuenta Colateral de la Tarjeta Garantizada en caso de cualquier acto de incumplimiento bajo su convenio de la tarjeta de crédito garantizada, o en caso de que dicho convenio sea terminado por el Banco, por cualquier motivo. Ésta prenda se entrega como garantía de cada una y todos los montos que usted adeude, incluidos los intereses, costas y costos que puedan acumularse bajo su Cuenta de Tarjeta de Crédito Garantizada. Usted está de acuerdo en que si su Cuenta de Tarjeta de Crédito Garantizada se cierra por cualquier razón, el banco podrá aplicar los fondos mantenidos en la Cuenta Colateral de la Tarjeta Garantizada para liquidar cualquier saldo en la cuenta de tarjeta de crédito. Si después de hacerlo aún quedan fondos en la Cuenta Colateral, dichos fondos podrán permanecer un depósito durante hasta 60 días antes de que sean remitidos a usted.

Información Especial para los Residentes de Colorado. La ley de Colorado exige que Wells Fargo le ofrezca la opción de firmar un formulario de consentimiento previo. El formulario de consentimiento previo firmado autoriza a Wells Fargo a divulgar los registros de su estado de cuenta al departamento de servicios sociales del condado o a la agencia del orden público local para investigar explotación financiera conocida o presunta. Llámennos al número en el frente de este estado de cuenta para obtener una copia del formulario.

Monitoreo del Servicio al Cliente. Algunas llamadas entre los empleados del banco y nuestros clientes pueden ser monitoreadas y grabadas por los supervisores para asegurar la calidad del servicio.

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Change of Address Form - If your address has changed, provide your complete new address below. Be sure to check box on reverse side of coupon and enclose in the envelope provided. Please use this section only for address changes. If you have any questions, please call the toll-free customer service number on the front of this statement.

Formulario de Cambio de Dirección - Si su dirección ha cambiado, proporcione su nueva dirección completa abajo. Asegúrese de indicar el cuadro al dorso del cupón y adjúntelo en el sobre anexo. Por favor use esta sección solamente para cambios de dirección. Si tiene preguntas, por favor llame al número de Servicio al Cliente al frente de este estado de cuenta.

ACCOUNT FIRST NAME	<input type="text"/>	ACCOUNT LAST NAME	<input type="text"/>
NEW STREET ADDRESS	<input type="text"/>		
PO BOX / APT #	<input type="text"/>		
CITY, STATE/ZIP	<input type="text"/>		
HOME PHONE	<input type="text"/>	WORK PHONE	<input type="text"/>

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WELLS FARGO



VISA

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Ending In 7470
10/12/2011 to 11/10/2011

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Purchases, Balance Transfers & Other Charges					
10/10	10/12	24755428W4E88EB9	USC HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/10	10/12	24755428W4E88QMPG	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
10/11	10/12	24210738X80QTMOTN	THE VEGGIE GRILL IRVINE CA		11.74
10/11	10/12	24755428X4EBHEDW3	USC HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/12	10/12	24071058X4K8QEFVX	FRESHII - THE BLUFFS NEWPORT BEACH CA		7.53
10/12	10/12	24071058X4K8QEL9Z	FRESHII - THE BLUFFS NEWPORT BEACH CA		15.99
10/12	10/12	24210738Y60QTMES5A	THE VEGGIE GRILL IRVINE CA		11.74
10/12	10/12	24755428Y4PMKFSM6	USC HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/13	10/13	24210738Z60QTMDFB	THE VEGGIE GRILL IRVINE CA		11.74
10/13	10/13	24427338ZLYJ4DV13	MOTHER'S MARKET & K IRVINE CA		17.00
10/13	10/13	24755428Z4PMYP6AX	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
10/14	10/14	2407105914K89E1NY	JAVIER'S CRYSTAL COVE NEWPORT COAST CA		19.00
10/14	10/14	24184078ZV3DFWFZ50	AMC TUSTIN 14 01004274 TUSTIN CA		9.00
10/14	10/14	24224439030W1DG48	COFFEE BEAN STORE LOS ANGELES CA		4.45
10/14	10/14	243160580FYTKW0VX	SHELL OIL 67442723003 IRVINE CA		70.87
10/14	10/14	24427338ZLYJ63P10	MOTHER'S MARKET & K IRVINE CA		2.04
10/14	10/14	24427338ZLYJ840WW	MOTHER'S KITCHEN-IRVIN IRVINE CA		2.05
10/14	10/14	244310690888XV4RR	CHIPOTLE 0945 LOS ANGELES CA		9.88
10/15	10/15	24210739180QTMESL	THE VEGGIE GRILL IRVINE CA		11.74
10/16	10/16	24210739280QTMGR	THE VEGGIE GRILL IRVINE CA		11.74
10/16	10/16	244273392LM7ZXKXV	H MART IRVINE IRVINE CA		9.38
10/16	10/16	244273392LM81XWN8	SPROUTS FARMERS MAR IRVINE CA		123.92
10/17	10/17	24210739380QTMFDW	THE VEGGIE GRILL IRVINE CA		11.74
10/17	10/17	243912193602AEXAB	UCI PARKING DPT IRVINE CA		6.00
10/17	10/17	2449279933DWAMP2E	THE SPORTS CLUBLA OC IRVINE CA		65.32
10/18	10/18	24210739480QTMDFG	THE VEGGIE GRILL IRVINE CA		11.74
10/18	10/18	2475542844EDKAYJF	USC HOSPITALITY RETAIL FO LOS ANGELES CA		5.99
10/18	10/18	2475542844EDKQ6MB	USC HOSPITALITY RETAIL FO LOS ANGELES CA		4.45
10/19	10/19	24028858D0123NX7B	LUFTHANSA 2206710086560 SAN JOSE CA NY		250.00
		11/13/11	ZANDIANJAZIGHOLAM		
		1 LH S	IRVINE FRANKFURT		
		2 LH S	FRANKFURT PARIS		
		3 UA T	PARIS WASHINGTON		
		4 UA T	WASHINGTON SAN DIEGO		
10/19	10/19	2418407968NFBMTK2	PAVILIONS STOR00018117 NEWPORT COAST CA		50.47
10/19	10/19	24210739560QTMQJ	THE VEGGIE GRILL IRVINE CA		16.17
10/19	10/19	24270749402XVJ2E9	RON PAUL 2012 PEC 979-2851998 TX		20.12
10/19	10/19	2471706995GYWRTW1Q	AGENT FEE 8900581052388 CYRUS TRAVEL CA		25.00
		10/19/11	ZANDIANJAZIGHO		
		1 XD Y	XAA XAO		
10/20	10/20	24210739660QTMOW1	THE VEGGIE GRILL IRVINE CA		11.74
10/20	10/20	2475542864EDSYD6E	CITY OF LA DOT PVB P8PHW 888-5619742 CA		60.00
10/20	10/20	2475542864PR21STT	USC HOSPITALITY RETAIL FO LOS ANGELES CA		4.45
10/21	10/21	24246819780T2JMM1	COLDSTONE #1588 LOS ANGELES CA		4.98
10/21	10/21	243160687FYTKVXH8	SHELL OIL 57442723003 IRVINE CA		69.38
10/21	10/21	2475542894EEW7VRZ	USC HOSPITALITY RETAIL FO LOS ANGELES CA		5.99
10/22	10/22	24210739860QTMFES	THE VEGGIE GRILL IRVINE CA		11.74
10/23	10/23	24210739A80QTMXY	THE VEGGIE GRILL IRVINE CA		14.17
10/23	10/23	24224439830VRJ72Y	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
10/23	10/23	245921698005H4SV1	CALIFORNIA PIZZA 036 IRVINE CA		18.59
10/24	10/24	24210739A60QTMGE8	THE VEGGIE GRILL IRVINE CA		14.17
10/24	10/24	24399009ASYKS52PF	PAYLESSSHOES000081069 IRVINE CA		19.38
10/24	10/24	244273398LYJ38M8Z	MOTHER'S MARKET & K IRVINE CA		4.19
10/24	10/24	246921699000Q6NHS	CALIFORNIA PIZZA 036 IRVINE CA		12.00
10/25	10/25	24184079BAAXDZYXK	STARBUCKS CORP00140098 IRVINE CA		2.25
10/25	10/25	24427339ALYJ3GPQV	MOTHER'S MARKET & K IRVINE CA		4.38
10/25	10/25	24692169A00K03NV7	CALIFORNIA PIZZA 036 IRVINE CA		12.93
10/25	10/25	24755428B4EFP1NXL	USC HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/26	10/26	24785428B4EFPMLZ2	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
10/26	10/26	24755428B4EFPMLXE	USC HOSPITALITY RETAIL FO LOS ANGELES CA		6.66
10/26	10/26	24210739C80QTMEXZ	THE VEGGIE GRILL IRVINE CA		11.74
10/26	10/26	24210739C80QTMG2N	THE VEGGIE GRILL IRVINE CA		11.74
10/26	10/26	2435178889AVPV2SS	GODADDY.COM 480-5058856 AZ		20.16
10/26	10/26	24427339QLM89YPA4	SPROUTS FARMERS MAR COSTA MESA CA		104.52
10/26	10/26	24692169B00X9QV8S	COX'OR CO COM PHSV 849-240-1212 CA		108.82
10/27	10/27	24210738D80QTMG6A	THE VEGGIE GRILL IRVINE CA		11.74
10/27	10/27	24316059DFYRDP4Q5	SHELL OIL 57442723003 IRVINE CA		80.15
10/27	10/27	24755428D04PS4LWHG	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
10/28	10/28	24210739E80QTMFEL	THE VEGGIE GRILL IRVINE CA		11.74
10/28	10/28	24224439F30VVD28T	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
10/30	10/30	24184079G8NF86TMY	PAVILIONS STOR00018117 NEWPORT COAST CA		21.27
10/30	10/30	24210739G60QTMGFW	THE VEGGIE GRILL IRVINE CA		11.74
10/30	10/30	24781979G60RPF7H9E	YOGURT LAND DIAMOND JAMBO IRVINE CA		4.42
10/31	10/31	24046039G00723J39	CHEVRON 00090718 SANTA MONICA CA		68.22
10/31	10/31	24224439H30VMZ89L	TENDER GREENS - SA SANTA MONICA CA		22.94
10/31	10/31	24224439H30VNZEFK	COFFEE BEAN STORE SANTA MONICA CA		3.85
10/31	10/31	24427338GLYJ3VFXE	MOTHER'S KITCHEN-IRVIN IRVINE CA		13.85
10/31	10/31	24448008HHFOWZBXL	FEDEX OFFICE #0590 IRVINE CA		6.88
10/31	10/31	24512399HS86KW88M	CITY OF SM PARKING SANTA MONICA CA		2.00
11/01	11/01	24427338HLYJ3G8ZB	MOTHER'S KITCHEN-IRVIN IRVINE CA		13.54
11/01	11/01	24431068K888XV7RW	CHIPOTLE 0945 LOS ANGELES CA		9.68

Continued

1416

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 3 of 4

Ending In 7470
10/12/2011 to 11/10/2011

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Purchases, Balance Transfers & Other Charges					
11/01	11/01	24445009H2XDQW53P	SPORTS CLUB-IRVINE-C #625849-975-8400 CA		135.00
11/01	11/01	24755429J4PVMH1P1	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
11/02	11/02	24223699NLEL8W1XH	KAROON.COM LLC 212-316-1515 NY		46.45
11/02	11/02	24210739K50QTMZ7	THE VEGGIE GRILL IRVINE CA		11.74
11/02	11/02	24493989K5HWF53VY	TRADER JOE'S #1111 QPS IRVINE CA		16.86
11/02	11/02	24755429J515V3SXY	USC CASHIERS OFFICE LOS ANGELES CA		26.00
11/03	11/03	24210739L60QTMFJH	THE VEGGIE GRILL IRVINE CA		12.07
11/03	11/03	24248519L60T2JMMY	COLDSTONE #1589 LOS ANGELES CA		4.98
11/03	11/03	24692169K00TLXNZZ	AMAZON MKTPLACE PMTS AMZN.COMBILL WA		12.95
11/04	11/04	24210739M60QTMFVT	THE VEGGIE GRILL IRVINE CA		11.74
11/04	11/04	24224439M30VW8ETL	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
11/05	11/05	24193049NS66H64BK	GLENDON RESTAURANTS LOS ANGELES CA		5.44
TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD					\$1,964.91

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD \$0.00

Interest Charged

INTEREST CHARGE ON PURCHASES 0.00

INTEREST CHARGE ON CASH ADVANCES 0.00

TOTAL INTEREST CHARGED FOR THIS PERIOD \$0.00

2011 Totals Year-to-Date

TOTAL FEES CHARGED IN 2011	\$8.05
TOTAL INTEREST CHARGED IN 2011	\$21.85

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.85%	\$0.00	30	\$0.00
CASH ADVANCES	23.99%	\$0.00	30	\$0.00

1417

Make it a rewarding holiday season

Shop the *Earn More Mall*[®] site and earn bonus rewards points for virtually all your purchases

Finding the perfect gift is good. Getting rewarded for buying it is even better. As a *Wells Fargo Rewards*[®] cardholder, you can earn up to 16 bonus points per \$1 spent in net purchases (purchases minus returns/credits) at more than 700 online and in-store merchants. That's on top of the regular points earned.¹

For those "hard to shop for" people on your list, choose from over 100 Gift Cards and enjoy free shipping and gift messaging, too. The *Earn More Mall* site has hundreds of discounts and free shipping offers.

