

IN THE SUPREME COURT OF THE STATE OF NEVADA

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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 IX

REZA ZANDIAN  
6 RUE EDOUARD FOURNIER  
75116 PARIS FRANCE

BROWNSTEIN HYATT FARBRE  
SCHRECK, LLP/RENO  
5371 KIETZKE LANE  
RENO, NV 89511

APPELLANT IN PROPER PERSON

ATTORNEYS FOR RESPONDENT



**THE SUPREME COURT OF THE STATE OF NEVADA**

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action, claims, and demands whatsoever in law or in equity, that have been made by Optima or could have been made by Optima as of the Effective Date of this Agreement, including but not limited to claims arising or to arise out of the any infringement or asserted infringement of the Optima Patents at any time prior to the Effective Date of this Agreement.

## **ARTICLE IX MISCELLANEOUS**

- 9.1 Final Order of Dismissal. The Parties shall execute, or direct their respective counsel to execute on their respective behalves, a final order of dismissal of the Litigation as it relates to the Parties to this Agreement and present the same to the Court for entry. The Parties agree that the Court has jurisdiction over the Parties and shall maintain jurisdiction to enforce the terms of this Agreement. The Court's Stipulation and Order of Dismissal is shown in Exhibit B hereto.
- 9.2 Acknowledgment of the Parties. The Parties hereto acknowledge that their respective entry into this Patent License and Settlement Agreement is their knowing, intentional, free, and voluntary act and that each Party has had the opportunity and has availed itself of that opportunity to receive legal advice in connection with the execution of this Agreement. Each Party hereto acknowledges that it is responsible for its own fees and costs in connection with the Litigation and its termination, including all legal fees and costs.
- 9.3 No Joint Venture. Nothing contained herein shall be construed to place the Parties in the relationship of partners, joint venturers or agents, and the Parties shall have no power or right to obligate or bind one another in any manner whatsoever.
- 9.4 Assignment. The Patent License and Settlement Agreement hereunder and all rights and duties herein are personal to the Parties, and shall not be assigned, mortgaged, sublicensed or otherwise encumbered by either Party or by operation of law, without the other Party's prior written approval, which shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may, without the written consent of the other Party, assign or otherwise transfer its rights under this Agreement as part of the sale, transfer of assets, stock or otherwise, to any one successor to all of its business to which this Agreement relates. Any such future assignment shall preclude the assignee from making any further assignment of rights under this Agreement, except to a single successor to all of the business to which this Agreement relates.
- 9.5 Entire Agreement. This Patent License and Settlement Agreement constitutes the entire agreement and understanding between the Parties and terminates and supersedes any prior agreement or understanding, written or oral, relating to the subject matter hereof. None of the provisions of this Agreement can be waived or modified except in a written document signed by the Parties. There are no representations, promises, agreements, warranties, covenants or undertakings other than those expressly contained in this Agreement. The headings on any paragraph hereof are for convenience purposes only

and shall not be used to construe or affect the meaning or interpretation of this Agreement.

- 9.6 Severability. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remaining provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated, provided the effectiveness of the remaining portions of this Agreement will not defeat the overall intent of the Parties. In such a situation, the Parties agree, to the extent legal and possible, to incorporate a replacement provision to accomplish the originally intended effect.
- 9.7 Survivorship of Provisions. Notwithstanding the expiration or termination of this Agreement, all rights, obligations and remedies which accrued prior to the termination or expiration hereof shall survive such termination or expiration.
- 9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. A signed counterpart may be delivered by facsimile transmission, which shall be effective upon confirmation of receipt, with the manually signed counterpart promptly delivered in the same manner as prescribed for notices under this Agreement.
- 9.9 Confidentiality. The Parties agree that the content of this Agreement will not be published or disclosed to any third party without the other Party's prior written permission.
- 9.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arizona, U.S.A, excluding choice or conflict of laws provisions. All Parties consent to the jurisdiction of the United States District Court for the District of Arizona for the enforcement of this Agreement, and for any dispute involving its alleged breach.
- 9.11 Waiver. If either Party fails to enforce any provision of this Agreement, this is not a waiver of such provision, nor of any other provision of this Agreement. No waiver of any breach of this Agreement is a waiver of any other or subsequent breach.
- 9.12 Draftsmanship. The fact that one of the Parties may have drafted or structured any provision of this Agreement or any document attached as an exhibit hereto shall not be considered in construing the particular provision either in favor of or against such Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement through authorized officers as of the date set forth above.

**Universal Avionics Systems Corporation**

**Optima Technology Corporation**

By: \_\_\_\_\_

[NAME]  
[TITLE]

By: \_\_\_\_\_

[NAME]  
[TITLE]



IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS  
CORPORATION,

Plaintiff,

v.

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

Defendants.

Civil Action No. 2:07-CV-02192-MHB

**STIPULATION AND ORDER OF DISMISSAL**

Pursuant to a Patent License and Settlement Agreement entered into by Plaintiff Universal Avionics Systems Corporation and Defendant Optima Technology Corporation, and without any admission or concession as to the merits of the claims asserted, Plaintiff Universal Avionics Systems Corporation and Defendant Optima Technology Corporation hereby stipulate to the dismissal of this action, with prejudice, each party to bear its own costs and attorneys' fees. This Stipulation and Order of Dismissal has no effect whatsoever on the pending action between Plaintiff Universal Avionics Systems Corporation and the remaining Defendants in the case, Optima Technology Group, Robert Adams and Jed Margolin.

UNIVERSAL AVIONICS  
SYSTEMS CORPORATION

OPTIMA TECHNOLOGY CORPORATION

---

E. Jeffrey Walsh  
GREENBERG TRAUIG, LLP  
Suite 700  
2375 East Camelback Road  
Phoenix, Arizona 85016

---

Reza Zandian (*pro se*)

Scott J. Bornstein  
Paul J. Sutton  
Allan A. Kassenoff  
GREENBERG TRAUIG, LLP  
200 Park Avenue, 34<sup>th</sup> Floor  
MetLife Building  
New York, NY 10166

Signed this \_\_\_\_ day of December 2007.

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UNITED STATES DISTRICT JUDGE

**Issued by the  
UNITED STATES DISTRICT COURT**

Southern

**DISTRICT OF**

California

UNDERLYING ACTION IDENTIFIED BELOW

UNIVERSAL AVIONICS SYSTEMS CORPORATION

vs.

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

**SUBPOENA IN A CIVIL CASE  
No. CV-00588-RCC  
United States District Court for the  
District of Arizona**

TO: Reza Zandian  
8775 Costa Verde Blvd., #501  
San Diego, California 92122

YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

YOU ARE COMMANDED to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

Greenberg Traurig, LLP, 2450 Colorado Avenue, Suite 400 East, Santa Monica, CA  
90404

DATE AND TIME

August 6, 2008

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

See Schedule A

PLACE

Greenberg Traurig, LLP, 2450 Colorado Avenue, Suite 400 East, Santa Monica, CA  
90404

DATE AND TIME

July 17, 2008

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf with respect to the Subject Matter set forth in Exhibit A, attached hereto, and may set forth, for each person designated, the particular matters set forth in Exhibit A on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6)

ISSUING OFFICER SIGNATURE AND TITLE

DATE



Attorney for Universal Avionics System Corporation

June 30, 2008

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Allan A. Kassenoff  
Greenberg Traurig, LLP, 200 Park Avenue, New York, NY 10166, Phone (212) 801-2157

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---

**PROOF OF SERVICE**

---

DATE

PLACE

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

---

**DECLARATION OF SERVER**

---

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on \_\_\_\_\_

DATE

\_\_\_\_\_  
SIGNATURE OF SERVER

\_\_\_\_\_  
ADDRESS OF SERVER

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**Rule 45, Federal Rules of Civil Procedure, Parts (c), (d) & (e):**

**(c) Protecting a Person Subject to a Subpoena.**

(1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the issuing court must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information;

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or

(iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

**(d) Duties in Responding to Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) **Contempt.** The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

## SCHEDULE A

### Definitions

1. "Zandian," "your" and "you" shall mean Reza Zandian.
2. "Universal" shall mean Universal Avionics Systems Corporation.
3. "OTG" shall mean Optima Technology Group, Inc.
4. "OTC" shall mean Optima Technology Corporation.
5. "Adams" shall mean Robert Adams, the current President and Chief Executive Officer of Optima Technology Group, Inc.
6. "Margolin" shall mean Jed Margolin, the named inventor of U.S. Patent Nos. 5,566,073 and 5,904,724.
7. "Patents-in-Suit" shall mean U.S. Patent No. 5,566,073 and U.S. Patent No. 5,904,724.
8. The term "Accused Products" shall mean Universal's Vision-1, UNS-1 and Terrain Awareness and Warning Systems products.
9. The term "document" shall have the widest meaning accorded to it under FED. R. CIV. P. 45, including without limitation, electronic or computerized data compilations. A draft or non-identical copy is a separate document within the meaning of this term.
10. The terms "relate" and "refer" are used in their broadest possible sense and include all matters comprising, constituting, containing, concerning, embodying, reflecting, involving, discussing, describing, analyzing, identifying, stating, dealing with, or in any way pertaining to, using for each request whichever definition makes the request most inclusive.
11. "Person" means: (a) any natural person or individual or (b) any entity, whether business, legal, governmental, or other, regardless of purpose and regardless of whether or not

for profit, including, but not limited to, any corporation, partnership, sole proprietorship, organization, club, committee, joint venture, foreign corporation or foreign entity, or any associate, general partner, limited partner, employee, subsidiary, parent, or other affiliate of any such entity.

12. The terms “and” and “or” shall each be construed disjunctively or conjunctively as necessary in order to bring within the scope of the request all responses that might otherwise be construed to be outside its scope.

13. As used herein, the singular form of a noun or a pronoun shall be considered to include within its meaning the plural form of a noun or a pronoun so used, and vice versa; the use of the masculine form of a pronoun shall be considered to include also within its meaning the feminine form of the pronoun so used, and vice versa; the use of any tense of any verb shall be considered to include within its meaning all other tenses of the verb so used.

#### **Specific Requests**

1. All documents that relate or refer to Adams’ previous employment with OTC, including but not limited to documents relating to Adams’ role and responsibilities at OTC.

2. All documents that relate or refer to your role and responsibilities at OTC.

3. All documents that relate or refer to your relationship with OTG.

4. All documents that relate or refer to OTC’s relationship with OTG.

5. All documents that constitute, relate or refer to any communications between you and Adams.

6. All documents that constitute, relate or refer to any communications between you and OTG.

7. All documents that constitute, relate or refer to any communications between you and Margolin.

8. All documents that constitute, relate or refer to any communications between OTC and Adams.

9. All documents that constitute, relate or refer to any communications between OTC and OTG.

10. All documents that constitute, relate or refer to any communications between OTC and Margolin.

11. All documents that relate or refer to the ownership of either or both of the Patents-in-Suit.

12. All documents that relate or refer to OTC's purported ownership of either or both of the Patents-in-Suit.

13. All documents that constitute, relate or refer to the notice of recordation of assignment filed with the United States Patent and Trademark Office indicating that Margolin assigned the Patents-in-Suit to OTC.

14. All documents that constitute, relate or refer to any instance in which you or OTC has licensed, sold, attempted to license or attempted to sell either or both of the Patents-in-Suit.

15. All documents that constitute, relate or refer to any instance in which you or OTC has threatened to file or filed a lawsuit seeking to enforce either or both of the Patents-in-Suit.

16. All documents that constitute, relate or refer to any communications between you and any third party regarding: (i) the Patents-in-Suit; (ii) the validity and/or enforceability of the Patents-in-Suit; (iii) the meaning or scope of the claims of the Patents-in-Suit; (iv) alleged infringement of the Patents-in-Suit; and/or (v) ownership of the Patents-in-Suit.



17. All documents that constitute, relate or refer to any opinion of counsel (oral or written) regarding the validity, invalidity, infringement, non-infringement, enforceability, lack of enforceability or scope of any of the claims of the Patents-in-Suit, including without limitation, documents sufficient to identify the date, speaker, author and all recipients of such opinions or advice.

18. All documents that constitute, relate or refer to Universal and/or the Accused Products.

19. All documents that constitute, relate or refer to any representations that Adams, OTG and/or Margolin made to you regarding OTG's discussions with Universal.

20. All documents that constitute, relate or refer to any legal action or proceeding instituted by you or any company with whom you were associated against OTG, Adams or Margolin.

# Exhibit L

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UDALL LAW FIRM, LLP  
ATTORNEYS AT LAW  
4801 E. BROADWAY BLVD., SUITE 400  
TUCSON, ARIZONA 85711-3638  
(520) 623-4353

Edward Moomjian II, PCC #65050, SBN 016667  
Jeanna Chandler Nash, PCC # 65674, SBN 022384  
Attorneys for Plaintiff



IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF PIMA

UDALL LAW FIRM, L.L.P., formerly  
known as Chandler & Udall, L.L.P., an  
Arizona Limited Liability Partnership,

Plaintiff,

vs.

OPTIMA TECHNOLOGY INC. a/k/a  
OPTIMA TECHNOLOGY GROUP, INC., a  
corporation; ROBERT ADAMS; JED  
MARGOLIN; JOHN AND JANE DOES 1-  
10; BLACK CORPORATIONS 1-10;  
WHITE PARTNERSHIPS 1-10,

Defendants.

NO. C20084952

**DEFAULT JUDGMENT  
AGAINST DEFENDANTS  
ADAMS AND OPTIMA**

*Assigned to:*  
The Hon. Carmine Cornelio

*(Default Assigned to:*  
Commissioner Lori Jones)

William C. Bacon, Arbitrator

The above matter coming before the Court by motion pursuant to Rule 55(b)(1), Arizona Rules of Civil Procedure, and good cause appearing, the Court finds that the material allegations of the *Complaint* are true, that there is no just reason for delay, and upon an express direction for the entry of final Judgment against Defendants, OPTIMA TECHNOLOGY a/k/a OPTIMA TECHNOLOGY GROUP, INC., and ROBERT ADAMS:

**IT IS ORDERED, ADJUDGED AND DECREED** that Plaintiff has judgment against Defendants, OPTIMA TECHNOLOGY a/k/a OPTIMA TECHNOLOGY GROUP, INC., and ROBERT ADAMS, jointly and severally, in the sum of \$46,446.10 plus pre-judgment interest at the rate of 10% from July 18, 2008, to the date hereof, plus costs in the sum of \$907.00,

1 post-judgment interest at the rate of 10% from the date hereof until paid, and accruing  
2 post-judgment attorneys' fees and costs of enforcement and collection.

3 DATED this 20 day of May, 2009.

4 BY THE COURT:  
5 JAMES E. CORNELL

6 By \_\_\_\_\_  
7 Judge, Superior Court of Pima County

7 CONFORMED COPY of the foregoing  
8 mailed this 29th day of May, 2009 to:

8 William C. Bacon, Esquire  
9 **GOLDBERG & OSBORNE**  
10 33 North Stone Avenue, Suite 900  
11 Tucson, Arizona 85701  
12 Arbiter

11 Timothy M. Medcoff, Esquire  
12 Collin T. Sult, Esquire  
13 **FARHANG & MEDCOFF, PLLC**  
14 4801 East Broadway, Suite 101  
15 Tucson, Arizona 85711  
16 Attorneys for Defendant Jed Margolin

16 By *DM* \_\_\_\_\_

17  
18  
19  
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21  
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1 CONFORMED COPY of the foregoing mailed  
2 this 1st day of June, 2009 to:

3 Optima Technology Inc. a/k/a Optima Technology Group, Inc.  
4 1981 Empire Road  
5 Reno, Nevada 89521-7430

6 Optima Technology Inc. a/k/a Optima Technology Group, Inc.  
7 c/o Its Registered Agent: National Registered Agents  
8 160 Greentree Drive, Suite 101  
9 Dover (Kent County), Delaware 19904

10 Optima Technology Inc. a/k/a Optima Technology Group, Inc.  
11 Scotia Centre, 4th Floor  
12 P. O. Box 268  
13 Grand Cayman KY1-1104  
14 Cayman Islands

15 By ATB

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1 **UDALL LAW FIRM, LLP**  
2 **ATTORNEYS AT LAW**  
3 **4801 E. BROADWAY BLVD., SUITE 400**  
4 **TUCSON, ARIZONA 85711-3638**  
5 **(520) 623-4353**  
6 **Edward Moomjian II, PCC #65050, SBN 016667**  
7 **Attorneys for Plaintiff**

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
9 **IN AND FOR THE COUNTY OF PIMA**

10 UDALL LAW FIRM, L.L.P., formerly  
11 known as Chandler & Udall, L.L.P., an  
12 Arizona Limited Liability Partnership,

13 Plaintiff,

14 vs.

15 OPTIMA TECHNOLOGY INC. a/k/a  
16 OPTIMA TECHNOLOGY GROUP, INC., a  
17 corporation; ROBERT ADAMS; JED  
18 MARGOLIN; JOHN AND JANE DOES 1-  
19 10; BLACK CORPORATIONS 1-10;  
20 WHITE PARTNERSHIPS 1-10,

21 Defendants.

NO. C20084952

**PLAINTIFF'S MOTION TO  
EXTEND TIME TO SECURE  
SERVICE OF PROCESS UPON  
DEFENDANT ROBERT ADAMS**

*Assigned to: The Hon. John E. Davis*

22 Plaintiff, by and through undersigned counsel, hereby moves the Court for its Order,  
23 pursuant to the provisions of Rule 4(i), Ariz.R.Civ.P., extending the time in which to secure  
24 service of process upon Defendant ROBERT ADAMS. Plaintiff has made diligent attempts  
25 to secure service of process in this action upon ROBERT ADAMS, but those attempts have  
26 been unsuccessful because ROBERT ADAMS is avoiding service, intentionally refuses to  
provide his location information necessary to serve process upon him, and intentionally refuses  
to sign a waiver of service which was electronically delivered to him. The facts supporting  
Plaintiff's diligent attempts to serve Defendant ROBERT ADAMS are summarized below, and  
are more thoroughly explained and supported by the Affidavit attached as Exhibit A hereto.

1 **I. HISTORY AND ATTEMPTS AT SERVICE UPON ROBERT ADAMS**

2 On September 3, 2008, Jeanna Nash (an associate at Plaintiff Udall Law Firm, LLP)  
3 emailed ROBERT ADAMS at a known email address for ROBERT ADAMS with copies of  
4 the Complaint and Summons, Notice of Lawsuit and Request for Waiver of Service and Waiver  
5 of Service form, requesting that ROBERT ADAMS either provide Plaintiff with his  
6 whereabouts for purposes of serving the lawsuit upon him, or that he execute the Waiver of  
7 Service form and return it to Plaintiff. On the same date, Plaintiff hired Inter-State  
8 Investigative Services to investigate the physical address or whereabouts of Defendant  
9 ROBERT ADAMS.

10 The Plaintiff had previously come in possession of a comprehensive investigative report  
11 processed by opposing counsel while Plaintiff represented Defendant ROBERT ADAMS in  
12 a lawsuit pending in the Arizona District Court. This report provided the following potential  
13 residential addresses for Defendant ROBERT ADAMS: (a) 8984 Arrowleaf Circle, Corona,  
14 CA 92883-8131; and, (b) 2109 Wildflower Circle, Brea, CA 92612-1001. In addition, the  
15 comprehensive investigative report provided the following potential Post Office Box associated  
16 with Defendant ROBERT ADAMS: P. O. Box 9571, Brea CA, 92822-9671. The  
17 comprehensive report also provided the following addresses associated with OPTIMA  
18 TECHNOLOGY, of which Defendant ROBERT ADAMS is the CEO: (a) 2222 Michelson  
19 Drive, Suite 222, Irvine, CA 92612-1380; and, (b) 2222 Michelson Drive, Suite 1830, Irvine  
20 CA, 92612-1332.

21 As such, on September 3, 2008, Plaintiff hired One Legal, LLC, a California process  
22 serving company, to attempt service of the Complaint and Summons on Defendant ROBERT  
23 ADAMS at the Arrowleaf Circle, Wildflower Circle, and both Michelson Drive addresses. In  
24 addition, on September 4, 2008, Jeanna Nash caused a subpoena duces tecum to be issued to  
25 Broadwing Communications, LLC, requesting any and all records associated with the following  
26 telephone numbers: (949) 419-6970 and (949) 226-7378, which were telephone numbers that

1 Plaintiff believed to be associated with Defendant ROBERT ADAMS. On September 23,  
2 2008, Plaintiff received a letter from Broadwing Communications, LLC, indicating that the  
3 aforementioned telephone numbers were sold to Vonage Holdings Corporation and that the  
4 records should be requested from that company. As such, on October 8, 2008, Jeanna Nash  
5 caused a subpoena duces tecum to be issued to Vonage America, Inc., for any and all records  
6 associated with the telephone numbers. This subpoena was served on Vonage which, to  
7 Plaintiff's information and belief, is a large corporation which is still in the process of  
8 attempting to comply with the subpoena.

9 On September 8, 2008, Plaintiff received a report from One Legal, LLC advising that  
10 the Arrowleaf Circle address was vacant and the occupants of the neighboring property advised  
11 that the residence had been vacant for almost a year.

12 On September 9, 2008, Plaintiff filed a motion with the Court, requesting that it order  
13 Defendant JED MARGOLIN to expedite his response to request for productions which  
14 requested any and all personal contact information JED MARGOLIN had for ROBERT  
15 ADAMS. The Plaintiff requested expedited consideration of this motion. The Court granted  
16 the Plaintiff's request on September 22, 2008. As such, on September 25, 2008, the Request  
17 for Production was mailed to JED MARGOLIN.

18 In the meantime, on September 12, 2008, One Legal, LLC advised that the Wildflower  
19 Circle address was occupied by a Yu Lin and that ROBERT ADAMS was unknown by the  
20 occupant of the residence. One Legal also advised that the Michelson Drive, Suite 222 address  
21 was occupied by a business known as Pack-N-Ship, and that, per the owner, the Defendant  
22 ROBERT ADAMS had rented a post office box from that business until August 2007. One  
23 Legal, LLC also advised that the Michelson Drive, Suite 1830 address was a vacant building.

24 On September 29, 2008, Defendant ROBERT ADAMS emailed undersigned counsel,  
25 admitting his knowledge of the pending lawsuit against him, suggesting that undersigned  
26 counsel had his personal contact information and knew how to get a hold of him, but failing



1 to actually include such information in his email. On October 1, 2008, undersigned counsel  
2 responded to Defendant ROBERT ADAMS by email and advised that, in fact, Defendant  
3 ROBERT ADAMS had never provided undersigned with his contact information and again  
4 requested that he either provide the information at that time or waive service, as had been  
5 requested previously. Defendant ROBERT ADAMS did not respond to that request.

6 In the meantime, during its investigation, Inter-State Investigative Services discovered  
7 that the P. O. Box listed in the comprehensive investigative report associated with Defendant  
8 ROBERT ADAMS, P.O. Box 9571, Brea, CA 92822-9671, was registered to a Marsha Adams,  
9 located at 1942 Deer Park Drive, #132, Fullerton, CA 92831. The private investigator gave  
10 Jeanna Nash this information on September 29, 2008. As such, Plaintiff hired One Legal, LLC  
11 to attempt service of the Summons and Complaint on ROBERT ADAMS at 1942 Deer Park  
12 Drive, #132, Fullerton, CA 92831. On October 6, 2008, One Legal provided Plaintiff a Non  
13 Service Report, indicating that on its attempt to serve ROBERT ADAMS at the Deer Park  
14 Drive address, on October 4, 2008, at 10:40 p.m., a female resident of the premises, who would  
15 not identify herself, informed the One Legal, LLC process server that she knows Defendant  
16 ROBERT ADAMS, but that he does not live at the Deer Park Drive residence or receive mail  
17 there and that she has no idea of his whereabouts.

18 On October 7, 2008, Plaintiff received Defendant JED MARGOLIN'S response to  
19 request for production regarding information about the Defendant ROBERT ADAMS'  
20 whereabouts and physical address. JED MARGOLIN provided to the Plaintiff a Cayman  
21 Islands address where the headquarters of OPTIMA TECHNOLOGY is allegedly located and  
22 another potential address for Defendant ROBERT ADAMS: 474 White Cap Lane, Newport  
23 Coast, CA 92657. As such, on October 10, 2008, Jeanna Nash requested that Inter-State  
24 Investigative Services try to obtain a telephone number for the address JED MARGOLIN  
25 advised was the headquarters of OPTIMA TECHNOLOGY. In addition, Plaintiff hired One  
26

1 Legal, LLC to attempt service of the Complaint and Summons upon ROBERT ADAMS at the  
2 White Cap Lane address.

3 On October 10, 2008, Plaintiff caused a subpoena duces tecum to be issued to Jeffrey  
4 Willis, counsel for ROBERT ADAMS, who had substituted in for Plaintiff in the Arizona  
5 District Court action, requesting any and all non-privileged personal contact information  
6 Jeffrey Willis had for ROBERT ADAMS. This subpoena was served on Jeffrey Willis on  
7 October 14, 2008. However, on October 15, 2008, Jeffrey Willis confirmed that the only  
8 information he had regarding the whereabouts of ROBERT ADAMS was a Reno, Nevada  
9 address which belonged to OPTIMA TECHNOLOGY, the 949-981-9208 telephone number,  
10 and the radams@optimatechonologygroup.com email address, all of which the Plaintiff was  
11 already in possession.

12 On October 15, 2008, Inter-State Investigative Services informed Jeanna Nash that the  
13 Cayman Islands address provided by JED MARGOLIN does not belong to OPTIMA  
14 TECHNOLOGY and that there is no telephone number associated with the address.

15 On October 16, 2008, Plaintiff received an Affidavit of Process Server from One Legal,  
16 LLC indicating that attempts to serve ROBERT ADAMS at 474 Whitecap Lane, Newport  
17 Coast, CA 92657 on October 9, 2008, revealed that ROBERT ADAMS is unknown by the  
18 current occupant of the premises.

19 Over the past few weeks, undersigned has gone through the file concerning ROBERT  
20 ADAMS and has found no additional information than that provided herein regarding  
21 ROBERT ADAMS' whereabouts or physical address.

22 On October 23, 2008, Defendant ROBERT ADAMS sent an email to Plaintiff again  
23 acknowledging the existence of the lawsuit against him, again alleging that Plaintiff has  
24 knowledge of his whereabouts, but again failing to actually provide his whereabouts, address  
25 or physical location.

26

1 **II. AN EXTENSION OF THE TIME TO SERVE PROCESS UPON DEFENDANT**  
2 **ADAMS IS WARRANTED AND NECESSARY IN ORDER TO ACHIEVE**  
3 **SERVICE BY PUBLICATION**

4 Thus, under the circumstances, service by publication pursuant to Rule 4.2(f) is the best  
5 means practicable for service of process of this action. Accordingly, Plaintiff caused the  
6 Summons to be published in *The Daily Territorial*, starting on November 10, 2008. The  
7 Summons will continue to be published for four (4) successive weeks, once a week. The last  
8 publication date is scheduled for December 1, 2008.

9 The completion of service by publication "shall be 30 days after the first publication,"  
10 which, in this case, is December 1, 2008. Rule 4.2(f). Therefore, service will not be complete  
11 until after the current deadline to effect service, which is November 15, 2008. As such, and  
12 for the foregoing reasons, good cause exists for the failure to effect service within the time  
13 period provided by the Rules, and Plaintiff respectfully requests this Court to issue its Order  
14 granting the Plaintiff an additional thirty-five (35) day extension to and including December 20,  
15 2008, to secure service of process on the Defendant ROBERT ADAMS.

16 DATED this 10<sup>th</sup> day of November, 2008.

17 UDALL LAW FIRM, LLP

18 By Elizabeth W. Moomjian II  
19 *for* Edward Moomjian II  
20 Attorneys for Plaintiff

21 COPY of the foregoing delivered this  
22 10<sup>th</sup> day of November, 2008 to:

23 The Honorable John E. Davis  
24 Superior Court of Pima County  
25 110 West Congress  
26 Tucson, Arizona 85701

27 COPY of the foregoing mailed this  
28 10<sup>th</sup> day of November, 2008 to:

29 Jed Margolin  
30 1981 Empire Road  
31 Reno, Nevada 89521-7430

1 Optima Technology Inc. a/k/a Optima Technology Group, Inc.  
1981 Empire Road  
2 Reno, Nevada 89521-7430

3 Optima Technology Inc. a/k/a Optima Technology Group, Inc.  
c/o Its Registered Agent: National Registered Agents  
4 160 Greentree Drive, Suite 101  
Dover (Kent County), Delaware 19904

5 By DB  
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1 **UDALL LAW FIRM, LLP**  
2 ATTORNEYS AT LAW  
3 4801 E. BROADWAY BLVD., SUITE 400  
4 TUCSON, ARIZONA 85711-3638  
5 (520) 623-4353  
6 Edward Moomjian II, PCC #65050, SBN 016667  
7 Attorneys for Plaintiff

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
9 **IN AND FOR THE COUNTY OF PIMA**

10 UDALL LAW FIRM, L.L.P., formerly  
11 known as Chandler & Udall, L.L.P., an  
12 Arizona Limited Liability Partnership,

13 Plaintiff,

14 vs.

15 OPTIMA TECHNOLOGY INC. a/k/a  
16 OPTIMA TECHNOLOGY GROUP, INC., a  
17 corporation; ROBERT ADAMS; JED  
18 MARGOLIN; JOHN AND JANE DOES 1-  
19 10; BLACK CORPORATIONS 1-10;  
20 WHITE PARTNERSHIPS 1-10,

21 Defendants.

NO. C20084952

**AFFIDAVIT OF PROPRIETY OF  
SERVICE BY PUBLICATION**

*Assigned to: The Hon. John E. Davis*

22 STATE OF ARIZONA )  
23 COUNTY OF PIMA ) ss.

24 EDWARD MOOMJIAN II, being duly sworn, upon his oath, deposes and says as  
25 follows:

26 1. I am a partner of the Plaintiff Udall Law Firm, LLP, and submit this Affidavit  
to demonstrate the circumstances warranting the utilization of service of process under  
Rule 4.2(f), Ariz.R.Civ.P..

2. This lawsuit arises out of the nonpayment of legal fees for services rendered to  
Defendants and was filed on July 18, 2008. Summons to ROBERT ADAMS, JED  
MARGOLIN and OPTIMA TECHNOLOGY were issued on the same date.

1           3.     Subsequently, Plaintiff successfully completed service of the Summons and  
2 Complaint on JED MARGOLIN and OPTIMA TECHNOLOGY.

3           4.     I believe that Defendant ROBERT ADAMS is not a resident of the State of  
4 Arizona and cannot be found herein. Investigation has indicated that the last-known residence  
5 address for Defendant ROBERT ADAMS is unknown, and I have no information or reason to  
6 believe that the last-known residence for Defendant ROBERT ADAMS was in this state.

7           5.     ROBERT ADAMS entered a contract for legal services with the Plaintiff in Pima  
8 County, Arizona.

9           6.     Diligent efforts have been made to ascertain a current address for Defendant  
10 ROBERT ADAMS, either within or without the State of Arizona, and they have been  
11 unsuccessful.

12          7.     These efforts are described as follows.

13          8.     On September 3, 2008, my associate, Jeanna Nash, emailed ROBERT ADAMS  
14 at a known email address for ROBERT ADAMS with copies of the Complaint and Summons,  
15 Notice of Lawsuit and Request for Waiver of Service and Waiver of Service form, requesting  
16 that ROBERT ADAMS either provide Plaintiff with his whereabouts for purposes of serving  
17 the lawsuit upon him, or that he execute the Waiver of Service form and return it to Plaintiff.

18          9.     On the same date, Plaintiff hired Inter-State Investigative Services to investigate  
19 the physical address or whereabouts of Defendant ROBERT ADAMS.

20          10.    The Plaintiff had previously come in possession of a comprehensive investigative  
21 report processed by opposing counsel while Plaintiff represented Defendant ROBERT  
22 ADAMS in a lawsuit pending in the Arizona District Court.

23          11.    This report provided the following potential residential addresses for Defendant  
24 ROBERT ADAMS:

- 25               a.     8984 Arrowleaf Circle
- 26                     Corona, CA 92883-8131;

1           b.     2109 Wildflower Circle  
2                     Brea, CA 92612-1001.

3           12.    In addition, the comprehensive investigative report provided the following  
4 potential P. O. Box associated with Defendant ROBERT ADAMS: P. O. Box 9571, Brea CA,  
5 92822-9671.

6           13.    In addition, the comprehensive report provided the following addresses  
7 associated with OPTIMA TECHNOLOGY, of which Defendant ROBERT ADAMS is the  
8 CEO:

9           a.     2222 Michelson Drive, Suite 222  
                  Irvine, CA 92612-1380;

10          b.     2222 Michelson Drive, Suite 1830  
                  Irvine CA, 92612-1332.

11          14.    As such, on September 3, 2008, Plaintiff hired One Legal, LLC, a California  
12 process serving company, to attempt service of the Complaint and Summons on Defendant  
13 ROBERT ADAMS at the Arrowleaf Circle, Wildflower Circle, and both Michelson Drive  
14 addresses.

15          15.    In addition, on September 4, 2008, Jeanna Nash caused a subpoena duces tecum  
16 to be issued to Broadwing Communications, LLC, requesting any and all records associated  
17 with the following telephone numbers: (949) 419-6970 and (949) 226-7378, which were  
18 telephone numbers that Plaintiff believed to be associated with Defendant ROBERT ADAMS.  
19 On September 23, 2008, Plaintiff received a letter from Broadwing Communications, LLC,  
20 indicating that the aforementioned telephone numbers were sold to Vonage Holdings  
21 Corporation and that the records should be requested from that company.

22          16.    As such, on October 8, 2008, Jeanna Nash caused a subpoena duces tecum to be  
23 issued to Vonage America, Inc., for any and all records associated with the telephone numbers.  
24 This subpoena was served on Vonage which, to Plaintiff's information and belief, is a large  
25 corporation which is still in the process of attempting to comply with the subpoena.  
26

1           17.    On September 8, 2008, Plaintiff received a report from One Legal, LLC advising  
2 that the Arrowleaf Circle address was vacant and the occupants of the neighboring property  
3 advised that the residence had been vacant for almost a year.

4           18.    On September 9, 2008, Plaintiff filed a motion with the Court, requesting that it  
5 order Defendant JED MARGOLIN to expedite his response to request for productions which  
6 requested any and all personal contact information JED MARGOLIN had for ROBERT  
7 ADAMS. The Plaintiff requested expedited consideration of this motion. The Court granted  
8 the Plaintiff's request on September 22, 2008.

9           19.    As such, on September 25, 2008, the Request for Production was mailed to JED  
10 MARGOLIN.

11           20.    In the meantime, on September 12, 2008, One Legal, LLC advised that the  
12 Wildflower Circle address was occupied by a Yu Lin and that ROBERT ADAMS was  
13 unknown by the occupant of the residence. One Legal also advised that the Michelson Drive,  
14 Suite 222 address was occupied by a business known as Pack-N-Ship, and that, per the owner,  
15 the Defendant ROBERT ADAMS had rented a post office box from that business until August  
16 2007. One Legal, LLC also advised that the Michelson Drive, Suite 1830 address was a vacant  
17 building.

18           21.    On September 29, 2008, Defendant ROBERT ADAMS emailed me, admitting  
19 his knowledge of the pending lawsuit against him, suggesting that I have his personal contact  
20 information and knew how to get a hold of him, but failing to actually include such information  
21 in his email. On October 1, 2008, I responded to Defendant ROBERT ADAMS by email and  
22 advised that, in fact, Defendant ROBERT ADAMS had never provided me with his contact  
23 information and again requested that he either provide the information at that time or waive  
24 service, as had been requested previously. Defendant ROBERT ADAMS did not respond to  
25 that request.

26    .....



1           22. In the meantime, during its investigation, Inter-State Investigative Services,  
2 discovered that the P. O. Box listed in the comprehensive investigative report associated with  
3 Defendant ROBERT ADAMS, P. O. Box 9571, Brea CA, 92822-9671, was registered to a  
4 Marsha Adams, located at 1942 Deer Park Drive, #132, Fullerton, CA 92831. The private  
5 investigator gave Jeanna Nash this information on September 29, 2008.

6           23. As such, Plaintiff hired One Legal, LLC to attempt service of the Summons and  
7 Complaint on ROBERT ADAMS at 1942 Deer Park Drive, #132, Fullerton, CA 92831.

8           24. On October 6, 2008, One Legal provided Plaintiff a Non Service Report,  
9 indicating that on its attempt to serve ROBERT ADAMS at the Deer Park Drive address, on  
10 October 4, 2008, at 10:40 p.m., a female resident of the premises, who would not identify  
11 herself, informed the One Legal, LLC process server that she knows Defendant ROBERT  
12 ADAMS, but that he does not live at the Deer Park Drive residence or receive mail there, and  
13 that she has no idea of his whereabouts.

14           25. On October 7, 2008, Plaintiff received Defendant JED MARGOLIN'S response  
15 to request for production regarding information about the Defendant ROBERT ADAMS'  
16 whereabouts and physical address. JED MARGOLIN provided to the Plaintiff a Cayman  
17 Islands address where the headquarters of OPTIMA TECHNOLOGY is allegedly located and  
18 another potential address for Defendant ROBERT ADAMS: 474 White Cap Lane, Newport  
19 Coast, CA 92657.

20           26. As such, on October 10, 2008, Jeanna Nash requested that Inter-State  
21 Investigative Services try to obtain a telephone number for the address JED MARGOLIN  
22 advised was the headquarters of OPTIMA TECHNOLOGY.

23           27. In addition, Plaintiff hired One Legal, LLC to attempt service of the Complaint  
24 and Summons upon ROBERT ADAMS at the White Cap Lane address.

25           28. On October 10, 2008, Plaintiff caused a subpoena duces tecum to be issued to  
26 Jeffrey Willis, counsel for ROBERT ADAMS, who had substituted in for Plaintiff in the

1 Arizona District Court action, requesting any and all non-privileged personal contact  
2 information Jeffrey Willis had for ROBERT ADAMS. This subpoena was served on Jeffrey  
3 Willis on October 14, 2008.

4 29. However, on October 15, 2008, Jeffrey Willis confirmed that the only  
5 information he had regarding the whereabouts of ROBERT ADAMS was a Reno, Nevada  
6 address which belonged to OPTIMA TECHNOLOGY, the 949-981-9208 telephone number,  
7 and the [radams@optimatechonologygroup.com](mailto:radams@optimatechonologygroup.com) email address, all of which the Plaintiff was  
8 already in possession.

9 30. On October 15, 2008, Inter-State Investigative Services informed Jeanna Nash  
10 that the Cayman Islands address provided by JED MARGOLIN does not belong to OPTIMA  
11 TECHNOLOGY and that there is no telephone number associated with the address.

12 31. On October 16, 2008, Plaintiff received an Affidavit of Process Server from One  
13 Legal, LLC indicating that attempts to serve ROBERT ADAMS at 474 Whitecap Lane,  
14 Newport Coast, CA 92657 on October 9, 2008, revealed that ROBERT ADAMS is unknown  
15 by the current occupant of the premises.

16 32. Over the past few weeks, we have gone through our file concerning ROBERT  
17 ADAMS and have found no additional information than that provided herein regarding  
18 ROBERT ADAMS' whereabouts or physical address.

19 33. On October 23, 2008, Defendant ROBERT ADAMS sent an email to Plaintiff  
20 again acknowledging the existence of the lawsuit against him, again alleging that Plaintiff has  
21 knowledge of his whereabouts, but again failing to actually provide his whereabouts, address  
22 or physical location.

23 34. As demonstrated above, diligent efforts have been made to locate the physical  
24 address and whereabouts of Defendant ROBERT ADAMS, to no avail.

25 35. Accordingly, this is one of the cases in which Rule 4.2(f) authorizes service of  
26 process by means of publication.

1 36. As such, I have caused a Summons and a statement as to the method by which  
2 a copy of the Complaint could be obtained to be published in *The Daily Territorial*, beginning  
3 on November 10, 2008, and for at least once a week for four successive weeks.

4 37. Upon completion of service, I will file with this Court an Affidavit of Completion  
5 of Service.

6 I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND  
7 CORRECT.

8 EXECUTED this 7<sup>th</sup> day of November, 2008.

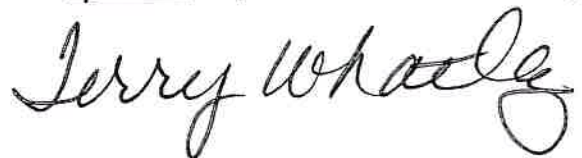
9 UDALL LAW FIRM, LLP

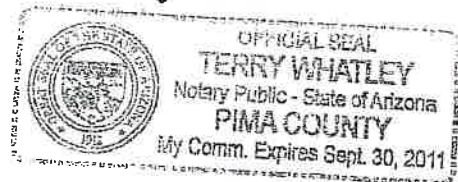
10 By   
11 Edward Moomjian II  
12 Attorneys for Plaintiff

13 SWORN TO AND SUBSCRIBED before me this 7<sup>th</sup> day of November, 2008 by  
14 Edward Moomjian II.

15 COPY of the foregoing delivered this  
10<sup>th</sup> day of November, 2008 to:

16 The Honorable John E. Davis  
17 Superior Court of Pima County  
18 110 West Congress  
19 Tucson, Arizona 85701





20 COPY of the foregoing mailed this  
10<sup>th</sup> day of November, 2008 to:

21 Jed Margolin  
22 1981 Empire Road  
23 Reno, Nevada 89521-7430

24 Optima Technology Inc. a/k/a Optima Technology Group, Inc.  
25 1981 Empire Road  
26 Reno, Nevada 89521-7430

27 Optima Technology Inc. a/k/a Optima Technology Group, Inc.  
28 c/o Its Registered Agent: National Registered Agents  
29 160 Greentree Drive, Suite 101  
30 Dover (Kent County), Delaware 19904

31 By 

NATIONAL REGISTERED AGENTS, INC.

SERVICE OF PROCESS SUMMARY TRANSMITTAL FORM

To: BIJAN AKHAVAN
OPTIMA TECHNOLOGY, INC.
15260 VENTURA BLVD., SUITE 1230
SHERMAN OAKS, CA 91403-

SOP Transmittal # DE30149
(800) 767-1553 - Telephone
(609) 716-0820 - Fax

Entity Served: OPTIMA TECHNOLOGY, INC.

Enclosed herewith are legal documents received on behalf of the above captioned entity by National Registered Agents, Inc. or its Affiliate in the State of DELAWARE on this 14 day of November, 2008. The following is a summary of the document(s) received:

- 1. Title of Action: UDALL LAW FIRM, L.L.P. VS. OPTIMA TECHNOLOGIES INC. A/K/A OPTIMA TECHNOLOGY GROUP INC, ROBERT ADAMS, JED MARGOLIN, JOHN AND JANE DOES 1-10, BLACK
2. Document(s) served:
Summons/Citation/Third Party Summon
Complaint/Petition/Third Party Complaint
Motion for Default/Default Judgment
Injunction/Temporary Restraining Order
Subpoena
Garnishment
Mechanics Lien
Demand for Jury Trial
Notice of
Other: PLAINTIFF'S MOTION TO EXTEND TIME TO SECURE SERVICE OF PROCESS UPON DEFENDANT ROBERT ADAMS,, ORDER
3. Court of Jurisdiction/ Case & Docket Number: SUPERIOR COURT, PIMA COUNTY ARIZONA C20084952
4. Amount Claimed, if any: SEE DOCUMENTS
5. Method of Service (select one):
Personally served by: Process Server
Delivered Via: Certified Mail
Deputy Sheriff
Regular Mail
U. S Marshall
Facsimile
Other (Explain):
6. Date and Time of Receipt: 11/14/2008 12:14:11 PM EST (GMT -5)
7. Appearance/Answer Date: EXECUTED: NOVEMBER 7, 2008
8. Received From: EDWARD MOOMJIAN, II
UPDALL LAW FIRM LLP
4801 E BROADWAY BLVD
SUITE 400
TUCSON, ARIZONA 85711.3638
520.623.4353
9. Federal Express Airbill # First Class Mail
10. Call Made to: VM - BIJAN AKHAVAN

11. Special Comments:
NRAI's records indicate this company has been discontinued for NON-PAYMENT reason. If you wish to reinstate the account please contact NRAI at 800-767-1553.

NATIONAL REGISTERED AGENTS, INC. Copies To:

Transmitted by: Debbie Sealund

The information contained in this Summary Transmittal Form is provided by National Registered Agents, Inc. for informational purposes only and should not be considered a legal opinion. It is the responsibility of the parties receiving this form to review the legal documents forwarded and to take appropriate action.

**NATIONAL REGISTERED AGENTS, INC.**

**SERVICE OF PROCESS SUMMARY TRANSMITTAL FORM**

To: BIJAN AKHAVAN  
BIJAN AKHAVAN AND COMPANY  
15456 VENTURA BLVD  
STE 300  
SHERMAN OAKS, CA 91403

SOP Transmittal # DE30149  
  
(800) 767-1553 - Telephone  
(609) 716-0820 - Fax

Entity Served: OPTIMA TECHNOLOGY, INC.

Enclosed herewith are legal documents received on behalf of the above captioned entity by National Registered Agents, Inc. or its Affiliate in the State of **DELAWARE** on this **14** day of **November**, 2008. The following is a summary of the document(s) received:

1. **Title of Action:** UDALL LAW FIRM, L.L.P. VS. APTIMA TECHNOLOGIES INC. A/K/A OPTIMA TECHNOLOGY GROUP INC, ROBERT ADAMS, JED MARGOLIN, JOHN AND JANE DOES 1-10, BLACK
2. **Document(s) served:**  

<input type="checkbox"/> Summons/Citation/Third Party Summon	<input type="checkbox"/> Subpoena	<input type="checkbox"/> Notice of
<input type="checkbox"/> Complaint/Petition/Thirt Party Complaint	<input type="checkbox"/> Garnishment	
<input type="checkbox"/> Motion for Default/Default Judgment	<input type="checkbox"/> Mechanics Lien	<input checked="" type="checkbox"/> Other: PLAINTIFF'S MOTION TO EXTEND TIME TO SECURE SERVICE OF PROCESS UPON DEFENDANT ROBERT ADAMS,, ORDER
<input type="checkbox"/> Injunction/Temporary Restraining Order	<input type="checkbox"/> Demand for Jury Trial	
3. **Court of Jurisdiction/** SUPERIOR COURT, PIMA COUNTY ARIZONA  
**Case & Docket Number:** C20084952
4. **Amount Claimed, if any:** SEE DOCUMENTS
5. **Method of Service** (select one):  

<input type="checkbox"/> Personally served by:	<input type="checkbox"/> Process Server	<input type="checkbox"/> Deputy Sheriff	<input type="checkbox"/> U. S Marshall
<input checked="" type="checkbox"/> Delivered Via:	<input type="checkbox"/> Certified Mail (Envelope enclosed)	<input checked="" type="checkbox"/> Regular Mail (Envelope enclosed)	<input type="checkbox"/> Facsimile
<input type="checkbox"/> Other (Explain):			
6. **Date and Time of Receipt:** 11/14/2008 12:14:11 PM EST (GMT -5)
7. **Appearance/Answer Date:** EXECUTED: NOVEMBER 7, 2008
8. **Received From:** EDWARD MOOMJIAN, II  
(Name, Address & Telephone Number) UPDALL LAW FIRM LLP  
4801 E BROADWAY BLVD  
SUITE 400  
TUCSON, ARIZONA 85711.3638  
520.623.4353
9. **Federal Express Airbill #** First Class Mail
10. **Call Made to:** VM - BIJAN AKHAVAN
11. **Special Comments:**  
NRAI's records indicate this company has been discontinued for NON-PAYMENT reason. If you wish to reinstate the account please contact NRAI at 800-767-1553.

NATIONAL REGISTERED AGENTS, INC.

Copies To:

Transmitted by: Debbie Sealund

The information contained in this Summary Transmittal Form is provided by National Registered Agents, Inc. for informational purposes only and should not be considered a legal opinion. It is the responsibility of the parties receiving this form to review the legal documents forwarded and to take appropriate action.

ORIGINAL

2032

1 **UDALL LAW FIRM, LLP**  
2 ATTORNEYS AT LAW  
3 4801 E. BROADWAY BLVD., SUITE 400  
4 TUCSON, ARIZONA 85711-3638  
5 (520) 623-4353  
6 Edward Moomjian II, PCC #65050, SBN 016667  
7 Attorneys for Plaintiff

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
9 **IN AND FOR THE COUNTY OF PIMA**

10 UDALL LAW FIRM, L.L.P., formerly  
11 known as Chandler & Udall, L.L.P., an  
12 Arizona Limited Liability Partnership,

13 Plaintiff,

14 vs.

15 OPTIMA TECHNOLOGY INC. a/k/a  
16 OPTIMA TECHNOLOGY GROUP, INC., a  
17 corporation; ROBERT ADAMS; JED  
18 MARGOLIN; JOHN AND JANE DOES 1-  
19 10; BLACK CORPORATIONS 1-10;  
20 WHITE PARTNERSHIPS 1-10,

21 Defendants.

NO. C20084952

**ORDER EXTENDING TIME TO  
SECURE SERVICE OF  
PROCESS UPON DEFENDANT  
ROBERT ADAMS**

*Assigned to: The Hon. John E. Davis*

22 This matter came on before the Court on Plaintiff's Motion to Extend Time to Secure  
23 Service of Process upon Defendant ROBERT ADAMS, and the Court having considered the  
24 Motion and Affidavit submitted in support of that Motion, finds that Plaintiff has established  
25 good cause for the failure to secure service of process upon Defendant ROBERT ADAMS  
26 within the time prescribed by the Arizona Rules of Civil Procedure.

Based upon the foregoing finding, and good cause appearing therefor,

• • •  
• • •

1 IT IS HEREBY ORDERED that the time period prescribed by Rule 4(i), Ariz.R.Civ.P.  
2 for securing service of process in this action shall be extended for an additional period of  
3 thirty-five (35) days, until December 20, 2008.

4 DATED this \_\_\_\_\_ day of November, 2008.

5 BY THE COURT:

6  
7 By \_\_\_\_\_  
8 John E. Davis, Judge  
9 Superior Court of Pima County

10 CONFORMED COPY of the foregoing mailed  
11 this \_\_\_\_\_ day of November, 2008 to:

12 Jed Margolin  
13 1981 Empire Road  
14 Reno, Nevada 89521-7430

15 Optima Technology Inc. a/k/a Optima Technology Group, Inc.  
16 1981 Empire Road  
17 Reno, Nevada 89521-7430

18 Optima Technology Inc. a/k/a Optima Technology Group, Inc.  
19 c/o Its Registered Agent: National Registered Agents  
20 160 Greentree Drive, Suite 101  
21 Dover (Kent County), Delaware 19904

22 By \_\_\_\_\_  
23  
24  
25  
26



## National Registered Agents, Inc.

... "NRAI, the best choice for statutory representation"

December 15, 2008

Bijan Akhavan  
Bijan Akhavan and Company  
15456 Ventura Blvd, Suite 200  
Sherman Oaks, CA 91403

RE: Optima Technology, Inc.

### **RETURNED SERVICE OF PROCESS**

The enclosed pleadings have been returned by Regular Mail as undeliverable as addressed. Attached is NRAI's Client Information Form. Please take a few minutes to complete the Form and **fax it to 609-716-0820.**

This will allow NRAI to update our records and avoid any future delays in forwarding Service of Process received on your behalf. Thank you in advance for your cooperation in this matter.

**National Registered Agents, Inc.**

---

Telephone (609) 716-0300

P. O. Box 927, West Windsor, NJ 08550-0927  
Internet Address: [sopadministrator@nrai.com](mailto:sopadministrator@nrai.com)

Fax (609) 716-0820



NATIONAL REGISTERED AGENTS, INC.

SERVICE OF PROCESS SUMMARY TRANSMITTAL FORM

To: BIJAN AKHAVAN
BIJAN AKHAVAN AND COMPANY
15456 VENTURA BLVD.
SUITE 200
SHERMAN OAKS, CA 91403

SOP Transmittal # DE30342

(800) 767-1553 - Telephone
(609) 716-0820 - Fax

Entity Served: OPTIMA TECHNOLOGY, INC.

Enclosed herewith are legal documents received on behalf of the above captioned entity by National Registered Agents, Inc. or its Affiliate in the State of DELAWARE on this 31 day of December, 2008. The following is a summary of the document(s) received:

1. Title of Action: UDALL LAW FIRM LLP VS. OPTIMA TECHNOLOGY INC, OPTIMA TECHNOLOGY GROUP INC, ROBERT ADAMS, JED MARGOLIN

2. Document(s) served:

- Summons/Citation/Third Party Summon
Complaint/Petition/Thirt Party Complaint
Motion for Default/Default Judgment
Injunction/Temporary Restraining Order
Subpoena
Garnishment
Mechanics Lien
Demand for Jury Trial
Notice of FILING
Other: NOTICE OF FILING AFFIDAVIT OF PUBLICATION RE SERVICE OF PROCESS UPON DEFENDANT ROBERT ADAMS

3. Court of Jurisdiction/ SUPERIOR COURT, PIMA COUNTY, ARIZONA
Case & Docket Number: C20084952

4. Amount Claimed, if any: SEE DOCUMENTS

5. Method of Service (select one):

- Personally served by: Process Server
Delivered Via: Certified Mail
Deputy Sheriff
Regular Mail
U. S Marshall
Facsimile
Other (Explain):

6. Date and Time of Receipt: 12/11/2008 12:44:35 PM EST (GMT -5)

7. Appearance/Answer Date: DATED: DECEMBER 8, 2008

8. Received From: EDWARD MOOMJIAN II
UDALL LAW FIRM LLP
4801 E BROADWAY BLVD
SUITE 400
TUCSON ARIZONA 85711.3638
520.623.4353

9. Federal Express Airbill # First Class Mail

10. Call Made to: VM - BIJAN AKHAVAN

11. Special Comments:

12/31/08 returned by mail as undeliverable. NRAI found new address for company. reforwarding by first class mail.

NATIONAL REGISTERED AGENTS, INC.

Copies To:

Transmitted by: Leslie Lofton

The information contained in this Summary Transmittal Form is provided by National Registered Agents, Inc. for informational purposes only and should not be considered a legal opinion. It is the responsibility of the parties receiving this form to review the legal documents forwarded and to take appropriate action.

ORIGINAL

NATIONAL REGISTERED AGENTS, INC.

SERVICE OF PROCESS SUMMARY TRANSMITTAL FORM

To: BIJAN AKHAVAN
OPTIMA TECHNOLOGY, INC.
15260 VENTURA BLVD., SUITE 1230
SHERMAN OAKS, CA 91403-

SOP Transmittal # DE30342

(800) 767-1553 - Telephone
(609) 716-0820 - Fax

Entity Served: OPTIMA TECHNOLOGY, INC.

Enclosed herewith are legal documents received on behalf of the above captioned entity by National Registered Agents, Inc. or its Affiliate in the State of DELAWARE on this 11 day of December, 2008. The following is a summary of the document(s) received:

1. Title of Action: UDALL LAW FIRM LLP VS. OPTIMA TECHNOLOGY INC, OPTIMA TECHNOLOGY GROUP INC, ROBERT ADAMS, JED MARGOLIN

2. Document(s) served:

- Summons/Citation/Third Party Summon
Complaint/Petition/Thirt Party Complaint
Motion for Default/Default Judgment
Injunction/Temporary Restraining Order
Subpoena
Garnishment
Mechanics Lien
Demand for Jury Trial
Notice of FILING
Other: NOTICE OF FILING AFFIDAVIT OF PUBLICATION RE SERVICE OF PROCESS UPON DEFENDANT ROBERT ADAMS

3. Court of Jurisdiction/ Case & Docket Number: SUPERIOR COURT, PIMA COUNTY, ARIZONA C20084952

4. Amount Claimed, if any: SEE DOCUMENTS

5. Method of Service (select one):

- Personally served by: Process Server
Delivered Via: Certified Mail, Regular Mail, U. S Marshall, Facsimile

Other (Explain):

6. Date and Time of Receipt: 12/11/2008 12:44:35 PM EST (GMT -5)

7. Appearance/Answer Date: DATED: DECEMBER 8, 2008

8. Received From: EDWARD MOOMJIAN II
UDALL LAW FIRM LLP
4801 E BROADWAY BLVD
SUITE 400
TUCSON ARIZONA 85711.3638
520.623.4353

9. Federal Express Airbill # First Class Mail

10. Call Made to: VM - BIJAN AKHAVAN

11. Special Comments:

NRAI's records indicate this company has been discontinued for NON-PAYMENT reason. If you wish to reinstate the account please contact NRAI at 800-767-1553.

NATIONAL REGISTERED AGENTS, INC.

Copies To:

Transmitted by: Debbie Sealund

The information contained in this Summary Transmittal Form is provided by National Registered Agents, Inc. for informational purposes only and should not be considered a legal opinion. It is the responsibility of the parties receiving this form to review the legal documents forwarded and to take appropriate action.

ORIGINAL

1 UDALL LAW FIRM, LLP  
ATTORNEYS AT LAW  
2 4801 E. BROADWAY BLVD., SUITE 400  
TUCSON, ARIZONA 85711-3638  
3 (520) 623-4353

4 Edward Moomjian II, PCC #65050, SBN 016667  
Attorneys for Plaintiff

5  
6 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
7 IN AND FOR THE COUNTY OF PIMA

8 UDALL LAW FIRM, L.L.P., formerly  
known as Chandler & Udall, L.L.P., an  
9 Arizona Limited Liability Partnership,

10 Plaintiff,

11 vs.

12 OPTIMA TECHNOLOGY INC. a/k/a  
OPTIMA TECHNOLOGY GROUP, INC., a  
13 corporation; ROBERT ADAMS; JED  
MARGOLIN; JOHN AND JANE DOES 1-  
14 10; BLACK CORPORATIONS 1-10;  
WHITE PARTNERSHIPS 1-10,

15 Defendants.  
16

NO. C20084952

NOTICE OF FILING AFFIDAVIT  
OF PUBLICATION RE SERVICE  
OF PROCESS UPON  
DEFENDANT ROBERT ADAMS

Assigned to: The Hon. John E. Davis

17 Plaintiff, by and through undersigned counsel, hereby submits the attached Affidavit of  
18 Publication relating to service of process upon Defendant ROBERT ADAMS.

19 DATED this 8th day of December, 2008.

20 UDALL LAW FIRM, LLP

21 By   
22 Edward Moomjian II  
Attorneys for Plaintiff

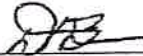
23 COPY of the foregoing mailed this  
24 8th day of December, 2008 to:

25 Jed Margolin  
1981 Empire Road  
26 Reno, Nevada 89521-7430

1 Optima Technology Inc. a/k/a Optima Technology Group, Inc.  
1981 Empire Road  
2 Reno, Nevada 89521-7430

3 Optima Technology Inc. a/k/a Optima Technology Group, Inc.  
c/o Its Registered Agent: National Registered Agents  
4 160 Greentree Drive, Suite 101  
Dover (Kent County), Delaware 19904

5 Optima Technology Inc. a/k/a Optima Technology Group, Inc.  
6 Scotia Centre, 4th Floor  
P. O. Box 268  
7 Grand Cayman KY1-1104  
Cayman Islands

8  
9 By  \_\_\_\_\_

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**AFFIDAVIT OF PUBLICATION**

STATE OF ARIZONA )  
                          ) ss.  
COUNTY OF PIMA )

**Jamie Macias**, being first duly sworn, deposes and says that (s)he is the **Legal Advertising Manager** of **THE DAILY TERRITORIAL**, a daily newspaper printed and published in the County of Pima, State of Arizona, and of general circulation in the City of Tucson, County of Pima, State of Arizona and elsewhere, and the hereto attached:

CIVIL SUMMONS C 2008 4952  
UDALL LAW FIRM, LLC vs. OPTIMA TECHNOLOGY INC. ET  
AL  
TO: ROBERT ADAMS

was printed and published correctly in the regular and entire issue of said **THE DAILY TERRITORIAL** for 4 issues; that was first made on the 10th day of November 2008 and the last publication thereof was made on the 1st day of December 2008 ; that said publication was made on each of the following dates, to-wit:

- 11/10/08
- 11/17/08
- 11/24/08
- 12/01/08

at the Request of:     Udall Law Firm, LLP



by Jamie Macias, Legal Advertising Manager  
Subscribed and sworn to before me this 1st day of December 2008 .

Robbie Jones

Notary Public in and for the County of Pima, State of Arizona



**ROBBIE JONES**  
Notary Public - Arizona  
Pima County  
Expires 11/01/2012

My commission expires: 11-1-12

SUMMONS  
ARIZONA SUPERIOR COURT,  
PIMA COUNTY  
Plaintiff UDALL LAW FIRM, L.L.P.,  
formerly known as Chandler & Udall,  
L.L.P., an Arizona Limited Liability  
Partnership

No. C20084952 CIVIL SUMMONS  
Defendants OPTIMA TECHNOLOGY  
INC. a/k/a OPTIMA TECHNOLOGY  
INC., a corporation; ROBERT  
MARGOLIN; JED MARGOLIN; JOHN  
MARGOLIN; DOES 1-10; BLACK COR-  
PORATIONS 1-10; WHITE PARTNER-  
SHIPS 1-10 Assigned to Judge John  
S. Adams

THE STATE OF ARIZONA to the  
above-named Defendant: ROBERT  
MARGOLIN

A lawsuit has been filed against you.  
If you do not want a judgment taken  
against you for the relief demanded in  
the accompanying Complaint, you must  
file a Response in writing in the Office  
of the Clerk of the Superior Court, 110  
West Congress, Tucson, Arizona, ac-  
companied by the necessary filing fee.  
A copy of the Response must also be  
mailed to the plaintiff/attorney whose  
name appears below.

The Response must be filed within  
TWENTY DAYS, exclusive of the date  
of service, if served within the State of  
Arizona, or within THIRTY DAYS, exclu-  
sive of the date of service, if served out-  
side the State of Arizona.

This is a legal document. If you do  
not understand its consequences, you  
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REQUESTS FOR REASONABLE AC-  
COMMODATION FOR PERSONS  
WITH DISABILITIES MUST BE MADE  
TO THE COURT BY PARTIES AT  
LEAST 3 WORKING DAYS IN AD-  
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PROCEEDING.

WITNESS My Hand and the Seal of  
the Superior Court. DATED: July 18,  
2008 PATRICIA A. NOLAND CLERK  
OF THE SUPERIOR COURT By: Mary  
Wright, Deputy Clerk ATTORNEY'S  
NAME, ADDRESS, PHONE Edward  
Ahoonjian II, Esquire, PCC #65050  
UDALL LAW FIRM, LLP 4801 East  
Congress Boulevard, Suite 400 Tuc-  
son, Arizona 85711-3638 (520)  
623-2222

PUBLISH: The Daily Territorial  
November 10, 17, 24, Dec 1, 2008  
smadams/20084952 jh

N. RAMSEY BARCIK  
MARK A. NIALIS\*  
CARL J. PENTIS\*  
STEPHEN A. RAINS  
JASON A. SAVLOV  
DANIEL R. WILDISH\*  
\*Partner

OF COUNSEL  
THOMAS R. SALTARELLI  
THOMAS R. WAGNER

## WILDISH & NIALIS

ATTORNEYS AT LAW  
ORANGE TOWER  
500 N. STATE COLLEGE BOULEVARD  
SUITE 1200  
ORANGE, CALIFORNIA 92868  
TELEPHONE (714) 634-8001  
FACSIMILE (714) 634-3869  
[www.wildishandnialis.com](http://www.wildishandnialis.com)

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SAN BERNARDINO, CALIFORNIA 92407  
TELEPHONE (909) 337-8303  
FACSIMILE (909) 337-8305

SAN DIEGO COUNTY OFFICE  
2588F EL CAMINO REAL, SUITE 519  
CARLSBAD, CALIFORNIA 92008  
TELEPHONE (760) 720-0558  
FACSIMILE (760) 720-0558

RIVERSIDE COUNTY OFFICE  
23811 WASHINGTON AVE., SUITE C110  
MURRIETA, CALIFORNIA 92562  
TELEPHONE (888) 666-0041  
FACSIMILE (909) 600-8316

October 16, 2006

Mr. Reza Zandian  
8775 Costa Verde Boulevard, No. 1416  
San Diego, CA 92122

Re: Optima Technology Corporation, etc. vs. Robert M. Adams, Jr., etc., et al.  
Case No.: O.C.S.C. 06CC09234  
Our File No.: 3593

Dear Mr. Zandian:

Enclosed please find the following document regarding the above-entitled matter:

1. September 7, 2006 letter from Lonnie Nelson, Senior Public Safety Assistant with the Irvine Police Department in reply to your August 31, 2006 letter.

I have reviewed the enclosed and note I still await from you a copy of the declaration from the website host (Network Solutions) regarding Adams' theft. We also need to prepare for the November 6th Trial in the Emfaco/Zandian cases. I need damage evidence.

Please feel free to contact the undersigned should you have any questions regarding the enclosed or any other aspect of your matter.

Very truly yours,

WILDISH & NIALIS

  
CARL J. PENTIS

email: [cpentis@wildishandnialis.com](mailto:cpentis@wildishandnialis.com)

CJP/pm

Enclosure: 9/7/06 Letter

F:\Clients\3593\Corr\Client.03 (enc PD docs).wpd

Mr. Reza Zandian, Member  
Board of Directors  
Optima Technology Corporation  
8775 Costa Verde Blvd., Apt. 1416  
San Diego, California 92122

August 31, 2006

Officer L Nelson  
Irvine Police Department  
One Civic Center Plaza  
P.O. Box 19575  
Irvine, California 92623

Re: Criminal Conduct of Robert M. Adams, Jr.  
Adams Reports his address as 2222-222 (Box 183) Michelson Drive, Irvine, California  
92612

Dear Officer Nelson:

As we discussed earlier this morning, I would like to file criminal charges against Robert Adams for his criminal acts of forgery in an effort to take illegal control and ownership of Optima Technology Corporation ("Optima") and on or about August 18, 2006, his criminal act of taking the web site, soft ware and source code of Optima.

EMFACO S.A., a Swiss Corporation, is the sole shareholder of OPTIMA, making OPTIMA a subsidiary of EMFACO. I, Zandian, am the sole director of OPTIMA as appointed/elected by EMFACO. I, Zandian, am the sole owner of EMFACO.

In or about 2004 Robert Adams, then an officer of Optima, prepared and later presented a letter allegedly dated August 7, 2002 containing the forged signature of Reza Zandian. The letter, attached as Exhibit 1, claimed that Zandian and his Swiss holding corporation were transferring their stock ownership in Optima to Robert Adams. I had never agreed to such transfer, and I had never executed such a letter. I retained several attorneys to obtain civil recourse against Mr. Adams. Recently I retained Carl Pentis, Esq. Of Wildish and Nialis 500 N. State College Blvd., Suite 1200, Orange, Ca 92868 to prosecute a further civil action against Mr. Adams.

Mr. Pentis filed a separate Corporations Code §709 action on behalf of was filed by Emfaco SA (the sole voting shareholder) against Adams to declare that Adams was a not voting shareholder of Optima, was not a director of Optima, and that Reza Zandian was the sole director of Optima, with Emfaco being the sole voting shareholder of Optima. The Corp. 709 Trial in OCSC Case No. 06 CC 08517, Emfaco v. Adams came on a regularly calendered on August 21, 2006 at 9:00



a.m. in Dept. 11 of the above entitled Court, Judge Hon. Mary Erickson presiding. Carl Pentis, Esq. represented Emfaco S.A., a Swiss Corp. After receipt of evidence, and conclusion of trial, the court issued an order (copy attached as Exhibit 2) protecting the assets of Optima Technology Corporation, A California Corporation ("Optmia"), held that Optima Technology Corporation, a California Corporation's sole director is Reza Zandian, who was duly elected by EMFACO, S.A. A Swiss Corporation, and found that EMFACO, S.A. A Swiss Corporation is the sole voting shareholder of Optima. The court further ordered that all assets of Optima Technology Corporation, a California Corporation including control of the domain name OPTIMATECH.COM, shall be placed under the direction and control of Reza Zandian, as director of Optima Technology Corporation, a California Corporation. Upon receipt of the court order, I, Zandian, contacted Brenna Wyatt, Executive Support Representative, Network Solutions, 10 Azalea Dr., Drums, Pennsylvania 18222 and provided the August 21, 2006 order. Network Solutions is the host of Optima's domain, OPTIMATECH.COM, the location where customers of Optima would purchase software of Optima. (In October 2004 Network was informed of the dispute concerning the control of Optima as reflected in Network Solutions letter of October 21, 2004 attached as Exhibit 6.) Ms. Wyatt informed me that a few days before, namely Friday, August 18, 2006, Robert Adams had taken the Optima web site contents, such that the web site was now empty. All software to be sold and programming of Optima had been taken by Robert Adams as he was aware of the trial set to be commenced 3 days later which would have stopped his illegal take over of the assets and shares of Optima as described herein. In particular, Adams embezzled the downloadable software and source code for ~~Xchange PRO~~, Xchange Pro, DeskTape Pro, CD-R Access Pro, SCSI Inspector, and DiskArray Pro Adams converted the Optima web site. Adams converted the Optima paypal account. The value of this software and web site is in excess of \$2 million.

Adams' embezzlement of the content of the Optima web site file data and software, and related source codes has caused Optima to suffer great financial losses.. The Optima web site permitted a customer to down load the purchased software from the web site upon payment of the purchase price. Attached as Exhibit 3 is a hard copy of portions of the Optima web site embezzled by Adams, including description of the software the website permitted a purchaser to down load. Adams has converted the web site and the web site down loadable products to his own use, and so that Optima cannot sell the software. Adams also created an Optima paypal account for receipt of funds by the Web site. Adams has embezzled the Optima paypal account and its funds. Adams, however, has reported that he has no assets, and refuses to return to Optima any of the cash he took from Optima, and refuses to return the assets and property of Optima despite demand to do so from Optima (demand letter of August 22, 2006 attached as Exhibit 4) Robert Adams closed his email address so as to prevent Optima from communicating with him as had been occurring in advance of the Corp. §709 trial. Adams has refused to provide his personal residence address, and only provides a private post office box ( 2222-222 Michelson Drive, Irvine, California 92612 as his office and residence contact (California Secretary of State filing dated April 21, 2005 by Robert M. Adams, Jr. attached as Exhibit 7.). Adams has made efforts to be judgment proof and avoids service of summons. Adams has been terminated as an employee and/or officer of Optima such that he no longer is entitled to maintain or possess as of the assets of Optima (termination letter and repeated request to return assets attached as Exhibit 5, this notice was also sent to his counsel Scott Albrecht, Esq. Of Samuels, Green, Steel, &

August 17, 2006

Scott Albrecht, Esq.

Samuels, Green, Steel & Adams, LLP

19800 Mac Arthur Blvd., Suite 1000

Irvine, CA 92612

Via Fax (949)263-0004 and email

Re: Emfacó S.A., etc. vs. Optima Technology Corporation, etc, et al.

Case No.: O.C.S.C. 06CC08517

Our File No.: 3579

Privileged Settlement Communications Evidence Code §1152, 1154, and C.C. §47

Dear Mr. Albrecht:

This is in response to your and Mr. Adams recent emails concerning settlement negotiations. Reza believes that Mr. Adams is a good religious man, and he will realize what he did was wrong.

In order to resolve the defamation case and the Corporations Code §709 cases (upon consideration, it makes no sense to dismiss breach of fiduciary duty case against Adams and incur another filing fee, as we already discussed preserving those claims ), we offer to settle with a payment to Mr. Adams of \$6,000, and Mr. Adams to provide the following items listed below. However, if you provide the below requests to our reasonable satisfaction, we would then agree to dismiss the Emfacó v. Adams case, subject to your agreement that we may later re-file claims against Adams for breach of his duties to Optima, and damage to Optima.