Don't miss out on special and limited-time offers available at your favorite retailers.² Simply sign up for the *Earn More Mall* newsletter by indicating your email preferences at EarnMoreMall.com.

BARNES & NOBLE BN.com

Free shipping on orders of \$25 or more.
Plus 5 bonus points/\$1

OLD NAVY

Everyday free shipping on orders over \$50.
Plus 3 bonus points/\$1

sears

Extra \$5 off Sears.com orders of \$50 or more.
Plus 3 bonus points/\$1

priceline

Save up to \$150 with flight and rental car package.
Plus 2 bonus points/\$1

Harry & David[®] Magnum Outcomes

Save 20% off gourmet items.
Plus 6 bonus points/\$1

magazines.com

Magazines make great gifts. Save \$5 on your purchase.
Plus 25 bonus points/\$1

BEST BUY

Save time and money. Shop online and choose in-store pickup at BestBuy.com.
Plus 1 bonus point/\$1

SEPHORA

Free shipping on your order of \$50 or more. Plus, get 3 free samples with every order.
Plus 5 bonus points/\$1

Target.com

Over 500,000 items ship free when you spend \$50 or more.
Plus 3 bonus points/\$1

Get rewarded — shop the *Earn More Mall* site today.

¹Bonus points are earned on net purchases (purchases minus returns/credits) only.

²Merchants and offers are subject to change. Visit the *Earn More Mall* site at EarnMoreMall.com for specific terms and conditions including those associated with each merchant offer.

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Exhibit 11

Exhibit 11

Property Account Inquiry - Summary Screen						
New Search		Assessor		Click on any Home		
Parcel ID	071-02-000-005	Tax Year	2014	Parcel	826	File
UNASSIGNED SITUS MOAPA VALLEY						
ASSESSOR DESCRIPTION: PT NE4 NE4 SEC 02 16 68GEOID: PT NE4 NE4 SEC 02 16 68						
Taxable		Property Value		Property Documents		
Active	Tax Cap Increase Pct.	4.2	Land	3500	2005041904639	4/19/2005
Taxable	Tax Cap Limit Amount	92.14	Total Assessed Value	3500	00011401051	1/14/2000
	Tax Cap Reduction	0.00	Net Assessed Value	3500		
	Land Use	0-00: VACANT	Exemption Value New Construction	0		
	Cap Type	Other	New Construction - Supp Value	0		
	Acreage	10.00				
	Supplemental Tax	0.00				
	Owner	ZANDIAN REZA	8775 COSTA VERDE #501 , SAN DIEGO, CA 92122-5343 UNITED STATES			8/18/2007
Taxes as Assessed						
				\$88.43		
Less Cap Reduction						
				\$0.00		
Net Taxes						
				\$88.43		
Tax Year						
				\$0.00		
Tax Year						
				\$96.39		
				11/4/2013		
				\$96.39		
				\$88.43		

12/31/13

Ascend Web Inquiry Summary Page

Current

\$96.39

1422



LEGAL DIMENSIONS
800-535-7753

12

1423

Exhibit 12

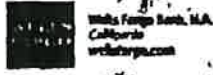
Exhibit 12

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLYD APT 217
SAN DIEGO, CA 92122-5340

115
18-34/1220 4784
7001805820

11/25/2012 Date

Pay to the Order of Secretary of State of California \$ 25.00
Twenty Five 00/100 Dollars



Wells Fargo Bank, N.A.
California
wfb.com

For Optime Technology Corp.



5920 00115 0000002500

BANK OF AMERICA, NA SFC
1229906614 E47 13 94 P12
04/29/12

1530

12-015911

REQUEST 00005530894000000 25.00
ROLL ECIA 20120430 000008710996107
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

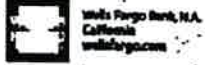
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G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

131
18-24/1220 4784
7081505820

11/24/2013 Date

Pay to the Order of United States Treasury \$ 58⁸⁰
Fifty Eight 80/100 Dollars



For Optima Technology Corp

5920# 00131 #0000005880#

① 92 079 064 037 98 3 330391754
011 00 201212 0304
00020190198 03851305R030413

REQUEST 0000553089400000 58.80
ROLL ECIA 20130305 000008819647227
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

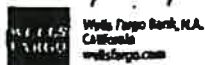
133

18-24/1220 4784
7081505R20

1/24/2013 Date

Pay to the Order of Employment Development Department \$ 46.25

Forty six 25/100 Dollars



For Optima Technology Corp

5920 00133 0000004625

022713-9211-0004 00011 022713-9211-0004
022713-9211-43-0004-00 04-FORDEPCASTOEDD-012

WELLS FARGO BANK NA FRE
20130227 15:02:22 PRT 04
1221-0527-84
1011673359

REQUEST 00005530894000000 46.25
ROLL ECIA 20130227 000001011673359
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

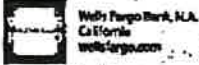
G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8776 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

130
16-24/1220 4784
7001605920

1/24/2013 Date

Pay to the Order of Internal Revenue Service \$ 166²⁵

One Hundred Sixty six ²⁵/₁₀₀ Dollars



Wells Fargo Bank, N.A.
California
wellsfargo.com

For Optiva Technology Corp. (CA)

5920 00130 0000016625

9217006403013330391754
OPTI 01 201212 0304
000202580020 03051307R030413

REQUEST 00005530894000000 166.25
ROLL ECIA 20130305 000008819647067
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
53928-020
Phoenix AZ 85038

G REZA ZAN
NILOOFAR F...
8775 COSTA VER...
SAN DIEGO, CA 92122-5340

134
16-24/1220 4784
7091505820

2/24/2013 Date

Pay to the Order of Employment Development Dpt. \$ 49⁶⁴

Ferty Nine ⁶⁴/₁₀₀ Dollars

MELLS FARGO
Wells Fargo Bank, N.A.
California
wellsfargo.com

For Optima Technology Corp

5920 00634 00000004964

022713-3136-0136 00002 022... DIAN JAZZ 0136
022713-3136-42-0136-00-04-FORDEP... ZANDIA 12
DE P...

MELLS FARGO BANK NA FSE
20130227 E0022 PKT 04
1221-0527-84
1011673229

REQUEST 0000553089400000 49.64
ROLL ECIA 20130227 000001011673229
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-6340

158

10-24/1220 4784
7091505920

02/24/2013
Date

Pay to the Order of Internal Revenue Service \$ 26.18

Twenty six 11/100

Dollars



Wells Fargo Bank, N.A.
California
wellsfargo.com

For Optima Technology Corp.

3920 00158 0000002618

California

022813 022813
W22911705903319367001330391754
201209 02282013

FEB 24 2013
517
US BANK

REQUEST 0000553089400000 26.18
ROLL ECIA 20130228 000008510685579
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

165

18-24/1220 4784
7081505820

June 30, 13 ^{Date}
Department

Pay to the Order of Employment Development Department \$ 39.71

thirty nine and 71/100 Dollars

WELLS FARGO Wells Fargo Bank, N.A. California wells Fargo.com

For 33-0391754

⑆5920⑈ 00⑆55⑈ ⑆0000003971⑈

076813-3241-0058 00201 076813-3241-0058
070813-3241-44-0058-00-04-FORIEPCASTCDD-012

WELLS FARGO BANK NA FRE
20130708 E0034 PKT 04
⑆1221-0527-84
1014351693

REQUEST 0000553089400000 39.71
ROLL ECIA 20130708 000001014351693
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
 8775 COSTA VERDE BLVD APT 217
 SAN DIEGO, CA 92122-5340

164
 18-24/1220 4784
 7091506820

June 30 13

Pay to the Order of United States Treasury \$ 195.96
One hundred ninety five and 96/100 Dollars

Wells Fargo Bank, N.A.
 California
 wells Fargo.com

For 33-0391754

5920 0016 0000019596

92 1 70 193 050 92 3 330391754
 OPTI 01 201303 0711
 000728360185 07121301R071113

REQUEST 00005530894000000 195.96
 ROLL ECIA 20130712 000008118473052
 JOB ECIA P ACCT 1140007091505920
 REQUESTOR A568055
 7513983 10/28/2013

Subpoena Processing Chandler
 S3928-020
 Phoenix AZ 85038

Exhibit 13

Exhibit 13

G. REZA ZANDIAN JAZI
P.O. BOX 927674
SAN DIEGO, CA 92192-7674

2003

94-7074/2212 282
2508952484

March/31/11 Date

Pay to the Order of John Peter Lee ESQ \$ 2500.⁰⁰

Two thousand five hundred Dollars



Wells Fargo Bank, N.A.
www.wellsfargo.com

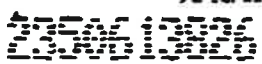
122.50 NP
2377.50 FP

For Zandian V Margolin

⑆000053088000000⑆ ⑆0000⑆ ⑆0000⑆ ⑆0000⑆ ⑆0000⑆ ⑆0000⑆ ⑆0000⑆ ⑆0000⑆ ⑆0000⑆ ⑆0000⑆

APR - 5 2011

BANK OF AMERICA, NA LVE
⑆1220006614 E6960 94 P05
04/05/11



0002
FOR DEPOSIT ONLY
BANK OF AMERICA, NA LVE
122400721
JOHN PETER LEE
ATTORNEY AT LAW
TRUST ACCOUNT
013432848

REQUEST 0000530880000000 2500.00
ROLL ECIA 20110405 000008817287505
JOB ECIA P ACCT 8250002508952484
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

ORIGINAL

1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
2 WATSON ROUNDS
5371 Kietzke Lane
3 Reno, NV 89511
Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin
5

REC'D & FILED
2014 JAN -9 PM 3: 39
ALAN GLOVER
DEPUTY CLERK

6
7 **In The First Judicial District Court of the State of Nevada**
8 **In and for Carson City**
9

10 **JED MARGOLIN, an individual,**
11 **Plaintiff,**

12 vs.

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

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

REQUEST FOR SUBMISSION

21
22 No opposition having been filed, it is hereby requested that the following documents be
23 submitted to the Court for decision:

- 24 1) Motion for Debtor Examination and to Produce Documents, filed December 11,
25 2013; and,
26 2) *Proposed* Order Granting Motion for Debtor Examination and to Produce
27 Documents.
28


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Affirmation Pursuant to NRS 239B.030

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

DATED: January 9, 2014.

WATSON ROUNDS

BY: 
Matthew D. Francis (6978)
Adam P. McMillen (10678)
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 NRCF 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, **REQUEST FOR SUBMISSION**, addressed as follows:

Johnathon Fayeghi, Esq.
Hawkins Melendrez
9555 Hillwood Dr. Suite 150
Las Vegas, NV 89134

Alborz Zandian
9 Almazora
Newport Beach, CA 92657-1613

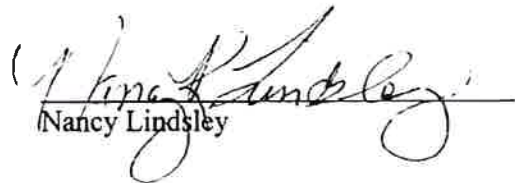
Optima Technology Corp.
A California corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

Optima Technology Corp.
A Nevada corporation
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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: January 9, 2014


Nancy Lindsley

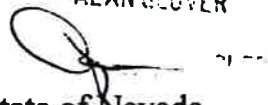
ORIGINAL

1 Case No. 09 OC 00579 1B

2 Dept. No. I

2014 JAN 13 PM 4:10

ALAN GLOVER



5 In The First Judicial District Court of the State of Nevada

6 In and for Carson City

7 JED MARGOLIN, an individual,

8 Plaintiff,

9 vs.

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

21 Defendants.

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
DEBTOR EXAMINATION AND
TO PRODUCE DOCUMENTS**

22 This matter comes before the Court on Plaintiff JED MARGOLIN's Motion for Debtor
23 Examination and to Produce Documents, filed on December 11, 2013.

24 The Court finds that Defendants have not opposed the Motion for Debtor Examination
25 and to Produce Documents. The non-opposition by Defendants to Plaintiff's Motion constitutes
26 a consent to the granting of the motion.

27 The Court finds good cause exists to grant Plaintiff's Motion for Debtor Examination
28 and to Produce Documents.

///

///

///

NOW, THEREFORE, IT **HEREBY IS ORDERED** as follows:

1
2 1. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
3 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
4 GHONONREZA ZANDIAN JAZI is hereby ordered to appear before the Court and answer
5 upon oath or affirmation concerning Defendant's property at a Judgment Debtor Examination
6 under the authority of a Judge of the Court on the following date February 11, 2014 @ 9:00 a.m.; and,

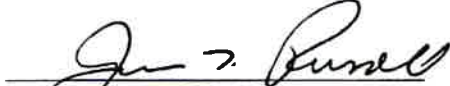
7
8 2. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
9 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
10 GHONONREZA ZANDIAN JAZI is hereby ordered to produce to Mr. Margolin's counsel at
11 least one week prior to the Judgment Debtor Examination, so that counsel may effectively
12 review and question Zandian regarding the documents, all information and documents
13 identifying, related to, and/or comprising the following:


- 14
15 a. Any and all information and documentation identifying real property, computers,
16 cell phones, intellectual property, vehicles, brokerage accounts, bank deposits and
17 all other assets that may be available for execution to satisfy the Judgment entered
18 by the Court, including, but not limited to, information relating to financial
19 accounts, monies owed to Zandian by others, etc.
- 20 b. Documents sufficient to show Zandian's balance sheet for each month for the years
21 2007 to the present.
- 22 c. Documents sufficient to show Zandian's gross revenues for each month for the
23 years 2007 to the present.
- 24 d. Documents sufficient to show Zandian's costs and expenses for each month for the
25 years 2007 to the present.
- 26 e. All tax returns filed by Zandian with any governmental body for the years 2007 to
27 the present, including all schedules, W-2's and 1099's.
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- f. All of Zandian's accounting records, computerized electronic and/or printed on paper format for the years 2007 to the present.
- g. All of Zandian's statements, cancelled checks and related banking documents for any bank, brokerage or other financial account at least partially controlled by Zandian, or recorded in the name of Zandian or for Zandian's benefit, for the years 2007 to the present.
- h. All of Zandian's checkbooks, checkbook stubs and checkbook entries for the years 2007 to the present.
- i. Documents sufficient to show the means and source of payment of Zandian's current residence and any other residence for the years 2007 to the present.
- j. Documents sufficient to show the means and source of payment of Zandian's counsel in this matter.
- k. Any settlement agreements by which another party has agreed to pay money to Zandian.

DATED: This 13 day of January, 2014.


JAMES T. RUSSELL
DISTRICT COURT JUDGE

Respectfully submitted by,
WATSON ROUNDS, P.C.
By: 
Adam P. McMillen, Esquire
Nevada Bar No. 10678
5371 Kietzke Lane
Reno, NV 89511
Telephone: (775) 324-4100
Facsimile: (775) 333-8171
Email: amcmillen@watsonrounds.com
Attorney for Plaintiff

ORIGINAL

1 Matthew D. Francis (6978)
2 Adam P. McMillen (10678)
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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2014 JAN 17 PM 3:05
ALAN GLOVER
BY [Signature] CLERK
OFFICE

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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

**OPPOSITION TO MOTION FOR
STAY OF PROCEEDINGS TO
ENFORCE JUDGMENT
PURSUANT TO NRCP 62(B)**

Zandian's Motion for Stay of Proceedings to Enforce Judgment Pursuant to NRCP 62(B) is solely based upon the fact that his Motion to Set Aside Default Judgment, filed on December 20, 2013, is currently pending and he would have to post a bond. Zandian requests the Court stay the enforcement of the judgment against him until such time as the Court renders a decision on the pending Motion to Set Aside Default Judgment.

However, there is no basis to set aside the default judgment, the requested stay should be denied, and execution efforts, including the debtor's examination scheduled for February 11, 2014, should proceed forward. See Opposition to Set Aside Default Judgment, filed herein

1 on 1/9/14; Order Granting Plaintiff's Motion for Debtor Examination and to Produce
2 Documents, dated 1/13/14. At the very least, if a stay is granted – which it should not be – a
3 bond should be required to protect Mr. Margolin's interests, especially considering the fact
4 that Zandian has consistently and intentionally evaded his responsibilities related to this
5 matter. Zandian's latest attempts to set aside the judgment and stay proceedings are just more
6 evidence of Zandian's desire to avoid this proceeding or drag it out unnecessarily.

7 **I. The Court Enjoys Wide Discretion Under NRCP 62(b)**

8 "In its discretion...the court may stay the execution of or any proceedings to enforce a
9 judgment..." NRCP 62(b). Zandian has provided no credible basis for setting aside the
10 default judgment. *See* Opposition to Set Aside Default Judgment, filed herein on 1/9/14.
11 Zandian's only justification for the requested stay is the pending motion to set aside the default
12 judgment and his potential financial burden in posting a bond. *See* Motion for Stay, dated
13 12/30/13. Since there is no credible basis for setting aside the default judgment and any
14 financial burden has been caused by his actions and inactions, there is no justification for the
15 requested stay, and the requested stay should be denied.

16 **II. NRCP 62(b) Allows The Court To Require Security**

17 "In its discretion and on such conditions for the security of the adverse party as are
18 proper, the court may stay the execution of or any proceedings to enforce a judgment..."
19 NRCP 62(b). Therefore, Rule 62(b) allows the Court to require a bond if a stay is granted
20 pending determination of a post-trial motion.

21 Zandian has proved to be purposely evasive. *See* Opposition to Set Aside Default
22 Judgment, filed herein on 1/9/14; *see also previous motions filed herein*. Therefore, if a stay is
23 granted, Plaintiff respectfully requests Zandian be required to post a bond equal to the amount
24 of the judgment in order to protect the interests of Mr. Margolin. The fact that Zandian may
25 incur some expense in obtaining a bond should not weigh in his favor.
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III. Conclusion

For the reasons stated above, Mr. Margolin respectfully requests that this Court deny Mr. Zandian's motion to set aside the default judgment and deny the requested stay.

AFFIRMATION PURSUANT TO NRS 239B.030

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

Dated this 16th day of January, 2014.

BY: 
Matthew D. Francis (6978)
Adam P. McMillen (10678)
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 NRCP 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, **OPPOSITION TO MOTION FOR STAY OF**
5 **PROCEEDINGS TO ENFORCE JUDGMENT PURSUANT TO NRCP 62(B)**, addressed
6 as follows:

7 Optima Technology Corp.
8 A California corporation
9 8401 Bonita Downs Road
Fair Oaks, CA 95628

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

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

Johnathon Fayeghi, Esq.
Hawkins Melendrez
9555 Hillwood Dr. Suite 150
Las Vegas, NV 89134
Counsel for Reza Zandian

13 Optima Technology Corp.
14 A California corporation
15 8775 Costa Verde Blvd. #501
San Diego, CA 92122

16
17 Dated: January 16, 2014


Nancy Lindsley

ORIGINAL

1 Matthew D. Francis (6978)
2 Adam P. McMillen (10678)
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
2014 JAN 17 PM 3:05
ALAN GLOVER
BY [Signature] DEPUTY CLERK

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
19 aka GOLAMREZA ZANDIANJAZI
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23 ZANDIAN JAZI, an individual, DOE Companies
24 1-10, DOE Corporations 11-20, and DOE
25 Individuals 21-30,

26 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF'S MOTION
FOR DEBTOR EXAMINATION AND
TO PRODUCE DOCUMENTS**

27 TO: All parties:

28 **PLEASE TAKE NOTICE** that on January 13, 2014 the Court entered its Order
Granting Plaintiff's Motion for Debtor Examination and to Produce Documents. Attached as
Exhibit 1 is a true and correct copy of the Order Granting Plaintiff's Motion for Debtor
Examination and to Produce Documents.

Affirmation Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the

1 social security number of any person.

2 DATED: January 16, 2014.

WATSON ROUNDS

3

4

By: *Adam P. McMillen*

5

Matthew D. Francis

6

Adam P. McMillen

7

Watson Rounds

8

5371 Kietzke Lane

9

Reno, NV 89511

10

Attorneys for Plaintiff Jed Margolin

11

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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCF 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, NOTICE OF ENTRY OF ORDER GRANTING
5 PLAINTIFF'S MOTION FOR DEBTOR EXAMINATION AND TO PRODUCE
6 DOCUMENTS, addressed as follows:

7 Optima Technology Corp.
8 A California corporation
9 8401 Bonita Downs Road
Fair Oaks, CA 95628

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

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San Diego, CA 92122

16 Optima Technology Corp.
17 A Nevada corporation
18 8775 Costa Verde Blvd. #501
San Diego, CA 92122

19 Johnathon Fayeghi, Esq.
20 Hawkins Melendrez
21 9555 Hillwood Dr., Suite 150
Las Vegas, NV 89134
Counsel for Reza Zandian

22 Dated: This 16th day of January, 2014.

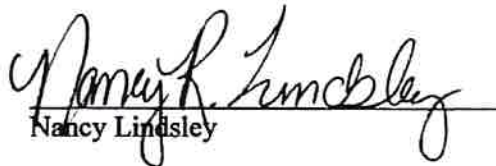
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24 Nancy Lindsley
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Exhibit 1

Exhibit 1

1 Case No. 09 OC 00579 1B

2 Dept. No. I

RECORDED & FILED

2014 JAN 13 PM 4:16

ALAN GLOVER

C. Cooper

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4
5 In The First Judicial District Court of the State of Nevada

6 In and for Carson City

7 JED MARGOLIN, an individual,

8 Plaintiff,

9 vs.

10 OPTIMA TECHNOLOGY CORPORATION,
11 a California corporation, OPTIMA
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13 corporation, REZA ZANDIAN
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21 Defendants.

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DEBTOR EXAMINATION AND
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26 a consent to the granting of the motion.

27 The Court finds good cause exists to grant Plaintiff's Motion for Debtor Examination
28 and to Produce Documents.

///

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///

1 NOW, THEREFORE, IT HEREBY IS ORDERED as follows:

2 1. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
3 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
4 GHONONREZA ZANDIAN JAZI is hereby ordered to appear before the Court and answer
5 upon oath or affirmation concerning Defendant's property at a Judgment Debtor Examination
6 under the authority of a Judge of the Court on the following date February 11, 2014 @ 9:00^{am}; and,

7 2. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
8 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
9 GHONONREZA ZANDIAN JAZI is hereby ordered to produce to Mr. Margolin's counsel at
10 least one week prior to the Judgment Debtor Examination, so that counsel may effectively
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- 14 a. Any and all information and documentation identifying real property, computers,
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18 accounts, monies owed to Zandian by others, etc.
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20 2007 to the present.
 - 21 c. Documents sufficient to show Zandian's gross revenues for each month for the
22 years 2007 to the present.
 - 23 d. Documents sufficient to show Zandian's costs and expenses for each month for the
24 years 2007 to the present.
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26 the present, including all schedules, W-2's and 1099's.
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- i. Documents sufficient to show the means and source of payment of Zandian's current residence and any other residence for the years 2007 to the present.
- j. Documents sufficient to show the means and source of payment of Zandian's counsel in this matter.
- k. Any settlement agreements by which another party has agreed to pay money to Zandian.

DATED: This 13th day of January, 2014.