- 1) Production of the contract for \$225,000, proof of receipt of funds, proof of disbursement of funds, and all related bank statements.
- 2) Bank statements of all the bank accounts for all the sales and disbursements from 2002 to 2006.
- 3) A declaration by Mr. Adams wherein he identifies specific content of the press release of August 31, 2004 which was untrue, wrong, and that it was motivated by the people from Nevada, Fred Sadri and Ray Koroghli. Mr. Adams, of course, will receive a release of all claims for the defamation action against him, but we need his cooperation in the actions against Mr. Sadri and Mr. Koroghli.
- 4) A letter indicating that the letter of December 7, 2002 is not signed nor generated by Zandian.
- 5) Records of any invoices from and payments to any law firms since January 1, 2002 to the present.
- 6) Return of all media, source code, tape and intellectual properties, and all assets of Optima Technology

8/17/2006

(THU)AUG 17 2006 15:50/ST.15:48/NO.631297764 P 5

2045

FROM LAW OFFICE

Corporation. The products, technology, hardware peripherals, storage media and patented software include "Xchange PRO, Xchange/DT, DeskTape Pro, CD-R Access Pro, SCSI Inspector, and DiskArray Pro (all trade marked). The complete listing of the products and technology owned by Optima is listed in section II of the June 2002 Optima Technology Strategic Business Plan which was prepared by Mr. Adams (pages 3-5), a copy of which is attached. Return of the password of the domain name of [www.optimatech.com](http://www.optimatech.com) and the password to gain access to emails related to optimatech.com. Adams agrees not to continue to use any of optimatech email addresses.

7) Execute all documents necessary for the return of the ownership and control of the Optima Web site to Optima Technology Corporation and Reza Zandian.

8) Executed Agreement by Adams that Reza is the sole director of Optima, combined with a resignation by Adams as officer and director of Optima, and confirmation that Emfacos is the sole voting shareholder of Optima, with Adams holding no shares of Optima, and a warranty that Adams never conveyed, transferred, assigned, or issued any shares of Optima.

9) A representation that Adams has not taken any assets of Optima for his personal use or personal gain. An agreement that Adams will not violate the Optima Technology trade mark, with such trade mark being represented by Mr. Adams to exist on the face page of the Strategic plan Adams prepared.

Very truly yours,

Carl J. Pentis

enclosures: June 2002 Optima Technology Strategic Business Plan prepared by Adams

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0567760192 -0095  
 (800)275-8777

08/29/2006 04:53:24 PM

Product Description	Sales Receipt		Final Price
	Qty	Unit Price	
EP 10x13 Env - RP	1	\$0.49	\$0.49
EP 10x13 Env - RP	1	\$0.49	\$0.49
IRVINE CA 92612 First-Class 2.70 oz.			\$0.87
Return Rcpt (Green Card) Certified			Void
Label #: 70060100000706870480			Void
Issue PVI:			=====
			\$5.12
Refund PVI			-\$5.12
IRVINE CA 92612 First-Class 2.60 oz.			\$0.87
Return Rcpt (Green Card) Certified			\$1.85
Label #: 70060100000706870480			\$2.40
Issue PVI:			=====
			\$5.12
Total:			=====
			\$6.10
Paid by:			
Cash			\$6.10

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Postmark: SEP 7 2006 SAN DIEGO CA

Sent To: MR ROBERT ADAMS  
 Street, Apt. No., or PO Box No.: CEO OPTIMA TECHNOLOGY CORP.  
 2222 MICHELSON DR.  
 City, State, ZIP+4: SUITE 222-183 IRVINE

PS Form 3800, June 2002 See Reverse for Instructions

# Exhibit M

DD 000051059830 SOFT 77 LLC Branch:105  
SOFT 77 LLC Direct Debit Fee Amount: 30.00 Service Code:000  
Orig Date:2004-11-01 Download Status:D OFAC Searched:Yes Originally verified by:R216 Wire Amount: 100,000.00  
Print Client Notice:Y BY BANK:0430-0026-1 MICHIGAN BANK PITSR Reference:2004-11-01-00034 Bus Func:CTR Type:1000  
Entered by:R370 Entered at:10.19.01 Modification ID:A300EX1109  
Last changed by:R4096 at:2004-11-01 11.02.02 Last verified by:R169 at:2004-11-01 11.07.20  
Originator: D-51059830 SOFT 77 LLC  
Address: 428 PARKFIELD CTR # 277 SANTA ROSA CA 95403  
Orig To Benefit: FOR PURCHASE CREDIT TO OPTIMA TRCA ACCT 221-07Y06  
Beneficiary: D-1011730 HERRIARD LYNCE  
Address: PO BOX 515476 108 ANGELLES CA 90051  
Beneficiary FI: Z-043000261 MICHIGAN BANK  
Address: 500 ROSS ST PITTSBURGH PA 15262  
Class: BMMK105 Transaction Description: WIRE - HERRIARD LYNCE  
Reference:

\*\* End of Report \*\*

ID 000051059830 SOFT 77 LLC Branch:105  
 Seq#:100037 Direction:Out Fee Amount: 39.00 Service Code:1000 Wire Amount: 125,000.00  
 Entry Date:2004-05-03 Nominal Stub#:0 ORAC Booked:YER Originally verified by:SL16  
 Print Client Notice: X DI AB#104310-0028-1 KELLON BANK PITS Reference:2004-05-03-00037 Bus Yunc:CTR Type:1000  
 Entered by:BDYH Entered at:10-47-06 Workstation ID:A100EX1100 at:2004-05-03 14:11:04  
 Last changed by:K533 at:2004-05-03 14:05:35 Last verified by:SL69

Originator: N-51059830 SOFT 77 LLC  
 Address: 422 MARKET ST RTR # 277 SANTA ROSA CA 95403  
 Org to benefit: FURTHER CREDIT TO:TRUST FUND OFYMA TRCA GROUP-ACCT 223-07Y06

Beneficiary: D-1011730 HERRING LYNCE  
 Address: PO BOX 515476 LOS ANGELES CA 90051  
 Beneficiary FI: P-043000261 HERRON BANK  
 Address: 500 MOSS ST PITTSBURGH PA 15262

Class:RBNCH105 Transaction Description:WTR - MERRILL LYNCE

End of Report

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## Soft 77 Llc

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**Year Started:** 2004

**State of Incorporation:** N/A

**URL:** N/A

**Location type:** Single Location

**Stock Symbol:** N/A

**Stock Exchange:** N/A

**Trade Style Names:** N/A

**NAICS:** Custom Computer Programming Services

**Est. Annual Sales:** \$160,000


**Est. Employees:** 2


**Est. Employees at Location:** 2


**Contact Name:** Rebecca Smith

**Contact Title:** Member

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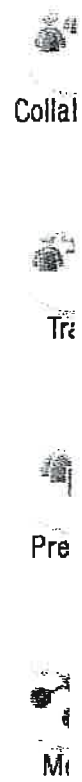




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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

PRIORITY  
SEND

CIVIL MINUTES - GENERAL

Case No. SACV 03-1776 JVS (ANx)

Dated: September 30, 2004

Title: Optima Tech Corp. v. Roxio Inc.

DOCKETED ON CM  
OCT - 1 2004  
BY [Signature] 024

PRESENT: HONORABLE JAMES V. SELNA, U.S. DISTRICT JUDGE

Karla J. Tunis  
Courtroom Deputy

Not Present  
Court Reporter

ATTORNEYS PRESENT FOR PLAINTIFFS:

ATTORNEYS PRESENT FOR DEFENDANTS:

Not Present

Not Present

PROCEEDINGS (In Chambers):

Order re Markman Hearing and  
Setting Scheduling Conference

Pursuant to a May 10, 2004 Scheduling Conference, Plaintiff Optima Technology Corporation ("Optima") and Defendant Roxio, Inc. ("Roxio") have submitted to the Court proposed claim constructions regarding certain language contained in Optima's United States Patent Number 5,666,531 ("the '531 Patent") and Roxio's United States Patent Number 6,091,686 ("the '686 Patent"). The relevant claim language<sup>1</sup> is construed by the Court as set forth in Section II, below.

I. STANDARD

It is well settled that claim construction is "exclusively within the province of the court." Markman v. Westview Instruments, Inc., 517 U.S. 370, 372 (1996). Such construction "begins and ends" with the claim language itself, Interactive Gift Express, Inc. v. Compuserve, Inc., 256 F.3d 1323, 1331 (Fed. Cir. 2001), but extrinsic evidence may also be consulted "if needed to assist in determining the meaning or scope of technical terms in the claims." Pall Corp. v. Micron Separations, Inc., 66 F.3d 1211, 1216 (Fed. Cir. 1995). The Court's starting point in determining the meaning of the terms at issue in this Motion therefore is the intrinsic evidence: the claim language, specification, and prosecution history of the relevant patents.

<sup>1</sup> The language "CD Reader," "Recordable CD Drive," "Directory," and "Track Information Map" is contained in the '531 Patent; "Incrementally," "Recording," "Storing," "First Storage Area," and "Second Reserved Storage Area" are found in the '686 Patent. Both the '531 Patent and the '686 Patent use the terms "Track" and "Session."

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In construing the claim language, the Court begins with a presumption that the words "have the meaning that a person of ordinary skill in the relevant art would ordinarily attribute to them." Novartis Pharms. Corp. v. Abbott Labs., 375 F.3d 1328, 1334 (Fed. Cir. 2004). The presumption may be rebutted, however, if (1) the patentee acts as his own lexicographer, or (2) the claim term is too vague for an accurate meaning to be ascertained from the language used. Id. All that is required for a patentee to act as his own lexicographer is that a different meaning is set out in the specification in a manner sufficient to provide notice of the meaning to a person of ordinary skill in the art. In re Paulsen, 30 F.3d 1475, 1480 (Fed. Cir. 1994).

With these principles in mind, the Court now turns to the construction of the claim language at issue.

## II. DISCUSSION

### A. The '531 Patent

The '531 Patent, entitled "Recordable CDROM Accessing System," claims a technology that enables individuals to transfer data from a computer onto a Compact Disc ("CD"). Specifically, the '531 Patent "relates to a new recording technique that allows a standard recordable CD-ROM drive to appear to, and be accessed by, a user in the same manner as a non-volatile memory such as a hard disk or a floppy disk storage media." ('531 Patent, col. 1, ll. 5-9).

#### 1. "CD Reader" and "Recordable CD Drive"

The terms "CD Reader" and "Recordable CD Drive" appear together in dependent Claims Four and Eight of the '531 Patent. The language of Claims Four and Eight mirror each other and state the following: "The method [system] of claim 1 [claim 5] which further allows a user to repeatedly add and interchange recordable CDs between a CD reader and a recordable CD drive using sessions." ('531 Patent, col. 6, ll. 41-43; '531 Patent, col. 8, ll. 7-9).

Optima urges the Court to construe these terms based on their "plain meaning," which, Optima contends, limits them to drives capable of reading or recording CDs only. Roxio, on the other hand, avers that these terms should be construed more broadly to include all drives that are capable of reading and recording Write-Once-Read-Many (WORM) discs.<sup>2</sup>

---

<sup>2</sup> The acronym "WORM" is used to refer to various storage media that is capable of being written once by a computer that has the appropriate capabilities and then read many times. Although recordable CDs are one type of WORM media, there are many different types of WORM media that are not CDs, including 130 mm magneto-optical drives and 300 mm optical disks. (Expert Report of Dr. Scott Brandt, p. 6.) Indeed, a floppy disc written upon once with the ability to write on the disc permanently disabled might also be a WORM disc.

Each party's proposed claim construction of "CD Reader" and "Recordable CD Drive" is as follows:

	<i>Optima's Proposed Claim Construction</i>	<i>Roxio's Proposed Claim Construction</i>
"CD Reader"	A CDROM player capable of reading but not writing CDs.	A disc drive capable of reading Write-Once-Read-Many (WORM) discs.
"Recordable CD Drive"	A CD player/recorder capable of both reading and writing CDs.	A disc drive capable of recording Write-Once-Read-Many (WORM) discs.

To support its constructions, Roxio argues that Optima equates recordable CDs with WORM discs several times within the '531 Patent. For example, Roxio cites to the following statement in the '531 Patent: "Recordable CD can not be directly interfaced with the operating system because they are WORM (Write Once Read Many) devices." (Roxio's Opening Claim Construction Brief, p. 17, citing '531 Patent, col. 1, ll. 12-14). This "equation" of recordable CDs to WORM discs, Roxio argues, leads to the conclusion that the terms at issue should be construed to include all WORM discs and not be limited to CDs.

The Court rejects Roxio's contention that the '531 Patent equates recordable CDs to all WORM discs. As both parties in the instant case are aware, recordable CDs are a type of WORM discs. Optima merely chose to clarify this relationship in the '531 Patent and, by doing so, did not equate one with the other. Thus, the Court finds that the terms "CD Reader" and "Recordable CD Drive" are accorded their ordinary meaning and are limited to drives that are capable of reading and reading and recording CDs only, respectively, not other WORM discs.

The parties also dispute whether the term "CD Reader" is a drive that can only read CDs, or whether it is a drive that is capable of reading CDs but that also can perform other tasks, such as recording CDs. Optima urges the former construction based on the term's "plain meaning." (Pl.'s Opening Markman Brief, p. 10). Roxio, however, argues the latter construction because "any drive that can write CD's can also read them." (Roxio's Opening Claim Construction Brief, p. 17-18, citing Compton Decl., Ex. E, ¶ 15).

The Court finds that the claim language of the '531 Patent compels a construction of "CD Reader" that limits this term to drives that are able only to read CDs. Roxio's argument is logically flawed. Although it may be correct that any drive that is able to write CDs also can read them, it does not follow that the opposite is true. Moreover, the decision by Optima to include the terms "CD Reader" and "Recordable CD Drive" in the '531 Patent

demonstrates its desire to distinguish the two. The ordinary meaning of "CD Reader" is a drive that only reads CDs. The ordinary meaning of "Recordable CD Drive" is a drive that can both read and write CDs.

## 2. "Directory"

The word "Directory" is used throughout the Claims of the '531 Patent. For example, Claim One recites:

A method for entering new information on a recordable CDROM operatively connected [to] an operating system of a computer system having an updatable memory comprising:

a) opening a directory in an updatable memory, said directory being identifiable with a directory on a CDROM, said directory in the updatable memory constituting a working directory,

b) storing the data on the CDROM and updating the working directory to reflect the data on the CDROM,

c) upon completion of the data entry, copying the working directory from the updatable memory to the track on the CDROM containing the last entered data, writing a track information map, and closing the track where the data is entered, such that an operating system accessing data stored on the CDROM is routed by the working directory directly to the latest revision of such data on the CDROM, any previous versions of said data which are still present on the CDROM being transparent to the operating system.

Each party's proposed claim construction of "Directory" is as follows:

	<i>Optima's Proposed Claim Construction</i>	<i>Roxio's Proposed Claim Construction</i>
"Directory"	A set of records containing the locations of and other information about files and other directories.	A data structure that contains the location and operating system information for each of the current files on the disc.

Roxio's proposed construction of "Directory" is derived from the "Definitions" section of the '531 Patent, which states the following:

The Recording Technique ends each track with two special data structures; a directory and a track info map. The directory on any given track occupies one or more packets and contains the cumulative location of all files and operating system information for the disc up to and including the track

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on which it resides.

(‘531 Patent, col. 3, ll. 16-21).

Optima, however, argues that this language should be ignored because the term “Directory” is well understood and “has been used for decades.” (Pl.’s Opening Markman Brief, p. 11.) Rather, Optima contends, the term should be given its ordinary meaning. (*Id.* at p. 12.)

The Court rejects Optima’s proposed construction because it finds that Optima acted as its own lexicographer when it included a definition of “Directory” in the ‘531 Patent.<sup>3</sup> The Court believes that the inclusion of the quoted language above, particularly in a section of the ‘531 Patent labeled “Definitions,” is sufficient to provide notice of the term’s intended meaning to an individual of skill in the art.<sup>4</sup> See *In Re Paulsen*, 30 F. 3d at 1480. At the hearing for the instant motion, however, Optima urged the Court to consider the following language, which immediately precedes the “Definitions” section:

The new recording technique embodying features of the invention . . . uses existing recordable CD elements in a unique way. These elements are defined in detail in various standards documentation addressing recordable CD, the primary standard referred to by the industry as the Orange Book. The definitions of several elements are summarized below and the method of using these elements in the invention are set forth.

(‘531 Patent, col. 2, ll. 49-57) (emphasis added.) Optima contends that this language disclaims any definition found in the next section of the patent.

The Court rejects Optima’s argument. It may be true that some of the terms found in the “Definitions” section of the ‘531 Patent are defined in detail elsewhere; however, the very reason that inventors are permitted to act as lexicographers in the patent context is because the public may not be familiar with particular technical terms used, or there may not be a singular meaning for the concept that is claimed. *Renishaw PLC v. Marposs Societa’ Per*

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<sup>3</sup> Optima urges throughout its papers submitted to the Court that, when engaging in claim construction, it is improper to refer to the patent specification for a definition without first considering the term’s ordinary meaning. See, e.g., Pl.’s Reply to Roxio’s Markman Brief, p. 2. This proposed analysis is unsupported by case law, which clearly indicates that the ordinary meaning of a term will be modified if the patentee acts as its own lexicographer. *Nystrom v. Trex Co., Inc.*, 374 F.3d 1105, 1111 (Fed. Cir. 2004) (“The ordinary and customary definition will be overcome if the patentee has acted as his or her own lexicographer in explicitly setting forth a definition of a claim term distinct from its ordinary meaning . . . .”); *K-2 Corp. v. Salomon S.A.*, 191 F.3d 1356, 1363 (Fed. Cir. 1999).

<sup>4</sup> This conclusion is bolstered further by noting that the word “definition” itself is defined as “The act or process of stating a precise meaning or significance; formulation of a meaning.” AMERICAN HERITAGE DICTIONARY OF THE ENGLISH LANGUAGE (4<sup>th</sup> ed) (emphasis added.)

Azioni, 158 F.3d 1243, 1249 (Fed. Cir. 1998). Therefore, the Court finds, notwithstanding the precedent language, that Optima acted as a lexicographer by including the "Definitions" section of the '531 Patent. In so doing, Optima provided notice to the public of the meaning of terms contained therein and clarified any ambiguities in definitions that may be found elsewhere.

The Court also rejects Roxio's proposed construction as inconsistent with the definition of "Directory" provided in the '531 Patent. The Court agrees with Optima that Roxio's proposed construction is too narrow because it is limited to tracking only files on the CD and does not include files that may be subsequently written onto the CD from a working directory, as described in Claims 1, 2, 5, and 6. (Pl.'s Opening Markman Brief, p. 12.)

Therefore, the Court rejects both parties' proposed constructions and finds that, since Optima acted as its own lexicographer, the language included in the '531 Patent and quoted above controls. See Voice Techs. Group v. VMC Sys., 164 F.3d 605, 613-14 (Fed. Cir. 1999) ("When the meaning of a term as used in a patent is clear, that is the meaning that must be applied in the construction of the claim . . .").<sup>5</sup>

### 3. "Track Information Map"

The term "Track Information Map" is used by Optima in Claims One and Five of the '531 Patent. The relevant portions of these claims are substantially identical to section "c" of Claim One, reproduced above.<sup>6</sup>

Each party's proposed claim construction of "Track Information Map" is as follows:

	<i>Optima's Proposed Claim Construction</i>	<i>Roxio's Proposed Claim Construction</i>

<sup>5</sup>The Court notes that the parties stipulated to the Court's construction of the terms "track," "directory," and "session" at the hearing for the instant motion. Pursuant to Local Rule 7-1, this stipulation is binding. C.D.Cal. L.R. 7-1 ("Stipulations will be recognized as binding . . . when made in open court . . ."). Optima, however, now urges the Court to revisit these constructions. (Optima's Supplemental Brief, pp. 3-6.) Even if the Court disregards the stipulation, which it does not, the result is the same because the Court finds that Optima acted as a lexicographer with respect to these terms.

<sup>6</sup> Whereas Claim One refers to the process after the completion of "data entry," Claim Five refers to the process after the completion of "information entry." Both claims, however, recite that a "track information map" shall be written and closed where the relevant data or information is entered. ('531 Patent, col. 6, ll. 15-64.)



"Track Information Map"	A data structure used to locate information stored in tracks on the CD, written upon completion of data entry.	A data structure that includes the start logical block address for the Directory and the start and end logical block addresses of every Track on the disc.
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Optima contends that "Track Information Map" does not need definition because each of the three components—"track," "information," and "map"—are well known to individuals of ordinary skill in the art. (Pl.'s Opening Markman Brief, p. 13.) Therefore, Optima avers, it follows that the term "Track Information Map" also is self-explanatory. Id.

Alternatively, Optima relies on Interactive Gift Express, Inc. v. CompuServe Inc., 256 F.3d 1323 (Fed. Cir. 2001) to argue that it is improper for the Court to import structural elements into a method claim to define the functional steps. (Optima's Reply to Roxio's Markman Brief, p. 18.) The Court agrees with Roxio, however, that Interactive Gift does not stand for such a proposition. Indeed, that case specifically recognized that a "patentee [may choose] to be his own lexicographer and use terms in a manner other than their ordinary meaning." Interactive Gift, 256 F.3d at 1331. Nothing in Interactive Gift, or any other case cited by Optima, compels the conclusion that, as a rule, it is improper to import structural elements into a method claim to define the functional steps.

The Court thus rejects Optima's proposed construction because the Court finds that Optima acted as its own lexicographer by including a definition of "Track Information Map" in the '531 Patent. Specifically, under a heading labeled "Definitions,"<sup>7</sup> the '531 Patent states:

The Recording Technique ends each track with two special data structures; a directory and a track info map. . . . The track info map is stored on the last user data blocks on the last packet of the track. The track info map contains the start logical block address of the directory, and the start and end logical block address of every track. The track info map only needs one user data block to store the information for 99 tracks.

('531 Patent, col. 3, ll. 16-26). The Court finds that this language is sufficient to put an individual of skill in the art on notice of the term's meaning. In re Paulsen, 30 F.3d at 1480. Accordingly, the Court finds that the meaning of the term "Track Information Map" is clear from the language of the '531 Patent and that the language quoted above controls. See Voice Techs. Group, 164 F.3d at 613-14. The Court notes that while Roxio's proposed construction mirrors the language of the '531 Patent, it is not identical. (Roxio's Opening Claim

<sup>7</sup>See note 4, *supra*.

Construction Brief, p. 9., therefore, the Court rejects Roxio's definition of "Track Information Map," and adopts the patent's definition.

## B. The '686 Patent

The '686 Patent, entitled "Compact Disc Recording System and Method," claims a technology similar to that claimed in the '531 Patent. Specifically, the technology claimed in the '686 Patent is "[a]n improved file system and method for incrementally recording data on compact discs . . . ." ('686 Patent, Abstract, p. 053).

### 1. "Incrementally"

The word "incrementally" is used by Roxio in Claims 1, 4, 17, and 20 of its '686 Patent. The relevant language of Claims One and Seventeen is similar; both claim "A method [system] of incrementally storing data on a compact disc . . . ." ('686 Patent, col. 18, ll 65-66; col. 19, ll. 60-61). Claims Four and Twenty specify that "wherein said at least one packet is recorded in a form compatible with the Orange Book specification for linking packets recorded incrementally." ('686 Patent, col. 19, ll. 28-30; col. 20, ll. 31-34).

Each party's proposed claim construction of "Incrementally" is as follows:

	<i>Optima's Proposed Claim Construction</i>	<i>Roxio's Proposed Claim Construction</i>
"Incrementally"	Information written to a CD in one or more distinct writing actions using packets.	In several distinct writing actions (e.g., at different times, or on different recorders).

The parties' dispute over the term "incrementally" is centered on whether the construction must be limited to a method of recording CDs using "packets" or not. Optima urges that packets necessarily are a part of incremental writing (Pl.'s Opening Markman Brief, p. 15-17); however, Roxio contends that the term should not be so limited. (Roxio's Opening Claim Construction Brief, p. 18-19).

The Court finds that Roxio did not act as its own lexicographer with respect to the term "incrementally." Therefore, the Court begins its analysis with a presumption that the term has its full ordinary or accustomed meaning. *K-2 Corp. v. Salomon S.A.*, 191 F.3d 1356, 1362-63 (Fed. Cir. 1999); see *Brookhill-Wilk 1, LLC v. Intuitive Surgical, Inc.*, 334 F.3d 1294, 1298 (Fed. Cir. 2003) ("In the absence of an express intent to impart a novel meaning to the claim terms, the words are presumed to take on the ordinary and customary meanings attributed to them by those of ordinary skill in the art."). When engaged in claim construction analysis, the Court is free to consider extrinsic evidence to educate itself about

the term and relevant technology. Karlin Tech. v. Surgical Dynamics, 177 F.3d 968, 971 (Fed. Cir. 1999).

The ordinary meaning of “incremental” is “the process of increasing in number, size, quantity, or extent.” AMERICAN HERITAGE DICTIONARY OF THE ENGLISH LANGUAGE (4<sup>th</sup> ed. 2000). The customary meaning of the term, however, can be found in § 5.2 of the Orange Book,<sup>8</sup> which states:

Recording the disc in several distinct writing actions (e.g., at different times, on different recorders) is defined as Incremental Writing. In case of Incremental Writing the linking rules must be taken into account.

(ORANGE BOOK § 5.2.)

Thus, it is clear under the Orange Book definition that the linking rules must be taken into account when using Incremental Writing. Therefore, the Court refers to § 5.2.3 of the Orange Book, entitled “Data Linking,” which states, among other things, that “[e]ach Data Track must contain minimum one Packet with User Data.” ORANGE BOOK § 5.2.3.

The Court finds the ordinary meaning of “incremental” inapposite because it does not address the technical nature of the patents at issue. Rather, the Court finds that the customary meaning of the term, as provided by the Orange Book, is proper. Optima’s proposed construction, “Information written to a CD in one or more distinct writing actions using packets,” thus comports with the term’s customary meaning and is adopted by the Court as the correct construction.<sup>9</sup>

## 2. “Recording” and “Storing”

Variations of the words “Record” and “Store” appear throughout the ‘686 Patent. Illustrative examples are:

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<sup>8</sup> The “Orange Book” is a common reference to a publication entitled “Recordable Compact Disc System,” Part II CD-WO, Version 2.0, System Description, January 1994, N.V. Philips and Sony Corp. Optima and Roxio both cite to § 5.2 of the Orange Book to support their proposed claim construction. (Pl. Opening Markman Brief, p. 15-17; Roxio’s Opening Claim Construction Brief, p. 18-19.)

<sup>9</sup> The Court notes that both parties have submitted extensive expert reports to aid the Court in construing the terms at issue in this action. These reports were considered but not relied on by the Court in deciding the instant motion because the ordinary or customary definition of the terms at issue were found in dictionaries and other treatises. See Texas Digital Systems, Inc. v. Telegenix, Inc., 308 F.3d 1193, 1202-03 (2002) (explaining that dictionaries, encyclopedias, and treatises are more reliable sources of information with respect to the meaning of terms than expert testimony, which is “colored by the motives of the parties” and “inspired by litigation”). The Court acknowledges that experts’ views may be helpful; the Court simply did not have to do that level of analysis on the present record.

“A method of incrementally storing data on a compact disc of the type having a lead-in area, a program area having a plurality of sectors, and a lead out area . . . .”

(‘686 Patent, col. 18, ll. 65-67.)

“The method of claim 1 including recording with each selected file link information to the recorded location of at least one other selected file.”

(‘686 Patent, col. 19, ll. 22-24.)

Each party’s proposed claim construction of “Recording” and “Storing” is as follows:

	<i>Optima’s Proposed Claim Construction</i>	<i>Roxio’s Proposed Claim Construction</i>
“Recording”	Writing information to the CD.	No construction is needed for this term because this term is plain English.
“Storing”	Writing information to the CD or to the updatable memory of a host system.	No construction is needed for this term because this term is plain English.

The Court agrees with Optima that “Recording” means “writing information to the CD,” as that construction is in line with the ordinary meaning of the term and there is nothing in the claim language of the ‘686 Patent to suggest a contrary interpretation. The Court, however, rejects Optima’s proposed construction of “Storing” because the plain English meaning of the word suffices. The word “Store” is defined as follows: “To copy (data) into memory or onto a storage device, such as a hard disk.” AMERICAN HERITAGE DICTIONARY OF THE ENGLISH LANGUAGE (4<sup>th</sup> ed. 2000). The Court finds this definition in accord with the language of the ‘686 Patent<sup>10</sup> and thus adopts it as the proper construction of the term “Store.” Moreover, the patent itself makes clear that “Storing” is not limited to a CD (See ‘686 Patent, Claims 10, 11.)

### 3. “First Storage Area” and “Second Reserved Storage Area”

<sup>10</sup> For example, Claim One of the ‘686 Patent states, “A method of incrementally storing data on a compact disk . . . .” (‘686 Patent, col. 18, l. 65-66 (emphasis added).)

Both terms, "First Storage Area" and "Second Reserved Storage Area," are introduced in Claim One of the '686 Patent and subsequently appear in various other claims. Claim One of the '686 Patent recites:

A method of incrementally storing data on a compact disc of the type having a lead-in area, a program area having a plurality of sectors, and a lead out area, comprising . . .  
 storing in a first storage area information identifying the location of each selected file in said program area; and  
 from time to time recording in a second reserved storage area in said program area information identifying the location of each selected file previously recorded in said program area ignoring all corresponding link blocks, run-in blocks and run-out blocks.

('686 Patent, col. 18, l. 65 - col. 19, l. 21).

Each party's proposed claim construction of "First Storage Area" and "Second Reserved Storage Area" is as follows:

	<i>Optima's Proposed Claim Construction</i>	<i>Roxio's Proposed Claim Construction</i>
"First Storage Area"	An area of predetermined size preceding the data area for storing information identifying files in a double-linked format.	An area where data is stored.
"Second Reserved Storage Area"	The first track of a session identified and reserved in advance for optionally recording file location information in ISO 9660, ECMA 168, or other standard format.	An area where data is stored.

Optima urges the Court to find the term "Second Reserved Storage Area" indefinite for lack of a proper antecedent basis, or, in the alternative, to construe the term as defined above. (Pl.'s Opening Markman Brief, p. 19). Optima's argument is based on what it labels the "antecedent basis requirement." To support this assertion, Optima cites the following language from section 2173.05(e) of the Manual of Patent Examining Procedure ("MPEP"):

Lack of clarity could arise where a claim refers to 'said lever' or 'the lever,' when the claim contains no earlier recitation or reference to a lever and where it would be unclear as to what element the limitation was making reference.

(Pl.'s Opening Markman Brief, p. 19, n. 14.)

The Court finds Optima's reading of MPEP incomplete. Within the same section as the language cited by Optima is a heading labeled "A Claim Term Which Has No Antecedent Basis In the Disclosure Is Not Necessarily Indefinite." Under this heading is the following:

The mere fact that a term or phrase used in the claim has no antecedent basis in the specification disclosure does not mean, necessarily, that the term or phrase is indefinite. There is no requirement that the words in the claim must match those used in the specification disclosure.

MPEP § 2173.05(e) (8<sup>th</sup> ed.).

The Court thus finds that the term "Second Reserved Storage Area" is not necessarily indefinite for lack of an antecedent basis. Moreover, the claim language of the '686 Patent is unambiguous with respect to these terms and leaves no reason for the Court to conclude that "Second Reserved Storage Area" should be construed as anything other than a program area to which data occasionally is recorded and that has the same qualities as the "First Storage Area." There is no need to engraft the limiting language that Optima proposes.

#### C. Language Common to Both the '531 Patent and the '686 Patent

##### 1. "Track"

Both patents at issue in the instant case use the word "track" in similar contexts. For example, Claim One of the '531 Patent states in relevant part:

upon completion of the data entry, copying the working directory from the updatable memory to the track on the CDROM containing the last entered data, writing a track information map, and closing the track where the data is entered.

('531 Patent, col. 6, ll. 15-19). Similarly, Claim Twelve of the '686 Patent recites, "The method of claim 1 wherein said data area includes a plurality of tracks." ('686

Each party's proposed claim construction of "Track" is as follows:

	<i>Optima's Proposed Claim Construction</i>	<i>Roxio's Proposed Claim Construction</i>
"Track"	A sequence of sectors, the sector numbers of which form a contiguous ascending sequence. No sector belongs to more than one track.	A data structure comprising one or more groups of contiguous data blocks.

The parties agree that the term "Track" is a well-known term in the art of Compact Discs; however, Roxio argues that Optima modified the term's meaning by defining it in the '531 Patent and thus acting as a lexicographer. (Roxio's Opening Claim Construction Brief, p. 15.)

The Court agrees with Roxio and finds that Optima acted as its own lexicographer by defining the term "Track" in the '531 Patent. This finding is compelled by the following language in the "Definitions" section of that patent: "A packet is a grouping of contiguous user data blocks and is the smallest unit of data that can be written to a recordable CD. . . . A track is a grouping of one or more packets." ('531 Patent, col. 3, ll. 2-15.).<sup>11</sup> This definition is sufficient to provide notice of the term's intended meaning to an individual of skill in the art. See In Re Paulsen, 30 F. 3d at 1480. Thus, the Court construes the term "Track," as used in the '531 Patent, to mean a grouping of one or more packets, each of which is comprised of a grouping of contiguous user data blocks.<sup>12</sup>

The term "Track" is used in the '686 Patent as well; however, Roxio did not include a definition of the term and thus did not act as its own lexicographer. Therefore, the Court finds that the customary meaning of the term will be applied to the '686 Patent. Optima's proposed construction is consistent with the customary

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<sup>11</sup>See note 4, *supra*.

<sup>12</sup>See note 5, *supra*.

definition<sup>13</sup> and thus is accepted by the Court as the proper definition of the term "Track," as used in the '686 Patent.

## 2. "Session"

Claim Four of the '531 Patent recites, "The method of claim 1 which further allows a user to repeatedly add and interchange recordable CDs between a CD reader and a recordable CD drive using sessions." ('531 Patent, col. 6, ll. 41-43). Similarly, Claim Fifteen of the '686 Patent states, "The method of claim 1 wherein the method is repeated to create multiple sessions on the same compact disc." ('686 Patent, col. 19, ll. 56-57).

Each party's proposed claim construction of "Session" is as follows:

	<i>Optima's Proposed Claim Construction</i>	<i>Roxio's Proposed Claim Construction</i>
"Session"	An area on a recordable compact disc consisting of a Program Area, where user data is recorded, and when finalized (closed), a Lead-In Area and a Lead-Out Area.	A finalized portion of a recordable disc.

The parties' dispute over the term "Session" is based on whether a session must be finalized or not. The customary meaning of the term "Session," as established in the Orange Book, is "[a]n area on the [compact] disc consisting of a Lead-In area, a Program area and a Lead-Out area." ORANGE BOOK, p. 141. Moreover, the Orange Book makes clear that a session need not be finalized, but can be "if the Lead-in and Lead-out Areas of the Session are recorded." *Id.* at 179. The Court finds that this is the correct construction of the term "Session" as used in the '686 Patent.

Again, however, the Court finds that Optima acted as its own lexicographer and modified the customary definition of "Session" in its '531 Patent. Under the "Definitions" section of that patent, a "Session" is defined

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<sup>13</sup> Optima's proposed construction, "A sequence of sectors, the sector numbers of which form a contiguous ascending sequence. No sector belongs to more than one track," mirrors the language of TC 15 Working paper (1992), a document cited by both parties as an industry standard.



as “A finalized portion of a recordable CD.” (‘531 Patent, col. 3, l. 41.)<sup>14</sup> The Court finds this definition controlling in the ‘531 Patent because it, like the other terms defined in the “Definitions” section of the ‘531 Patent, is sufficient to provide notice of the term’s intended meaning to an individual of skill in the art. See In Re Paulsen, 30 F. 3d at 1480.<sup>15</sup>

D. Application of 35 U.S.C. § 112(6)

Whether a claim is in means-plus-function form, pursuant to 35 U.S.C. § 112(6) is a claim construction question. Initially, the Court notes that the use of the term “means” creates a rebuttable presumption that § 112(6) applies. CCS Fitness, Inc. v. Brunswick Corp., 288 F.3d 1359, 1369 (Fed. Cir. 2002). This presumption may be rebutted if the claim “recites sufficiently definite structure to avoid the ambit” of § 112(6). Personalized Media Communs. LLC v. ITC, 161 F.3d 696, 704 (Fed. Cir. 1998).

(i). Claim 17(d)

Claim 17(d) of the ‘686 Patent recites:

said compact disc recorder including means to store in a first storage area each time said at least one selected file is recorded in said program area, information identifying the location of said at least one selected file recorded in said program area

(‘686 Patent, col. 20, ll. 12-16). Roxio urges the Court to find that this claim should not be construed under § 112(6) because it recites adequate structure for performing the stated “storing” function. (Roxio’s Opening Claim Construction Brief, p. 21.) Optima, on the other hand, argues that § 112(6) does apply and that the Claim should fail for indefiniteness because there is no corresponding structure, acts or materials in the specification. (Pl.’s Opening Markman Brief, p. 23-24.)

The Court finds that § 112(d) applies to Claim 17(d) of the ‘686 Patent. Although the claim recites “compact disc recorder” as a structure, the § 112(d) presumption will be overcome only if the structure within the claim itself is able to “perform entirely the recited function.” Sage Prods. v. Devon Indus., Inc., 126 F.3d 1420, 1427-28 (Fed. Cir. 1997). Here, the recited function is storing information to a “first storage area.” The Court agrees with Optima that an ordinary compact disc recorder is not capable of performing entirely

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<sup>14</sup>See note 4, *supra*.

<sup>15</sup>See note 5, *supra*.

this function because "first storage area" would mean not writing to the structure without first being programmed properly. Accordingly, the language of Claim 17(d) does not rebut the presumption that § 112(d) applies. The Court rejects Optima's contention that the claim must fail for indefiniteness.

(ii). Claim 17(e)

Claim 17(e) of the '686 Patent states the following:

said compact disc recorder also including means operable to record from time to time in a second reserved storage area in said program area information identifying the location of each selected file previously recorded in said program area, ignoring all corresponding link blocks, run-in blocks and run-out blocks.

('686 Patent, col. 20, ll. 17-23.) Again, Roxio avers that § 112(e) is inapposite because the claim recites adequate structure for performing the stated "recording" function. Optima, however, argues that claim Claim 17(e) should be subject to § 112(d).

The Court finds that Claim 17(e) of the '686 Patent is subject to § 112(d) because the structure recited in the Claim is insufficient to overcome the presumption that § 112(d) applies. As explained above, an ordinary "compact disc recorder" is incapable of recording to a "second reserved storage area" without proper programming. It follows that the structure in Claim 17(e) cannot perform entirely the recited function. Sage Prods., 126 F.3d at 1427-28. Thus, the presumption that § 112(d) applies cannot be overcome.

III. CONCLUSION

The Court finds that Claims 17(d) and 17(e) of the '686 Patent are subject to § 112(d). Further, the terms of the '531 Patent and '686 Patent are construed by the Court as follows:

<b>'531 Patent</b>	
<b>TERM</b>	<b>CONSTRUCTION</b>
"CD Reader"	A CDROM player capable of reading but not writing CDs.
"Recordable CD Drive"	A CD player/recorder capable of both reading and writing CDs.

“Directory”	A data structure that occupies one or more packets and contains the cumulative location of all files and operating system information for the disc, up to and including the track on which it resides.
“Track Information Map”	A data structure that is stored on the last user data blocks on the last packet of the track. It contains the start logical block address of the directory, and the start and end logical block address of every track.

<b>‘686 Patent</b>	
<b>TERM</b>	<b>CONSTRUCTION</b>
“Incrementally”	Information written to a CD in one or more distinct writing actions using packets.
“Recording”	Writing information to the CD.
“Storing”	Copying data into memory or onto a storage device, such as a hard disk.
“First Storage Area”	An area where data is stored.
“Second Reserved Storage Area”	An area where data is stored.

<b>COMMON TERMS</b>		
<b>TERM</b>	<b>‘531 PATENT</b>	<b>‘686 PATENT</b>
“Track”	A grouping of one or more packets, each of which is comprised of a grouping of contiguous user data blocks.	A sequence of sectors, the sector numbers of which form a contiguous ascending sequence. No sector belongs to more than one track.
“Session”	A finalized portion of a recordable CD.	An area on the CD consisting of a Lead-In area, a Program area, and a Lead-Out area. A session may, but need not, be finalized.

#### IV. SCHEDULING CONFERENCE

The Court hereby sets the Scheduling Conference in this action for November 15, 2004 at 11:30 a.m. Counsel shall file a joint report not later than November 8, 2004 setting forth their proposals for case management dates.

Final Results of Markman Hearing.

Jed Margolin

The Court stuck with its Tentative Ruling, which is not necessarily a bad thing. The Judge apparently was confident he had gotten it right the first time, and mostly, he did.

The Ruling clearly favors Optima.

Roxio's strategy of accusing Optima of infringing Roxio's patent backfired. By trying to redefine '686 to cover '531 they have substantially weakened '686. In the process, they will also lose '241.

By attempting to build a case for offsetting infringement they have, instead, helped support Optima's position that Roxio's products infringe on '531.

You have at least two big advantages over Roxio:

1. Every time they attempt to deploy a weapon your legal team takes it away from them and beats them over the head with it.
2. Judge Selna went to Stanford, got his undergraduate degree in history, and was the Editor in Chief of the Stanford Daily. I think he still values clear crisp writing. His own writing style is clear and crisp. So is your legal team's. Roxio's isn't. It is dull, murky, and plodding.

Sonic needs to step in.

This is what they can do.

1. They can walk away from the Roxio deal.

Naturally, if they do this, Roxio will sue them and Sonic will countersue for failure to disclose material information. But I don't expect Roxio to survive long enough for the case to come to trial. Still, that doesn't give Sonic what they want.

2. Sonic can still get what they want, but not all of it from Roxio.

Sonic makes professional DVD software that is well regarded by the industry. They make some Consumer software that isn't very good. They want to get into the Consumer market in a big way by getting Roxio's products, their patents, and their distribution channel.

They can spend the same money but, instead of giving it all to Roxio, give a large part to you. That gets them the patent rights it needs as well as the Roxio products not clouded by infringement issues and royalties.

Sonic tells Roxio that, "in view of the greatly changed circumstances that have adversely affected Roxio's value" they are restructuring the deal, Roxio can either get part of what they thought they were going to get, or they can get nothing.

Even if the original deal was successful, I don't expect Roxio/Napster to survive. They already have a number of larger competitors. Either Roxio management is totally deluded about their management skills or the Napster thing is a smokescreen; maybe they just want to make some quick cash for themselves from Sonic and walk away. In any event, they could tell the stockholders that they are accepting a restructuring of the deal as part of a settlement of the Optima lawsuit in order to concentrate on Napster.

Sonic might want to take a conservative approach and wait until the dust settles.

I would make it clear that if they do, it will cost them more than if they step in now.

This uncertainty has got to be a major distraction for Sonic management. They have the opportunity to take care of it now and get back to business.

Jed Margolin  
San Jose, CA  
October 3, 2004

From: Robert Adams <radams@optimatech.com>  
Subject: Fw: Update 01  
Date: July 19, 2004 7:29:25 AM PDT  
To: Reba Smith <reb777@mac.com>  
1 Attachment, 58.5 KB

----- Original Message -----

From: ~~Jed Marablin~~  
To: radams@optimatech.com  
Sent: Sunday, July 18, 2004 2:16 PM  
Subject: Update 01

Robert,

Summary:

1. I have found addition material to support the argument that the Directory Structure is not formed until a session is closed.
2. I have found an additional Roxio patent (U. S. Patent 6,226,241 **Compact disc recording system and method** issued May 1, 2001) that is a continuation of the '686 patent and provides persuasive evidence that Roxio has screwed themselves .

I have attached the report.

Regards,

Jed



report5a.doc (58.5 KB)

SOFT 0433  
2074

From: Robert Adams <radams@optimatech.com>  
Subject: Fw: NAWCAD  
Date: July 8, 2004 3:09:45 PM PDT  
To: Reba Smith <reb777@mac.com>

----- Original Message -----

From: Jed Margolin  
To: Robert Adams  
Sent: Thursday, July 08, 2004 2:18 PM  
Subject: NAWCAD

Hi, Robert.

I was looking through my server logs and found a number of visits by the Navy several years ago.

As a result I came across Patent Application Publication US20040061726 from the Naval Air Warfare Center Aircraft Division:

**Global visualization process (GVP) and system for implementing a GVP**, Dunn, Richard S.; et al., Filed April 1, 2004.

This is a method to produce a comprehensive database to use with synthetic vision.

#### Abstract

*A system and process that incorporates hardware and software as elements to be combined with procedures and processes to obtain, format, store, combine, control, display, record, and visualize dynamic scenarios by interacting with accurate, realistic models and actual events within, on, and above a three-dimensional surface to be observed or modeled. One application provides a user-manipulated large-scale dynamic display of systems testing in a real world environment for real time visualization by test personnel. The Global Visualization Process (GVP) system is an integrated software solution for high-performance visualization. GVP software and process is capable of displaying extremely high resolution terrain models and imagery in real time over the entire surface of the planet, as well as a large number of moving entities and their associated graphical models. The system can display imagery at 2 cm/pixel, and infinitely detailed terrain in real time over the whole surface of a planet. All displayed data is referenced to the World Geodetic System 1984 (WGS-84) ellipsoid for true round-earth effects, and can be rendered in correct asymmetric stereo. These features, combined with a network application programming interface (API), make GVP suitable for flight simulation out-the-window displays, command and control scenarios, and mission review or rehearsal.*

One of its intended uses is described in paragraph 0095:

*[0095] Unmanned Airborne Vehicle (UAV) and UCAV systems. GVP is suitable for training, multi-platform command and control, reconnaissance and surveillance processes, planning and rehearsal, and rapid prototyping applications.*

This is very good news because it means:

1. The Navy is actively working in the use of synthetic vision for UAVs.
2. This is not a Classified subject.

Here is a link to the application in html format:

[http://appft1.uspto.gov/netacgi/nph-Parser?Sect1=PTO2&Sect2=HITOFF&u=%2Fnethtml%2FPTO%2Fsearch-adv.html&r=2&p=1&f=G&l=50&d=PG01&S1=%28%22synthetic+vision%22.BIS.%29&OS=spec/"synthetic+vision"&RS=SPEC/"synthetic+vision"](http://appft1.uspto.gov/netacgi/nph-Parser?Sect1=PTO2&Sect2=HITOFF&u=%2Fnethtml%2FPTO%2Fsearch-adv.html&r=2&p=1&f=G&l=50&d=PG01&S1=%28%22synthetic+vision%22.BIS.%29&OS=spec/)

I have also uploaded a PDF version to my web site at [www.jmargolin.com/pq61726.pdf](http://www.jmargolin.com/pq61726.pdf).

Although it has not been issued, or even examined (it is still waiting for a First Office Action), the file wrapper can be purchased. It would be interesting to see if they have filed an Information Disclosure Statement (IDS).

SOFT 042375



If this information is not enough of a carrot to get the Navy to begin negotiations, I believe I can put together a very large stick for you to use on them.

Regards,

Jed

From: Robert Adams <radams@optimatech.com>  
Subject: **Fw: NAWCAD**  
Date: July 8, 2004 3:09:39 PM PDT  
To: Reba Smith <reb777@mac.com>

----- Original Message -----

**From:** Jed Margolin  
**To:** Robert Adams  
**Sent:** Thursday, July 08, 2004 2:30 PM  
**Subject:** NAWCAD

Oops,

I meant to say that Patent Application Publication US20040061726 **Global visualization process (GVP) and system for implementing a GVP** was published on April 1, 2004. It was filed on September 26, 2002.

My RPV Patent 5,904,724 **Method and apparatus for remotely piloting an aircraft** was filed January 19, 1996 and issued May 18, 1999.

Jed

SOFT 0427

2077

From: Robert Adams <radams@optimatech.com>  
Subject: was great meeting up with you and putting a face to the emails  
Date: June 29, 2004 12:39:04 PM PDT  
To: Jed Margolin <comments3@jmargolin.com>  
Cc: Reba Smith <reb777@mac.com>

Jeb,

I am working with my attorneys and have them draw up working DOCS so we can go forward to make you some nice retirement money off your patents and to get them licensed.

Reba and I both look forward to working with you

Thank you

Robert Adams  
CEO, Optima Technology  
[www.optimatech.com](http://www.optimatech.com)  
949-981-9208 Direct  
949-476-0515 ext. 114  
949-476-0613 Fax

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From: Robert Adams <radams@optimatech.com>  
subject: Fw: I need you view on a matter  
Date: April 27, 2004 8:07:45 AM PDT  
To: Reba Smith <reb777@mac.com>

----- Original Message -----

From: "Jed Margolin" <comments3@jmargolin.com>  
To: "Robert Adams" <radams@optimatech.com>  
Sent: Monday, April 26, 2004 11:45 PM  
Subject: Re: I need you view on a matter

Hi, Robert.

| wow as in good wow?

Yes, a good wow!

You have definitely gotten Roxio's attention; and I think they are on the defensive.

| Here is the letter to his CEO that I sent without telling my attorney  
till  
| this last week as he now says he is going to make it a template for his  
| other clients.

And your letter is what got their attention. Presumably, their delay in getting back to you was to check out the information in your letter.

| If I were Roxio I would want to buy your company (for lots of \$\$\$\$) just  
to  
| get you onboard. They need your energy.

Imagine what you could do if you had Roxio's resources.

Jed

From: Robert Adams <radams@optimatech.com>  
Subject: Fw: Question for all of you, I have been working on selling of all  
Date: March 22, 2004 7:59:28 AM PST  
To: Reba Smith <reb777@mac.com>

Just so you know what's going on and so we are on the same page

----- Original Message -----

From: Robert Adams  
To: Matthew Bahrami

Sent: Sunday, March 21, 2004 9:52 AM  
Subject: Question for all of you, I have been working on selling of all

Question for all of you, I have been working on selling of all four software packages that Optima owns, more like selling and then getting an on going license fee on at least the CD-R product at 6% royalty since its a direct derivative of our patent. I have found a company that is interested in perhaps purchasing 3 of the Optima software, CD-R Access Pro, Xchange Pro and DeskTape Pro; this companies is called [www.micromat.com](http://www.micromat.com) and/or a split from the group may buy them.

They would take over all development of the software and support so that the product would work on the OS X platform and so that the Xchange Pro would work for both the OS X and XP platforms, their plan is to complete the porting/development and then bring the 2-3 back out into the retail box world into Apple's stores where they now have a good relationship.

I see selling them would involve

Selling the trademark names on all 3 and the 3 software products themselves, what kind of time frame would it take to port these over would be show me the ROI as we would know about what they need to spend, thus I could then price what its going to cost them for the 3 trademarks and 3 software products.

Your help in setting such a price would be helpful as it makes more sense to get rid of them so they get developed and the customer base is happy and we can focus on patents. Optima would transfer all rights to them and no long sell the products

CD-R Access Pro, Trademark \$ , Software Royalty\$ 6% till end of patent 2012  
DeskTape Pro, Trademark \$ , Software \$  
Xchange Pro, Trademark \$ , Software\$

Thank you

Robert Adams  
CEO, Optima Technology  
[www.optimatech.com](http://www.optimatech.com)  
949-981-9208 Direct  
949-476-0515 ext. 114  
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SOFT 0085

2080

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SEND

CIVIL MINUTES – GENERAL

Case No. SACV 03-1776 JVS (ANx)

Dated: March 14, 2005

Title: Optima Tech Corp. v. Roxio Inc.

PRESENT: HONORABLE JAMES V. SELNA, U.S. DISTRICT JUDGE

Karla J. Tunis  
Courtroom Deputy

Margaret Babykin  
Court Reporter

ATTORNEYS PRESENT FOR PLAINTIFFS:

ATTORNEYS PRESENT FOR DEFENDANTS:

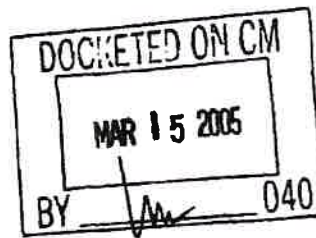
Bert Cozart

David Shuman

PROCEEDINGS: Defendants' Motion to Dismiss for Lack of Prosecution  
(Fld 2-16-05)

Cause called and counsel make their appearances. The Court's tentative ruling is issued. The Court denies the defendants' motion to dismiss in light of the appearance of counsel for the plaintiff corporation.

The Court and counsel confer. The Court directs counsel to meet and confer regarding stipulating to case management dates as may be needed. The Court sets a status conference for March 28, 2005 at 10:00 a.m. If counsel submit the requested stipulation the status conference will be taken off calendar.



Handwritten initials "CB" inside a circle.

Handwritten signature of the Deputy Clerk.

MINUTES FORM 90  
CIVIL - GEN

Initials of Deputy Clerk

## Optima Responds to Sonic Solutions

**IRVINE , March 1, 2005** – Optima Technology, an Irvine, California-based software company last month named Sonic Solutions (NasdaqNM: SNIC) as a second defendant. The Complaint (Federal Case No. SACV03-1776 JVS ANx) is now filed against the former Roxio/Napster ( NasdaqNM: NAPS) and Sonic.

During a recent interview with Amy S. Feng of JMP Securities LLC, Robert Doris, CEO of Sonic, made several remarks to the analyst that Optima finds untrue and would like to set the record straight. "It's beyond me to speculate why Mr. Doris made such comments to the securities analyst. Perhaps to increase the value of his company's declining stock value after their loss at the Markman hearing?" said Robert Adams CEO of Optima Technology Corporation.

1. The most SNIC will lose, in a worst case scenario, is \$300,000-400,000.
2. Roxio/Sonic absolutely won the Markman Hearing and 'Optima was not pleased at all.'
3. The CEO of Optima has called me weekly wanting to settle.
4. I am not sure, but it does make me wonder why Optima is not going after companies like Pinnacle Systems, Inc.

### Optima's responses to set the record straight:

1. Sonic's 10-Q report dated 09FEB2005 (released after the interview) says that 'We inherited any potential liability related to this suit, and have been joined as a co-defendant in the case.' "Based on the economist estimates and damages they caused Optima, Sonic/Roxio is on the hook for well over a hundred million dollars in just past royalties, damages and future licensing fees of our intellectual property," said Robert Adams.
2. Sonic *lost* the Markman hearing and it was proven that their counter lawsuit was frivolous. Sonic's attorney asked Optima's attorneys if the company would agree to Sonic filing an appeal regarding the loss at the Markman hearing. Optima's attorneys responded, "nice try, did you think we just fell off the turnip truck?" Optima could not be more pleased with the win over Roxio/Sonic at the recent Markman hearing.
3. Robert Adams said, "I have not nor has any of my staff ever called Bob. Besides exchanges between my attorneys and Sonic, I did email Sonic after their loss at the Markman hearing and offered them a way out of this problem."
4. Roxio/Sonic were made aware that their company is the first target of the lawsuit but it was also made clear that they are not the main target in the lawsuit, but only a steppingstone to Optima's goals. "No, Bob, I am not going to fall for that and go after Pinnacle Systems. Inc. regardless of whether you think I should just because you tell me that they are infringing," said Adams . "Pinnacle is not the main target of our company and you know this so why stoop to such a low level and try to use me to hurt your competitors in this manner?"

"Optima is in the process of re-grouping with a new, more aggressive set of attorneys and will soon have its war chest of funds from our investors well exceeding what it will take to shut down Sonic and Roxio/Napster before going after the main target," said Adams. "We have come down this road only because they and others have refused to enter into licensing agreements for our infringed patents."

*Bert C. Cozart, Esq., CPA is a business litigation attorney in southern California who has recently started his own practice after many years of practice with top litigation firms in the area.*

(PRWEB) July 10, 2005 – Bert C. Cozart, Esq., CPA, a business litigation and trial attorney, announces that he has recently started his own law firm. He has litigated through trial and appeal a wide variety of complex business disputes in state and federal court in a multitude of industries since his graduation from the University of California at Los Angeles law school in 1992. Mr. Cozart has obtained Martindale-Hubbell's absolute highest rating in legal proficiency and ethics with the award of an AV rating and is listed in Martindale-Hubbell's Bar Register of Preeminent Lawyers.

This rating is based entirely on detailed and comprehensive reviews by dozens of his legal peers and colleagues and judges. After graduating with distinction from the University of North Carolina at Chapel Hill in 1987 with a degree in business administration and accounting, Mr. Cozart practiced as a certified public accountant with Arthur Andersen & Co. He is admitted to practice law in all state and federal courts in California and the Ninth Circuit of the United States Court of Appeals.

His publications based on his extensive business litigation experience include: "A Primer on Punitive Damages," California Lawyer, January 1997; "Withdrawing as Counsel of Record," California Lawyer, January 1999; "Solving File Problems When Litigating with a Client," California Lawyer, July 1999; "Wednesday Should Be Hearing Day," California Lawyer, July 2000; and "Your Place or Mine?" House Counsel, January/February 2001.

Mr. Cozart's contributions to the local legal community include service as a volunteer arbitrator for the Los Angeles County Superior Court from 1998 to 2000 and 2004 to the present and service as a volunteer attorney-client fee dispute arbitrator for Los Angeles County Bar Association from 1996 to 1997. On a personal note, Mr. Cozart enjoys sailing, windsurfing, tennis, golf, and skiing as recreational activities.

Mr. Cozart's contact information is as follows:  
1101 West Stevens Avenue, Suite 126  
Santa Ana, California 92707-5058  
Telephone: 714-957-3082/714-317-4253  
Facsimile: 509-479-1153/714-200-0901  
Email: e-mail protected from spam bots  
Website: <http://bertcozart.com>



# Optima Technology Corp. Announces Change in its Intellectual Property Licensing Program

Posted on Thursday, July 28, 2005



**Irvine, Ca July 28, 2005 -- Optima Technology, an Irvine, California-based software company has called for the resignation of litigation attorney, Bert C. Cozart. Mr. Cozart was corporate counsel and was also responsible for the growth of the company's new intellectual property licensing program.**

## Top Viewed

Bombay floods damage Pfizer, Cipla drug stocks

Anil makes emotional walkout from Reliance Industries

Reliance board ratifies revamp plan

Honda selected most reliable car maker

The CEO and owner of Optima, Robert Adams, said that, "It is an unfortunate matter having to let him go, however, Mr. Cozart's departure will not affect our continued success." A replacement has been hired and will be named in the coming month.

## About Optima Technology

Founded in Irvine, California in 1990, Optima is a worldwide leader in software, services and Internet technologies for personal and business computing. The company offers a wide range of products and services designed to empower people through great software or hardware -- any time, any place and/or on any device.

## **Settlement Discussions between Universal Avionics Systems Corporation ('Universal') and Optima Technology Group Stalled**

Category: Uncategorized

Optima Technology Group, Inc. today announced that in recent settlement discussions between Universal Avionics Systems Corporation ("Universal") and Optima Technology Group ("Optima") in Case No. **07-CV-00588-RC** in The United States District Court For the District of Arizona, Universal has attempted to bypass the Federal courts and is now refusing to honor its settlement agreement by, among other things, attempting to extort a free license for an unrelated patent application not included in the current federal case.

Universal is also now falsely claiming, citing untrue statements from others in the industry, that Optima has made statements of a mysterious settlement between Optima and Garmin LTD (Public, NASDAQ:GRMN).

According to Optima CEO Robert Adams, "This is nothing more than another attempt by Universal to extort a stipulation of non-infringement so that their attorney (Scott J. Bornstein of Greenberg Traurig), who also represents Garmin, can later use it for his other clients. Our company is willing to abide by the original terms of the settlement agreement but we will not be intimidated by their recent extortion attempt(s). I think Universal is doing this because they just plain hate us."

Optima Technology Group Inc. is a Delaware registered company which specializes in development and manufacture of advanced patents and technology related to the advancement of the United States manufacturing industry and DOD. We hold the key U.S. Patent 5,566,073 related to the use of Synthetic Vision in the cockpit of an aircraft which companies like Honeywell and L3 have legally licensed from Optima Technology Group as the court record shows. Companies such as Garmin are not holders of a license for 5,566,073 from Optima Technology Group. We also hold the key U.S. Patent 5,904,724 for controlling UAVs using Synthetic Vision from a Ground Control Station. For more information, please visit

[www.optimatechgroup.com](http://www.optimatechgroup.com)

Source: Optima Technology Group

Investor Relations:

Robert Adams, 949-419-6970

[radams@Optimatechgroup.com](mailto:radams@Optimatechgroup.com)

Author Information



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Assignments on the Web > **Patent Query**

### Patent Assignment Details

***NOTE: Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.***

Reel/Frame: 018207/0870

Recorded: 09/08/2006

Pages: 6

Attorney Dkt #: TV OPTIMA PORTFOLIO

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

**Total properties: 6**

- 1 Patent #: 5422998 Issue Dt: 06/06/1995 Application #: 08153200 Filing Dt: 11/15/1993  
Title: VIDEO MEMORY WITH FLASH FILL
- 2 Patent #: 5553229 Issue Dt: 09/03/1996 Application #: 08398994 Filing Dt: 03/06/1995  
Title: ROW ADDRESSABLE GRAPHICS MEMORY WITH FLASH FILL
- 3 Patent #: 6023278 Issue Dt: 02/08/2000 Application #: 08944366 Filing Dt: 10/06/1997  
Title: DIGITAL MAP GENERATOR AND DISPLAY SYSTEM
- 4 Patent #: 5933156 Issue Dt: 08/03/1999 Application #: 08984170 Filing Dt: 12/03/1997  
Title: Z-BUFFER FOR ROW ADDRESSABLE GRAPHICS MEMORY WITH FLASH FILL
- 5 Patent #: 6177943 Issue Dt: 01/23/2001 Application #: 09031998 Filing Dt: 02/27/1998  
Title: DIGITAL MAP COMPRESSION AND DISPLAY METHOD
- 6 Patent #: 5974423 Issue Dt: 10/26/1999 Application #: 09036680 Filing Dt: 03/09/1998  
Title: METHOD FOR CONVERTING A DIGITAL ELEVATION DATABASE TO A POLYGON DATABASE

**Assignnor**

- 1 MARGOLIN, JED

Exec Dt: 03/13/2006

**Assignnee**

- 1 ANIMEDIA COMPANY LLC  
2711 CENTERVILLE ROAD  
SUITE 400  
WILMINGTON, DELAWARE 19808

**Correspondence name and address**

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C  
1100 NEW YORK AVENUE, N.W.  
WASHINGTON, DC 20005

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350, v.2.0.1  
Web interface last modified: April 20, 2007 v.2.0.1

Search Results as of: 12/05/2007 01:53 PM

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## Patent Assignment Assignee Details

**NOTE: Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.**

**Assignee Name : ANIMEDIA COMPANY LLC**

**Total Assignments: 1**

**Assignment: 1**

Reel/Frame: 018207/0870

Recorded: 09/08/2006

Pages: 6

Attorney Dkt #: IV OPTIMA PORTFOLIO

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

**Assignor**  
1 MARGOLIN, JED

**Exec Dt:** 03/13/2006

**Assignee**

1 ANIMEDIA COMPANY LLC  
2711 CENTERVILLE ROAD  
SUITE 400  
WILMINGTON, DELAWARE 19808

### Properties

Pat #	Pub #	App #	Pat #	Pub #	App #	Pat #	Pub #	App #
5422998	NONE	08153200	5553229	NONE	08398994	6023278	NONE	08944366
5933156	NONE	08984170	6177943	NONE	09031998	5974423	NONE	09036680

### Correspondence name and address

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C  
1100 NEW YORK AVENUE, N.W.  
WASHINGTON, DC 20005

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350, v.2.0.1  
Web interface last modified: April 20, 2007 v.2.0.1

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Entity Details

2091

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number: 4045666 Incorporation Date / Formation Date: 10/14/2005 (mm/dd/yyyy)

Entity Name: ANIMEDIA COMPANY LLC

Entity Kind: LIMITED LIABILITY COMPANY (LLC) Entity Type: GENERAL

Residency: DOMESTIC State: DE

REGISTERED AGENT INFORMATION

Name: CORPORATION SERVICE COMPANY
Address: 2711 CENTERVILLE ROAD SUITE 400
City: WILMINGTON County: NEW CASTLE
State: DE Postal Code: 19808
Phone: (302)636-5401

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.
Would you like Status Status, Tax & History Information Submit

Back to Entity Search

To contact a Delaware Online Agent click here.



From: Robert Adams <radams@optimatech.com>  
Subject: Fw: Sony accesses  
Date: November 28, 2004 2:46:18 PM PST  
To: <Undisclosed-Recipient:>  
1 Attachment, 58.0 KB

----- Original Message -----

From: Jed Marcolin  
To: Robert Adams  
Sent: Sunday, November 28, 2004 11:50 AM  
Subject: Re: Sony accesses

Robert,

After 50 minutes it was only 9% through the list, so I terminated it and looked up sony.co.jp, whose IP address is 137.153.0.32 .

Then I culled out all the accesses from 137.153.0.0 through 137.153.255.255 and looked them up in the logs and got:

DecimalAddress	Hostname	Status
137.153.0.34	GateKeeper12.Sony.CO.JP	OK
137.153.0.27	GateKeeper21.Sony.CO.JP	OK
137.153.0.25	GateKeeper10.Sony.CO.JP	OK
137.153.0.37	GateKeeper23.Sony.CO.JP	OK
137.153.0.36	GateKeeper13.Sony.CO.JP	OK
137.153.0.42	GateKeeper19.Sony.CO.JP	OK
137.153.0.40	GateKeeper17.Sony.CO.JP	OK
137.153.0.41	GateKeeper18.Sony.CO.JP	OK

I have attached the full results.

Note the accesses to:  
USDCDoc.pdf  
settlefederalcase.html  
networksolutions.html  
Patent5666531.pdf  
roxio.html

This suggests they are interested in the status of your lawsuits.

Some accesses were through Google. I think you have gotten their attention. ☺

Jed



sony1.doc (58.0 KB)

# Exhibit N

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**From:** Mike Abernathy [REDACTED]  
**Sent:** Monday, September 25, 2006 2:26 PM  
**To:** 'Robert Adams'  
**Subject:** RE: license

(b)(6)

Robert,

You have offered to license your technology to our company. You have stated that this technology is useful for "see and avoid applications" for UAVs which is an interesting market arena. We are making a good faith effort to consider your offer. We must know whether this technology has been brought into existence and whether it was ever test flown as a matter of due diligence.

We are not asking these questions out of idle curiosity and we certainly not trying to be difficult – we need this information in order to know the market value of the technology to our users, and there are certain elements of the method that we have concerns about. A flight test report – even if the system was implemented on a model airplane – will almost certainly allay our concerns and we can get on with this. The fact of whether or not this technology has been tested does not require an NDA.

Robert, throughout our dealings I have been honest and responsive to all of your requests, perhaps at peril to our company. I now ask you to please reciprocate my efforts in a small way and provide the requested information so that we may consider your offer of license.

Mike Abernathy  
Rapid Imaging Software, Inc.

---

**From:** Robert Adams [REDACTED]  
**Sent:** Monday, September 25, 2006 2:49 PM  
**To:** 'Mike Abernathy'  
**Subject:** RE: license

(b)(6)

Mike,

Neither the company nor I are in any way anxious in signing any more licensees's as we have many already, but as you know we must protect our patents in order to preserve said Intellectual Property.

As to your questions, they do not relate to a license and/or a licensee. Our Intellectual Property has been tested in court and is proven solid by far such standards the Federal Court including the Federal Appeals Court. In addition, as to matters of disclosure, all such development at OTG and by our licensee is covered by NDA's.

Should you wish to challenge such, then I advise you to seek proper legal counseling as we are not an attorney nor will ours advice you on such a matters.

Your company has clearly infringed and OTG must protect itself against such matters just as your company would do if in the same position.

Robert Adams

---

**From:** Mike Abernathy [REDACTED]  
**Sent:** Monday, September 25, 2006 1:29 PM  
**To:** 'Robert Adams'  
**Subject:** license

(b)(6)

Dear Robert,

Please tell the legal team thanks for getting back to us right away – we appreciate it.

00023

2094

[REDACTED]

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**From:** Kennedy, Alan J. (HQ-MC000)  
**Sent:** Wednesday, September 27, 2006 2:11 PM  
**To:** Mike Abernathy  
**Cc:** Fein, Edward K. (JSC-AL); Borda, Gary G. (HQ-MC000)  
**Subject:** RE: help

Mike,

As I said in my voice mail and in our phone conversation, we can help with any products that you sell to NASA such as software for the X-38 aircraft. Tell Optima that I said to contact me regarding any cease and desist threats pertaining your NASA business. However, we cannot interfere in your non-Government (NASA) commercial activities or sales.

Call me if you have any questions regarding your NASA business sales.

Thanks,

Alan

---

**From:** Mike Abernathy [REDACTED] - (b)(6)  
**Sent:** Wednesday, September 27, 2006 9:13 AM  
**To:** Kennedy, Alan J. (HQ-MC000); FEIN, EDWARD K. (JSC-HA) (NASA); [REDACTED]  
**Subject:** help

Alan and Ed,

We have received a cease and desist from Optima. I am afraid that they will file a suit against us, and from what Ben says we would certainly go broke defending it. Like most small companies we have little cash on hand and we are going to need to put up \$10k just for what is happening now. Will you please help us? Otherwise Ben says we will need to start negotiations with Optima. Please talk to us.

Best regards,

Mike Abernathy  
Rapid Imaging Software, Inc.

[REDACTED] (b)(6)  
[www.landform.com](http://www.landform.com)

00033

**From:** McNutt, Jan (HQ-MC000)  
**Sent:** Wednesday, August 06, 2008 9:23 AM  
**To:** Robert Adams-OTG  
**Subject:** Optima Letter  
**Attachments:** Optima Letter 20080801.pdf

Dr. Adams,

Please see attached.

Jan S. McNutt  
Attorney-Advisor (Commercial)  
Office of the General Counsel  
NASA Headquarters

[Redacted]

(b)(6)

This document, including any attachments, contains information may be confidential, protected by the attorney-client or other applicable privileges, or constitutes non-public information. All content is intended only for the designated recipient(s). If you are not an intended recipient of this information or have received this message inadvertently, please take appropriate steps to destroy this content in its entirety and notify the sender of its destruction. Use, dissemination, distribution, or reproduction of this information by unintended recipients or in a manner inconsistent with its provision is not authorized and may be unlawful.

**From:** Robert Adams-OTG [Redacted]  
**Sent:** Tuesday, August 05, 2008 3:06 PM  
**To:** McNutt, Jan (HQ-MC000)  
**Subject:** [Redacted]

(b)(6)

(b)(4)

**From:** Robert Adams-OTG [Redacted]  
**Sent:** Monday, August 04, 2008 6:21 PM  
**To:** [Redacted]  
**Cc:** M. Lawrence Oliverio  
**Subject:** [Redacted]

(b)(6)

(b)(6)

[Redacted]

(b)(4)

00042

Jan,

Can you please forward me a copy of the letter that you stated was sent out last Friday? Considering that we have already started licensing (see attached non-exclusive) said technology and are actively conducting talks with other infringers, it's in our best interest to enforce said IP. We also have recently starting suing infringers in Federal court and one is settling now as we speak. We may consider a Technology Transfer depending on the interest and offer.

Our goal with NASA is to resolve this infringement matter quickly and peacefully verse wasting any more time on the matter.

As to statute of limitations waiver, at this time we would not be agreeable but we may consider a tolling agreement.

Thank you,

Dr. Robert Adams – CEO  
Optima Technology Group

 (b)(6)

Simply Smarter, Encryption & Aerospace Solutions since 1990! The information contained in this e-mail and any attachments are legally privileged and confidential. If you are not an intended recipient, you are hereby notified that any dissemination, any and all distribution or copying of this e-mail is strictly prohibited without the prior consent of Optima Technology Group (sender). If you have received this e-mail in error, please notify the sender and permanently delete the e-mail and any attachments immediately. You should not retain, copy or use this e-mail or any attachment for any purpose, nor disclose all or any part of the contents to any other person. Thank you.

00043

[REDACTED]

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**From:** McNutt, Jan (HQ-MC000)  
**Sent:** Wednesday, August 06, 2008 9:44 AM  
**To:** Jed Margolin  
**Subject:** RE: NASA Case I-222 (Margolin Letter)  
**Attachments:** Margolin Letter 20080805.pdf

Dear Mr. Margolin,

Please see the attached. Hard copy to follow.

Jan S. McNutt  
Attorney-Advisor (Commercial)  
Office of the General Counsel  
NASA Headquarters

[REDACTED] (b)(6)  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

This document, including any attachments, contains information may be confidential, protected by the attorney-client or other applicable privileges, or constitutes non-public information. All content is intended only for the designated recipient(s). If you are not an intended recipient of this information or have received this message inadvertently, please take appropriate steps to destroy this content in its entirety and notify the sender of its destruction. Use, dissemination, distribution, or reproduction of this information by unintended recipients or in a manner inconsistent with its provision is not authorized and may be unlawful.