James T. Russell

 JAMES T. RUSSELL
 DISTRICT COURT JUDGE

Respectfully submitted by,
 WATSON ROUNDS, P.C.
 By: *Adam P. McMillen*
 Adam P. McMillen, Esquire
 Nevada Bar No. 10678
 5371 Kietzke Lane
 Reno, NV 89511
 Telephone: (775) 324-4100
 Facsimile: (775) 333-8171
 Email: amcmillen@watsonrounds.com
 Attorney for Plaintiff

1453

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, *Proposed Order Granting Motion for Debtor*
5 *Examination and for Production of Documents*, addressed as follows:

6 Geoffrey W. Hawkins, Esquire
7 Johnathon Fayeghi, Esquire
8 Hawkins Melendrez, P.C.
9 9555 Hillwood Drive, Suite 150
10 Las Vegas, Nevada 89134

11 Alborz Zandian
12 9 Almanzora
13 Newport Beach, CA 92657-1613

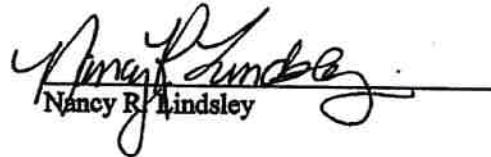
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16 8401 Bonita Downs Road
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19 A Nevada corporation
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25 San Diego, CA 92122

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

Dated: January 7th, 2014


Nancy R. Lindsley

ORIGINAL

REC'D & FILED

2014 JAN 23 PM 3:42

ALAN GLOVER
BY *[Signature]* CLERK
DEPUTY

1 RPLY
2 GEOFFREY W. HAWKINS, ESQ.
3 Nevada Bar No. 7740
4 JOHNATHON FAYEGHI, ESQ.
5 Nevada Bar No. 12736
6 HAWKINS MELENDREZ, P.C.
7 9555 Hillwood Drive, Suite 150
8 Las Vegas, Nevada 89134
9 Phone: (702) 318-8800
10 Fax: (702) 318-8801
11 ghawkins@hawkinsmelendrez.com
12 Attorneys for Defendant
13 Reza Zandian aka Goamreza Zandian
14 aka Gholamreza Zandian Jazi
15 aka Reza Jazi aka J. Reza Jazi
16 aka G. Reza Jazi aka Ghononreza
17 Zandian Jazi

11 In The First Judicial District Court Of The State Of Nevada

12 In and For Carson City

13 JED MARGOLIN, an individual.

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15 vs.

16 OPTIMA TECHNOLOGY CORPORATION,
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21 GHOLAM REZA ZANDIAN aka REZA
22 JAZI aka J. REZA JAZI aka G. REZA JAZI
23 aka GHONONREZA ZANDIAN JAZI, an
24 individual, DOE Companies 1-10, DOE
25 Corporations 11-20, and DOE Individuals 21-
26 30,

27 Defendants.

CASE NO. 090C00579 1B

DEPT. NO. 1

DEFENDANT ZANDIAN'S REPLY IN
SUPPORT OF MOTION TO SET ASIDE
DEFAULT JUDGMENT

26 Defendant REZA ZANDIAN ("Zandian") by and through his attorney Geoffrey W.
27 Hawkins, Esq., of the law firm HAWKINS MELENDREZ P.C., and pursuant to NRCP 55 and 60,
28

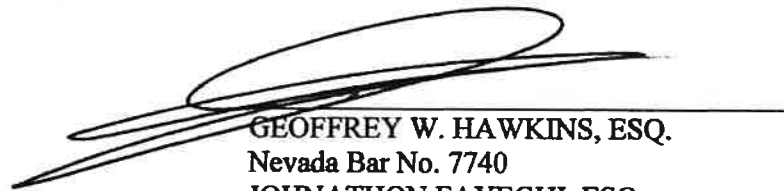
HAWKINS MELENDREZ, P.C.
9555 Hillwood Drive, Suite 150
Las Vegas, Nevada 89134
Telephone (702) 318-8800 • Facsimile (702) 318-8801

1 hereby submits DEFENDANT ZANDIAN'S REPLY IN SUPPORT OF MOTION TO SET ASIDE
2 DEFAULT JUDGMENT.

3 This Reply is made and based upon the papers and pleadings on file herein, the
4 Memorandum of Points and Authorities, the Affidavit of Reza Zandian attached hereto as Exhibit
5 A, and any oral argument this Honorable Court permits at the hearing.

6 DATED this 21st day of January, 2014.

7
8 **HAWKINS MELENDREZ, P.C.**

9
10 

11 GEOFFREY W. HAWKINS, ESQ.
12 Nevada Bar No. 7740
13 JOHNATHON FAYEGHI, ESQ.
14 Nevada Bar No. 12736
15 9555 Hillwood Drive, Suite 150
16 Las Vegas, NV 89134
17 Phone: (702) 318-8800
18 *Attorneys for Defendant*
19 *Reza Zandian*

HAWKINS MELENDREZ, P.C.
9555 Hillwood Drive, Suite 150
Las Vegas, Nevada 89134
Telephone (702) 318-8800 • Facsimile (702) 318-8801

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HAWKINS MELENDEZ, P.C.
9555 Hillwood Drive, Suite 150
Las Vegas, Nevada 89134
Telephone (702) 318-8900 • Facsimile (702) 318-8901

1 POINTS AND AUTHORITIES

2 I.

3 INTRODUCTION

4 The crux of Plaintiff's Opposition is that Defendant REZA ZANDIAN ("Zandian")
5 maintained his San Diego address, knew about the instant matter after his prior counsel withdrew,
6 and continued to receive notice of the instant matter after his prior counsel withdrew. Plaintiff
7 attached eleven exhibits to his Opposition in an attempt to demonstrate that Defendant Zandian
8 maintained the San Diego address provided to the Court by John Peter Lee, Esq., and continued to
9 live in the United States rather than France. However, said exhibits fail to prove anything with
10 regard to Defendant Zandian's residency. Furthermore, said exhibits fail to prove that Defendant
11 Zandian continued to receive notice of the papers, pleadings and motions in the instant matter.

12 The simple truth is that Defendant Zandian has resided in Paris, France since August 2011
13 and due to the fact that his prior counsel provided the Court with an incorrect address upon
14 withdrawal, Defendant Zandian did not receive any pleadings or written discovery related to the
15 instant matter since April 26, 2012. See Affidavit of Reza Zandian in Support of Motion to Set
16 Aside Default Judgment, attached hereto as Exhibit A. As such, Defendant Zandian's failure to
17 respond to Plaintiff's written discovery and failure to oppose Plaintiff's Motion for Sanctions and
18 Application for Entry of Default Judgment were clearly due to circumstances that constitute
19 excusable neglect under NRCPC 60(b)(1).

20 In addition, as Defendant Zandian had already appeared in this action, Plaintiff was required
21 to provide Defendant Zandian with a three day notice of Plaintiff's Application for Entry of Default
22 Judgment. However, Plaintiff failed to provide Defendant Zandian with the required three day
23 notice. In fact, Plaintiff's Opposition does not dispute the fact that Plaintiff failed to provide a three
24 day notice of Plaintiff's Application for Entry of Default Judgment. Pursuant to the holding in
25 *Christy v. Carlisle* 94 Nev. 651, 584 P.2d 687 (1987), Plaintiff's failure to serve Defendant Zandian
26 with a three day notice of Plaintiff's Application for Entry of Default Judgment voids the Default
27 Judgment against Defendant Zandian.

28 ///

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II.

LEGAL ARGUMENT

A. Plaintiff Failed To Provide Defendant Zandian With Written Notice Of Application For Default Judgment.

As this Court is aware, if a defendant enters an appearance or if the plaintiff knows of the identity of the defendant's counsel, the plaintiff has an obligation to notify the defendant of his intent to take a default. *Christy v. Carlisle*, 94 Nev. 651, 584 P.2d 687 (1987); *Rowland v. Lepire*, 95 Nev. 639, 600 P.2d 237 (1979); *Gazin v. Hoy*, 102 Nev. at 438; Nev. Sup. CT.R. 1752. A failure to provide said notice requires a default to be set aside. *Id.*

As asserted in Defendant Zandian's Motion, Plaintiff failed to provide Defendant Zandian with the required three-day notice prior to filing his April 17, 2013 Application for Entry of Default Judgment. Plaintiff, through his counsel, had knowledge of Defendant Zandian's French address as early as March 2013. Said knowledge came from Watson & Rounds' (Plaintiff's counsel's firm) representation of Fred Sadri in the Nevada Supreme Court Case No. 62839. (*See* Notice of Appeal in Nevada Supreme Court Case No. 62839, attached hereto as **Exhibit B**. Said Notice of Appeal contains the French address of Defendant Zandian and was mailed to Watson & Rounds as counsel for Fred Sadri in March 2013.) Pursuant to the holdings in *Christy* and *Rowland*, Plaintiff's failure to provide written notice of his Application for Default Judgment requires this Court set aside the June 24, 2013 Default Judgment against Defendant Zandian.

Moreover, Plaintiff's Opposition completely fails to oppose and/or discuss the absence of the required three-day notice of intent to take default. Said failure to oppose on the part of Plaintiff should constitute an admission that Plaintiff failed to provide Defendant Zandian with the required notice and consent to the granting of Defendant Zandian's Motion to Set Aside Default Judgment in line with the mandates of this Court's rules. *See King v. Carlidge*, 121 Nev. 926, 927, 124 P.3d 1161, 1162 (2005) (stating that an unopposed motion may be considered as an admission of merit and consent to grant the motion) (*citing* DCR 13(3)); *See also* First Judicial District Court Rule 15(5) (failure of an opposing party to file a memorandum of points and authorities in opposition to any motion within the time permitted shall constitute a consent to the granting of the motion).

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1 **B. Defendant Zandian Has Demonstrated Excusable Neglect Under NRCP 60(b)**

2 In his Opposition, Plaintiff states “the evidence overwhelmingly demonstrates Zandian
3 maintained the same address John Peter Lee provided to the Court, even after Zandian allegedly
4 moved to France in August 2011, and the evidence similarly demonstrates Zandian continued to live
5 in the United States, not France.” The evidence Plaintiff is referring to consists of the following:
6 checks made payable to “Reza Zandian & Niloofar Foughani JT Ten, 8775 Costa Verde Blvd Apt
7 217, San Diego, CA 92122”; a Wells Fargo withdrawal slip dated February 20, 2013; various Wells
8 Fargo checks signed by Defendant Zandian with the 8775 Costa Verde Blvd, San Diego, CA
9 address printed on the checks; Defendant Zandian’s Wells Fargo bank statements with the San
10 Diego address printed on the bank statements; and Visa statements showing purchases made in
11 California in September of 2011 and March of 2013.

12 Contrary to the assertions made in Plaintiff’s Opposition, the aforementioned evidence
13 completely fails to prove that Zandian maintained the 8775 Costa Verde Blvd, San Diego, CA
14 address after he moved to France in August 2011. As represented in Defendant Zandian’s
15 Affidavit, attached hereto as **Exhibit A** and incorporated herein, Defendant Zandian has resided in
16 Paris, France since August 2011 and has not resided at 8775 Costa Verde Blvd., San Diego, CA
17 92122 since August 2011. The fact that the San Diego address appears on checks made payable to
18 Defendant Zandian and/or issued by Defendant Zandian does not indicate that he continued to
19 reside at said address after August 2011. In fact, it is quite common for a business to have an
20 outdated address on file for a particular individual or for said individual to maintain checks with an
21 outdated address printed on the checks. Moreover, none of the evidence provided by Plaintiff
22 demonstrates that the checks found in Plaintiff’s Exhibits 2,3,5,6, and 12 were sent from or received
23 by Defendant Zandian in the United States.

24 Due to the fact that Defendant Zandian’s prior counsel, John Peter Lee Esq., provided the
25 Court with an incorrect address upon withdrawing as counsel, Defendant Zandian never received
26 any pleadings or discovery in this matter after April 26, 2012. Plaintiff’s Opposition fails to
27 provide any evidence demonstrating that Defendant Zandian did in fact receive pleadings or
28 discovery in this matter subsequent to April 26, 2012.

1 As was the case in the Supreme Court case of *Stoecklein v. Johnson Elec., Inc.*, Defendant
2 Zandian's failure to respond to Plaintiff's written discovery and failure to oppose Plaintiff's Motion
3 for Sanctions and Application for Entry of Default Judgment were due to circumstances that
4 constitute excusable neglect under NRCPC 60(b)(1). As such, Defendant Zandian's Motion to Set
5 Aside Default Judgment should be granted.

6 **III.**

7 **CONCLUSION**

8 Based on the foregoing, Defendant Reza Zandian respectfully requests that the default
9 judgment be set aside to allow him to respond as intended.

10 **AFFIRMATION PURSUANT TO NRS 239B.030**

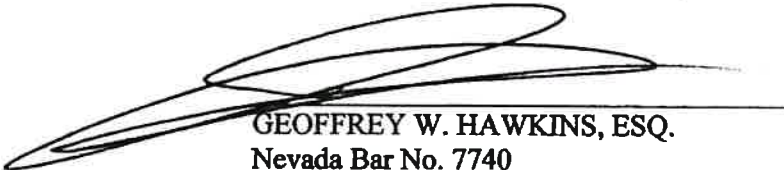
11 The undersigned does hereby affirm that the preceding document does not contain the social
12 security number of any person.

13 **DECLARATION**

14 The undersigned also declares under penalty of perjury that the foregoing is true and
15 accurate to the best of my knowledge.