-----Original Message-----

**From:** Jed Margolin [mailto:[REDACTED]] (b)(6)  
**Sent:** Tuesday, August 05, 2008 1:56 PM  
**To:** McNutt, Jan (HQ-MC000)  
**Subject:** NASA Case I-222

Dear Mr. McNutt.

I have attached the documents we discussed.

Regards,

Jed Margolin

00045

[REDACTED]

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**From:** McNutt, Jan (HQ-MC000)  
**Sent:** Wednesday, August 06, 2008 11:54 AM  
**To:** Borda, Gary G. (HQ-MC000); Rotella, Robert F. (HQ-MA000)  
**Subject:** Margolin-Optima Assignment  
**Attachments:** jm\_assign.pdf

[REDACTED]

[REDACTED]

[REDACTED]

(b)(5)

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**From:** Robert Adams-OTG [REDACTED] (b)(6)  
**Sent:** Wednesday, August 06, 2008 11:17 AM  
**To:** McNutt, Jan (HQ-MC000)  
**Subject:** [REDACTED]

[REDACTED]

[REDACTED]

(b)(4)

Jan,

Based on the conversation with you and Jed, I was told by Jed that he walked you through the Patent & Trade Mark office's website and you had access to see the assignment.

. that was not acceptable, then please see the attachment concerning the fully executed assignment.

As time is short due to the delays in reviewing the matter on your end. We are acceptable to not clogging up the court system as we currently have one active case before the Federal court on 073" and would prefer licensing NASA and/or settling with you.

I look forward to hearing from you shortly.

Thank you,  
Dr. Adams

---

**From:** McNutt, Jan (HQ-MC000) [REDACTED] (b)(6)  
**Sent:** Wednesday, August 06, 2008 6:23 AM  
**To:** Robert Adams-OTG  
**Subject:** [REDACTED]

[REDACTED]

(b)(4)

Dr. Adams,

Please see attached.

Jan S. McNutt  
Attorney-Advisor (Commercial)  
Office of the General Counsel

00017



From: Delgado, Francisco J. (JSC-ER2) [mailto: [REDACTED] ] - (b)(6)  
Sent: Monday, September 25, 2006 9:42 PM  
To: Mike Abernathy; Fein, Edward K. (JSC-AL); Kennedy, Alan J. (HQ-MC000); [REDACTED]  
Cc: Delgado, Francisco J. (JSC-ER2); Fredrickson, Steven E. (JSC-ER)  
Subject: FW: Read: Let us chat on about SCOUT, SC3D, the X-38 program and RIS; noted below are our patents that cover said technology that RIS and your groups are using.

See email from "Mr. Adams" below.

This is getting more ridiculous by the minute. I have resisted replying in any form as suggested by JSC council. However, this matter has been left open for quite some time and something needs to be done NOW. It has come to my attention that Mr. Adams and company have issued a letter that prohibits RIS from selling any of their software until this issue is resolved. We have had a very "intellectually" fruitful relationship with RIS for almost a decade and would like to continue this relationship for many years to come. Some of the technology concepts in question were co-developed by RIS and I during many "brainstorming sessions" on how to provide optimal situation awareness to various users.

The folks pressing forward with this claim do not have solid ground to stand on (IMHO). Based on the previous research performed, I do not see how their patent claims are valid and I would like to request that NASA's council take this matter seriously and get the patents invalidated (as it should have been done when this first showed up a couple of years ago). This is not only the right legal thing to do, but also the right moral thing to do. If we allow an individual to continue to harass small companies and stand-by with little/no action, then we are no better than the company doing the harassing. As a government organization, we need to keep the public faith and trust and again, "do the right thing." I realize that patience is important in legal matter, but believe that the time for sitting idle and hoping that this matter goes away is way past due and that something needs to be done ASAP. Putting companies that NASA relies on to help move technology forward out of business with a barrage of unwarranted litigation does not seem like it is in NASA's (or our taxpayers) best interest.

Please let me know what I need to do on my end to help move this along.

BTW: If we do not deal with issue immediately it will only get worse for NASA. I know of several Projects within JSC, JPL, and Langley that use independently developed technology (i.e. technology that does not use what RIS and I came up with) that I am sure Mr. Adams and company would claim infringes on their "Patents." We seem to be on his radar at the moment because we do what government organizations are encouraged to do ("Publish their work").

Thank You,

Frank Delgado

From: Robert Adams [ [REDACTED] ] (b)(6)  
Sent: Mon 9/25/2006 5:58 PM  
To: Delgado, Francisco J. (JSC-ER2)  
Subject: RE: Read: Let us chat on about SCOUT, SC3D, the X-38 program and RIS; noted below are our patents that cover said technology that RIS and your groups are using.

Sir,

Since you have clearly refused to cooperate, please provide us your department's heads information and said contact information including a contact in your IP litigation department. We are aware that you received your read receipt of our email sent to you regarding:

Let us chat on about SCOUT, SC3D, the X-38 program, and RIS; noted below are our patents that cover said technology that RIS and your groups are using.

00067

2100

Jed Margolin

(b)(5)

August 8, 2008

Mr. Jan S. McNutt  
Office of the General Counsel  
NASA Headquarters  
Washington, DC 20546-0001

Re: FOIA Request (FOIA HQ 08-270) regarding NASA Case No. I-222

Dear Mr. McNutt,

As we discussed in our recent telephone conversations, my FOIA Request is entirely separate from NASA Claim Case I-222. The patents involved in the claim are now owned by Optima Technology Group, Inc. I trust that Optima Technology Group has now provided you with the documentation you requested in order to establish their ownership of the Patents.

I will agree to the 90 day extension you have requested for NASA to respond to my FOIA Request (HQ 08-270) if NASA acknowledges that my FOIA request is entirely separate from Optima Technology Group's Claim Case No. I-222.

Sincerely yours,

*Jed Margolin*

Jed Margolin

00140

### Conclusion

I realize this is a great deal of material to wade through, but I would appreciate confirmation that you have received it and, if possible, an estimate as to when I can expect to hear NASA's decision on this claim.

Hopefully, then we can discuss compensation. The '724 patent is available for sale if NASA wishes to purchase it to avoid setting the precedent of the U.S. Government paying compensation for each flight of an aircraft using my patent. (I don't think this would be popular with DOD.) I expect that the first UAV to crash due to Pilot Induced Oscillation (or just Flight Computer Induced Oscillation, as occurred in the first flight of the Predator) would cost more than the cost of buying my patent. I believe this patent also has commercial applications like using UAVs for traffic reporting and in Law Enforcement so your Commercialization Department may be able to generate income with it.

Sincerely yours,

*Jed Margolin*

Jed Margolin  
3570 Pleasant Echo Rd.  
San Jose, CA 95148-1916  
Phone: 408-238-4564  
Email: [jm@jmargolin.com](mailto:jm@jmargolin.com)

Here are NASA's visits to my Web site:

June 2001

nasa.gov

Total hits	Files	Pageview	Bytes sent	Hostname
2 0.02%	1	2	73232 0.02%	dhcp161-117.hst.nasa.gov

July 2001

nasa.gov

Total hits	Files	Pageview	Bytes sent	Hostname
24 0.27%	24	1	216909 0.08%	aavigil1.wff.nasa.gov
1 0.01%	1	1	96274 0.04%	antonius-dekorte-pc.jpl.nasa.gov
25 0.28%	25	2	313183 0.11%	

August 2001

nasa.gov

Total hits	Files	Pageview	Bytes sent	Hostname

00210

[REDACTED]

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**From:** McNutt, Jan (HQ-MC000)  
**Sent:** Monday, October 06, 2008 11:18 AM  
**To:** Rotella, Robert F. (HQ-MA000)  
**Cc:** Borda, Gary G. (HQ-MC000)  
**Subject:** FW: Optima Technology Group - Margolin Patents

[REDACTED] (b) (5)

---

**From:** Benjamin W. Allison [REDACTED] (b) (6)  
**Sent:** Friday, October 03, 2008 5:46 PM  
**To:** Mike Abernathy; McNutt, Jan (HQ-MC000)  
**Cc:** krukar@olpatentlaw.com  
**Subject:** RE: Optima Technology Group - Margolin Patents

Jan,

We're assisting RIS in the Optima matter as well, and I would like to participate in the call Wednesday. Let me know call-in information when you can.

Regards,

Ben

Benjamin Allison  
Sutin Thayer & Browne PC

[REDACTED] (b) (6)

---

**From:** Mike Abernathy [REDACTED] (b) (6)  
**Sent:** Friday, October 03, 2008 2:49 PM  
**To:** 'McNutt, Jan (HQ-MC000)'  
**Cc:** Benjamin W. Allison; krukar@olpatentlaw.com  
**Subject:** RE: Optima Technology Group - Margolin Patents

Privileged and Confidential

Dear Jan,

We will of course be happy to help however possible. Our company prepared a request for re-examination of these patents based on prior art and would have used it had OTG not gone away.

These patents are defective because the invention is both obvious and non-novel as evidenced by numerous printed published works. (We can provide these references if needed). Ironically, they claim patent on work already published by NASA over a decade earlier.

The attached NASA technical publication by Shahan Serrafian, *Simulator Evaluation of a Remotely Piloted Vehicle Lateral Landing Task Using a Visual Display*, dates from 1984 and fully anticipates both Margolin patents, and is referenced by neither one.

[http://en.wikipedia.org/wiki/Highly\\_Maneuverable\\_Aircraft\\_Technology](http://en.wikipedia.org/wiki/Highly_Maneuverable_Aircraft_Technology)

In other words, OTG is attempting force NASA to pay for a patent infringement on something that NASA in fact invented and published more than a decade prior to the patent filing.

Would Wednesday at 10AM MT be convenient for you?

Mike Abernathy  
Rapid Imaging Software, Inc.

[Redacted] (b)(6)  
[Redacted]

[www.landform.com](http://www.landform.com)

**From:** McNutt, Jan (HQ-MC000) [Redacted] (b)(6)  
**Sent:** Friday, October 03, 2008 1:37 PM  
**To:** mikea@landform.com  
**Subject:** Optima Technology Group - Margolin Patents

Dear Mr. Abernathy,

[Large Redacted Block]

(b)(5)

Regards,

Jan S. McNutt  
Senior Attorney (Commercial)  
Office of the General Counsel  
NASA Headquarters

[Redacted] (b)(6)  
[Redacted]  
[Redacted]  
[Redacted]

[REDACTED]

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**From:** Fein, Edward K. (JSC-AL)  
**Sent:** Tuesday, October 21, 2008 1:35 PM  
**To:** Delgado, Francisco J. (JSC-ER6)  
**Subject:** FW: UAV Patent Infringement Issue  
**Attachments:** Patent 5904724 Margolin.jd.pdf

Hi Frank ... As you will note, the Margolin patent issue has once again reared its head. Apparently, the person at HQ handling the matter, and since retired, somehow let the ball drop.

To make a long story short, HQ is now asking us to analyze the patent to determine whether the patent claims read on the X-38 vehicle. They are aware of the likelihood that the patent is invalid, based on prior art, much of which has been furnished by Mike Abernathy, but still want an analysis of potential infringement.

Note the claim-by-claim notes on the attachment inserted by folks at Dryden with respect to their UAVs.

If you could provide a similar analysis for the X-38, it would be gratefully appreciated. It will be good to finally get this matter behind us.

Let me know if you have any questions.

Thanks, Frank!

-Ed

Edward K. Fein  
Intellectual Property Counsel  
NASA Johnson Space Center  
Mail Code AL  
2101 NASA Parkway  
Houston, TX 77058

Telephone: 281-483-4871  
Fax: 281-483-6936  
E-Mail: [edward.k.fein@nasa.gov](mailto:edward.k.fein@nasa.gov)

---

**From:** Borda, Gary G. (HQ-MC000)  
**Sent:** Tuesday, October 21, 2008 11:45 AM  
**To:** Homer, Mark W. (JPL-0910); Fein, Edward K. (JSC-AL)  
**Cc:** Rotella, Robert F. (HQ-MA000)  
**Subject:** FW: UAV Patent Infringement Issue

Mark,  
Thanks much. This is very helpful. The answer from DFRC is no infringement.

Ed,  
This is what we need from someone at JSC familiar with the how we test flew the unmanned X-38 – see the notes inserted in the claims of the attached patent.

Thanks,  
Gary

00652  
2105

[REDACTED]

**From:** McNutt, Jan (HQ-MC000)  
**Sent:** Monday, November 24, 2008 1:48 PM  
**To:** Borda, Gary G. (HQ-MC000); Rotella, Robert F. (HQ-MA000)  
**Subject:** FW: Emailing: newsdetail

[REDACTED] (b)(5)

-----Original Message-----

**From:** Mike Abernathy [REDACTED] (b)(6)  
**Sent:** Monday, November 24, 2008 1:09 PM  
**To:** McNutt, Jan (HQ-MC000)  
**Cc:** FEIN, EDWARD K. (JSC-HA) (NASA); [REDACTED]  
**Subject:** Emailing: newsdetail (b)(6)

Privileged and Confidential

This is just an FYI regarding Optima's patent trolling.

Jan,

From this it appears Honeywell may have paid Optima to attack Universal Avionics in order to help Honeywell in their suit with UA.

Shortcut to: <http://www.uasc.com/marketing/newsdetail.asp?newsid=119>

But that clearly backfired and both Honeywell and Adams lost to UA.

<http://www.uasc.com/marketing/newsdetail.asp?newsid=115>

This makes much more sense in light of these two stories.

Mike Abernathy

RIS

00721

2106

**(9) Evidence of title to the patent(s) alleged to be infringed or other right to make the claim.**

This appears to be a two-part question. Does the patent belong to Jed Margolin, and am I that Jed Margolin?

**Part 1** - If you look at the front page of the '724 patent you will see that it was, indeed, issued to Jed Margolin, [REDACTED] (b)(6)

If you contact the U.S. Patent and Trademark Office, Document Services Department (703-308-9726), you can order an Abstract of Title to verify that I own the patent. According to 37 CFR 1.12, assignment records are also open to public inspection at the United States Patent and Trademark Office.

**Part 2** - If you look up Jed Margolin [REDACTED] in a telephone directory you will find assigned to it the telephone number [REDACTED] (b)(6)

When you called me on June 9 and June 10, that was the number you called.

Other than my affirming that I am, indeed, the Jed Margolin in question, I can only suggest that you contact my cousin Lenny (oops, I mean Dr. Len Margolin) who is employed by Los Alamos National Laboratory, and ask him if he has a cousin Jed who is an engineer and an inventor, and who possesses the Margolin gene for being very persistent. (Some say stubborn.) The last time I saw him was in Ann Arbor, Michigan, after he had just passed the orals for his doctorate. (He bought me a beer at a place on South University.)

**(10) A copy of the Patent Office file of the patent, if available, to claimant.**

I do not have a copy of the USPTO's patent file. What I have is my prosecution file which contains, among other things, privileged communications between my patent attorney and myself.

Besides, in our telephone conversation of June 10, you stated that one of the research centers (I believe it was LARC) had already ordered the file.



Can you please provide me an update to this matter?

Dr. Adams

**From:** McNutt, Jan (HQ-MC000) [REDACTED]  
**Sent:** Friday, February 20, 2009 2:07 PM  
**To:** Robert Adams-OTG  
**Subject:** RE: Jan S. McNutt, Please see the attached letter; it is your response to your most recent letter.

Dr. Adams,

Thank you for your email concerning the new licensees and thank you for your patience. We are awaiting for one final communication from one of our sources that will allow us to come to a final decision and that source has indicated they are working to get us an answer by next week.

Regards,

*Jan S. McNutt*  
*Senior Attorney (Commercial)*  
[REDACTED]

---

**From:** Robert Adams-OTG [REDACTED]  
**Sent:** Thursday, February 12, 2009 5:35 PM  
**To:** McNutt, Jan (HQ-MC000)  
**Subject:** RE: Jan S. McNutt, Please see the attached letter; it is your response to your most recent letter.

Ian,

We have now licensed Cobham the parent company of Chelton Flight System and expect to wrap up a license for Rockwell in the coming weeks.

Attached you will find the voicemail from Cobham's attorney that concluded a yearlong drawn out process; as I write this letter we await the signed hard copies in the mail.

We shall be filing in Federal Court against Garmin in the coming months as they are the last one who is being definite due to their bad advice from a money hungry attorney.

Can you please provide me a status as to the resolve regarding the issues between our two companies'?

With the recent new licensee's I remain optimistic that this business matter can be resolved peacefully between our two companies.

Thank you,

Robert

**From:** McNutt, Jan (HQ-MC000) [REDACTED]  
**Sent:** Thursday, January 22, 2009 1:16 PM  
**To:** Robert Adams-OTG  
**Subject:** RE: Jan S. McNutt, Please see the attached letter; it is your response to your most recent letter.

National Aeronautics and Space Administration

Headquarters  
Washington, DC 20546-0001



March 19, 2009

Reply to Attn of: Office of the General Counsel

CERTIFIED MAIL

Dr. Robert Adams, CEO  
Optima Technology Group

[REDACTED] (b)(6)

RE: Administrative Claim for Infringement of US Patent No. 5,904,724;  
NASA Case No. I-222

Dear Dr. Adams:

This letter concerns the above-identified administrative claim for patent infringement.

NASA received the initial notification of this claim in an email dated May 12, 2003, from Mr. Jed Margolin addressed to attorneys at the NASA Langley Research Center claiming that "NASA may have used one or more of [Mr. Margolin's] patents in connection with the X-38 project and may be using one or more of my patents in other projects using Synthetic Vision". Mr. Margolin identified two patents that he believed NASA may be infringing; the subject patent and Patent No. 5,566,073. On June 7, 2003, Mr. Margolin submitted his claim by fax to the NASA HQ attorney, Mr. Alan Kennedy. Mr. Kennedy responded by letter dated June 11, 2003 acknowledging the administrative claim and requesting that Mr. Margolin give a more detailed breakdown of the exact articles or processes that constitute the claim. Mr. Margolin responded by letter dated June 17, 2003, withdrawing his claim with regard to U.S. Patent No. 5,566,073, leaving the remaining claim for the subject patent. NASA is aware of the long pendency of this matter and we regret the delay.

On July 14, 2008 Optima Technology Group sent a letter addressed to Mr. Kennedy stating that they were the owners of the Jed Margolin patents due to an assignment and requesting that NASA now license the technology of the subject patent. With an email dated August 6, 2008 from Optima, NASA received a copy of a Patent Assignment, dated July 20, 2004, executed by Jed Margolin, the sole inventor on the subject patent, by which the entire right, title and interest in the patent has been assigned to Optima Technology Group, Inc. We previously noted in a letter dated August 20, 2008 from Mr. Jan McNutt of our office addressed to you that NASA believes there are certain irregularities surrounding this and collateral assignment documents associated with the subject patent. However, NASA will at this time forestall a detailed consideration of that issue. Instead, we will assume your *bona fides* in asserting that you are the legitimate owner of the subject patent and communicate

Jed Margolin  
Phone: 775-847-7845

1981 Empire Rd.  
jm@jmargin.com

Reno, NV 89521-7430  
August 8, 2008

Mr. Jan S. McNutt  
Office of the General Counsel  
NASA Headquarters  
Washington, DC 20546-0001

Re: FOIA Request (FOIA HQ 08-270) regarding NASA Case No. I-222

Dear Mr. McNutt,

As we discussed in our recent telephone conversations, my FOIA Request is entirely separate from NASA Claim Case I-222. The patents involved in the claim are now owned by Optima Technology Group, Inc. I trust that Optima Technology Group has now provided you with the documentation you requested in order to establish their ownership of the Patents.

I will agree to the 90 day extension you have requested for NASA to respond to my FOIA Request (HQ 08-270) if NASA acknowledges that my FOIA request is entirely separate from Optima Technology Group's Claim Case No. I-222.

Sincerely yours,



Jed Margolin

01771

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>  
>  
>  
> [http://en.wikipedia.org/wiki/Highly\\_Maneuverable\\_Aircraft\\_Technology](http://en.wikipedia.org/wiki/Highly_Maneuverable_Aircraft_Technology)  
>

>  
> In other words, OTG is attempting force NASA to pay for a patent  
> infringement on something that NASA in fact invented and published more  
> than a decade prior to the patent filing.  
>

> Would Wednesday at 10AM MT be convenient for you?  
>  
>  
>

> Mike Abernathy  
>

> Rapid Imaging Software, Inc.  
>  
>

> [REDACTED]

> [REDACTED]

b(6)

> [www.landform.com](http://www.landform.com)  
>  
>

> From: McNutt, Jan (HQ-MC000) [REDACTED]  
> Sent: Friday, October 03, 2008 1:37 PM  
> To: mikea@landform.com  
> Subject: Optima Technology Group - Margolin Patents  
>  
>  
>

b(6)

> Dear Mr. Abernathy,  
>  
>

> I am a new attorney working on Intellectual Property and Commercial Law  
> matters at NASA and have been assigned to handle a long outstanding claim  
> against the agency for patent infringement due to NASA's collaboration  
> with your company in the late 90s. Mr. Ed Fein of the Johnson Space  
> Center  
> suggested I contact you to discuss the infringement action brought against  
> us by the Optima Technology Group regarding a patent they own by the  
> inventor Jed Margolin. I would like to set up a conference next week  
> sometime for this purpose. Please let me know if you are inclined to  
> speak with NASA on this and if so, when would be a good time for you.  
>

[REDACTED]

**From:** Rotella, Robert F. (HQ-MC000)  
**Sent:** Thursday, March 19, 2009 10:24 AM  
**To:** Borda, Gary G. (HQ-MC000); Graham, Courtney B. (HQ-MC000)  
**c:** Bayer, Kathy (HQ-MC000)  
**Subject:** WAR item

**NASA Administrative Claims - Jed Margolin and its successor in interest, Optima, have pursued an administrative claim for patent infringement. Upon completion of investigation by JSC and DFC, reviewed all materials and prepared initial draft of final agency determination letter denying claim based on lack of infringement. (Rotella, McNutt, Borda)**

**Robert F. Rotella  
Senior Patent Attorney  
Office of the General Counsel  
NASA Headquarters**

[REDACTED]

b(6)

**This document, including any attachments, contains information that is confidential, protected by the attorney-client or other applicable privileges, or constitutes non-public information. It is intended only for the designated recipient(s). If you are not an intended recipient of this information, please take appropriate steps to destroy this document in its entirety and notify the sender of its destruction. Use, dissemination, distribution, or reproduction of this information by unintended recipients is not authorized and may be unlawful.**

requirements of our current company insurance policy, combined with the profound lack of a market for this possible application of our technology factored this business decision. Your letter says we recognize the "value" of this technology, but in view of the current situation "lack of value" is probably more appropriate.

We will get back to you just as soon as we have had a chance to study these patent claims further. For now, is there anything else that our company can reasonably do in regard to the concern that you expressed?

Sincerely,

Mike Abernathy

Rapid Imaging Software, Inc.

From: Robert Adams [mailto: [REDACTED]]  
Sent: Tuesday, September 19, 2006 7:53 AM  
To: [REDACTED]  
Cc: [REDACTED]  
Subject: [Norton AntiSpam] Rapid Imaging Software, Inc. patent infringement

b(6)

It has come to our attention that your company provides Synthetic Vision to fly UAV both in real time and in simulation.

September 19, 2006

Michael F. Abernathy

Rapid Imaging Software, Inc.

[REDACTED]  
[REDACTED]

b(6)

Sent via US MAIL, FAX & EMAIL

02634

**Date:** Thu, 02 Nov 2006 13:21:53 -0800

**To:** Chauncey C Williams <[REDACTED]>

**Conversation:** [REDACTED]

**Subject:** FW: [REDACTED]

(b)(6)

Hi Chauncey,

Sorry for the late action on this one. I have not heard of this gentleman before; however, the "Francisco Delgado" listed at the bottom of the e-mail is a JSC employee.

May I ask for your help on this?

Thanks!

yk

----- Forwarded Message

**From:** Robert Adams <[REDACTED]>

**Organization:** Optima Technology Group

**Date:** Fri, 29 Sep 2006 11:58:36 -0700

**To:** <yvonne.kellogg@dfrc.nasa.gov>

**Subject:** [REDACTED]

(b)(6)

(b)(6)

RE:

Optima Pilot aid using a synthetic environment License Agreement U.S. Patent Nos. 5,566,073

Optima Method and apparatus for remotely piloting an aircraft License Agreement U.S. Patent Nos. 5,904,724

Yvonne,

My name is Dr. Robert Adams. I am the CEO and owner of Optima Technology Group which owns a United States patent portfolio that includes the above identified two patents above(1.1) ("the Patents"), OTG the entity to which our chief scientist Jed Margolin has assigned the Patents. As I am sure you are aware of, the Patents protect a number of features that are implemented in products capable of flying any and all UAV's (1.3) remotely piloting said UAV and/or using Synthetic Vision and/or using a synthetic environment.

Based on the current conversations with many of your contractors who have now licensed our technology, they have informed us that NASA is indeed aware of our patents for some time. To support said information we also now have the web log files of the last few years that we now see detailed visits by NASA that report in detail both as to what was the NASA server's name used and many more details that I am sure would be of interest in discovery

2114

Yvonne, I see that NASA is busy making sure that technology they invent is patented and then licensed in order to bring in revenue as noted by the link about your group:

<http://www.dfr.nasa.gov/Newsroom/X-Press/1999/June11/techcom.html>

So like your group, my company is in the same business and that is in licensing our IP technology to companies like yours that already use and/or infringe on said technology. We do prefer to have a friendly discussion that leads to a productive and proper license of our technology by NASA and other vendors who may use it with your company. Thus, we would like to discuss the two related patents that belong to OTG and discuss a license and/or a technology transfer to NASA so that your group and NASA can continue the work unencumbered.

Let's, chat and work out the details of a license agreement,

Respectfully, Dr. R.M. Adams

P.s. Please say hello to Francisco Delgado for me and thank him for all his help in this matter.

Dr. Robert Adams – CEO  
Optima Technology Group



(b) (6)

**Simply Smarter, Encryption & Aerospace Solutions since 1990!**

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----- End of Forwarded Message

----- End of Forwarded Message

00037  
2115



[REDACTED]

---

**From:** Fein, Edward K. (JSC-AL)  
**Sent:** Tuesday, September 26, 2006 9:11 AM  
**To:** Kennedy, Alan J. (HQ-MC000)  
**Cc:** Borda, Gary G. (HQ-MC000)  
**Subject:** FW: and the very last communication of the day  
**Attachments:** PSISDG\_3691\_1\_149\_1.pdf

fyi ...

---

**From:** Mike Abernathy [mailto:Mike.Abernathy@rapidimaging.com] (b)(6)  
**Sent:** Monday, September 25, 2006 8:18 PM  
**To:** Delgado, Francisco J. (JSC-ER2); Fein, Edward K. (JSC-AL)  
**Subject:** FW: and the very last communication of the day

Mike Abernathy  
Rapid Imaging Software, Inc.

---

**From:** Mike Abernathy [mailto:Mike.Abernathy@rapidimaging.com] (b)(6)  
**Sent:** Monday, September 25, 2006 6:25 PM  
**To:** FEIN, EDWARD K. (JSC-HA) (NASA); DELGADO FRANCISCO J. (FRANK) (francisco.delgado@jsc.nasa.gov); Kennedy, Alan J. (HQ-MC000); [mailto:Alan.J.Kennedy@hq.nasa.gov]; [mailto:Thomas.Moore@osd.af.mil]; 'Moore, Thomas, Mr, OSD-ATL'; 'Davey, Jon (Bingaman)'  
**Subject:** and the very last communication of the day

.Hi All,

Let me summarize what I think has just happened to our company.

In late 1995 we introduce our LandForm synthetic vision system to the market as COTS software product.

In 1997/8 we sell this to NASA and together we are the first people on earth to create a synthetic vision flight guidance system for a remotely piloted vehicle. Starting in 1998 the X38 is captive carried and test flown using this system. We documented our success in the attached document written in 1998 and published in early 1999. It was my privilege to be at Edwards when it happened, and is the highlight of my career until the program is cancelled in 2002.

We go on and demonstrate that our software can be used as pilot aid to other UAVs including Predator, Shadow, Tern, and many more. We receive no interest in this application, but instead they use it for sensor operator stations. It is a commercial success and people say good things about it. It is sold to mostly to a commercial UAV manufacturer named AAI Corporation. Many tests are done and the military guys all like it.

In 1999 the patent office issues a patent to a former Atari employee named Margolin for a Synthetic Environment for Remotely Piloted Vehicle. He had evidently applied for it in 1996. Shortly thereafter he begins to complain to NASA that they and RIS infringed upon his patent presumably by flying a system 2 years before he received his patent. Is this a joke?

In 7 years he never so much as asked RIS about using his technology. Margolin as best I can tell never built this system and never test flew it. Can't say as I blame him because his system looks to me like a crater looking for an address. It cannot be safely operated in the form patented (no autopilot). No one is even stupid enough to build it this way, not even him.

Sometime after that, I am alerted to the patent. I read it, but since there are major differences in the way X-38 worked with our software, I felt strongly that we had not infringed. I provide this information, plus evidence of prior art to NASA legal counsel. I am troubled because really I can't see how his system could fly because it would fail during link loss

Margolin also had a patent on synthetic vision for manned aircraft (if you can imagine) and we found copious prior art for that. I am also troubled because I never hear that the request for reexamination has been sent in by NASA.

Last week I received an email from Optima technology group threatening (thinly veiled) to destroy our relationships with our customers and sue us if we don't license their technologies. We explain that we do not sell software for use in piloting unmanned aerial vehicles any more owing to insurance which is true. We had demonstrated this in the past, but there really is not much market that we could see. We also explained that we had not infringed and why we thought we had been respectful of their patent, but they just tried to make it look like we infringed. But we did not.

They know we cannot withstand the onslaught of their lawsuits, even though we are clearly and obviously not guilty of infringement. They think that we will have to fold and accept their license, but we cannot do this because they are legal blackmailers, and because they are selling defective technology. If we give in, then they will just destroy some other little companies they way they did ours. And we cannot let anyone pay them off for us, because that just gives them funds to go destroy another company. For many years our company has tried to provide an innovative product with an excellent value and never compromise our integrity. I cannot let this nonsense bring that to an end by pretending that we are licensing technology when what they are selling is a fraud.

When I asked politely if their system has ever been tested Mr. Adams simply tells us to go get a lawyer, he is referring the matter for filing. I felt that it was not unreasonable to ask to know this but it really made him furious. Anyway I told him to tell it to our lawyer Mr. Ben Allison of Sutinfirm with whom I shall meet tomorrow. Tonight they said that they will issue a cease and desist order, which I believe means that we will be unable to sell our software anymore which will destroy our income stream and that will be it. I can't waste anymore time on this now. It is time for me to get back to work on things that matter for our users.

I have a docs appointment tomorrow at 8-10 local time. I had throat surgery recently so I really can't talk and frankly I find I tend to break into tears very frequently when I try to do so. But I want you all to know that I will stand firm until it is over. What would the soldiers who have used our software in combat think of me if I gave ground? Then bring it on.

I know it sounds bad for us right now, but remember that whatever happens to us no one can take away the honor and the privilege of working with NASA, the OSD, and all the other completely excellent people with whom we have worked.

Mike Abernathy  
Rapid Imaging Software, Inc.

Attached are the other communications from them.

---

**From:** Robert Adams [mailto:robert.adams@rapidimaging.com]  
**Sent:** Monday, September 25, 2006 3:51 PM  
**To:** 'Mike Abernathy'  
**Subject:** RE: license

(b)(6)

Mike,

Let me try and be clear, all such development at OTG on behalf and or/or by our licensee is covered by NDA's and thus our company can be sued should we violate such agreements. As to your company's infringement of our patents, since that was clearly not covered by a NDA with us; please provide said information in detail:

1. Other than those items listed at your website and NASA's, what other projects did you do that infringed on our invention? If so when, where, and how?
2. Who at NASA flight-tested your product that used our invention? Please provide us with the name of the Pilot in Command, the responsible Flight Test Engineer, the model and block number of the vehicle and GCS, and the range or location at which such testing might have taken place with NASA and others. Also, indicate the dates of such testing. If flight test reports are available, as well please provide them to us.

Mike, I have no time to play games with someone who clearly infringes and thinks nothing of respecting our IP.

I will forward said matter to our legal department for further research and filing in accordance with the Federal laws. Please have your legal IP counsel contact our attorneys.

Robert Adams

---

From: Delgado, Francisco J. (JSC-ER2)  
Sent: Monday, September 25, 2006 1:12 AM  
To: Mike Abernathy; Fein, Edward K. (JSC-AL)  
Subject: RE: Rapid Imaging Software, Inc. patent infringement

Please work with Mr. Fein on a time to call. I can 'sneak' away from any activity tomorrow to join a conference call.

thanks,

Frank

---

From: Mike Abernathy [REDACTED]  
Sent: Sun 9/24/2006 6:38 PM  
To: Fein, Edward K. (JSC-AL); Delgado, Francisco J. (JSC-ER2)  
Subject: Rapid Imaging Software, Inc. patent infringement

b(6)

Gentlemen,

I strongly believe that these two patents are defective, but more important I feel strongly that NASA and RIS did not infringe either one of them, in spite of these accusations.

I would like to ask for your help urgently since these people are threatening to sue us and since they have falsely accused us of infringement.

I therefore would like to ask both of you to read my letter attached below which has been sent to Mr. Adams, to make sure that I am stating things properly. Would it be possible for me to call you tomorrow on the phone?

Mike Abernathy

Rapid Imaging Software, Inc.

---

From: Mike Abernathy [REDACTED]  
Sent: Sunday, September 24, 2006 5:29 PM  
To: 'Robert Adams'  
Subject: RE: [Norton AntiSpam] Rapid Imaging Software, Inc. patent infringement

b(6)

# Exhibit O



State of California  
Bill Jones  
Secretary of State

STATEMENT BY DOMESTIC STOCK CORPORATION

Filing Fee \$20.00 - If Amendment, See Instructions

IMPORTANT - Read Instructions Before Completing This Form

1. CORPORATE NAME: (Do not alter if name is preprinted.)  
OPTIMA TECHNOLOGY CORPORATION

C1565687

ENDORSED - FILED  
in the office of the Secretary of State  
of the State of California

MAR 01 2002

BILL JONES, Secretary of State

This Space For Filing Use Only

IF THERE HAS BEEN NO CHANGE IN ANY OF THE INFORMATION CONTAINED IN THE LAST STATEMENT BY DOMESTIC STOCK CORPORATION ON FILE WITH THE CALIFORNIA SECRETARY OF STATE, CHECK THE BOX AND PROCEED TO ITEM 12.

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
2102 Business Center Drive	Irvine, California	92612
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	ZIP CODE
2102 Business Center Drive	Irvine	92612
4. MAILING ADDRESS	CITY AND STATE	ZIP CODE
2102 Business Center Drive	Irvine, CA	92612

LIST THE NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS: (The corporation must have these three officers. The appropriate title for the officer may be added, but do not alter or obliterate the form.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
Robert Adams	2102 Business Center Drive	Irvine, California	92612
6. SECRETARY	ADDRESS	CITY AND STATE	ZIP CODE
Bary Eisler	2102 Business Center Drive	Irvine, California	92612
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
Reza Zandian	2102 Business Center Drive	Irvine, California	92612

LIST THE NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS. (The corporation may have one or more directors.)

8. NAME	ADDRESS	CITY AND STATE	ZIP CODE
Robert Adams	2102 Business Center Drive	Irvine, California	92612
9. NAME	ADDRESS	CITY AND STATE	ZIP CODE
Bary Eisler	2102 Business Center Drive	Irvine, California	92612
10. NAME	ADDRESS	CITY AND STATE	ZIP CODE
Reza Zandian	2102 Business Center Drive	Irvine, California	92612

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: None

12. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS:  
 AN INDIVIDUAL RESIDING IN CALIFORNIA  
 A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 1505  
AGENT'S NAME: CI@s Information Services  
800-952-5696 916-564-7800

13. ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY ZIP CODE  
1125 River Park Drive, Suite 110, Sacramento CA 95815-4508

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
Development of Data Storage Solutions and Software

15. THIS STATEMENT IS TRUE, CORRECT AND COMPLETE.

TYPE OR PRINT NAME OF OFFICER OR AGENT SIGNATURE TITLE DATE



**State of California**  
**Kevin Shelley**  
**Secretary of State**  
**STATEMENT OF INFORMATION**  
 (Domestic Stock Corporation)

**E-039556**

FILED  
 SACRAMENTO, CALIF.

Jan - 30 2004

*Kevin Shelley*  
**Kevin Shelley**  
 Secretary of State

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**FEES (Filing and Discharge): \$250.00**  
**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

1. CORPORATE NAME: (Please do not enter if name is preprinted.)

C1565687  
 OPTIMA TECHNOLOGY CORPORATION  
  
 OPTIMA TECHNOLOGY CORP.  
 2102 BUSINESS CENTER DRIVE  
 IRVINE, CA 92612

**CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502)**  
 2.  CHECK HERE IF THE CORPORATION IS PUBLICLY TRADED. IF PUBLICLY TRADED, COMPLETE THIS STATEMENT OF INFORMATION AND THE CORPORATE DISCLOSURE STATEMENT (FORM SI-PTSUPP). SEE ITEM 2 OF INSTRUCTIONS.

**COMPLETE ADDRESSES FOR THE FOLLOWING (Do not enter the name of the City. Items 3 and 4 cannot be PO Boxes.)**

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
2102 BUSINESS CENTER DRIVE IRVINE, CA 92612		
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE ZIP CODE
5. MAILING ADDRESS	CITY AND STATE	ZIP CODE
OPTIMA TECHNOLOGY CORP. 2102 BUSINESS CENTER DRIVE IRVINE, CA 92612		

**NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this statement must not be altered.)**

6. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
BARRY EISLER	2102 BUSINESS CENTER DRIVE	IRVINE, CA	92612
7. SECRETARY/	ADDRESS	CITY AND STATE	ZIP CODE
BARRY EISLER	2102 BUSINESS CENTER DRIVE	IRVINE, CA	92612
8. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
JACK GEERING	2102 BUSINESS CENTER DRIVE	IRVINE, CA	92612

**NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)**

9. NAME	ADDRESS	CITY AND STATE	ZIP CODE
JACK GEERING	2102 BUSINESS CENTER DRIVE	IRVINE, CA	92612
10. NAME	ADDRESS	CITY AND STATE	ZIP CODE
11. NAME	ADDRESS	CITY AND STATE	ZIP CODE

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTIONS, IF ANY:  
 AGENT FOR SERVICE OF PROCESS  
 \* If an individual, the agent must reside in California and Item 14 must be completed with a California address.  
 \* If another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.

13. NAME OF AGENT FOR SERVICE OF PROCESS  
 CL@S INFORMATION SERVICES

14. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

CITY	STATE	ZIP CODE

**TYPE OF BUSINESS**  
 15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
 FOREIGN HOLDING COMPANY

16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

JACK GEERING	CFO	01/30/2004
TYPE OR PRINT NAME OF OFFICER OR AGENT	SIGNATURE TITLE	DATE
		APPROVED BY SECRETARY OF STATE



**State of California**  
**Kevin Shelley**  
**Secretary of State**  
**STATEMENT OF INFORMATION**  
**(Domestic Stock Corporation)**

**E-074367**

FILED  
 SACRAMENTO, CALIF.

Sep - 16 2004

*Kevin Shelley*  
**Kevin Shelley**  
**Secretary of State**

This Space For Filing Use Only

**FEES (Filing and Disclosure): \$20.00. For amendments, see instructions.**

**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

1. CORPORATE NAME: (Please do not alter if name is preprinted.)

C1565687  
 OPTIMA TECHNOLOGY CORPORATION  
  
 ROBERT ADAMS  
 2102 BUSINESS CENTER DRIVE  
 IRVINE, CA 92612

**CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502)**

2.  CHECK HERE IF THE CORPORATION IS PUBLICLY TRADED. IF PUBLICLY TRADED, COMPLETE THIS STATEMENT OF INFORMATION AND THE CORPORATE DISCLOSURE STATEMENT (FORM SI-PTSUPP). SEE ITEM 2 OF INSTRUCTIONS.

**COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be PO Boxes.)**

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 2102 BUSINESS CENTER DRIVE IRVINE, CA 92612	CITY AND STATE	ZIP CODE
--	----------------	----------

4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 2102 BUSINESS CENTER DRIVE IRVINE, CA 92612	CITY	STATE	ZIP CODE
---	------	-------	----------

5. MAILING ADDRESS ROBERT ADAMS 2102 BUSINESS CENTER DRIVE IRVINE, CA 92612	CITY AND STATE	ZIP CODE
--	----------------	----------

**NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted title on this statement must not be altered.)**

6. CHIEF EXECUTIVE OFFICER/ ROBERT M ADAMS, JR 2102 BUSINESS CENTER DRIVE IRVINE, CA 92612	ADDRESS	CITY AND STATE	ZIP CODE
---	---------	----------------	----------

7. SECRETARY/ BARRY EISLER 2102 BUSINESS CENTER DRIVE IRVINE, CA 92612	ADDRESS	CITY AND STATE	ZIP CODE
---	---------	----------------	----------

8. CHIEF FINANCIAL OFFICER/ BARRY EISLER 2102 BUSINESS CENTER DRIVE IRVINE, CA 92612	ADDRESS	CITY AND STATE	ZIP CODE
---	---------	----------------	----------

**NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)**

9. NAME ROBERT M ADAMS, JR 2102 BUSINESS CENTER DRIVE IRVINE, CA 92612	ADDRESS	CITY AND STATE	ZIP CODE
---	---------	----------------	----------

10. NAME	ADDRESS	CITY AND STATE	ZIP CODE
----------	---------	----------------	----------

11. NAME	ADDRESS	CITY AND STATE	ZIP CODE
----------	---------	----------------	----------

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTIONS, IF ANY:

**AGENT FOR SERVICE OF PROCESS**

\* If an individual, the agent must reside in California and item 14 must be completed with a California address.  
 \* If another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and item 14 must be left blank.

13. NAME OF AGENT FOR SERVICE OF PROCESS ROBERT M ADAMS, JR
--

14. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 2102 BUSINESS CENTER DRIVE IRVINE, CA 92612	CITY	STATE	ZIP CODE
--	------	-------	----------

**TYPE OF BUSINESS**

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION SOFTWARE COMPANY
--

16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT

ROBERT M ADAMS, JR	CEO	09/16/2004
TYPE OR PRINT NAME OF OFFICER OR AGENT	SIGNATURE	TITLE
		DATE

05-204406



# State of California Secretary of State

## STATEMENT OF INFORMATION (Domestic Stock Corporation)

42

FEDS (Filing and Disclosure): \$22.00. If amendment, see instructions.

**IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

1. **CORPORATE NAME** (Please do not enter if name is preprinted.)

Opems Technology Corporation

C 1565 687

**FILED**  
In the office of the Secretary of State  
of the State of California

APR 21 2005

*Agent Proc 5/28/05*  
This Space For Filing Use Only

**DUE DATE:**

**CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1)**

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

**COMPLETE ADDRESSES FOR THE FOLLOWING:** (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
2222-222 Michelson Drive	Irvine, CA	92612
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE ZIP CODE
2222-222 Michelson Drive	Irvine	CA 92612

**NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS:** (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the prescribed title on this form must not be altered.)

4. CHIEF EXECUTIVE OFFICER	ADDRESS	CITY AND STATE	ZIP CODE
Robert M. Adams, Jr.	2222-222 Michelson Drive	Irvine, California	92612
5. SECRETARY	ADDRESS	CITY AND STATE	ZIP CODE
Robert M. Adams, Jr.	2222-222 Michelson Drive	Irvine, California	92612
6. CHIEF FINANCIAL OFFICER	ADDRESS	CITY AND STATE	ZIP CODE
Robert M. Adams, Jr.	2222-222 Michelson Drive	Irvine, California	92612

**NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS** (The corporation must have at least one director. Attach additional pages, if necessary.)

7. NAME	ADDRESS	CITY AND STATE	ZIP CODE
Robert M. Adams, Jr.	2222-222 Michelson Drive	Irvine, California	92612
8. NAME	ADDRESS	CITY AND STATE	ZIP CODE
9. NAME	ADDRESS	CITY AND STATE	ZIP CODE

10. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**AGENT FOR SERVICE OF PROCESS** (If the agent is an individual, the agent must reside in California and Item 12 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 12 must be left blank.)

11. NAME OF AGENT FOR SERVICE OF PROCESS: Robert M. Adams, Jr.			
12. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
2222-222 Michelson Drive	Irvine	CA	92612

**TYPE OF BUSINESS**

13. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
software and hardware technology

14. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

Robert M. Adams, Jr.

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

*Robert M. Adams, Jr.* CEO

SIGNATURE

TITLE

April 15, 2005

DATE

APPROVED BY SECRETARY OF STATE



# Exhibit P

# Cos Angeles Times

LOCAL NEWS WORLD BUSINESS SPORTS ENTERTAINMENT HEALTH STYLE TRAVEL OPINION SHOP

BREAKING PHOTOS VIDEO CRIME OBITUARIES WEATHER TRAFFIC CROSSWORDS SUDOKU HOROSCOPES APPS

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## LOS ANGELES : Judge Dismisses Charges in IBM Computer Deal

July 07, 1993

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A federal judge Tuesday dismissed wire fraud charges against two men accused of bilking the world's biggest computer company out of \$300,000 by shipping a sophisticated computer system to Iran.

U.S. District Judge Edward Rafeedie threw out the charges against Reza Zandian, 41, of Irvine, and Charles Reger, 58, of Huntington Beach.

Prosecutors alleged that Zandian and Reger bought a \$1.2-million computer from International Business Machines Corp. and got a \$300,000 discount because the seller believed the buyers planned to use the system themselves. But Rafeedie, acting on a defense motion, found there was insufficient evidence to send the case to a jury.

The judge's decision marked the final stage in a slowly crumbling case against the two men, who were indicted Jan. 22 for violating export laws and lying to the U.S. Customs Service. Prosecutors dropped those charges last week, apparently for lack of evidence, so that the men were facing single counts of wire fraud.

In granting the defense motion, Rafeedie called the remaining counts a "desperate attempt" by the government to salvage its case. Reger said the judge "basically said this is crap. That's what it boils down to." Los Angeles attorney Alan Rubin, who represented Reger, said Rafeedie's decision "took a lot of courage."

Email Share g+1 0 Tweet 0 Recommend

## FEATURED



'The Dallas Buyers Club,' the AIDS film no one wanted to make

ORANGE COUNTY  
Los Angeles Times

# Judge Drops Export Case Against O.C. Firm

■ **Courts:** Federal agents alleged a scheme to illegally ship a powerful computer to Iran.

By DEAN TAKAHASHI  
TIMES STAFF WRITER

**COSTA MESA**—Saying prosecutors failed to present a solid case, a federal judge Tuesday dismissed allegations that an Orange County company plotted to illegally export a mainframe computer to Iran.

U.S. District Judge Edward Rafeedie in Los Angeles dismissed a single charge of wire fraud against Iran Business Machines, a Costa Mesa import-export business that was barred from doing international business earlier this year.

"I'm glad it's over," said Charles Reger, general manager

for the company, which is owned by Reza Zandian. "They didn't have a case, and the judge threw it out."

Federal export control officials alleged that Iran Business Machines illegally plotted to ship an International Business Machines Corp. ES9000 mainframe computer, which can handle the processing demands of a medium or large business, to Iran's Ministry of Agriculture.

Federal law prohibits the unlicensed export of powerful computers to countries such as Iran that do not have friendly relations with the United States. Agents feared that Iran could use the machine for military purposes.

The company said it had originally planned to export the computer to Iran under a United Nations program. But the export license for the shipment was denied and the company subsequently planned to send the machine to its Paris office, said Reger, a Huntington Beach resident.

Please see IRAN, D9

## IRAN

Continued from D1

Prosecutors alleged that Iran Business Machines intended to ship the computer from Paris to Iran, but Reger said Tuesday that the company had no such plans.

In January, federal agents alleged that the company had on three occasions violated the Export Administration Act, with each charge carrying a maximum 10-year jail sentence and \$250,000 fine. The company was subsequently charged with wire fraud, or perpetrating fraud via phone lines.

In April, the Commerce Department banned the company, Reger and Zandian from doing business overseas. The export-law violation charges were later dropped by federal prosecutors, leaving only a charge that Iran Business Machines had defrauded IBM about its intended use of the computer.

After the U.S. attorney's office finished presenting its evidence Tuesday, Rafeedie granted a motion by the company's attorneys to dismiss the case. In granting the defense motion, Rafeedie called the remaining counts a "desperate attempt" by the government to salvage its case.

"The defense never had to put on its case," said Richard Marmaro, an attorney for the company.

Assistant U.S. Atty. Daniel Goodman, who prosecuted the case, was unavailable for comment. Brooks Ohlson, special agent in charge of the Commerce Department's Export Enforcement Office in Southern California, said he was not aware of the dismissal. But he said that the company could still be permanently barred from export activity under the agency's administrative procedures.

Marmaro said he hopes the Commerce Department will drop any attempt at a permanent export ban.



# Iran Business Machines cleared of illegal exporting

**TRADE:** Federal prosecutors fail to prove that the Costa Mesa firm tried to ship a computer to Iran.

By **ELLIOT BLAIR SMITH**  
The Orange County Register

Iran Business Machines was cleared Tuesday of federal charges that the Costa Mesa exporter had attempted to ship a powerful International Business Machines Corp computer to Iran.

U.S. District Judge Edward

Rafeedie ordered the acquittal after prosecutors rested their case. He polled jurors, and 10 of 12 agreed that the prosecution failed to prove its argument.

"We were very relieved. This has been a nightmare for seven months," said Charles Reger, general manager of Iran Business Machines, which is owned by Iranian Reza Zandian.

Prosecutors were unavailable for comment.

In January, a federal grand jury indicted Reger and Zandian on three counts of conspiracy, lying and attempted export of a controlled commodity. Iran is restricted under the National De-

fense Authorization Act of 1992 from receiving any but low-level technology exports.

In April, prosecutors dropped the initial charges but added a fourth count of wire fraud.

Reger admits that Iran Business Machines acquired the \$1.4 million IBM ES 9000 and arranged to ship it to Paris. The computer is believed capable of assisting in the development of weapons of mass destruction.

The case initially was brought by the U.S. Commerce Department's Irvine-based Office of Export Enforcement, which regulates the export of sensitive technology products.

# Key player in REG takeover is former Drexel merger chief

**DEALS:** Leon D. Black is making millions buying debt-burdened companies.

By **RONALD CAMPBELL**  
The Orange County Register

Five years ago, Leon D. Black was riding a junk-bond-powered wave of corporate takeovers to wealth.

The tide has shifted, and today Black is making more millions buying debt-burdened companies. He played a key role in the takeover Tuesday of Irvine-based Restaurant Enterprises Group. His company, Apollo Advisers, split REG with another Los Angeles investment company, Leonard Green & Partners, and with Jack in the Box parent Foodmaker Inc.

Black was chief of mergers and acquisitions for Drexel

Burnham Lambert during the late 1980s. Drexel was the best-known promoter of high-yield, high-risk junk bonds to finance corporate takeovers. Black collected a \$16.6 million bonus from Drexel in 1990, shortly before the company slid into bankruptcy.

Now Drexel is gone, and many of the companies that embraced the junk-bond gospel are swimming in debt.

Enter Black and Apollo. During the past two years, Apollo has purchased the bonds of several troubled companies at a steep discount, sometimes using bankruptcy reorganizations to convert those debts into controlling stakes.

Besides REG, Apollo has large debt or stock holdings in producers of children's clothing, kosher chicken and dental supplies. Sometimes it has allied itself with a company's current managers or with other deal makers.

Sometimes it has had to fight others for control.

Ripples from the 1990 collapse of the junk-bond market gave Apollo its opening. For example, when Executive Life Insurance Co. collapsed in 1991, Apollo snapped up part of the company's huge junk-bond portfolio for a reported 29 cents on the dollar.

That single deal put Apollo in position to control E-II Holdings Inc., parent of Samsonite Luggage, Culligan water softener and MacGregor apparel. E-II Holdings is now in bankruptcy court, where Black appears to have the upper hand in a battle with Carl Icahn for control.

Apollo also holds a big stake in Interco, the St. Louis-based Converse sneaker and furniture manufacturer. Interco has sloshed in debt since the late 1980s, when it borrowed heavily to beat a Drexel-managed takeover bid.

# REG: Foodmaker wins control of Irvine firm

FROM 1  
than \$4 billion in investments and has been one of REG's biggest bondholders — probably will be

financial officer, said REG would be put into bankruptcy later this

time that he planned to turn

## HEAL

## Insur cons

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By **ROB PEREZ**/Th

# Exhibit Q

essages are published with permission of the sender. The general topic of this message is Homeland Security:

Subject:  
Reza Zandian, a known terrorist and criminal,

To:  
President George Bush

October 14, 2005

October 14, 2005

To Whom It May Concern:

Regarding: Reza Zandian, a.k.a Golamreza Zandianjazi, et al.  
Sir/Madam,

I would like to know why the U.S. Government continues to allow Reza Zandian, a known terrorist and criminal, to continue his operations in the United States (see attached Homeland Security email from Mark Cutchen).

In 1993, Zandian and his partner, Charles Reeger, were first arrested for attempting to export a main frame computer to Iran with the intent to complete their missile system in order to destroy Israel.

Zandian and Reeger were arrested during the export attempt, as IBM was working with U.S. Customs, and both were jailed. My attorneys tell me that the charges were then dismissed by a judge due to the government's failure to follow procedure and document proper evidence.

In 1995, U.S. Customs got smart and banned Zandian from the United States, from owning a U.S. company, and exporting from the U.S. for ten years.

It was around that time that Zandian set up a fake Swiss company, Emfaco, to hide his ownership of his key company, Optima Technology Corporation; a company based in the U.S. While hiding his ownership of Optima, he laundered money through the company from 1995-1999 for terrorists in Iran.

Zandian kept his ownership of Optima hidden until 2002 when he sold the company to Robert Adams, myself (who worked as CEO of Optima from 2001-2002) and investors.

I state that Zandian lied to me and used me to get a U.S. Visa. He said he would sell me a bankrupt company, Optima Technology Corp.; he knew I felt it had great

◆Brand,◆ and in exchange, I was to get him a working Visa. Zandian told me he would have his attorney do all the paperwork. He stated that by doing it this way, I would not be lying on the papers as he owned Emfac and thus owned Optima Technology Corporation still hiding his ownership from U.S. Customs. Zandian was the one lying and not I as he would take the heat if anything came up he said. I warned him that he better not be

◆screwing me over◆ as I have a long Navy & Reserve career, am in good standing, and would never do anything to jeopardize that.

During the time I worked for Zandian, 2001-2002, he made countless attempts to have me import and export main frame computers and unknown products to France, China and Iran. I say ◆unknown◆ because Zandian refused to provide export manifests unless I first agreed to the amount of money he was to pay to me. I refused all attempts by him to export these unknown containers to Asia, France and Iran.

It was also during this time that I found out how much hatred Zandian had for the United States due to his prosecution by the U.S. government in 1995. Several times, during social occasions, he claimed to be part of a terrorist group aiding his home country, Iran. He even showed me a copy of one of his 12-15 passports. (See attached copy of said Iranian passport.)

After discovering the true ownership of Optima from 1995 - 2002 and details noted previously regarding Zandian, I reported the information to the local and federal authorities; all to no avail.

In 2002, I found out from Homeland Security that Zandian had set up a fake California company, Optima Technics, using my Social Security number and personal information. An investigation by Homeland Security and myself, found out that Zandian did this in order to obtain a Federal Tax ID number (TIN).

Zandain used that TIN number to import containers into Long Beach, CA that he purported to contain millions of dollars worth of printing equipment, under then name of ◆Optima,◆ not Optima Technics (see attached documents from shipper).

Zandain then shipped only two of the twenty or so containers to a fake address in Las Vegas, Nevada, however, at the last minute, he had them both diverted to a different address. Both of the containers contained some type of radioactive material. Zandain then hid them at his friend◆s shopping center, under a real company name, and without the permission of the owner (see

attached docs).

The remaining containers were left at the port storage yard in Long Beach. Homeland Security checked them and proved they contained only worthless obsolete equipment.

I now understand that the two empty containers were found in Las Vegas and showed signs of radioactivity. Zandain has not surfaced and is in hiding from the government before he enacts his of sadistic revenge on Las Vegas and the US Government.

What I want to know is why our government has not taken action to rid the U.S. of this terrorist before he kills everyone in Las Vegas.

I can be reached for comment at my direct number 949-981-9208 and/or through my attorneys Mark Adams of **SAMUELS, GREEN, STEEL & ADAMS, LLP** (949) 263-0004

Sincerely

Robert Adams ♦ Owner of Optima Technology Corp.  
an loyal Concerned US Citizen

Irvine , CA

### Related Issue Alerts:

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  - ♦ [ACTION ALERT: USA PATRIOT ACT REAUTHORIZATION](#) - League of Women Voters
  - ♦ [\\$200 Million Can Save a Lot of Lives - RESULTS](#)
  - ♦ [Send message to congressional leaders: Make anti-torture language the law!](#) - Unitarian Universalist Service Committee
- [more action alerts...](#)



Main Identity

From: "Kerrie Supanich" <supanich@westwendovercity.com>  
To: <omelville@westwendovercity.com>  
Sent: Tuesday, September 07, 2004 10:21 AM  
Attach: Reza-PR-final.pdf  
Subject: Fw: Recent press release that may effect your area

1-15-52  
REZA ZANDIAN  
DATE OF BIRTH

----- Original Message -----

From: Robert Adams  
To: supanich@westwendovercity.com  
Cc: ksupanich@westwendovercity.com  
Sent: Thursday, September 02, 2004 5:51 PM  
Subject: Recent press release that may effect your area

ADAMS

Sir/Madam,

Should you come into contact with a Mr. Reza Zandian, please notify your local police department and have them contact, Special Agent William McLane 819-744-4600-Homeland Security, or Special Agent Richard Weir 849-251-8722 and Earl Astrada 849-251-9001 Special Agent with U.S. Department of Commerce, Bureau of Export Enforcement.

We are bringing this information to your city as we read a recent item that a Reza Zandian was operating in your area and that a reward is offered for this person's arrest.

<http://www.nlwr.com/intro.html>

<http://www.elkpodaily.com/articles/2004/03/04/news/local/news1.txt>

Thank you

Robert Adams  
CEO, Optima Technology  
[www.optimatech.com](http://www.optimatech.com)  
949-951-8208 Direct  
949-478-0515 ext. 114  
949-478-0813 Fax

949-951-92-8  
981

Simply Smarter Storage & Encryption Software Solutions Since 1990!

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(649) 744-4880  
Tim Tim

Mr. Adams:

for your information, "MR. Reza Zandian"  
is presently residing at the address  
below:

Lives:  
on the  
14th  
Floor

Tower 8775  
Lajolla Village Dr.  
Costa Verde Blvd. 92037

(Right across from  
Marriott Hotel  
at 4240 Lajolla Village Dr.

TO: RA  
@Reza  
FM: Chris Melville

**Main Identity**

**From:** "Kerrie Supanich" <supanich@westwendovercity.com>  
**To:** <cmelville@westwendovercity.com>  
**Sent:** Tuesday, September 07, 2004 10:21 AM  
**Attach:** Reza-PR-final.pdf  
**Subject:** Fw: Recent press release that may effect your area

----- Original Message -----

**From:** Robert Adams  
**To:** [lbrown@westwendovercity.com](mailto:lbrown@westwendovercity.com)  
**Cc:** [ksupanich@westwendovercity.com](mailto:ksupanich@westwendovercity.com)  
**Sent:** Thursday, September 02, 2004 5:51 PM  
**Subject:** Recent press release that may effect your area

Sir/Madam,

Should you come into contact with a Mr. Reza Zandian, please notify your local police department and have them contact, Special Agent William McLane 619-744-4600-Homeland Security, or Special Agent Richard Weir 949-251-8722 and Earl Astrada 949-251-9001-Special Agent with U.S. Department of Commerce, Bureau of Export Enforcement.

We are bringing this information to your city as we read a recent item that a Reza Zandian was operating in your area and that a reward is offered for this person's arrest.

<http://www.niwr.com/intro.html>

<http://www.elkodaily.com/articles/2004/03/04/news/local/news1.txt>

Thank you

Robert Adams  
CEO, Optima Technology  
[www.optimatech.com](http://www.optimatech.com)  
949-981-9208 Direct  
949-476-0515 ext. 114  
949-476-0613 Fax

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9/14/04

02654

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Hotmail



Today

Mail

Calendar

Contacts

koroghli@msn.com

Reply | Reply All | Forward | Delete | Junk | Put in Folder | Print View | Save Address

From : Robert Adams <radams@optimatech.com>

Inbox

Sent : Tuesday, September 6, 2005 4:55 PM

To : <Koroghli@msn.com>

CC : "Matt Bahrami" <mbahrami25@hotmail.com>

Subject : Thanks you for your time and the meeting Friday Ray, it was good to meet you

Attachment : IndexofRezaZandianDocuments.doc (0.03 MB), Doc04002.pdf (0.48 MB), ADoc.pdf (0.03 MB), passport.TIF (0.02 MB), Reza-02-Agee.pdf (0.05 MB), Reza\_OptimaVisa.pdf (0.05 MB), 996-11-20040113082709.pdf (0.16 MB)

Ray,

It was good meeting with you last Friday, by partner Matt and I now begin to understand the complete devastation and destruction that Zandain has caused.

I met with Mark Cutchen today at my attorneys office, once comment he made was that he agrees we should team up against Zandain through the use of my attorneys since they can file for all of you and the others in Las Vegas against Zandain.

The other idea that you came up with to get Zandain to Reno, Mark will look into that and get back to me this week.

In the mean time I will forward you some docs you may be interested in.

The 966-11 document is the fake company that Zandian setup under my name without me knowing anything about it and then used it to get a FED TAX id number to import the containers under a fake Optima as you can see even though its Optima Technics dba Image line graphics.

Fred and yours interest in the case will nail Zandain so that he is stopped and is jailed forever Mark says.

As I told you Optima has enough on our hands with the patent lawsuit that we are winning an money is very very tight, all our money goes into that lawsuit. That's why we drove out verse taking a plane to see you last Friday.

I am even considering right now to refi my home to its max just to get the last 100-150K to get us to the Feb - 06 trail if need be.

Once we win this lawsuit. I told Matt that we need to have you help guide us in investing our money (80-150 Million) in land deals as both Matt and I have never invested into those types of deals.

Thank you

Robert Adams  
CEO, Optima Technology  
www.optimatech.com  
949-981-9208 Direct  
949-476-0515 ext. 112  
949-476-0613 Fax

Simply Smarter Storage & Encryption Software Solutions Since 1990!

# Exhibit R

# VOLUNTARY STATEMENT

Page 1 of 4 Pages.

NAME: Margolin Jed

DOB: [REDACTED]

ADDRESS: Last [REDACTED] First [REDACTED] Middle [REDACTED]

SOC: [REDACTED]

[REDACTED]

PHONE: [REDACTED]

DATE 2/6/2008 PLACE [REDACTED]

TIME STARTED 12/12/2007 M

Please see attached statement and accompanying documents.

[Lined area for statement content]

This statement was completed at \_\_\_\_\_ M. on the 6<sup>th</sup> day of February, 2008

WITNESS: Monique Cruise

Jed Margolin  
Signature of person giving voluntary statement

WITNESS: \_\_\_\_\_

SEENA, NEVADA PRINTING, CARSON CITY, NV

02436

2136

40(6)

Attachment to Voluntary Statement  
Storey County Sheriff Report, Case #07-1668

Jed Margolin

**[REDACTED]** (Virginia City Highlands)

On Wednesday morning, December 12, 2007 I was checking the status of one of my patent applications pending at the U.S. Patent and Trademark Office (USPTO) when I discovered that assignment papers had been filed for four patents that had already been issued:

**U.S. Patent 5,566,073 Pilot Aid Using A Synthetic Environment**

**U.S. Patent 5,904,724 Method and Apparatus For Remotely Piloting an Aircraft**

**U. S. Patent 5,978,488 Simulated AM Radio**

**U.S. Patent 6,377,436 Microwave Transmission Using a Laser-Generated Plasma Beam Waveguide**

See *Appendix A* for the USPTO's record of the assignments. I am also attaching copies of the patents.

What caught my attention was that the company named is Optima Technology Corporation (NV).

I have an agreement with Optima Technology Group Inc. (DE) giving them ownership of these patents in return for a percentage of the money received by licensing or selling them, so I have a real interest in who is listed as the Assignee for the patents.

Later in the day during a conversation with Robert Adams, CEO of Optima Technology Group, I mentioned these recently filed assignments. He became concerned because he had not instructed the company's attorneys to file the assignments.

While he called the company's attorneys I called the USPTO Assignment Division to get further information because the assignments say "See Document For Detail" but the documents themselves are not available on the USPTO's web site.

The Assignment Division clerk very kindly agreed to read me the information on the documents instead of making me order them and wait to receive them in the mail. I asked her who filed the assignments. She said, "Reza Zandian." I asked her if the documents had my signature on them. She said that some did not but that at least one did. I informed her that I had not signed any such documents and that this appeared to be an attempt to steal the patents. Her response was that I should order the documents and contact Mr. Zandian and ask him to give the patents back.

Optima Technology Group's attorneys were able to get copies of the documents the next day. See *Appendix B*.

They also found some information on Mr. Zandian.

According to the article by the Wisconsin Project on Nuclear Weapons Control "Iran: Shopping for Missile Technology - *The Risk Report* - Volume 3 Number 1 (January-February 1997)"

In 1993, U.S. federal agents arrested an Iranian citizen, Reza Zandian, and an American, Charles Reeger, for attempting to illegally export one of IBM's most powerful computers, the ES-9000, to Iran. The pair

02437

2137

apparently operated through two small companies in southern California: Lucach Corporation/Computerworld and Iran Business Machines. Commerce Department officials were quoted by the press as saying that the ES-9000 would have been used for Iranian weapon development.

I have attached a copy of the article as *Appendix C*.

The patent assignment documents filed by Mr. Zandian claim the rights to the patents from the Power of Attorney that I gave to Robert Adams in 2004. The Power of Attorney plainly states in section 2.1:

2.1 Signature of Attorney in Fact: *Optima Technology Inc. – Robert Adams, CEO, when acting as my attorney in fact shall use the following form when signing on my behalf pursuant to this Power: “Jed Margolin by Optima Technology, Inc. c/o Robert Adams, CEO his attorney in fact.”*

The assignment documents filed do not contain this statement. They are bogus.

b(6) I have no association with Mr. Zandian or his attorney (listed in the documents as John Peter Lee, Ltd., [REDACTED]).

As Optima Technology Group's attorney, M. Lawrence Oliverio of the law firm of Rissman Jobse Hendricks & Oliverio) puts it:

In summary, one of the documents attached is a copy of a document filed recently (December 5, 2007) with the United U.S. Patent Office bearing a “forged” signature, forged by a Mr. Reza Zandian for purposes of defrauding the Patent Office into believing that Mr. Zandian owns or controls certain patents issued to a Mr. Jed Margolin. Other of the attached documents signed and filed by Mr. Zandian himself also state fraudulently that Mr. Margolin's patents have been assigned to a scam California (or Nevada) corporate entity created by Mr. Zandian. In fact, neither Mr. Zandian nor his scam corporation(s), has any legitimate claim to ownership of any United States patent. Mr. Zandian filed these attached documents in a larger scheme to fraudulently demand money from the legitimate owner of the patents in issue (a legitimate Delaware corporation to which Mr. Margolin assigned the patents).

Because of the serious nature of Mr. Zandian's fraud Optima Technology Group's attorneys have been in contact with FBI. (See *Appendix D* and *Appendix E*). This is not the first time Mr. Zandian has committed fraud. In the case mentioned in the email Optima Technology Group's attorneys document that Mr. Zandian committed “check fraud” by outright and knowingly misrepresenting to Lazo Trucking Company that he had sent them a certified check for \$9,000 and that Lazo had accepted the certified check. In fact Mr. Zandian had deposited the very check for \$9,000 in his own bank account. Mr. Zandian's purpose was to attempt to defraud Lazo Trucking into picking up 12 containers of scrap metal and delivering it to a location in Las Vegas, Nevada. As Optima Technology Group's attorneys explain, “This ‘is’ check fraud, a felony, a crime.” They also document that in Mr. Zandian's dealings with Lazo Trucking he attempted to commit insurance fraud and to coax a third party to commit insurance fraud on his behalf. This is based on the deposition taken of Lazo Trucking's attorney Susan Salisbury and the following testimony at page 74 of Ms. Salisbury's deposition (a full copy of Ms. Salisbury's deposition is attached as *Appendix F*).

- 19 Q Did you believe that if your client  
20 submitted such a claim that it might rise to the  
21 level of fraud?  
22 A Yes. Not on the part of my client but that  
23 it was a fraudulent claim, yes.

Ms. Salisbury's deposition tells the complicated (but riveting) story of how Mr. Zandian tried to defraud her client (Lazo Trucking) and how he, to some extent, succeeded. At some point FBI and Homeland Security became involved because "FBI and Homeland Security believed that Mr. Zandian might be using these containers to disguise other forbidden cargo." (Appendix F, Page 76, line 12.)

Mr. Zandian's attempt to fraudulently get ownership of the patents previously described has also been reported to the San Diego Sheriff Department.

James F. Blanco, Sergeant  
San Diego Sheriff Department  
CATCH Team (Computer And Technology Crime Hi-tech response team)

b(6)

[REDACTED] 101  
[REDACTED] 57  
[REDACTED] 6  
[REDACTED]

It should be noted that at least one of the patents (U.S. Patent 6,377,436 **Microwave Transmission Using a Laser-Generated Plasma Beam Waveguide**) has military applications. The attempted theft of this patent in particular is of especially grave concern to me.

In addition, according to the public record Mr. Zandian is associated with a number of Nevada companies, including (from *Appendix G*):

- Gold Canyon Development LLC - Managing Member
- Lyon Park Development LLC - Managing Member
- Dayton Plaza LLC - Manager
- Stagecoach Valley LLC - Resident Agent

Gold Canyon Development owns 680 acres in Storey County (See *Appendix H*) which he persuaded the County to upzone to Light Industrial for a project that never happened.

I am concerned that Mr. Zandian may be up to some mischief in our County.

Jed Margolin 2-G-2008

Jed Margolin  
VC Highlands, NV





**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

**\*700352576A\***

\*700352576A\*

DECEMBER 10, 2007

PTAS

OPTIMA TECHNOLOGY CORPORATION (NV)  
C/O JOHN PETER LEE LIMITED  
830 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NEVADA 89101

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 5/1-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/05/2007

REEL/FRAME: 020218/0085  
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
MARGOLIN, JED

DOC DATE: 12/05/2007

ASSIGNEE:  
OPTIMA TECHNOLOGY CORPORATION (NV)  
830 LAS VEGAS BOULEVARD SOUTH  
C/O JOHN PETER LEE LIMITED  
LAS VEGAS, NEVADA 89101

SERIAL NUMBER: 08513298  
PATENT NUMBER: 5566073  
TITLE: PILOT AID USING SYNTHETIC REALITY

FILING DATE: 08/09/1995  
ISSUE DATE: 10/15/1996

SERIAL NUMBER: 08587731  
PATENT NUMBER: 5904724  
TITLE: METHOD AND APPARATUS FOR REMOTELY PILOTING AN AIRCRAFT

FILING DATE: 01/19/1996  
ISSUE DATE: 05/18/1999

02444

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**  
 Jed Margolin  
 based on Power of Attorney dated July 20, 2004  
 to: Optima Technology Corporation (CA)

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
 Name: Optima Technology Corporation (NV)  
 Internal Address: c/o John Peter Lee Limited  
 Street Address: 830 Las Vegas Boulevard South  
 City: Las Vegas  
 State: Nevada  
 Country: U.S.A. Zip: 89101

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
 Execution Date(s) December 5, 2007

Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other

**4. Application or patent number(s):**  
 A. Patent Application No.(s)  
 B. Patent No.(s)  
6,568,073  
5,804,724  
6,377,438  
5,978,488

Additional numbers attached?  Yes  No


This document is being filed together with a new application.