16 Dated this 24th day of January, 2014.

17
18 **HAWKINS MELENDREZ, P.C.**

19
20
21 
22 GEOFFREY W. HAWKINS, ESQ.
23 Nevada Bar No. 7740
24 JOHNATHON FAYEGHI, ESQ.
25 Nevada Bar No. 12736
26 9555 Hillwood Drive, Suite 150
27 Las Vegas, NV 89134
28 Phone: (702) 318-8800
*Attorneys for Defendant
Reza Zandian*

CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that, on the 21st day of January, 2014, service of **DEFENDANT ZANDIAN'S REPLY IN SUPPORT OF MOTION TO SET ASIDE DEFAULT JUDGMENT** was made this date by depositing a true copy of the same for mailing, first class mail, at Las Vegas, Nevada, addressed follows:

Matthew D. Francis
Adam P. McMillen
WATSON ROUNDS
5371 Kietzke Lane
Reno, Nevada 89511
Attorneys for Plaintiff
Jed Margolin


An employee of Hawkins Melendrez, P.C.

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INDEX OF EXHIBITS

Exhibit No.	TITLE	NUMBER OF PAGES
A	Affidavit of Reza Zandian in Support of Motion to Set Aside Default Judgment	2
B	Notice of Appeal in Nevada Supreme Court Case No. 62839/Eighth Judicial District Court Case No. A635430	2

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Exhibit A

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

Executed this 17 day of January, 2014.


REZA ZANDIAN

Subscribed and Sworn to before me this 17 day of January, 2014.

CAROLINE AL TAWIL
Conseillère de Clientèle
~~Agente Partis Passy~~

Notary Public in and for Said State and County

(SEAL)

HAWKINS MELENDEZ, P.C.
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Exhibit B

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CLERK OF THE COURT

1 NOAS
2 REZA ZANDIAN
3 6, rue Edouard Fournier
4 75116 Paris, France
5 Pro Per Appellant

6 DISTRICT COURT
7 CLARK COUNTY, NEVADA

8 GHOLAMREZA ZANDIAN JAZI, also
9 known as REZA ZANDIAN, individually,

10 Plaintiff,

11 v.

12 FIRST AMERICAN TITLE COMPANY, a
13 Nevada business entity; JOHNSON SPRING
14 WATER COMPANY, LLC, formerly known
15 as BIG SPRING RANCH, LLC, a Nevada
16 Limited Liability Company, FRED SADRI,
17 Trustee of the Star Living Trust, RAY
18 KOROGHLI, individually, and ELIAS
19 ABRISHAMI, individually,

20 Defendants.

CASE NO.: A-11-635430-C
DEPT. NO.: IV

21 AND ALL RELATED COUNTERCLAIMS
22 AND THIRD-PARTY CLAIMS

23 1334.004072-43

24 **NOTICE OF APPEAL**

25 Notice is hereby given that REZA ZANDIAN a member of the above named company,
26 hereby appeals to the Supreme Court of Nevada from the Order to Distribute Attorney Fee and Costs
27 Awards to Defendants entered in this action on the 15th day of February, 2013.

28 DATED this 15th day of March, 2013.

BY: 
REZA ZANDIAN
6, rue Edouard Fournier
75116 Paris, France
Pro Per Appellant

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the ___ day of March, 2013, I served a copy of the above and foregoing NOTICE OF APPEAL, upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Stanley W. Parry
100 North City Parkway, Ste. 1750
Las Vegas, Nevada 89106

Elias Abrishami
P.O. Box 10476
Beverly Hills, California 90213

Ryan E. Johnson, Esq.
Watson & Rounds
777 North Rainbow Blvd. Ste. 350
Las Vegas, Nevada 89107



A handwritten signature in black ink, appearing to read 'H. Lee', is written over a horizontal line. The signature is somewhat stylized and loops back.

H. Lee

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W. LANGLOVER
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1 REQ

2 GEOFFREY W. HAWKINS, ESQ.

3 Nevada Bar No. 7740

4 JOHNATHON FAYEGHI, ESQ.

5 Nevada Bar No. 12736

6 HAWKINS MELENDREZ, P.C.

7 9555 Hillwood Drive, Suite 150

8 Las Vegas, Nevada 89134

9 Phone: (702) 318-8800

10 Fax: (702) 318-8801

11 ghawkins@hawkinsmelendrez.com

12 Attorneys for Defendant

13 Reza Zandian aka Goamreza Zandian

14 aka Gholamreza Zandian Jazi

15 aka Reza Jazi aka J. Reza Jazi

16 aka G. Reza Jazi aka Ghononreza

17 Zandian Jazi

18 In The First Judicial District Court Of The State Of Nevada

19 In and For Carson City

20 JED MARGOLIN, an individual.

21 Plaintiff,

22 vs.

23 OPTIMA TECHNOLOGY CORPORATION,
24 a California corporation, OPTIMA
25 TECHNOLOGY CORPORATION, a Nevada
26 corporation, REZA ZANDIAN aka
27 GOLAMREZA ZANDIANJAZI aka
28 GHOLAM REZA ZANDIAN aka REZA
29 JAZI aka J. REZA JAZI aka G. REZA JAZI
30 aka GHONONREZA ZANDIAN JAZI, an
31 individual, DOE Companies 1-10, DOE
32 Corporations 11-20, and DOE Individuals 21-
33 30,

34 Defendants.

CASE NO. 090C00579 1B

DEPT. NO. 1

REQUEST FOR SUBMISSION AND
HEARING ON DEFENDANT REZA
ZANDIAN'S MOTION TO SET ASIDE
DEFAULT JUDGMENT

35 COMES NOW, Defendant REZA ZANDIAN by and through his attorney Geoffrey W.
36 Hawkins, Esq., of the law firm HAWKINS MELENDREZ P.C., and hereby requests that the
37 following documents be submitted to the Court:
38

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- Defendant Reza Zandian's Motion to Set Aside Default Judgment filed December 20, 2013;
- Plaintiff's Opposition to Motion to Set Aside Default Judgment filed January 9, 2014; and
- Defendant Reza Zandian's Reply in Support of Motion to Set Aside Default Judgment filed January 22, 2014

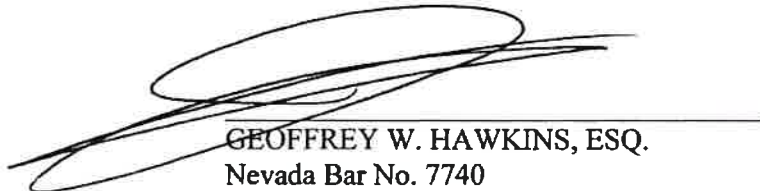
It is further requested, pursuant to First Judicial District Court Rule 15(9) that the Court set a hearing on Defendant Reza Zandian's Motion to Set Aside Default Judgment to allow oral argument

AFFIRMATION PURSUANT TO NRS 239B.030

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

DATED this 21st day of January, 2014.

HAWKINS MELENDREZ, P.C.



GEOFFREY W. HAWKINS, ESQ.
Nevada Bar No. 7740
JOHNATHON FAYEGHI, ESQ.
Nevada Bar No. 12736
9555 Hillwood Drive, Suite 150
Las Vegas, NV 89134
Phone: (702) 318-8800
*Attorneys for Defendant
Reza Zandian*

CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that, on the 21st day of January, 2014, service of **REQUEST FOR SUBMISSION AND HEARING ON DEFENDANT REZA ZANDIAN'S MOTION TO SET ASIDE DEFAULT JUDGMENT** was made this date by depositing a true copy of the same for mailing, first class mail, at Las Vegas, Nevada, addressed follows:

Matthew D. Francis
Adam P. McMillen
WATSON ROUNDS
5371 Kietzke Lane
Reno, Nevada 89511
Attorneys for Plaintiff
Jed Margolin


An employee of Hawkins Melendrez, P.C.

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1 **RPLY**
2 GEOFFREY W. HAWKINS, ESQ.
3 Nevada Bar No. 7740
4 JOHNATHON FAYEGHI, ESQ.
5 Nevada Bar No. 12736
6 **HAWKINS MELENDREZ, P.C.**
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9 Phone: (702) 318-8800
10 Fax: (702) 318-8801
11 ghawkins@hawkinsmelendrez.com
12 *Attorneys for Defendant*
13 *Reza Zandian*

9 **In The First Judicial District Court Of The State Of Nevada**

10 **In and For Carson City**

11
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 ZANDIANJAZI aka
20 GHOLAM REZA ZANDIAN aka REZA
21 JAZI aka J. REZA JAZI aka G. REZA JAZI
22 aka GHONONREZA ZANDIAN JAZI, an
23 individual, DOE Companies 1-10, DOE
24 Corporations 11-20, and DOE Individuals 21-
25 30,

26 Defendants.

CASE NO. 090C00579 1B

DEPT. NO. 1

**DEFENDANT REZA ZANDIAN'S
REPLY IN SUPPORT OF MOTION FOR
STAY OF PROCEEDINGS TO
ENFORCE JUDGMENT PURSUANT TO
NRCPC 62(B)**

24 Defendant REZA ZANDIAN ("Zandian") by and through his attorney Geoffrey W.
25 Hawkins, Esq., of the law firm HAWKINS MELENDREZ P.C., and hereby submits his Reply in
26 Support of Motion for Stay of Proceedings to Enforce Judgment Pursuant to NRCPC 62(b).
27
28

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1 This Reply is made and based upon the provisions of NRCP 62 and the following
2 Memorandum of Points and Authorities, the pleadings and papers on file herein, and any oral
3 argument this Honorable Court may allow.

4 DATED this 22nd day of January, 2014.

5
6 **HAWKINS MELENDREZ, P.C.**

7
8 

9 GEOFFREY W. HAWKINS, ESQ.

10 Nevada Bar No. 7740

11 JOHNATHON FAYEGHI, ESQ.

12 Nevada Bar No. 12736

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14 Las Vegas, NV 89134

15 Phone: (702) 318-8800

16 *Attorneys for Defendant*

17 *Reza Zandian*

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POINTS AND AUTHORITIES

I.

INTRODUCTION

Plaintiff's Opposition asserts that there is no basis to set aside the default judgment against Defendant Zandian and therefore the requested stay should be denied. Plaintiff cites to his Opposition to Set Aside Default Judgment in support of the aforementioned assertion. However, contrary to Plaintiff's assertions Defendant Zandian has clearly demonstrated good cause for the Default Judgment entered on June 24, 2013 to be set aside pursuant to NRCP 55 and 60. Furthermore, as Defendant Zandian's Motion to Set Aside Default Judgment is currently pending before this Court it is anticipated that this Court will render its decision on Defendant Zandian's Motion to Set Aside Default Judgment promptly.

Based on the foregoing and pursuant to NRCP 62, this Court should stay any proceedings to enforce the June 24, 2013 Default Judgment against Defendant Zandian without requiring security.

II.

LEGAL ARGUMENT

A. Defendant Zandian Has Demonstrated Good Cause For The June 24, 2013 Default Judgment To Be Set Aside.

Pursuant to NRCP 62(b), this Court is authorized, in its discretion, to stay execution of, or any proceedings to enforce a judgment pending the disposition of post-trial motions brought under NRCP 60. On or about December 20, 2013, Defendant Zandian filed a Motion to Set Aside Default Judgment pursuant to NRCP 55 and 60. Promptly following the submission of Defendant Zandian's Motion to Set Aside Default Judgment, Defendant Zandian filed the instant Motion for Stay of Proceedings to Enforce Judgment Pursuant to NRCP 62(b).

Plaintiff's sole argument in opposition to Defendant Zandian's Motion for Stay is that "there is no basis to set aside the default judgment." However, Defendant Zandian's Motion to Set Aside Default Judgment is currently pending before this Court and it is this Court that possesses the authority to determine whether there is a basis for granting said motion, not Plaintiff. Furthermore, Defendant Zandian has demonstrated, via the Motion to Set Aside Default Judgment and the Reply

1474

1 in Support of Motion to Set Aside Default Judgment, that the setting aside of the June 24, 2013
2 Default Judgment is warranted.

3 As this Court is aware, if a defendant enters an appearance or if the plaintiff knows of the
4 identity of the defendant's counsel, the plaintiff has an obligation to notify the defendant of his
5 intent to take a default. *Christy v. Carlisle*, 94 Nev. 651, 584 P.2d 687 (1987); *Rowland v. Lepire*,
6 95 Nev. 639, 600 P.2d 237 (1979); *Gazin v. Hoy*, 102 Nev. at 438; Nev. Sup. CT.R. 1752. A failure
7 to provide said notice requires a default to be set aside. *Id.*

8 Furthermore, NRCP 60(b) provides that, in the court's discretion, a default judgment may be
9 set aside if the judgment was a result of mistake, inadvertence, surprise, or excusable neglect.
10 *Gutenberger v. Continental Thrift and Loan Company*, 94 Nev. 173, 175, 576 P.2d 745 (1978).

11 Defendant Zandian is entitled to the setting aside of the June 24, 2013 Default Judgment for
12 the following reasons:

- 13 • Plaintiff failed to provide Defendant Zandian with the required three day notice
14 prior to filing his April 17, 2013 Application for Entry of Default Judgment. *See*
15 Defendant Zandian's Reply in Support of Motion to Set Aside Default Judgment
16 Section II, Paragraph A;
- 17 • Defendant Zandian's failure to respond to Plaintiff's written discovery and
18 failure to oppose Plaintiff's Motion for Sanctions and Application for Entry of
19 Default Judgment were due to circumstances that constitute excusable neglect
20 under NRCP 60(b)(1). Specifically Defendant Zandian's prior counsel, John
21 Peter Lee Esq., provided the Court with an incorrect address upon withdrawing
22 as counsel, which resulted in Defendant Zandian never receiving any pleadings
23 or discovery in this matter after April 26, 2012. *See* Defendant Zandian's Reply
24 in Support of Motion to Set Aside Default Judgment Section II, Paragraph B.

25 Again, NRCP 62(b) authorizes this Court, in its discretion, to stay execution of, or any
26 proceedings to enforce a judgment pending the disposition of post-judgment motions brought under
27 NRCP 60. Defendant Zandian's Motion to Set Aside Default Judgment is a post-judgment motion
28 brought pursuant to NRCP 60. Furthermore, despite Plaintiff's assertions to the contrary Defendant

1 Zandian has provided not one but two grounds for setting aside the default judgment. As such,
2 Defendant Zandian's Motion for Stay should be granted.

3 **B. Security In The Form Of A Bond Or Other Collateral Is Unnecessary**

4 Although NRCP 62(b) does allow the district court to require security pending a
5 determination on the post trial motion, it is the common practice in Nevada to stay judgments
6 pending resolution of post-judgment motions pursuant to NRCP 62(b) without requiring a bond. *See*
7 *David N. Frederick, Post Trial Motions, NEVADA CIVIL PRACTICE MANUAL 25-30 (5th ed.*
8 *2005)* ("security in the form of a bond or other collateral is usually not required"). Since the ruling
9 on a post trial motion usually will not consume a significant amount of time, security is usually not
10 required. *Id.*

11 Plaintiff's Opposition asserts that Defendant Zandian has proved to be purposely evasive in
12 the instant matter and therefore, if a stay is granted Defendant Zandian should be required to post a
13 bond. Plaintiff's assertion that Defendant Zandian has been purposely evasive is completely
14 disingenuous. As demonstrated in Defendant Zandian's Motion to Set Aside Default Judgment and
15 Reply in support of the same, Defendant Zandian's failure to respond to Plaintiff's written
16 discovery and failure to oppose Plaintiff's Motion for Sanctions and Application for Entry of
17 Default Judgment were due to circumstances out of Defendant Zandian's control.

18 Finally, Defendant Zandian's Motion to Set Aside Default Judgment has been fully briefed
19 by both parties and is currently pending before this Court. Furthermore, on January 23, 2014,
20 Defendant Zandian filed a Request for Submission. It is anticipated that this Court will make a
21 determination on Defendant Zandian's Motion to Set Aside Default Judgment in the immediate
22 future. Therefore, Defendant Zandian should not be required to provide security in the event this
23 Court grants a stay.

24 ///

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IV.

CONCLUSION

Based on the foregoing points and authorities, Defendant Reza Zandian respectfully requests that this Court grant a stay of any proceedings to enforce the Default Judgment, including proceedings such as a debtor's examination, until after the resolution of Zandian's Motion to Set Aside Default Judgment.

AFFIRMATION PURSUANT TO NRS 239B.030

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

Dated this 29th day of January, 2014.

HAWKINS MELENDREZ, P.C.



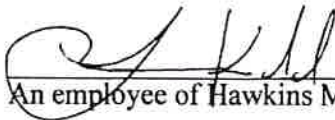
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Reza Zandian*

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CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that, on the 29th day of January, 2014, service of **DEFENDANT REZA ZANDIAN'S REPLY IN SUPPORT OF MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT PURSUANT TO NRCP 62(B)** was made this date by depositing a true copy of the same for mailing, first class mail, at Las Vegas, Nevada, addressed follows:

Matthew D. Francis
Adam P. McMillen
WATSON ROUNDS
5371 Kietzke Lane
Reno, Nevada 89511
Attorneys for Plaintiff
Jed Margolin


An employee of Hawkins Melendrez, P.C.

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Case No.: 09 OC 00579 1B

Dept. No.: 1

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ALAN GLOVER
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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.

**ORDER DENYING DEFENDANT
REZA ZANDIAN AKA GOLAMREZA
ZANDIANJAZI AKA GHOLAM REZA
ZANDIAN AKA REZA JAZI AKA J.
REZA JAZI AKA G. REZA JAZI AKA
GHONONREZA ZANDIAN JAZI'S
MOTION TO SET ASIDE DEFAULT
JUDGMENT**

This matter comes before the Court on REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA ZANDIAN JAZI's ("Zandian") Motion to Set Aside Default Judgment, dated December 19, 2013. Plaintiff Jed Margolin filed an Opposition to Set Aside Default Judgment on January 19, 2014. Zandian served a reply in support of the Motion to Set Aside on January 23, 2014. Based upon the following facts and conclusions of law, Zandian's Motion to Set Aside is DENIED.

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I. FACTUAL BACKGROUND

Plaintiff Jed Margolin is the named 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”). See Amended Complaint, filed 8/11/11, ¶¶ 9-10. In 2004, Mr. Margolin granted to Robert Adams, then CEO of Optima Technology, Inc. (later renamed Optima Technology Group (hereinafter “OTG”), a Cayman Islands Corporation specializing in aerospace technology) a Power of Attorney regarding the Patents. *Id.* at ¶ 11. Subsequently, Mr. Margolin assigned the ‘073 and ‘724 Patents to OTG and revoked the Power of Attorney. *Id.* at ¶ 13.

In May 2006, OTG and Mr. Margolin licensed the ‘073 and ‘724 Patents to Geneva Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to a royalty agreement between Mr. Margolin and OTG. *Id.* at ¶ 12. On or about October 2007, OTG licensed the ‘073 Patent to Honeywell International, Inc., and Mr. Margolin received a royalty payment pursuant to a royalty agreement between Mr. Margolin and OTG. *Id.* at ¶ 14.

On or about December 5, 2007, Zandian filed with the U.S. Patent and Trademark Office (“USPTO”) assignment documents allegedly assigning all four of the Patents to Optima Technology Corporation (“OTC”), a company apparently owned by Zandian at the time. *Id.* at ¶ 15. Shortly thereafter, on November 9, 2007, Mr. Margolin, Robert Adams, and OTG were named as defendants in the case titled *Universal Avionics Systems Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the “Arizona action”). *Id.* at ¶ 17. Zandian was not a party in the Arizona action. Nevertheless, the plaintiff in the Arizona action asserted that Mr. Margolin and OTG were not the owners of the ‘073 and ‘724 Patents, and OTG filed a cross-claim for declaratory relief against Optima Technology Corporation (“OTC”) in order to obtain legal title to the respective patents. *Id.*

On August 18, 2008, the United States District Court for the District of Arizona entered a default judgment against OTC and found that OTC had no interest in the ‘073 or ‘724 Patents, and that the assignment documents filed with the USPTO were “forged, invalid,

1 void, of no force and effect.” *Id.* at ¶ 18; *see also* Exhibit B to Zandian’s Motion to Dismiss,
2 dated 11/16/11, on file herein.

3 Due to Zandian’s acts, title to the Patents was clouded and interfered with Plaintiff’s
4 and OTG’s ability to license the Patents. *Id.* at ¶ 19. In addition, during the period of time Mr.
5 Margolin worked to correct record title of the Patents in the Arizona action and with the
6 USPTO, he incurred significant litigation and other costs associated with those efforts. *Id.* at ¶
7 20.

8 II. PROCEDURAL BACKGROUND

9 Plaintiff filed his Complaint on December 11, 2009, and the Complaint was personally
10 served on Zandian on February 2, 2010, and on Defendants Optima Technology Corporation, a
11 Nevada corporation, and Optima Technology Corporation, a California corporation on March
12 21, 2010. Zandian’s answer to Plaintiff’s Complaint was due on February 22, 2010, but
13 Zandian did not answer the Complaint or respond in any way. Default was entered against
14 Zandian on December 2, 2010, and Plaintiff filed and served a Notice of Entry of Default on
15 Zandian on December 7, 2010 and on his last known attorney on December 16, 2010.

16 The answers of Defendants Optima Technology Corporation, a Nevada corporation,
17 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,
18 but Defendants did not answer the Complaint or respond in any way. Default was entered
19 against Defendants Optima Technology Corporation, a Nevada corporation, and Optima
20 Technology Corporation, a California corporation on December 2, 2010. Plaintiff filed and
21 served a Notice of Entry of Default on the corporate entities on December 7, 2010 and on their
22 last known attorney on December 16, 2010.

23 The defaults were set aside and Zandian’s motion to dismiss was denied on August 3,
24 2011. On September 27, 2011, this Court ordered that service of process against all
25 Defendants may be made by publication. As manifested by the affidavits of service, filed
26 herein on November 7, 2011, all Defendants were duly served by publication by November
27 2011.

1 On February 21, 2012, the Court denied Zandian's motion to dismiss the Amended
2 Complaint. On March 5, 2012, Zandian served a General Denial to the Amended Complaint.
3 On March 13, 2012, the corporate Defendants served a General Denial to the Amended
4 Complaint.

5 On June 28, 2012, this Court issued an order requiring the corporate Defendants to
6 retain counsel and that counsel enter an appearance on behalf of the corporate Defendants by
7 July 15, 2012. The June 28, 2012 order further provided that if no such appearance was
8 entered, the corporate Defendants' General Denial would be stricken. Since no appearance
9 was their behalf of the corporate Defendants, a default was entered against them on September
10 24, 2012. A notice of entry of default judgment was filed and served on November 6, 2012.

11 On July 16, 2012, Mr. Margolin served Zandian with Mr. Margolin's First Set of
12 Requests for Admission, First Set of Interrogatories, and First Set of Requests for Production
13 of Documents, but Zandian never responded to these discovery requests. As such, on
14 December 14, 2012, Mr. Margolin filed and served a Motion for Sanctions pursuant to NRC
15 37. In this Motion, Mr. Margolin requested this Court strike the General Denial of Zandian,
16 and award Mr. Margolin his fees and costs incurred in bringing the Motion.

17 On January 15, 2013, this Court issued an order striking the General Denial of Zandian
18 and awarding his fees and costs incurred in bringing the NRC 37 Motion. A default was
19 entered against Zandian on March 28, 2013, and a notice of entry of default judgment was
20 filed and served on April 5, 2013.

21 On April 17, 2013, Mr. Margolin filed an Application for Default Judgment, which was
22 served on Zandian and the corporate Defendants. Since Zandian did not respond to the
23 Application for Default Judgment, a Default Judgment was entered on June 24, 2013. Notice
24 of entry of the Default Judgment was served on Zandian on June 26, 2013 and filed on June
25 27, 2013.

26 Over five and a half months later, on December 19, 2013, Zandian served his Motion
27 to Set Aside on Plaintiff. Zandian's Motion to Set Aside claims that he never received any
28 written discovery or notice of the pleadings and papers filed in this matter after his counsel

1 withdrew as his former counsel provided an erroneous last known address to the Court and the
2 parties when he withdrew, and therefore Zandian requests that the judgment be set aside.

3 III. FINDINGS AND CONCLUSIONS OF LAW

4 A party seeking to set aside a default judgment has the burden to prove mistake,
5 inadvertence, surprise, or excusable neglect by a preponderance of the evidence. *Kahn v.*
6 *Orme*, 108 Nev. 510, 513–14, 835 P.2d 790, 793 (1992). The Court finds that Zandian has not
7 met the burden to prove mistake, inadvertence, surprise, or excusable neglect by a
8 preponderance of the evidence.