**5. Name and address to whom correspondence concerning document should be mailed:**  
 Name: Optima Technology Corporation (NV)  
 Internal Address: c/o John Peter Lee Limited  
 Street Address: 830 Las Vegas Boulevard South  
 City: Las Vegas  
 State: Nevada Zip: 89101  
 Phone Number: 702-382-4044  
 Fax Number: 702-383-9950  
 Email Address: Info@johnpeterlee.com

**6. Total number of applications and patents involved:** 4

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 160.00

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**9. Signature:**   
 Signature  
 Optima Technology Corporation (a California Corporation)  
 Name of Person Signing

**8. Payment Information**  
 a. Credit Card Last 4 Numbers 1004  
 Expiration Date 01/09  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

Date: 12/5/2007

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$160.00 5566073

**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 Margolln 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

Reza Zandian  
Director/Officer Optima Technology Corporation



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UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

-----x

UNIVERSAL AVIONICS SYSTEMS	)	
CORPORATION,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO. CV-00588-RC
	)	
OPTIMA TECHNOLOGY GROUP, INC.,	)	
OPTIMA TECHNOLOGY CORPORATION,	)	
ROBERT ADAMS and JED MARGOLIN,	)	
	)	
Defendant.	)	

-----x

VIDEOTAPED TESTIMONY UNDER OATH OF  
SUSAN D. SALISBURY, ESQ.  
Santa Monica, California  
Friday, January 25, 2008

Reported by:  
SUSAN A. SULLIVAN, CSR #3522, California,  
JOB NO. 15108

### PATENT LICENSE AGREEMENT

This Agreement is made and entered into this 30 day of April, 2004, by and between Optima Technology Corporation ("Optima"), a Delaware corporation, having a perpetual place of business located at 2102 Business Center Drive, Irvine, California 92612, and Soft 77, LLC ("Licensee"), a California corporation, having a place of business at 422 Larkfield Center, Suite 257, Santa Rosa, California 95403.

WHEREAS, Optima is the owner of the entire right, title and interest in and to U.S. letters patent No. 5666531 (the '531 Patent);

WHEREAS, Licensee is desirous of obtaining a non-exclusive license to make, use and sell products covered by the '531 Patent;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and a portion of which is set forth in full below, the parties hereto agree as follows:

1. Optima hereby grants to Licensee a non-exclusive license to make, use, sell and offer for sale products incorporating subject matter covered by the claims of the '531 Patent for the full term of the '531 Patent.

2. As and for a royalty, Licensee shall pay to Optima a sum to be calculated on six percent (6%) of gross sales of product incorporating the subject matter covered by any valid claim of the '531 Patent. Licensee's obligation to pay royalties shall commence on the 271<sup>st</sup> day following the first shipment of a product incorporating subject matter covered by any claim of the '531 Patent, and shall be due quarterly following said first shipment date.

3. This Agreement shall constitute the entire agreement between the parties, except that certain Software Transfer Agreement executed contemporaneously herewith.

4. Optima agrees to indemnify and hold Soft, and its subsidiaries, officers, directors, employees, agents, representatives and distributors harmless from and against any and all claims, liabilities, causes of action or damages (including attorneys' fees) arising out of: (i) any breach or default of this Agreement by Optima or (ii) claim of infringement related to the Patent by a third party.

5. In the event of the discovery of infringement of any patent which is the subject of this Agreement by any third party, Optima, as Licensor, shall have the first option to pursue any suit for infringement by way of trial, settlement or otherwise and shall in such event retain any and all damages recovered. Should Soft participate, at its discretion, financially in the pursuit of any such infringement, then the parties shall divide the proceeds of any recovery from such

(P)

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MICROMAT INC

008

suit whether by way of judgment or settlement in proportion to the financial contribution each has made to the proceedings. Should Optima fail to, or be unable to, participate financially in the pursuit of any infringement action, then Soft shall have the right, at Soft's discretion and expense, to do so; and, in the event of any recovery by way of judgment, settlement or otherwise, Optima shall be entitled to three percent (3%) of the net proceeds of any judgment or settlement. In the event of any infringement, Optima agrees to lend its name to any legal proceedings necessary to pursue infringement and to cooperate in all respects with Soft.

6. This Agreement shall be in full force and effect for a period commencing on the date appearing on page one and ending on the last date of expiration of any valid claim of the Patent.

7. Soft shall keep accurate books of account and records covering all transactions relating to the license hereby granted. Optima reserves the right, at its expense, to conduct during reasonable business hours a confidential examination of Soft's books of account and records with respect to this License.

8. In the case of default or breach of this Agreement, in addition to all other remedies available to it, the non-defaulting party may terminate this Agreement by giving written notice of termination to the defaulting party. If non-payment is the basis of the breach, Soft shall have 15 days to cure the same from the date of written notice from Optima.

9. Termination of this Agreement and the license hereunder shall be without prejudice to any rights which the non-defaulting party may otherwise have against the defaulting party.

10. Each right, power and remedy provided for herein shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein. Resort to any remedies referred to herein shall not be construed as an election of remedies or a waiver of any other rights and remedies to which either party is or may be entitled under this Agreement or under applicable law.

11. The termination of this Agreement, for any cause except breach of Optima's warranties, shall in no way interfere with, affect or prevent the collection by Optima of any and all sums of money due to it immediately prior to the effective date of termination.

12. This Agreement represents the entire agreement between Optima and Soft with respect to a license to use the Inventions and Patent and supersedes all existing contracts or agreements previously executed between said parties, their predecessors, successors or assigns. This Agreement may be modified and amended only in a writing executed by a duly authorized representative of Optima and Soft.



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MICROMAT INC

009

13. Notices and other communications in respect of this Agreement shall be given in writing in English by facsimile, recognized overnight carrier or registered air mail, postage prepaid, to the party entitled thereto to its principal corporate headquarters to the attention of the "President" or to such other address as it may hereafter designate for the purpose:

If to Optima:

Robert Adams  
Optima Technology Corporation  
2102 Business Center Drive  
Irvine, California 92612  
Fax: (949) 478-0618

If to Soft:

Rebecca Smith  
Soft 77, LLC  
422 Larkfield Center, Suite 257  
Santa Rosa, California 95403

14. Invalidation of any provision in this Agreement, whether by adjudication or otherwise, shall not affect the validity of any other provision of this Agreement and all such other provisions shall remain in full force and effect.

15. This Agreement shall be binding upon the successors and assigns of the parties.

16. Either party may in writing waive any default without waiving any other default and the failure of any party to exercise any right, power or remedy upon default shall not be taken as a waiver thereof.

17. This Agreement is made and entered into in the State of California and shall be governed by and interpreted in accordance with the laws of the State of California, and the patent laws of the United States of America.

18. The provisions of paragraphs 4 and 5 shall survive the expiration or termination of this Agreement.



IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

OPTIMA TECHNOLOGY CORPORATION,  
a Delaware corporation

By: [Signature]  
Name: Robert Adams  
Title: CEO

SOFT 77, LLC,  
a California corporation

By: [Signature]  
Name: Rebecca Smith  
Title: President

# 1879150\_v1





# Exhibit S

1 SAMUELS, GREEN, STEEL & ADAMS, LLP  
2 MARK S. ADAMS, State Bar No. 125485  
3 SCOTT R. ALBRECHT, State Bar No. 201614  
4 RYAN N. BURNS, State Bar No. 215939  
5 19800 MacArthur Blvd., Suite 1000  
6 Irvine, California 92612  
7 Telephone: (949) 263-0004  
8 Facsimile: (949) 263-0005

9 Attorneys for Defendant  
10 ROBERT ADAMS

11 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
12 COUNTY OF ORANGE – CENTRAL JUSTICE CENTER

13 EMFACO S.A., a corporation,

14 Plaintiff,

15 v.

16 ROBERT ADAMS, BARRY EISLER, JACK  
17 GEERING, PAUL JONES, and Does 1  
18 through 100, inclusive;

19 Defendants.

CASE NO. 04CC11008

Assigned for all purposes to:  
Judge Peter J. Polos  
Department C33

**DEFENDANT ROBERT ADAMS' SPECIAL  
INTERROGATORIES PROPOUNDED TO  
PLAINTIFF EMFACO, S.A.;  
DECLARATION FOR ADDITIONAL  
DISCOVERY [CCP §2030(C)(1)]**

**[SET NO. ONE]**

Complaint filed November 4, 2004

20 PROPOUNDING PARTY: Defendant ROBERT ADAMS

21 RESPONDING PARTY: Plaintiff EMFACO, S.A.

22 SET NUMBER: One

1 **TO RESPONDING PARTY AND RESPONDING PARTY’S ATTORNEYS OF**  
 2 **RECORD:**

3 Pursuant to California Code of Civil Procedure §2030, Defendant ROBERT ADAMS  
 4 (“ADAMS”) hereby requests that Plaintiff EMFACO, S.A. (“Responding Party”) respond in  
 5 writing under oath within thirty (30) days from the date of service hereof to each of the following  
 6 special interrogatories.

7 **DEFINITIONS**

8 As used herein the following terms which appear in capital letters have the following  
 9 meanings:

- 10 1. The terms "DOCUMENT" and "DOCUMENTS" mean and include ANY printed,  
 11 typewritten, handwritten, graphic or recorded matter of whatever character including but not  
 12 limited to letters, memoranda, telegrams, handwritten notes, books, periodicals, pamphlets,  
 13 reports, records, studies, papers, ledgers, account books, written statements of witnesses or  
 14 persons having knowledge of relevant facts, summaries of meetings or oral  
 15 COMMUNICATIONS, minutes, written agendas, catalogs and brochures, checks, check stubs,  
 16 invoices, bills, statements, receipts, work orders, claims, diaries, calendars, appointment books,  
 17 journals, magnetic disks, magnetic tapes, computer printouts, punch cards, E-Mail or ANY other  
 18 form of the computer readable material or retrievable data stored in ANY computer or computer  
 19 system including carbon or photographic or other types of copies of such material. The term  
 20 "DOCUMENT" includes the definition of "WRITING" as defined in Evidence Code Section 250.
- 21 2. The term "ALL DOCUMENTS" means every DOCUMENT as above defined  
 22 known to YOU and within YOUR possession, custody, or control.
- 23 3. The term "ANY" and "ALL" shall be broadly construed to yield ALL information  
 24 which may pertain to the request.
- 25 4. The terms “YOU,” “YOUR,” and “EMFACO” and shall refer to Plaintiff herein,  
 26 EMFACO S.A., and anyone acting on its behalf, including agents, representatives, employees,  
 27 insurance companies, its agents, representatives, its employees, attorneys, accountants, and  
 28 investigators.

1 5. The term "OPTIMA" shall refer to Optima Technology Corporation, Inc., a  
2 California Corporation.

3 6. The term "ZANDIAN" shall refer to REZA ZANDIAN, aka Gholam Reza  
4 Zandian Jazi.

5  
6 **SPECIAL INTERROGATORIES**

7 **SPECIAL INTERROGATORY NO. 1:**

8 State ALL facts RELATING TO YOUR contention at page 2, lines 22-23 of YOUR  
9 complaint that "[b]y reason of EMFACO'S ownership of Optima Technology Corporation,  
10 EMFACO has had the right and has the right to decide who shall sit on its board of directors."  
11

12 **SPECIAL INTERROGATORY NO. 2:**

13 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 2, lines 22-23 of  
14 YOUR complaint that "[b]y reason of EMFACO'S ownership of Optima Technology  
15 Corporation, EMFACO has had the right and has the right to decide who shall sit on its board of  
16 directors."  
17

18 **SPECIAL INTERROGATORY NO. 3:**

19 Identify ALL persons RELATING TO YOUR contention at page 2, lines 22-23 of YOUR  
20 complaint that "[b]y reason of EMFACO'S ownership of Optima Technology Corporation,  
21 EMFACO has had the right and has the right to decide who shall sit on its board of directors."  
22

23 **SPECIAL INTERROGATORY NO. 4:**

24 State ALL facts RELATING TO YOUR contention at page 2, lines 24-25 of YOUR  
25 complaint that "EMFACO has appointed REZA ZANDIAN (hereinafter 'ZANDIAN') to serve as  
26 OPTIMA'S sole director, and the President/Treasurer of Optima."  
27  
28

1 **SPECIAL INTERROGATORY NO. 5:**

2 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 2, lines 24-25  
3 of YOUR complaint that "EMFACO has appointed REZA ZANDIAN (hereinafter 'ZANDIAN')  
4 to serve as OPTIMA'S sole director, and the President/Treasurer of Optima."  
5

6 **SPECIAL INTERROGATORY NO. 6:**

7 Identify ALL persons RELATING TO YOUR contention at page 2, lines 24-25 of YOUR  
8 complaint that "EMFACO has appointed REZA ZANDIAN (hereinafter 'ZANDIAN') to serve as  
9 OPTIMA'S sole director, and the President/Treasurer of Optima."  
10

11 **SPECIAL INTERROGATORY NO. 7:**

12 State ALL facts RELATING TO YOUR contention at page 2, line 26 of YOUR complaint  
13 that "ADAMS, a former employee, left OPTIMA in 1994."  
14

15 **SPECIAL INTERROGATORY NO. 8:**

16 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 2, line 26 of  
17 YOUR complaint that "ADAMS, a former employee, left OPTIMA in 1994."  
18

19 **SPECIAL INTERROGATORY NO. 9:**

20 Identify ALL persons RELATING TO YOUR contention at page 2, line 26 of YOUR  
21 complaint that "ADAMS, a former employee, left OPTIMA in 1994."  
22

23 **SPECIAL INTERROGATORY NO. 10:**

24 State ALL facts RELATING TO YOUR contention at page 2, lines 26-27 of YOUR  
25 complaint that "[ADAMS] assisted the company as an investigator in 2001 in its litigation against  
26 a previous employee."  
27  
28

1 **SPECIAL INTERROGATORY NO. 11:**

2 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 2, lines 26-27 of  
3 YOUR complaint that “[ADAMS] assisted the company as an investigator in 2001 in its litigation  
4 against a previous employee.”

5  
6 **SPECIAL INTERROGATORY NO. 12:**

7 Identify ALL persons RELATING TO YOUR contention at page 2, lines 26-27 of YOUR  
8 complaint that “[ADAMS] assisted the company as an investigator in 2001 in its litigation against  
9 a previous employee.”

10  
11 **SPECIAL INTERROGATORY NO. 13:**

12 State ALL facts RELATING TO YOUR contention at page 3, lines 1-3 of YOUR  
13 complaint that “ADAMS has wrongfully given himself and publicly used for his own gain,  
14 corporate titles without property board approval to either hire him or give him the various titles he  
15 claimed.”

16  
17 **SPECIAL INTERROGATORY NO. 14:**

18 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 3, lines 1-3 of  
19 YOUR complaint that “ADAMS has wrongfully given himself and publicly used for his own  
20 gain, corporate titles without property board approval to either hire him or give him the various  
21 titles he claimed.”

22  
23 **SPECIAL INTERROGATORY NO. 15:**

24 Identify ALL persons RELATING TO YOUR contention at page 3, lines 1-3 of YOUR  
25 complaint that “ADAMS has wrongfully given himself and publicly used for his own gain,  
26 corporate titles without property board approval to either hire him or give him the various titles he  
27 claimed.”

1 **SPECIAL INTERROGATORY NO. 16**

2 State ALL facts RELATING TO YOUR contention at page 3, lines 4-5 of YOUR  
3 complaint that "ADAMS and other defendants have interfered with and harmed OPTIMA'S day-  
4 to-day operations".

5  
6 **SPECIAL INTERROGATORY NO. 17:**

7 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 3, lines 4-5 of  
8 YOUR complaint that "ADAMS and other defendants have interfered with and harmed  
9 OPTIMA'S day-to-day operations".

10  
11 **SPECIAL INTERROGATORY NO. 18:**

12 Identify ALL persons RELATING TO YOUR contention at page 3, lines 4-5 of YOUR  
13 complaint that "ADAMS and other defendants have interfered with and harmed OPTIMA'S day-  
14 to-day operations".

15  
16 **SPECIAL INTERROGATORY NO. 19:**

17 State ALL facts RELATING TO YOUR contention at page 3, line 5 of YOUR complaint  
18 that "[ADAMS and the other defendants are] falsely holding themselves out as officers".

19  
20 **SPECIAL INTERROGATORY NO. 20:**

21 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 3, line 5 of  
22 YOUR complaint that "[ADAMS and the other defendants are] falsely holding themselves out as  
23 officers".

24  
25 **SPECIAL INTERROGATORY NO. 21:**

26 Identify ALL persons RELATING TO YOUR contention at page 3, line 5 of YOUR  
27 complaint that "[ADAMS and the other defendants are] falsely holding themselves out as  
28 officers".

1 **SPECIAL INTERROGATORY NO. 22:**

2 State ALL facts RELATING TO YOUR contention at page 3, lines 6-7 of YOUR  
3 complaint that “[ADAMS and the other defendants are] issuing press releases, e-mails, writing  
4 letters, and selling OPTIMA’s products (and pocketing the revenue therefrom)”.

5  
6 **SPECIAL INTERROGATORY NO. 23:**

7 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 3, lines 6-7 of  
8 YOUR complaint that “[ADAMS and the other defendants are] issuing press releases, e-mails,  
9 writing letters, and selling OPTIMA’s products (and pocketing the revenue therefrom)”.

10  
11 **SPECIAL INTERROGATORY NO. 24:**

12 Identify ALL persons RELATING TO YOUR contention at page 3, lines 6-7 of YOUR  
13 complaint that “[ADAMS and the other defendants are] issuing press releases, e-mails, writing  
14 letters, and selling OPTIMA’s products (and pocketing the revenue therefrom)”.

15  
16 **SPECIAL INTERROGATORY NO. 25:**

17 State ALL facts RELATING TO YOUR contention at page 3, lines 8-10 of YOUR  
18 complaint that “ADAMS has also held himself out as OPTIMA’S CEO to the law firm Holland &  
19 Knight, LLP, and has hired them to pursue a lawsuit against Roxio in U.S. District Court for  
20 infringement of OPTIMA’S intellectual property rights.”

21  
22 **SPECIAL INTERROGATORY NO. 26:**

23 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 3, lines 8-10 of  
24 YOUR complaint that “ADAMS has also held himself out as OPTIMA’S CEO to the law firm  
25 Holland & Knight, LLP, and has hired them to pursue a lawsuit against Roxio in U.S. District  
26 Court for infringement of OPTIMA’S intellectual property rights.”



1 **SPECIAL INTERROGATORY NO. 27:**

2 Identify ALL persons RELATING TO YOUR contention at page 3, lines 8-10 of YOUR  
3 complaint that "ADAMS has also held himself out as OPTIMA'S CEO to the law firm Holland &  
4 Knight, LLP, and has hired them to pursue a lawsuit against Roxio in U.S. District Court for  
5 infringement of OPTIMA'S intellectual property rights."  
6

7 **SPECIAL INTERROGATORY NO. 28:**

8 State ALL facts RELATING TO YOUR contention at page 3, lines 11-12 of YOUR  
9 complaint that "ADAMS has forged an 'agreement' purporting to sell OPTIMA to him in  
10 exchange for a visa being issued to ZANDIAN."  
11

12 **SPECIAL INTERROGATORY NO. 29:**

13 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 3, lines 11-12 of  
14 YOUR complaint that "ADAMS has forged an 'agreement' purporting to sell OPTIMA to him in  
15 exchange for a visa being issued to ZANDIAN."  
16

17 **SPECIAL INTERROGATORY NO. 30**

18 Identify ALL persons RELATING TO YOUR contention at page 3, lines 11-12 of YOUR  
19 complaint that "ADAMS has forged an 'agreement' purporting to sell OPTIMA to him in  
20 exchange for a visa being issued to ZANDIAN."  
21

22 **SPECIAL INTERROGATORY NO. 31:**

23 State ALL facts RELATING TO YOUR contention at page 3, lines 12-13 of YOUR  
24 complaint that "[t]his 'agreement' is a complete fraud and forgery, and was never signed by  
25 ZANDIAN or any authorized officer or director of OPTIMA."  
26  
27  
28

1 **SPECIAL INTERROGATORY NO. 32:**

2 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 3, lines 12-13 of  
3 YOUR complaint that “[t]his ‘agreement’ is a complete fraud and forgery, and was never signed  
4 by ZANDIAN or any authorized officer or director of OPTIMA.”

5  
6 **SPECIAL INTERROGATORY NO. 33:**

7 Identify ALL persons RELATING TO YOUR contention at page 3, lines 12-13 of YOUR  
8 complaint that “[t]his ‘agreement’ is a complete fraud and forgery, and was never signed by  
9 ZANDIAN or any authorized officer or director of OPTIMA.”

10  
11 **SPECIAL INTERROGATORY NO. 34:**

12 State ALL facts RELATING TO YOUR contention at page 3, lines 14-15 of YOUR  
13 complaint that “ADAMS and other defendants have had no role in developing any of the software  
14 developed by OPTIMA or sold by OPTIMA”.

15  
16 **SPECIAL INTERROGATORY NO. 35:**

17 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 3, lines 14-15 of  
18 YOUR complaint that “ADAMS and other defendants have had no role in developing any of the  
19 software developed by OPTIMA or sold by OPTIMA”.

20  
21 **SPECIAL INTERROGATORY NO. 36:**

22 Identify ALL persons RELATING TO YOUR contention at page 3, lines 14-15 of YOUR  
23 complaint that “ADAMS and other defendants have had no role in developing any of the software  
24 developed by OPTIMA or sold by OPTIMA”.

1 **SPECIAL INTERROGATORY NO. 37:**

2 State ALL facts RELATING TO YOUR contention at page 3, lines 15-16 of YOUR  
3 complaint that “[ADAMS and the other defendants] have no right, title or interest in the products  
4 of OPTIMA or the proceeds from their sale.”

5  
6 **SPECIAL INTERROGATORY NO. 38:**

7 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 3, lines 15-16 of  
8 YOUR complaint that “[ADAMS and the other defendants] have no right, title or interest in the  
9 products of OPTIMA or the proceeds from their sale.”

10  
11 **SPECIAL INTERROGATORY NO. 39:**

12 Identify ALL persons RELATING TO YOUR contention at page 3, lines 15-16 of YOUR  
13 complaint that “[ADAMS and the other defendants] have no right, title or interest in the products  
14 of OPTIMA or the proceeds from their sale.”

15  
16 **SPECIAL INTERROGATORY NO. 40:**

17 State ALL facts RELATING TO YOUR contention at page 4, lines 1-2 of YOUR  
18 complaint that “ADAMS and his co-defendants intend to pocket the proceeds from any settlement  
19 or verdict in the litigation, and to deprive OPTIMA any of the money it is due.”

20  
21 **SPECIAL INTERROGATORY NO. 41:**

22 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 4, lines 1-2 of  
23 YOUR complaint that “ADAMS and his co-defendants intend to pocket the proceeds from any  
24 settlement or verdict in the litigation, and to deprive OPTIMA any of the money it is due.”

1 **SPECIAL INTERROGATORY NO. 42:**

2 Identify ALL persons RELATING TO YOUR contention at page 4, lines 1-2 of YOUR  
3 complaint that "ADAMS and his co-defendants intend to pocket the proceeds from any settlement  
4 or verdict in the litigation, and to deprive OPTIMA any of the money it is due."  
5

6 **SPECIAL INTERROGATORY NO. 43:**

7 State ALL facts RELATING TO YOUR contention at page 4, lines 3-4 of YOUR  
8 complaint that "HOLLAND & KNIGHT, LLP has been put on notice, and has been provided  
9 with evidence of ADAM'S and his co-defendant's wrong doing".  
10

11 **SPECIAL INTERROGATORY NO. 44:**

12 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 4, lines 3-4 of  
13 YOUR complaint that "HOLLAND & KNIGHT, LLP has been put on notice, and has been  
14 provided with evidence of ADAM'S and his co-defendant's wrong doing".  
15

16 **SPECIAL INTERROGATORY NO. 45:**

17 Identify ALL persons RELATING TO YOUR contention at page 4, lines 3-4 of YOUR  
18 complaint that "HOLLAND & KNIGHT, LLP has been put on notice, and has been provided  
19 with evidence of ADAM'S and his co-defendant's wrong doing".  
20

21 **SPECIAL INTERROGATORY NO. 46:**

22 State ALL facts RELATING TO YOUR contention at page 4, lines 5-6 of YOUR  
23 complaint that "[i]n reality none of the defendants has any relationship to OPTIMA, and no right  
24 to any of the frauds coming from OPTIMA'S lawsuits."  
25  
26  
27  
28

1 **SPECIAL INTERROGATORY NO. 47:**

2 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 4, lines 5-6 of  
3 YOUR complaint that “[i]n reality none of the defendants has any relationship to OPTIMA, and  
4 no right to any of the frauds coming from OPTIMA’S lawsuits.”

5  
6 **SPECIAL INTERROGATORY NO. 48:**

7 Identify ALL persons RELATING TO YOUR contention at page 4, lines 5-6 of YOUR  
8 complaint that “[i]n reality none of the defendants has any relationship to OPTIMA, and no right  
9 to any of the frauds coming from OPTIMA’S lawsuits.”

10  
11 **SPECIAL INTERROGATORY NO. 49:**

12 State ALL facts RELATING TO YOUR contention at page 4, lines 13-14 of YOUR  
13 complaint that “[d]efendant ADAMS and his co-defendant’s charade is for the purpose, among  
14 other things, of obtaining and stealing the proceeds from OPTIMA’S lawsuit against ROXIO.”

15  
16  
17 **SPECIAL INTERROGATORY NO. 50:**

18 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 4, lines 13-14 of  
19 YOUR complaint that “[d]efendant ADAMS and his co-defendant’s charade is for the purpose,  
20 among other things, of obtaining and stealing the proceeds from OPTIMA’S lawsuit against  
21 ROXIO.”

22  
23  
24 **SPECIAL INTERROGATORY NO. 51:**

25 Identify ALL persons RELATING TO YOUR contention at page 4, lines 13-14 of YOUR  
26 complaint that “[d]efendant ADAMS and his co-defendant’s charade is for the purpose, among  
27 other things, of obtaining and stealing the proceeds from OPTIMA’S lawsuit against ROXIO.”  
28

1 **SPECIAL INTERROGATORY NO. 52:**

2 State ALL facts RELATING TO YOUR contention at page 4, lines 19-22 of YOUR  
3 complaint that “[d]efendant ADAMS has opened bank accounts under the name of OPTIMA  
4 TECHNOLOGY CORPORATION, in which he is a signatory party, for the express purpose of  
5 depositing and stealing funds meant for OPTIMA, including the proceeds of the Optima v. Roxio  
6 lawsuit.”

7  
8 **SPECIAL INTERROGATORY NO. 53:**

9 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 4, lines 19-22 of  
10 YOUR complaint that “[d]efendant ADAMS has opened bank accounts under the name of  
11 OPTIMA TECHNOLOGY CORPORATION, in which he is a signatory party, for the express  
12 purpose of depositing and stealing funds meant for OPTIMA, including the proceeds of the  
13 Optima v. Roxio lawsuit.”

14  
15 **SPECIAL INTERROGATORY NO. 54:**

16 Identify ALL persons RELATING TO YOUR contention at page 4, lines 19-22 of YOUR  
17 complaint that “[d]efendant ADAMS has opened bank accounts under the name of OPTIMA  
18 TECHNOLOGY CORPORATION, in which he is a signatory party, for the express purpose of  
19 depositing and stealing funds meant for OPTIMA, including the proceeds of the Optima v. Roxio  
20 lawsuit.”

21  
22 **SPECIAL INTERROGATORY NO. 55:**

23 State ALL facts RELATING TO YOUR contention at page 4, lines 23-24 of YOUR  
24 complaint that “ADAMS has also incorporated another company under the confusingly similar  
25 name, Optima Technology Inc.”

1 **SPECIAL INTERROGATORY NO. 56:**

2 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 4, lines 23-24 of  
3 YOUR complaint that "ADAMS has also incorporated another company under the confusingly  
4 similar name, Optima Technology *Inc.*"

5  
6 **SPECIAL INTERROGATORY NO. 57:**

7 Identify ALL persons RELATING TO YOUR contention at page 4, lines 23-24 of YOUR  
8 complaint that "ADAMS has also incorporated another company under the confusingly similar  
9 name, Optima Technology *Inc.*"

10  
11 **SPECIAL INTERROGATORY NO. 58:**

12 State ALL facts RELATING TO YOUR contention at page 5, lines 4-5 of YOUR  
13 complaint that "[a]dditionally ADAMS has opened bank accounts at Privet Bank in Orange  
14 County, and these accounts have received over \$150,000.00 in wire transfers from ZANDIAN  
15 and others."

16  
17 **SPECIAL INTERROGATORY NO. 59:**

18 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 5, lines 4-5 of  
19 YOUR complaint that "[a]dditionally ADAMS has opened bank accounts at Privet Bank in  
20 Orange County, and these accounts have received over \$150,000.00 in wire transfers from  
21 ZANDIAN and others."

22  
23 **SPECIAL INTERROGATORY NO. 60:**

24 Identify ALL persons RELATING TO YOUR contention at page 5, lines 4-5 of YOUR  
25 complaint that "[a]dditionally ADAMS has opened bank accounts at Privet Bank in Orange  
26 County, and these accounts have received over \$150,000.00 in wire transfers from ZANDIAN  
27 and others."

1 **SPECIAL INTERROGATORY NO. 61:**

2 State ALL facts RELATING TO YOUR contention at page 5, lines 6-8 of YOUR  
3 complaint that "ADAMS and his co-defendants have instead stolen, pocketed, and converted this  
4 money to their own use to the deprivation of OPTIMA".

5  
6 **SPECIAL INTERROGATORY NO. 62:**

7 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 5, lines 6-8 of  
8 YOUR complaint that "ADAMS and his co-defendants have instead stolen, pocketed, and  
9 converted this money to their own use to the deprivation of OPTIMA".

10  
11 **SPECIAL INTERROGATORY NO. 63:**

12 Identify ALL persons RELATING TO YOUR contention at page 5, lines 6-8 of YOUR  
13 complaint that "ADAMS and his co-defendants have instead stolen, pocketed, and converted this  
14 money to their own use to the deprivation of OPTIMA".

15  
16 **SPECIAL INTERROGATORY NO. 64:**

17 State ALL facts RELATING TO YOUR contention at page 5, lines 9-11 of YOUR  
18 complaint that "[d]efendants and each of them have also received funds from other lawsuits  
19 against individuals such as Michael DeCorte, Ray Martin, and others, and have stolen, pocketed,  
20 and converted this money to their own use to the deprivation of OPTIMA".

21  
22 **SPECIAL INTERROGATORY NO. 65:**

23 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 5, lines 9-11 of  
24 YOUR complaint that "[d]efendants and each of them have also received funds from other  
25 lawsuits against individuals such as Michael DeCorte, Ray Martin, and others, and have stolen,  
26 pocketed, and converted this money to their own use to the deprivation of OPTIMA".



1 **SPECIAL INTERROGATORY NO. 66:**

2 Identify ALL persons RELATING TO YOUR contention at page 5, lines 9-11 of YOUR  
3 complaint that “[d]efendants and each of them have also received funds from other lawsuits  
4 against individuals such as Michael DeCorte, Ray Martin, and others, and have stolen, pocketed,  
5 and converted this money to their own use to the deprivation of OPTIMA”.

6  
7 **SPECIAL INTERROGATORY NO. 67:**

8 State ALL facts RELATING TO YOUR contention at page 7, lines 13-14 of YOUR  
9 complaint that “OPTIMA was formed in early 1990.”

10  
11 **SPECIAL INTERROGATORY NO. 68:**

12 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 7, lines 13-14 of  
13 YOUR complaint that “OPTIMA was formed in early 1990.”

14  
15 **SPECIAL INTERROGATORY NO. 69:**

16 Identify ALL persons RELATING TO YOUR contention at page 7, lines 13-14 of YOUR  
17 complaint that “OPTIMA was formed in early 1990.”

18  
19 **SPECIAL INTERROGATORY NO. 70:**

20 State ALL facts RELATING TO YOUR contention at page 7, lines 15-17 of YOUR  
21 complaint that “OPTIMA has numerous useful products that bring in over 6 million dollars per  
22 year for the company such as “CD-R Access”, a program that allows a CD to be rewritable, and  
23 “CD-R Access Pro” an enhanced version of the software.”

24  
25 **SPECIAL INTERROGATORY NO. 71:**

26 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 7, lines 15-17 of  
27 YOUR complaint that “OPTIMA has numerous useful products that bring in over 6 million  
28

1 dollars per year for the company such as "CD-R Access", a program that allows a CD to be  
2 rewritable, and "CD-R Access Pro" an enhanced version of the software."  
3

4 **SPECIAL INTERROGATORY NO. 72:**

5 Identify ALL persons RELATING TO YOUR contention at page 7, lines 15-17 of YOUR  
6 complaint that "OPTIMA has numerous useful products that bring in over 6 million dollars per  
7 year for the company such as "CD-R Access", a program that allows a CD to be rewritable, and  
8 "CD-R Access Pro" an enhanced version of the software."  
9

10 **SPECIAL INTERROGATORY NO. 73:**

11 State ALL facts RELATING TO YOUR contention at page 7, lines 25-26 of YOUR  
12 complaint that "OPTIMA has complied in all respects with the Copyright Act and all other law  
13 governing copyright and has so registered all products under the Copyright and has so registered  
14 all products under the Copyright Act."  
15

16 **SPECIAL INTERROGATORY NO. 74:**

17 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 7, lines 25-26 of  
18 YOUR complaint that "OPTIMA has complied in all respects with the Copyright Act and all  
19 other law governing copyright and has so registered all products under the Copyright and has so  
20 registered all products under the Copyright Act."  
21

22 **SPECIAL INTERROGATORY NO. 75:**

23 Identify ALL persons RELATING TO YOUR contention at page 7, lines 25-26 of YOUR  
24 complaint that "OPTIMA has complied in all respects with the Copyright Act and all other law  
25 governing copyright and has so registered all products under the Copyright and has so registered  
26 all products under the Copyright Act."  
27  
28

1 **SPECIAL INTERROGATORY NO. 76:**

2 State ALL facts RELATING TO YOUR contention at page 8, lines 13-14 of YOUR  
3 complaint that “[t]he goodwill and recognition association with OPTIMA’s distinctive product  
4 names have generated millions of dollars in sales”.

5  
6 **SPECIAL INTERROGATORY NO. 77:**

7 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 8, lines 13-14 of  
8 YOUR complaint that “[t]he goodwill and recognition association with OPTIMA’s distinctive  
9 product names have generated millions of dollars in sales”.

10  
11 **SPECIAL INTERROGATORY NO. 78:**

12 Identify ALL persons RELATING TO YOUR contention at page 8, lines 13-14 of YOUR  
13 complaint that “[t]he goodwill and recognition association with OPTIMA’s distinctive product  
14 names have generated millions of dollars in sales”.

15  
16 **SPECIAL INTERROGATORY NO. 79:**

17 State ALL facts RELATING TO YOUR contention at page 8, lines 21-26 of YOUR  
18 complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or in  
19 concert with the other defendants have been actively participating in the...[s]ale of OPTIMA’S  
20 products through its website optimatech.com with diversion of the proceeds into accounts  
21 ADAM’S and/or other Defendants control to the exclusion and deprivation of OPTIMA.”

22  
23 **SPECIAL INTERROGATORY NO. 80:**

24 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 8, lines 21-26 of  
25 YOUR complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or  
26 in concert with the other defendants have been actively participating in the...[s]ale of OPTIMA’S  
27 products through its website optimatech.com with diversion of the proceeds into accounts  
28 ADAM’S and/or other Defendants control to the exclusion and deprivation of OPTIMA.”

1 **SPECIAL INTERROGATORY NO. 81:**

2 Identify ALL persons RELATING TO YOUR contention at page 8, lines 21-26 of YOUR  
3 complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or in  
4 concert with the other defendants have been actively participating in the...[s]ale of OPTIMA’S  
5 products through its website optimatech.com with diversion of the proceeds into accounts  
6 ADAM’S and/or other Defendants control to the exclusion and deprivation of OPTIMA.”

7

8 **SPECIAL INTERROGATORY NO. 82:**

9 State ALL facts RELATING TO YOUR contention at page 9, lines 1-2 of YOUR  
10 complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or in  
11 concert with the other defendants have been actively participating in the [s]ale of ‘knock off’  
12 and/or substantially similar software programs using OPTIMA’S source codes.”