9 Specifically, Zandian has not met the factors set forth in *Kahn* to compel the court to
10 set aside the judgment. *Id.* at 513, 835 P.2d at 792–93 (holding that the district court must
11 consider whether the party moving to set aside a judgment promptly applied to remove the
12 judgment, lacked intent to delay the proceedings, lacked knowledge of the procedural
13 requirements, and demonstrated good faith, in addition to considering the state's underlying
14 policy of resolving cases on the merits). Zandian failed to promptly apply for relief, has not
15 established a lack of intent to delay these proceedings or a lack of knowledge of the procedural
16 requirements, and did not provide a good-faith reason for the over five-and-a-half-month gap
17 between entry of default and the time he obtained new counsel and filed the Motion to Set
18 Aside Default Judgment.

19 a. Zandian Did Not Promptly Apply To Remove The Judgment

20 Even though a motion to set aside a judgment may be filed within the six month
21 deadline provided for in NRCP 60(b), a party can still fail to act promptly. *See Kahn* 108 Nev.
22 at 514, 835 P.2d at 793. Therefore, “want of diligence in seeking to set aside a judgment is
23 ground enough for denial of such a motion.” *Id.* (citing *Union Petrochemical Corp. v. Scott*,
24 96 Nev. 337, 339, 609 P.2d 323, 324 (1980) (citing *Lentz v. Boles*, 84 Nev. 197, 438 P.2d 254
25 (1968); *Hotel Last Frontier v. Frontier Prop.*, 79 Nev. 150, 380 P.2d 293 (1963)).

26 Despite his knowledge of the default judgment, Zandian did not move to have the
27 judgment set aside until nearly six months after its entry. Although Zandian argues he did not
28 receive notice of the various proceedings, notice was mailed to his address. Therefore, the

1 notice requirement of NRC 55 was fulfilled as Plaintiff served written notice of the
2 application for default judgment. Moreover, NRC 55 is likely not implicated since the
3 judgment ultimately resulted from sanctions arising from Zandian's failure to respond to
4 discovery. *See Durango Fire Protection, Inc. v. Troncoso*, 120 Nev. 658 (2004) (trial court's
5 entry of judgment for plaintiff, in action for breach of contract, after striking defendant's
6 answer was a sanction for defendant's failure to appear at several hearings and calendar calls
7 rather than a default judgment, and thus, civil procedure rule requiring written notice before
8 entry of default judgment was not applicable).

9 Further, First Judicial District Court Rule 22(3) expressly states that "[a]ny form of
10 order permitting withdrawal of an attorney submitted to the Court for signature shall contain
11 the address at which the party is to be served with notice of all further proceedings." Plaintiff
12 had a right to rely on the address given by Zandian's prior attorney.

13 No evidence supports Zandian's claims that he lacked knowledge of this matter. Even
14 if Zandian was living in France, for which no competent evidence has been provided to this
15 Court, Zandian was required to provide the Court and the parties with his new address.
16 However, Zandian never informed this Court or the parties of any address change. The record
17 demonstrates that the Plaintiff's discovery requests, motions, application for judgment, orders
18 and notice of judgment were all mailed to Zandian's address of record. Under NRC 5(b),
19 service by mail is complete upon mailing. Thus, Zandian received notice of the proceedings
20 and his repeated failure to respond constituted inexcusable neglect.

21 **b. Zandian Has Failed To Show He Lacked Intent To Delay**

22 Zandian received all of the papers and pleadings in this matter. However, he failed to
23 respond to Plaintiff's discovery and willfully ignored the proceedings of this matter. In fact,
24 Zandian waited nearly six months to secure new counsel and file the motion to set aside.
25 Furthermore, Zandian failed to file an opposition to the application for judgment.
26 Accordingly, the Court finds that Zandian has failed to establish the absence of an intent to
27 delay.

28 **c. Whether Zandian Lacked Knowledge Of Procedural Requirements**

1 Zandian unquestionably had notice of the written discovery, motions and orders filed in
2 this matter, and yet he ignored all of these documents. All that was required of Zandian was to
3 either personally respond to the discovery and motions or obtain counsel to appear on his
4 behalf. Zandian knew discovery had been served but deliberately chose to ignore it. Zandian
5 knew a motion for sanctions and an application for judgment had been filed, which led to the
6 judgment, but Zandian chose to ignore those items as well. Zandian's failure to obtain new
7 counsel or otherwise act on his own behalf is inexcusable. See *Kahn* 108 Nev. at 514-15, 835
8 P.2d at 793-4. As the Nevada Supreme Court stated in *Kahn*:

9 we are not confronted here with some subtle or technical aspect of
10 procedure, ignorance of which could readily be excused. The requirements
11 of the rule are simple and direct. *To condone the actions of a party who has*
12 *sat on its rights only to make a last-minute rush to set aside judgment would*
be to turn NRCP 60(b) into a device for delay rather than the means for
relief from an oppressive judgment that it was intended to be.

13 *Id.* (citing *Union*, 96 Nev. at 339, 609 P.2d at 324 (citing *Franklin v. Bartsas Realty, Inc.*, 95
14 Nev. 559, 598 P.2d 1147 (1979); *Central Operating Co. v. Utility Workers of America*, 491
15 F.2d 245 (4th Cir.1974)) (emphasis added in original)).

16 Zandian had sufficient knowledge to act responsibly. He had previously retained
17 counsel to defend this action and retained new counsel to set aside the judgment. Therefore,
18 this Court cannot conclude that Zandian failed to respond to set aside the default judgment
19 because he was ignorant of procedural requirements.

20
21 **d. Whether Zandian Acted In Good Faith**

22 Zandian has not provided any valid reason for failing to respond to the requested
23 discovery, the motion for sanctions or the application for judgment. Furthermore, he has not
24 provided a reasonable explanation for waiting over five months to obtain other counsel despite
25 having knowledge of the judgment entered against him.

26
27 Based upon the fact that Zandian knew about this case and continued to receive the
28 papers and pleadings from this matter, it was inexcusable for Zandian not to respond to the

1 earlier discovery requests and motions. Zandian has not demonstrated good faith. In fact,
2 Zandian has only demonstrated inexcusable neglect by his willful failure to respond to, and
3 participate in, this action. Accordingly, the Court determines that Zandian lacked good faith in
4 contesting this action.

5 **e. Whether This Case Should Be Tried On The Merits For Policy Reasons**

6 The Nevada Supreme Court has held that “good public policy dictates that cases be
7 adjudicated on their merits.” *See Kahn* 108 Nev. at 516, 835 P.2d at 794 (citing *Hotel Last*
8 *Frontier v. Frontier Prop.*, 79 Nev. 150, 155–56, 380 P.2d 293, 295 (1963) (original
9 emphasis). However, this policy has its limits:
10

11 We wish not to be understood, however, that this judicial tendency to grant
12 relief from a default judgment implies that the trial court should always
13 grant relief from a default judgment. Litigants and their counsel may not
14 properly be allowed to disregard process or procedural rules with impunity.
15 Lack of good faith or diligence, or lack of merit in the proposed defense,
16 may very well warrant a denial of the motion for relief from the judgment.

17 *Id.* (citing *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d at 256 (1968)).

18 Zandian has disregarded the process and procedural rules of this matter with impunity.
19 He has repeatedly ignored this matter and failed to respond to the written discovery and
20 motions in this matter since his former attorney John Peter Lee withdrew from representation.
21 Zandian’s lack of good faith or diligence warrants a denial of the motion to set aside.

22 Zandian’s complete failure to respond to the discovery requests and subsequent
23 motions evidences his willful and recalcitrant disregard of the judicial process, which
24 prejudiced Plaintiff. *Foster v. Dingwall*, 227 P.3d 1042, 1049 (Nev. 2010) (citing *Hamlett v.*
25 *Reynolds*, 114 Nev. 863, 865, 963 P.2d 457, 458 (1998) (upholding the district court’s strike
26 order where the defaulting party’s “constant failure to follow [the court’s] orders was
27 unexplained and unwarranted”); *In re Phenylpropanolamine (PPA) Products*, 460 F.3d 1217,
28 1236 (9th Cir.2006) (holding that, with respect to discovery abuses, “[p]rejudice from
unreasonable delay is presumed” and failure to comply with court orders mandating discovery
“is sufficient prejudice”)).

1 In light of Zandian's repeated and continued abuses, the policy of adjudicating cases on
2 the merits would not be furthered in this case, and the ultimate sanctions are necessary to
3 demonstrate to Zandian and future litigants that they are not free to act with wayward
4 disregard of a court's orders. *Foster*, 227 P.3d at 1049. Moreover, Zandian's failure to oppose
5 Plaintiff's motion to strike the General Denial or the application for judgment constitutes an
6 admission that the motion and application were meritorious. *Id.* (citing *King v. Carlidge*, 121
7 Nev. 926, 927, 124 P.3d 1161, 1162 (2005) (stating that an unopposed motion may be
8 considered as an admission of merit and consent to grant the motion) (citing DCR 13(3)).

9 **IV. CONCLUSION**

10 The record provides substantial evidence to support this denial of Zandian's motion to
11 set aside. Further, the policy of resolving cases on the merits does not allow litigants "to
12 disregard process or procedural rules with impunity." *Kahn*, 108 Nev. at 516, 835 P.2d at 794
13 (quoting *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d 254, 256-57 (1968)).

14 Zandian has failed to show mistake, inadvertence, surprise or excusable neglect
15 pursuant to NRCP 60(b). Zandian had every opportunity to properly defend this action and
16 instead made a voluntary choice not to. Therefore, Zandian's motion to set aside is hereby
17 DENIED.

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19 DATED: This 6th day of February, 2014. IT IS SO ORDERED:

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22 JAMES T. RUSSELL
23 DISTRICT COURT JUDGE
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CERTIFICATE OF MAILING

I hereby certify that on the 6 day of February, 2014, I placed a copy of the foregoing in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis
Adam P. McMillen
Watson Rounds
5371 Kietzke Lane
Reno, NV 89511

Geoffrey W. Hawkins
Johnathon Fayeghi
Hawkins Melendrez, P.C.
9555 Hillwood Drive, Suite 150
Las Vegas, NV 89134


Samantha Valerius
Law Clerk, Department I

1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
2 WATSON ROUNDS
5371 Kietzke Lane
3 Reno, NV 89511
Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin
5

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ALAN GLOVER
CLERK
BY *[Signature]*
DEPUTY

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

10 **JED MARGOLIN, an individual,**
11 **Plaintiff,**

Case No.: 090C00579 1B

12 vs.

Dept. No.: 1

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

NOTICE OF ENTRY OF ORDER

20 **Defendants.**

21
22 TO: All parties:

23 **PLEASE TAKE NOTICE** that on February 6, 2014, the Court entered its Order
24 Denying Defendant Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka
25 Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi's Motion to Set

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1 Aside Default Judgment. Attached as Exhibit 1 is a true and correct copy of such Order.

2 Affirmation Pursuant to NRS 239B.030

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

5 DATED: February 7, 2014.

WATSON ROUNDS

6
7 By: 
8 Matthew D. Francis
9 Adam P. McMillen
10 Watson Rounds
11 5371 Kietzke Lane
12 Reno, NV 89511
13 Attorneys for Plaintiff Jed Margolin
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CERTIFICATE OF SERVICE

Pursuant to NRCF 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 Order**, addressed as follows:

Johnathon Fayeghi, Esq.
Hawkins Melendrez
9555 Hillwood Dr., Suite 150
Las Vegas, NV 89134
Counsel for Reza Zandian

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

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 10th, 2014.

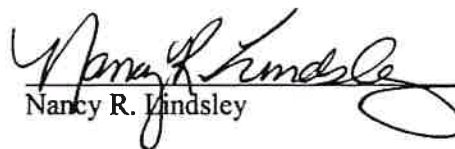

Nancy R. Lindsley

Exhibit 1

Exhibit 1

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Case No.: 09 OC 00579 1B

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DEPUTY

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**ORDER DENYING DEFENDANT
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ZANDIANJAZI AKA GHOLAM REZA
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REZA JAZI AKA G. REZA JAZI AKA
GHONONREZA ZANDIAN JAZI'S
MOTION TO SET ASIDE DEFAULT
JUDGMENT**

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\\

I. FACTUAL BACKGROUND

1
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3 (“the ‘073 Patent”), United States Patent No. 5,904,724 (“the ‘724 Patent”), United States
4 Patent No. 5,978,488 (“the ‘488 Patent”) and United States Patent No. 6,377,436 (“the ‘436
5 Patent”) (collectively “the Patents”). See Amended Complaint, filed 8/11/11, ¶¶ 9-10. In
6 2004, Mr. Margolin granted to Robert Adams, then CEO of Optima Technology, Inc. (later
7 renamed Optima Technology Group (hereinafter “OTG”), a Cayman Islands Corporation
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22 Zandian was not a party in the Arizona action. Nevertheless, the plaintiff in the Arizona action
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1 void, of no force and effect.” *Id.* at ¶ 18; *see also* Exhibit B to Zandian’s Motion to Dismiss,
2 dated 11/16/11, on file herein.

3 Due to Zandian’s acts, title to the Patents was clouded and interfered with Plaintiff’s
4 and OTG’s ability to license the Patents. *Id.* at ¶ 19. In addition, during the period of time Mr.
5 Margolin worked to correct record title of the Patents in the Arizona action and with the
6 USPTO, he incurred significant litigation and other costs associated with those efforts. *Id.* at ¶
7 20.

8 II. PROCEDURAL BACKGROUND

9 Plaintiff filed his Complaint on December 11, 2009, and the Complaint was personally
10 served on Zandian on February 2, 2010, and on Defendants Optima Technology Corporation, a
11 Nevada corporation, and Optima Technology Corporation, a California corporation on March
12 21, 2010. Zandian’s answer to Plaintiff’s Complaint was due on February 22, 2010, but
13 Zandian did not answer the Complaint or respond in any way. Default was entered against
14 Zandian on December 2, 2010, and Plaintiff filed and served a Notice of Entry of Default on
15 Zandian on December 7, 2010 and on his last known attorney on December 16, 2010.

16 The answers of Defendants Optima Technology Corporation, a Nevada corporation,
17 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,
18 but Defendants did not answer the Complaint or respond in any way. Default was entered
19 against Defendants Optima Technology Corporation, a Nevada corporation, and Optima
20 Technology Corporation, a California corporation on December 2, 2010. Plaintiff filed and
21 served a Notice of Entry of Default on the corporate entities on December 7, 2010 and on their
22 last known attorney on December 16, 2010.

23 The defaults were set aside and Zandian’s motion to dismiss was denied on August 3,
24 2011. On September 27, 2011, this Court ordered that service of process against all
25 Defendants may be made by publication. As manifested by the affidavits of service, filed
26 herein on November 7, 2011, all Defendants were duly served by publication by November
27 2011.

28

1 On February 21, 2012, the Court denied Zandian's motion to dismiss the Amended
2 Complaint. On March 5, 2012, Zandian served a General Denial to the Amended Complaint.
3 On March 13, 2012, the corporate Defendants served a General Denial to the Amended
4 Complaint.

5 On June 28, 2012, this Court issued an order requiring the corporate Defendants to
6 retain counsel and that counsel enter an appearance on behalf of the corporate Defendants by
7 July 15, 2012. The June 28, 2012 order further provided that if no such appearance was
8 entered, the corporate Defendants' General Denial would be stricken. Since no appearance
9 was their behalf of the corporate Defendants, a default was entered against them on September
10 24, 2012. A notice of entry of default judgment was filed and served on November 6, 2012.

11 On July 16, 2012, Mr. Margolin served Zandian with Mr. Margolin's First Set of
12 Requests for Admission, First Set of Interrogatories, and First Set of Requests for Production
13 of Documents, but Zandian never responded to these discovery requests. As such, on
14 December 14, 2012, Mr. Margolin filed and served a Motion for Sanctions pursuant to NRC
15 37. In this Motion, Mr. Margolin requested this Court strike the General Denial of Zandian,
16 and award Mr. Margolin his fees and costs incurred in bringing the Motion.

17 On January 15, 2013, this Court issued an order striking the General Denial of Zandian
18 and awarding his fees and costs incurred in bringing the NRC 37 Motion. A default was
19 entered against Zandian on March 28, 2013, and a notice of entry of default judgment was
20 filed and served on April 5, 2013.

21 On April 17, 2013, Mr. Margolin filed an Application for Default Judgment, which was
22 served on Zandian and the corporate Defendants. Since Zandian did not respond to the
23 Application for Default Judgment, a Default Judgment was entered on June 24, 2013. Notice
24 of entry of the Default Judgment was served on Zandian on June 26, 2013 and filed on June
25 27, 2013.

26 Over five and a half months later, on December 19, 2013, Zandian served his Motion
27 to Set Aside on Plaintiff. Zandian's Motion to Set Aside claims that he never received any
28 written discovery or notice of the pleadings and papers filed in this matter after his counsel

1 withdrew as his former counsel provided an erroneous last known address to the Court and the
2 parties when he withdrew, and therefore Zandian requests that the judgment be set aside.

3 III. FINDINGS AND CONCLUSIONS OF LAW

4 A party seeking to set aside a default judgment has the burden to prove mistake,
5 inadvertence, surprise, or excusable neglect by a preponderance of the evidence. *Kahn v.*
6 *Orme*, 108 Nev. 510, 513–14, 835 P.2d 790, 793 (1992). The Court finds that Zandian has not
7 met the burden to prove mistake, inadvertence, surprise, or excusable neglect by a
8 preponderance of the evidence.

9 Specifically, Zandian has not met the factors set forth in *Kahn* to compel the court to
10 set aside the judgment. *Id.* at 513, 835 P.2d at 792–93 (holding that the district court must
11 consider whether the party moving to set aside a judgment promptly applied to remove the
12 judgment, lacked intent to delay the proceedings, lacked knowledge of the procedural
13 requirements, and demonstrated good faith, in addition to considering the state's underlying
14 policy of resolving cases on the merits). Zandian failed to promptly apply for relief, has not
15 established a lack of intent to delay these proceedings or a lack of knowledge of the procedural
16 requirements, and did not provide a good-faith reason for the over five-and-a-half-month gap
17 between entry of default and the time he obtained new counsel and filed the Motion to Set
18 Aside Default Judgment.

19 a. Zandian Did Not Promptly Apply To Remove The Judgment

20 Even though a motion to set aside a judgment may be filed within the six month
21 deadline provided for in NRCP 60(b), a party can still fail to act promptly. *See Kahn* 108 Nev.
22 at 514, 835 P.2d at 793. Therefore, “want of diligence in seeking to set aside a judgment is
23 ground enough for denial of such a motion.” *Id.* (citing *Union Petrochemical Corp. v. Scott*,
24 96 Nev. 337, 339, 609 P.2d 323, 324 (1980) (citing *Lentz v. Boles*, 84 Nev. 197, 438 P.2d 254
25 (1968); *Hotel Last Frontier v. Frontier Prop.*, 79 Nev. 150, 380 P.2d 293 (1963)).

26 Despite his knowledge of the default judgment, Zandian did not move to have the
27 judgment set aside until nearly six months after its entry. Although Zandian argues he did not
28 receive notice of the various proceedings, notice was mailed to his address. Therefore, the

1 notice requirement of NRCP 55 was fulfilled as Plaintiff served written notice of the
2 application for default judgment. Moreover, NRCP 55 is likely not implicated since the
3 judgment ultimately resulted from sanctions arising from Zandian's failure to respond to
4 discovery. *See Durango Fire Protection, Inc. v. Troncoso*, 120 Nev. 658 (2004) (trial court's
5 entry of judgment for plaintiff, in action for breach of contract, after striking defendant's
6 answer was a sanction for defendant's failure to appear at several hearings and calendar calls
7 rather than a default judgment, and thus, civil procedure rule requiring written notice before
8 entry of default judgment was not applicable).

9 Further, First Judicial District Court Rule 22(3) expressly states that "[a]ny form of
10 order permitting withdrawal of an attorney submitted to the Court for signature shall contain
11 the address at which the party is to be served with notice of all further proceedings." Plaintiff
12 had a right to rely on the address given by Zandian's prior attorney.

13 No evidence supports Zandian's claims that he lacked knowledge of this matter. Even
14 if Zandian was living in France, for which no competent evidence has been provided to this
15 Court, Zandian was required to provide the Court and the parties with his new address.
16 However, Zandian never informed this Court or the parties of any address change. The record
17 demonstrates that the Plaintiff's discovery requests, motions, application for judgment, orders
18 and notice of judgment were all mailed to Zandian's address of record. Under NRCP 5(b),
19 service by mail is complete upon mailing. Thus, Zandian received notice of the proceedings
20 and his repeated failure to respond constituted inexcusable neglect.

21 **b. Zandian Has Failed To Show He Lacked Intent To Delay**

22 Zandian received all of the papers and pleadings in this matter. However, he failed to
23 respond to Plaintiff's discovery and willfully ignored the proceedings of this matter. In fact,
24 Zandian waited nearly six months to secure new counsel and file the motion to set aside.
25 Furthermore, Zandian failed to file an opposition to the application for judgment.
26 Accordingly, the Court finds that Zandian has failed to establish the absence of an intent to
27 delay.

28 **c. Whether Zandian Lacked Knowledge Of Procedural Requirements**

1 earlier discovery requests and motions. Zandian has not demonstrated good faith. In fact,
2 Zandian has only demonstrated inexcusable neglect by his willful failure to respond to, and
3 participate in, this action. Accordingly, the Court determines that Zandian lacked good faith in
4 contesting this action.

5 **e. Whether This Case Should Be Tried On The Merits For Policy Reasons**

6 The Nevada Supreme Court has held that “good public policy dictates that cases be
7 adjudicated on their merits.” *See Kahn* 108 Nev. at 516, 835 P.2d at 794 (citing *Hotel Last*
8 *Frontier v. Frontier Prop.*, 79 Nev. 150, 155–56, 380 P.2d 293, 295 (1963) (original
9 emphasis). However, this policy has its limits:
10

11 We wish not to be understood, however, that this judicial tendency to grant
12 relief from a default judgment implies that the trial court should always
13 grant relief from a default judgment. Litigants and their counsel may not
14 properly be allowed to disregard process or procedural rules with impunity.
15 Lack of good faith or diligence, or lack of merit in the proposed defense,
16 may very well warrant a denial of the motion for relief from the judgment.

17 *Id.* (citing *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d at 256 (1968)).

18 Zandian has disregarded the process and procedural rules of this matter with impunity.
19 He has repeatedly ignored this matter and failed to respond to the written discovery and
20 motions in this matter since his former attorney John Peter Lee withdrew from representation.
21 Zandian’s lack of good faith or diligence warrants a denial of the motion to set aside.

22 Zandian’s complete failure to respond to the discovery requests and subsequent
23 motions evidences his willful and recalcitrant disregard of the judicial process, which
24 prejudiced Plaintiff. *Foster v. Dingwall*, 227 P.3d 1042, 1049 (Nev. 2010) (citing *Hamlett v.*
25 *Reynolds*, 114 Nev. 863, 865, 963 P.2d 457, 458 (1998) (upholding the district court’s strike
26 order where the defaulting party’s “constant failure to follow [the court’s] orders was
27 unexplained and unwarranted”); *In re Phenylpropanolamine (PPA) Products*, 460 F.3d 1217,
28 1236 (9th Cir.2006) (holding that, with respect to discovery abuses, “[p]rejudice from
unreasonable delay is presumed” and failure to comply with court orders mandating discovery
“is sufficient prejudice”)).

1 In light of Zandian's repeated and continued abuses, the policy of adjudicating cases on
2 the merits would not be furthered in this case, and the ultimate sanctions are necessary to
3 demonstrate to Zandian and future litigants that they are not free to act with wayward
4 disregard of a court's orders. *Foster*, 227 P.3d at 1049. Moreover, Zandian's failure to oppose
5 Plaintiff's motion to strike the General Denial or the application for judgment constitutes an
6 admission that the motion and application were meritorious. *Id.* (citing *King v. Carlidge*, 121
7 Nev. 926, 927, 124 P.3d 1161, 1162 (2005) (stating that an unopposed motion may be
8 considered as an admission of merit and consent to grant the motion) (citing DCR 13(3)).

9 **IV. CONCLUSION**

10 The record provides substantial evidence to support this denial of Zandian's motion to
11 set aside. Further, the policy of resolving cases on the merits does not allow litigants "to
12 disregard process or procedural rules with impunity." *Kahn*, 108 Nev. at 516, 835 P.2d at 794
13 (quoting *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d 254, 256-57 (1968)).

14 Zandian has failed to show mistake, inadvertence, surprise or excusable neglect
15 pursuant to NRCP 60(b). Zandian had every opportunity to properly defend this action and
16 instead made a voluntary choice not to. Therefore, Zandian's motion to set aside is hereby
17 DENIED.

18 DATED: This 6th day of February, 2014. IT IS SO ORDERED:
19

20
21 
22 JAMES T. RUSSELL
23 DISTRICT COURT JUDGE
24
25
26
27
28

CERTIFICATE OF MAILING

I hereby certify that on the 6 day of February, 2014, I placed a copy of the foregoing in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis
Adam P. McMillen
Watson Rounds
5371 Kietzke Lane
Reno, NV 89511

Geoffrey W. Hawkins
Johnathon Fayeghi
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Samantha Valerius
Law Clerk, Department I

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