13

14 **SPECIAL INTERROGATORY NO. 83:**

15 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 9, lines 1-2 of  
16 YOUR complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or  
17 in concert with the other defendants have been actively participating in the [s]ale of ‘knock off’  
18 and/or substantially similar software programs using OPTIMA’S source codes.”

19

20 **SPECIAL INTERROGATORY NO. 84:**

21 Identify ALL persons RELATING TO YOUR contention at page 9, lines 1-2 of YOUR  
22 complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or in  
23 concert with the other defendants have been actively participating in the [s]ale of ‘knock off’  
24 and/or substantially similar software programs using OPTIMA’S source codes.”

25

26 **SPECIAL INTERROGATORY NO. 85:**

27 State ALL facts RELATING TO YOUR contention at page 9, lines 3-5 of YOUR  
28 complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or in

1 concert with the other defendants have been actively participating in the [m]arketing, promoting,  
2 and selling OPTIMA'S software programs using OPTIMA's Product Marks, among others,  
3 'DeskTapePro', 'CD-R Access Pro,' and 'DiskArrayPro' without authorization."

4  
5 **SPECIAL INTERROGATORY NO. 86:**

6 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 9, lines 3-5 of  
7 YOUR complaint that "beginning in approximately June 2003, 'ADAMS', either individually, or  
8 in concert with the other defendants have been actively participating in the [m]arketing,  
9 promoting, and selling OPTIMA'S software programs using OPTIMA's Product Marks, among  
10 others, 'DeskTapePro', 'CD-R Access Pro,' and 'DiskArrayPro' without authorization."

11  
12 **SPECIAL INTERROGATORY NO. 87:**

13 Identify ALL persons RELATING RELATING TO YOUR contention at page 9, lines 3-5  
14 of YOUR complaint that "beginning in approximately June 2003, 'ADAMS', either individually,  
15 or in concert with the other defendants have been actively participating in the [m]arketing,  
16 promoting, and selling OPTIMA'S software programs using OPTIMA's Product Marks, among  
17 others, 'DeskTapePro', 'CD-R Access Pro,' and 'DiskArrayPro' without authorization."

18  
19 **SPECIAL INTERROGATORY NO. 88:**

20 State ALL facts RELATING TO YOUR contention at page 9, lines 6-7 of YOUR  
21 complaint that "beginning in approximately June 2003, 'ADAMS', either individually, or in  
22 concert with the other defendants have been actively participating in "[u]sing OPTIMA'S  
23 distinctive Product packaging in connection with his marketing promotion, and sale of  
24 OPTIMA'S products and/or his 'knock-off' software programs."

25  
26 **SPECIAL INTERROGATORY NO. 89:**

27 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 9, lines 6-7 of  
28 YOUR complaint that "beginning in approximately June 2003, 'ADAMS', either individually, or

1 in concert with the other defendants have been actively participating in “[u]sing OPTIMA’S  
2 distinctive Product packaging in connection with his marketing promotion, and sale of  
3 OPTIMA’S products and/or his ‘knock-off’ software programs.”  
4

5 **SPECIAL INTERROGATORY NO. 90:**

6 Identify ALL persons RELATING TO YOUR contention at page 9, lines 6-7 of YOUR  
7 complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or in  
8 concert with the other defendants have been actively participating in “[u]sing OPTIMA’S  
9 distinctive Product packaging in connection with his marketing promotion, and sale of  
10 OPTIMA’S products and/or his ‘knock-off’ software programs.”  
11

12 **SPECIAL INTERROGATORY NO. 91:**

13 State ALL facts RELATING TO YOUR contention at page 9, lines 8-11 of YOUR  
14 complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or in  
15 concert with the other defendants have been actively participating in [m]arketing and selling  
16 ‘knocked-off,’ and/or substantially similar computer software programs using OPTIMA’S source  
17 codes and distinctive Product marks, all in an effort to cause confusion, to deceive customers as  
18 to the source of the products, and to trade off the goodwill developed by OPTIMA.”  
19

20 **SPECIAL INTERROGATORY NO. 92:**

21 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 9, lines 8-11 of  
22 YOUR complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or  
23 in concert with the other defendants have been actively participating in [m]arketing and selling  
24 ‘knocked-off,’ and/or substantially similar computer software programs using OPTIMA’S source  
25 codes and distinctive Product marks, all in an effort to cause confusion, to deceive customers as  
26 to the source of the products, and to trade off the goodwill developed by OPTIMA.”  
27  
28

1 **SPECIAL INTERROGATORY NO. 93:**

2 Identify ALL persons RELATING TO YOUR contention at page 9, lines 8-11 of YOUR  
3 complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or in  
4 concert with the other defendants have been actively participating in [m]arketing and selling  
5 ‘knocked-off,’ and/or substantially similar computer software programs using OPTIMA’S source  
6 codes and distinctive Product marks, all in an effort to cause confusion, to deceive customers as  
7 to the source of the products, and to trade off the goodwill developed by OPTIMA.”  
8

9 **SPECIAL INTERROGATORY NO. 94:**

10 State ALL facts RELATING TO YOUR contention at page 9, lines 12-14 of YOUR  
11 complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or in  
12 concert with the other defendants have been actively participating in [c]ontacting OPTIMA’S  
13 internet service provider (ISP), falsely representing that he, ADAMS, was an authorized  
14 representative of OPTIMA and instructing the ISP to hand over the internet website control code  
15 of OPTIMA’S website, www.optimatech.com.”  
16

17 **SPECIAL INTERROGATORY NO. 95:**

18 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 9, lines 12-14 of  
19 YOUR complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or  
20 in concert with the other defendants have been actively participating in [c]ontacting OPTIMA’S  
21 internet service provider (ISP), falsely representing that he, ADAMS, was an authorized  
22 representative of OPTIMA and instructing the ISP to hand over the internet website control code  
23 of OPTIMA’S website, www.optimatech.com.”  
24

25 **SPECIAL INTERROGATORY NO. 96:**

26 Identify ALL persons RELATING TO YOUR contention at page 9, lines 12-14 of YOUR  
27 complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or in  
28 concert with the other defendants have been actively participating in [c]ontacting OPTIMA’S

1 internet service provider (ISP), falsely representing that he, ADAMS, was an authorized  
2 representative of OPTIMA and instructing the ISP to hand over the internet website control code  
3 of OPTIMA'S website, www.optimatech.com."  
4

5 **SPECIAL INTERROGATORY NO. 97:**

6 State ALL facts RELATING TO YOUR contention at page 9, lines 17-18 of YOUR  
7 complaint that "beginning in approximately June 2003, 'ADAMS', either individually, or in  
8 concert with the other defendants have been actively participating in [c]ontacting OPTIMA'S  
9 internet service provider (ISP), falsely representing that he, ADAMS, was an authorized  
10 representative of OPTIMA and instructing the ISP to hand over the internet website control code  
11 of OPTIMA'S website, www.optimatech.com."  
12

13 **SPECIAL INTERROGATORY NO. 98:**

14 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 9, lines 17-18 of  
15 YOUR complaint that "beginning in approximately June 2003, 'ADAMS', either individually, or  
16 in concert with the other defendants have been actively participating in [c]ontacting OPTIMA'S  
17 internet service provider (ISP), falsely representing that he, ADAMS, was an authorized  
18 representative of OPTIMA and instructing the ISP to hand over the internet website control code  
19 of OPTIMA'S website, www.optimatech.com."  
20

21 **SPECIAL INTERROGATORY NO. 99:**

22 Identify ALL persons RELATING TO YOUR contention at page 9, lines 17-18 of YOUR  
23 complaint that "beginning in approximately June 2003, 'ADAMS', either individually, or in  
24 concert with the other defendants have been actively participating in [c]ontacting OPTIMA'S  
25 internet service provider (ISP), falsely representing that he, ADAMS, was an authorized  
26 representative of OPTIMA and instructing the ISP to hand over the internet website control code  
27 of OPTIMA'S website, www.optimatech.com."  
28



1 **SPECIAL INTERROGATORY NO. 100:**

2 State ALL facts RELATING TO YOUR contention at page 9, lines 19-20 of YOUR  
3 complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or in  
4 concert with the other defendants have been actively participating in [c]opying OPTIMA’S logo,  
5 graphics, and content from OPTIMA’S website, without authorization.”  
6

7 **SPECIAL INTERROGATORY NO. 101:**

8 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 9, lines 19-20 of  
9 YOUR complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or  
10 in concert with the other defendants have been actively participating in [c]opying OPTIMA’S  
11 logo, graphics, and content from OPTIMA’S website, without authorization.”  
12

13 **SPECIAL INTERROGATORY NO. 102:**

14 Identify ALL persons RELATING TO YOUR contention at page 9, lines 19-20 of YOUR  
15 complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or in  
16 concert with the other defendants have been actively participating in [c]opying OPTIMA’S logo,  
17 graphics, and content from OPTIMA’S website, without authorization.”  
18

19 **SPECIAL INTERROGATORY NO. 103:**

20 State ALL facts RELATING TO YOUR contention at page 9, lines 21-24 of YOUR  
21 complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or in  
22 concert with the other defendants have been actively participating in [u]sing the website and the  
23 name of the confusingly similar company, Optima Technology, *Inc.*, a purported Delaware  
24 Corporation, incorporated and controlled by ADAMS and the other Defendants to sell  
25 OPTIMA’S products and knock-offs of OPTIMA’S products, without the permission of  
26 OPTIMA.”  
27  
28

1 **SPECIAL INTERROGATORY NO. 104:**

2 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 9, lines 21-24 of  
3 YOUR complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or  
4 in concert with the other defendants have been actively participating in [u]sing the website and  
5 the name of the confusingly similar company, Optima Technology, *Inc.*, a purported Delaware  
6 Corporation, incorporated and controlled by ADAMS and the other Defendants to sell  
7 OPTIMA’S products and knock-offs of OPTIMA’S products, without the permission of  
8 OPTIMA.”

9  
10 **SPECIAL INTERROGATORY NO. 105:**

11 Identify ALL persons RELATING TO YOUR contention at page 9, lines 21-24 of YOUR  
12 complaint that “beginning in approximately June 2003, ‘ADAMS’, either individually, or in  
13 concert with the other defendants have been actively participating in [u]sing the website and the  
14 name of the confusingly similar company, Optima Technology, *Inc.*, a purported Delaware  
15 Corporation, incorporated and controlled by ADAMS and the other Defendants to sell  
16 OPTIMA’S products and knock-offs of OPTIMA’S products, without the permission of  
17 OPTIMA.”

18  
19 **SPECIAL INTERROGATORY NO. 106:**

20 State ALL facts RELATING TO YOUR contention at page 9, line 26 – page 10, line 2 of  
21 YOUR complaint that “beginning some time in mid-2003, ‘ADAMS’, either individually or in  
22 concert with other defendants, has been using the source codes and other copyrightable protected  
23 property of OPTIMA, without authorization to license and sell OPTIMA software programs to La  
24 Cie S.A., of France.”

25  
26 **SPECIAL INTERROGATORY NO. 107:**

27 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 9, line 26 – page  
28 10, line 2 of YOUR complaint that “beginning some time in mid-2003, ‘ADAMS’, either

1 individually or in concert with other defendants, has been using the source codes and other  
2 copyrightable protected property of OPTIMA, without authorization to license and sell OPTIMA  
3 software programs to La Cie S.A., of France.”  
4

5 **SPECIAL INTERROGATORY NO. 108:**

6 Identify ALL persons RELATING TO YOUR contention at page 9, line 26 – page 10, line  
7 2 of YOUR complaint that “beginning some time in mid-2003, ‘ADAMS’, either individually or  
8 in concert with other defendants, has been using the source codes and other copyrightable  
9 protected property of OPTIMA, without authorization to license and sell OPTIMA software  
10 programs to La Cie S.A., of France.”  
11

12 **SPECIAL INTERROGATORY NO. 109:**

13 State ALL facts RELATING TO YOUR contention at page 10, lines 3-5 of YOUR  
14 complaint that “ADAMS, and the other defendants, on or about June 2003 received and pocketed  
15 \$1,200.00 and 325,000 shares of LaCie stock from the unauthorized sale and licensing of  
16 OPTIMA software to LaCie.”  
17

18 **SPECIAL INTERROGATORY NO. 110:**

19 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 10, lines 3-5 of  
20 YOUR complaint that “ADAMS, and the other defendants, on or about June 2003 received and  
21 pocketed \$1,200.00 and 325,000 shares of LaCie stock from the unauthorized sale and licensing  
22 of OPTIMA software to LaCie.”  
23

24 **SPECIAL INTERROGATORY NO. 111:**

25 Identify ALL persons RELATING TO YOUR contention at page 10, lines 3-5 of YOUR  
26 complaint that “ADAMS, and the other defendants, on or about June 2003 received and pocketed  
27 \$1,200.00 and 325,000 shares of LaCie stock from the unauthorized sale and licensing of  
28 OPTIMA software to LaCie.”

1 **SPECIAL INTERROGATORY NO. 112:**

2 State ALL facts RELATING TO YOUR contention at page 12, lines 19-22 of YOUR  
3 complaint that “[p]laintiff is cognizant of one transaction whereby the Defendants and each of  
4 them illegally sold Optima’s software to LaCie of France for \$1.2 million dollars in cash and  
5 325,000 shares of LaCie, keeping the proceeds of cash and stock for themselves to the exclusion  
6 and deprivation of OPTIMA and Plaintiff, its parent company.”

7  
8 **SPECIAL INTERROGATORY NO. 113:**

9 Identify ALL DOCUMENTS RELATING TO YOUR contention at page 12, lines 19-22  
10 of YOUR complaint that “[p]laintiff is cognizant of one transaction whereby the Defendants and  
11 each of them illegally sold Optima’s software to LaCie of France for \$1.2 million dollars in cash  
12 and 325,000 shares of LaCie, keeping the proceeds of cash and stock for themselves to the  
13 exclusion and deprivation of OPTIMA and Plaintiff, its parent company.”

14  
15 **SPECIAL INTERROGATORY NO. 114:**

16 Identify ALL persons RELATING TO YOUR contention at page 12, lines 19-22 of  
17 YOUR complaint that “[p]laintiff is cognizant of one transaction whereby the Defendants and  
18 each of them illegally sold Optima’s software to LaCie of France for \$1.2 million dollars in cash  
19 and 325,000 shares of LaCie, keeping the proceeds of cash and stock for themselves to the  
20 exclusion and deprivation of OPTIMA and Plaintiff, its parent company.”

21  
22 **SPECIAL INTERROGATORY NO. 115:**

23 State all facts in support of your contention that EMFACO owns OPTIMA.

24  
25 **SPECIAL INTERROGATORY NO. 116:**

26 State all facts in support of your contention that EMFACO is the parent company of  
27 OPTIMA.  
28

1 **SPECIAL INTERROGATORY NO. 117:**

2 State all facts in support of your contention that EMFACO has the authority to prosecute  
3 this litigation on OPTIMA's behalf.

4  
5 **SPECIAL INTERROGATORY NO. 118:**

6 State all facts in support of your contention that you own an interest in EMFACO.

7  
8 **SPECIAL INTERROGATORY NO. 119:**

9 State all facts in support of your contention that you own an interest in OPTIMA.

10  
11 **SPECIAL INTERROGATORY NO. 120:**

12 State all facts in support of your contention that the written agreement dated December 7,  
13 2002, attached hereto as Exhibit "A" is fraudulent.

14  
15 **SPECIAL INTERROGATORY NO. 121:**

16 State all facts in support of your contention that the written agreement dated December 7,  
17 2002, attached hereto as Exhibit "A" is unenforceable.

18 DATED: October 13, 2005

SAMUELS, GREEN, STEEL & ADAMS, LLP

19  
20  
21 By \_\_\_\_\_

SCOTT R. ALBRECHT  
Attorneys for Defendant  
ROBERT ADAMS

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DECLARATION FOR ADDITIONAL DISCOVERY

I, SCOTT R. ALBRECHT, hereby declare and state as follows:

1. I am an associate with the Law Office of Samuels, Green, Steel & Adams, LLP, attorney for Defendant ROBERT ADAMS (“Defendant”) in this action. In my capacity as such, I have personal knowledge regarding the matters of fact set forth below, and if properly called as a witness herein, I could and would competently testify as to these matters.

2. I am propounding to Plaintiff EMFACO, S.A. (“Plaintiff”), the attached first set of Special Interrogatories.

3. This set of special interrogatories will cause the total number of special interrogatories propounded to the party to whom they are directed to exceed the number of special interrogatories permitted by paragraph 1 of subdivision (c) of Section 2030 of the Code of Civil Procedure.

4. I have not previously propounded special interrogatories to this party.

5. This set of special interrogatories contains a total of 121 special interrogatories.

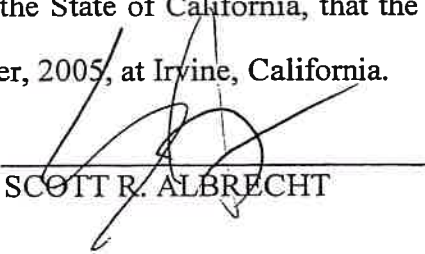
6. I am familiar with the issues and the previous discovery conducted by all of the parties in this case.

7. I have personally examined each of the requests in this set of special interrogatories.

8. This number of interrogatories is warranted under paragraph 2 of subdivision (c) of Section 2030 of the Code of Civil Procedures because the complexity and quantity of issues in the instant lawsuit warrant this number of special interrogatories. Additionally, the interrogatories seek only the identification of the facts, witnesses, and documents which support the allegations in Plaintiff’s Complaint and Defendant’s potential defenses.

9. None of the requests in this set of special interrogatories is being propounded for any improper purpose, such as to harass the party, or the attorney for the party, to whom it is directed, or to cause unnecessary delay or needless increase in the cost of litigation.

I declare under penalty under the laws of the State of California, that the foregoing is true and correct. Executed on this 13th day of October, 2005, at Irvine, California.

  
\_\_\_\_\_  
SCOTT R. ALBRECHT

**Optima Technology Corp.**

2102 Business Center Drive  
Irvine, CA 92612 USA

California Tax ID No. 1565687  
Federal Tax ID No. 33-0391754

Tel: 949-476-0515  
Fax: 949-476-0613

December 07, 2002

My friend, as requested here is the complete written agreement that was agreed on during our conference call last week, in return for Optima Technology Corp. you agree to provide my working US VISA as a consultant for Optima. As the authorized person of Emfaco and as Mr. Gholam -Reza Zandian, I will in return provide/sell you 88% of Optima stock/ownership of Optima Technology Corp. in return for my VISA. Your signature and the witness who are here signed below prove that you and I are in full agreement with all terms and conditions we worked out.

Optima Technology Corp., represented by the CEO and board member Robert M. Adams, Jr. is the legal representative for Optima Technology Corp. All parties including Mr. Gholam-Reza Zandian, as the legal representative for himself and Emfaco and owner of the 88% stock in Optima Technology Corp. , agree to the following items:

1. We agree to the sale of Optima Technology Corp. to Robert M. Adams Jr. and his investment partners, to be named at a later date after the Private Placement Memo-(PPM) has been issued.
2. All parties are aware that Optima is a non operating California company with no money, it has no revenue, nor assets other then Trademarks, product source code for DeskTape Pro, CD-R Access Pro, DiskArray Pro and Xchange and one US patent 5,666,531.
3. These assets shall have been turned over to Mr. Adams including the company stock in exchange for my working US Visa.
4. Mr. Zandian agrees and shall assume all prior liabilities of the company that accrued between 1997- December 7, 2002.
5. Mr. Adams agree's to assume all liability for Optima Technology Corp. going forward from today and to honor the 12% of company stock that Matthew Bahrami purchased in 1997-98 yet has failed to completely pay me for.

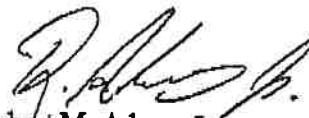
Injunctive Relief. Optima Technology Corp. and Mr. Robert M. Adams, Jr. acknowledges and agrees that money damages would be an inadequate remedy for the injuries and damage that would be suffered by the dishonoring this agreement or any of its representative's breach of this Agreement. Therefore, Mr. Robert M. Adams, Jr. or his companies, besides any other remedies it may have at law or in equity, shall be entitled to injunctive and other equitable relief to enforce the provisions of this Agreement against Mr. Mr. Gholam-Reza Zandian and/or Emfaco.

Governing Law: Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of laws provisions. The parties hereto hereby knowingly and voluntarily waive any right which either or both of them shall have to receive a trial by jury with respect to any claims, controversies or disputes which shall arise out of this Agreement or the subject matter hereof.

Dated: 12/07/2002

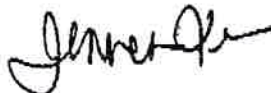


Gholam-Reza Zadian  
Emfacio and himself



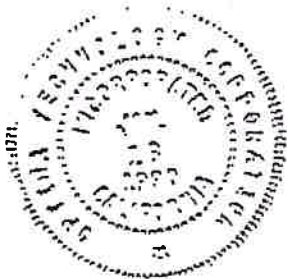
Robert M. Adams Jr.  
CEO Optima Technology Corp.

Witness



JENNEA LEE  
Witness

Optima Technology Corp.  
Corporate Seal





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PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 19800 MacArthur Blvd., Suite 1000, Irvine, California 92612.

On October 13, 2005, I served the following described as:

**DEFENDANT ROBERT ADAMS' SPECIAL INTERROGATORIES PROPOUNDED TO PLAINTIFF EMFACO, S.A.; DECLARATION FOR ADDITIONAL DISCOVERY [CCP §2030(C)(1)] [SET NO. ONE]**

on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Matthew Murphy, Esq.  
Yoon H. Chang, Esq.  
Gordon & Rees LLP  
4675 MacArthur Court, Suite 800  
Newport Beach, CA 92660  
Tel: (949) 255-6950  
Fax: (949) 474-2060

*Attorneys for Reza Zandian*

(BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

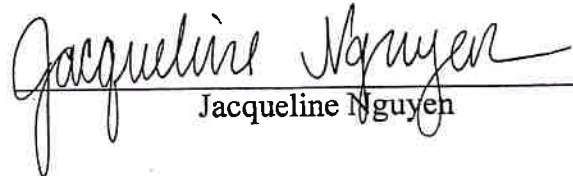
(BY FACSIMILE) I caused such document to be delivered by facsimile transmission to the offices of the addressee.

(BY PERSONAL DELIVERY) I caused such envelope (as specified in the attached service list) to be hand delivered by O.C. Corporate Courier to the offices of the addressee.

(BY OVERNIGHT DELIVERY) I caused such envelope to be delivered by Federal Express to the offices of the addressee

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

EXECUTED on October 13, 2005, at Irvine, California.

  
\_\_\_\_\_  
Jacqueline Nguyen

# Exhibit T

N. RAMSEY BARCIK  
MARK A. NIALIS\*  
CARL J. PENTIS\*  
STEPHEN A. RAINS  
JASON A. SAVLOV  
DANIEL R. WILDISH\*  
\*Partner

OF COUNSEL  
THOMAS R. SALTARELLI  
THOMAS R. WAGNER

## WILDISH & NIALIS

ATTORNEYS AT LAW  
ORANGE TOWER  
500 N. STATE COLLEGE BOULEVARD  
SUITE 1200  
ORANGE, CALIFORNIA 92668  
TELEPHONE (714) 834-8001  
FACSIMILE (714) 834-3888  
[www.wildishandnialis.com](http://www.wildishandnialis.com)

SAN BERNARDINO COUNTY OFFICE  
985 KENDALL DRIVE, SUITE A-334  
SAN BERNARDINO, CALIFORNIA 92407  
TELEPHONE (909) 337-8303  
FACSIMILE (909) 337-8308

SAN DIEGO COUNTY OFFICE  
2588F EL CAMINO REAL, SUITE 51W  
CARLSBAD, CALIFORNIA 92008  
TELEPHONE (760) 720-0558  
FACSIMILE (760) 720-0558

RIVERSIDE COUNTY OFFICE  
23011 WASHINGTON AVE., SUITE C110  
MURRIETA, CALIFORNIA 92562  
TELEPHONE (951) 896-0041  
FACSIMILE (951) 896-8318

August 11, 2006

Mr. Reza Zandian  
8775 Costa Verde Boulevard, No. 1416  
San Diego, CA 92122

Via Fax: (858) 625-2460

Re: Emfaco S.A., etc. vs. Optima Technology Corporation, etc, et al.  
Case No.: O.C.S.C. 06CC08517  
Our File No.: 3579

Dear Mr. Zandian:

I am faxing to you an updated settlement offer from Mr. Adams. He has included the accounting we were seeking.

Should you have any questions regarding the enclosed or any aspect your pending matter, please do not hesitate to contact me.

Very truly yours,

WILDISH & NIALIS

  
CARL J. PENTIS

email: [cmartincz@wildishandnialis.com](mailto:cmartincz@wildishandnialis.com)

Enclosure: 8/11/06 settlement proposal from Adams  
F:\Clients\3579\Corr\CClient.07 (settlement offer 081106).wpd

**Robert Adams**

---

**From:** Robert Adams [radams@optimatech.com]  
**Sent:** Friday, August 11, 2006 1:17 PM  
**To:** 'cpentis@wildishandniels.com'  
**Cc:** 'Scott Albrecht'  
**Subject:** We accept and agree to the term of the settlement discussed today between you and my attorney Scott Albrecht,  
**Attachments:** CW\_20041029\_0302pm\_PST.pdf; sales for 1999-2006.xls

Carl,

I accept and agree to the term of the settlement discussed between you and my attorney Scott Albrecht, here is the requested information and is the same information provided already under oath in the recent Roxio litigation.

Let's just wrap this up ASAP so that parties can go our separate ways as I am tired of this BS and fighting with Zandian.

We are willing to settle all of the outstanding litigation and disputes with Reza on your terms and conditions - essentially \$12,500.00 - and here is the documentation that you I was told Mr. Zandian was looking for relating to Optima Technology, California:

**Assets:**

1. URL domain [www.optimatech.com](http://www.optimatech.com)
2. Patent 5,666,531
3. Soft 777 licensing agreement for 6% on patent 531". not produced a penny yet, See attached file: CW 20041029
4. State of California registration of Company name in California Optima Technology Corp. Fed Tax ID 33-0391754 and State CA Tax ID 1565687
5. Optima Technology Corp. Phone 949-476-0515 and fax 949-476-0613 numbers

**Liabilities:**

A lien against us for \$6-700K, Holland and Knight for Roxio case  
According to our D&B we there is about \$750K in UCC's against us and/or judgments from Reza's past ownership of Optima 1990-1999  
As per Mr. Fish our recent Attorney who blew the appeal says Optima owes him \$30k  
As per Mr. Fish, he says the attorneys for Roxio have a judgment for \$8-10k against Optima Technology Corp.  
That means we owe out about \$1.46 to \$1.59 million in debts

**Income received from product sales or asset sales since Dec 2002**

\$225,000.00\* on 30 Apr 2004 sales of rights to Soft777 for trademark names, any source code (none) and to develop and own Desktape, CD R Access, Xchange Pro.

\$26,836.13 Sales for 1999-2006, see attached excel sheet Sales for 1999-2006

**Notes:**

\*1. Money from 2004 sale for software to Soft 777 was used to retain and pay Holland & Knight and experts

Thank you,

Robert Adams  
CEO, Optima Technology  
949-476-0515 Phone  
949-476-0613 Fax

**Simply Smarter Storage & Encryption Software Solutions since 1990!**

**The information contained in this e-mail and any attachments are legally privileged or confidential. If you are not an intended recipient, you are hereby notified that any dissemination, distribution or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please notify the sender and permanently delete the e-mail and any attachments immediately. You should not retain, copy or use this e-mail or any attachment for any purpose, nor disclose all or any part of the contents to any other person. Thank you.**

Date	Name	Type	Gross	Fee	Net
9/18/2004	David Uhlmann	Shopping Cart	68	-2.99	66.01
7/31/2004	PayPal - Money Market		0.05	0	0.05
7/27/2004	PayPal - Money Market		0.43	0	0.43
6/27/2004	Barry Esler	FedEx	-34.73	0	-34.73
6/2/2004	Susan Chu	Shopping Cart	416.99	-12.39	404.6
5/29/2004	PayPal - Money Market		0.17	0	0.17
5/9/2004	Christoph Barth	Shopping Cart	249	-10.01	238.99
4/21/2004	Christ GmbH	Shopping Cart	249	-10.01	238.99
4/1/2004	PayPal - Money Market		0.01	0	0.01
3/23/2004	Digital Imaging & Graphi	Shopping Cart	69	-2.3	66.7
3/4/2004	Add funds	wire	2500	0	2500
3/4/2004	Thomas Tempelmann	White paper and patent work advance	-2,500.00	0	-2,500.00
2/28/2004	PayPal - Money Market		0.02	0	0.02
2/13/2004	Dean Pillion	DeskTape Pro v6.6V5.7 upgrade order	69	-2.3	66.7
2/12/2004	Clayton Condit	Shopping Cart	249	-7.52	241.48
2/3/2004	PayPal - Money Market		0.1	0	0.1
1/27/2004	David Moon	Shopping Cart	68	-2.3	66.7
1/11/2004	Impact Graphics	Shopping Cart	249	-7.52	241.48
1/1/2004	PayPal - Money Market		0.01	0	0.01
			1655.05	-57.34	1597.71
		<b>GROSS</b>			
		1999 Sales			0
		2000 Sales			0
		2001 Sales			\$5,703.05
		2002 Sales			\$15,489.59
		2003 Sales			\$6,045.78
		2004 Sales			\$1,597.71
		2005 Sales			\$0.00
		2006 Sales			\$0.00
		Total all years for Optima sales			\$28,836.13

**PATENT LICENSE AGREEMENT**

This Agreement is made and entered into this 30 day of April, 2004, by and between Optima Technology Corporation ("Optima"), a Delaware corporation, having a perpetual place of business located at 2102 Business Center Drive, Irvine, California 92612, and Soft 77, LLC ("Licensee"), a California corporation, having a place of business at 422 Larkfield Center, Suite 257, Santa Rosa, California 95403.

WHEREAS, Optima is the owner of the entire right, title and interest in and to U.S. letters patent No. 5866531 (the '531 Patent);

WHEREAS, Licensee is desirous of obtaining a non-exclusive license to make, use and sell products covered by the '531 Patent;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and a portion of which is set forth in full below, the parties hereto agree as follows:

1. Optima hereby grants to Licensee a non-exclusive license to make, use, sell and offer for sale products incorporating subject matter covered by the claims of the '531 Patent for the full term of the '531 Patent.

2. As and for a royalty, Licensee shall pay to Optima a sum to be calculated on six percent (6%) of gross sales of product incorporating the subject matter covered by any valid claim of the '531 Patent. Licensee's obligation to pay royalties shall commence on the 271<sup>st</sup> day following the first shipment of a product incorporating subject matter covered by any claim of the '531 Patent, and shall be due quarterly following said first shipment date.

3. This Agreement shall constitute the entire agreement between the parties, except that certain Software Transfer Agreement executed contemporaneously herewith.

4. Optima agrees to indemnify and hold Soft, and its subsidiaries, officers, directors, employees, agents, representatives and distributors harmless from and against any and all claims, liabilities, causes of action or damages (including attorneys' fees) arising out of: (i) any breach or default of this Agreement by Optima or (ii) claim of infringement related to the Patent by a third party.

5. In the event of the discovery of infringement of any patent which is the subject of this Agreement by any third party, Optima, as Licensor, shall have the first option to pursue any suit for infringement by way of trial, settlement or otherwise and shall in such event retain any and all damages recovered. Should Soft participate, at its discretion, financially in the pursuit of any such infringement, then the parties shall divide the proceeds of any recovery from such

(P)

suit whether by way of judgment or settlement in proportion to the financial contribution each has made to the proceedings. Should Optima fail to, or be unable to, participate financially in the pursuit of any infringement action, then Soft shall have the right, at Soft's discretion and expenses, to do so; and, in the event of any recovery by way of judgment, settlement or otherwise, Optima shall be entitled to three percent (3%) of the net proceeds of any judgment or settlement. In the event of any infringement, Optima agrees to lend its name to any legal proceedings necessary to pursue infringement and to cooperate in all respects with Soft.

6. This Agreement shall be in full force and effect for a period commencing on the date appearing on page one and ending on the last date of expiration of any valid claim of the Patent.

7. Soft shall keep accurate books of account and records covering all transactions relating to the license hereby granted. Optima reserves the right, at its expense, to conduct during reasonable business hours a confidential examination of Soft's books of account and records with respect to this License.

8. In the case of default or breach of this Agreement, in addition to all other remedies available to it, the non-defaulting party may terminate this Agreement by giving written notice of termination to the defaulting party. If non-payment is the basis of the breach, Soft shall have 15 days to cure the same from the date of written notice from Optima.

9. Termination of this Agreement and the license hereunder shall be without prejudice to any rights which the non-defaulting party may otherwise have against the defaulting party.

10. Each right, power and remedy provided for herein shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein. Resort to any remedies referred to herein shall not be construed as an election of remedies or a waiver of any other rights and remedies to which either party is or may be entitled under this Agreement or under applicable law.

11. The termination of this Agreement, for any cause except breach of Optima's warranties, shall in no way interfere with, affect or prevent the collection by Optima of any and all sums of money due to it immediately prior to the effective date of termination.

12. This Agreement represents the entire agreement between Optima and Soft with respect to a license to use the Inventions and Patent and supercedes all existing contracts or agreements previously executed between said parties, their predecessors, successors or assigns. This Agreement may be modified and amended only in a writing executed by a duly authorized representative of Optima and Soft.



13. Notices and other communications in respect of this Agreement shall be given in writing in English by facsimile, recognized overnight carrier or registered air mail, postage prepaid, to the party entitled thereto to its principal corporate headquarters to the attention of the "President" or to such other address as it may hereafter designate for the purpose:

If to Optima:

Robert Adams  
Optima Technology Corporation  
2109 Business Center Drive  
Irvine, California 92612  
Fax: (949) 476-0613

If to Soft:

Rebecca Smith  
Soft 77, LLC  
422 Larkfield Center, Suite 267  
Santa Rosa, California 95403

14. Invalidation of any provision in this Agreement, whether by adjudication or otherwise, shall not affect the validity of any other provision of this Agreement and all such other provisions shall remain in full force and effect.

15. This Agreement shall be binding upon the successors and assigns of the parties.

16. Either party may in writing waive any default without waiving any other default and the failure of any party to exercise any right, power or remedy upon default shall not be taken as a waiver thereof.

17. This Agreement is made and entered into in the State of California and shall be governed by and interpreted in accordance with the laws of the State of California, and the patent laws of the United States of America.

18. The provisions of paragraphs 4 and 5 shall survive the expiration or termination of this Agreement.



IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

OPTIMA TECHNOLOGY CORPORATION,  
a Delaware corporation

By: [Signature]  
Name: Robert Adams  
Title: CEO

SOFT 77, LLC,  
a California corporation

By: [Signature]  
Name: Rebecca Smith  
Title: President

01078100\_v1



# Exhibit U

RECEIVED  
MAR 16 3 54 PM '02  
CENTRAL DISTRICT OF CALIF.

FILED

1 Stuart M. Richter (State Bar No. 126231)  
2 Samantha Freedman (State Bar No. 191864)  
3 Gregory S. Korman (State Bar No. 216931)  
4 **KATTEN MUCHIN ZAVIS**  
5 2029 Century Park East • Suite 2600  
6 Los Angeles, CA 90067-6042  
7 (310) 788-4400

8 Attorneys for Plaintiff  
9 OPTIMA TECHNOLOGY CORPORATION

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

SACV 02-290

12 OPTIMA TECHNOLOGY CORPORATION, a California corporation,

13 Plaintiff,

14 vs.

15 MICHAEL DECORTE, doing business as EZ DATA TECHNOLOGY and  
16 RAYMOND J. MARTIN,

17 Defendants.

CASE NO. \_\_\_\_\_

COMPLAINT FOR DAMAGES, PROFITS, AND INJUNCTIVE AND OTHER EQUITABLE RELIEF FOR:

- 1. COPYRIGHT INFRINGEMENT;
- 2. TRADEMARK INFRINGEMENT;
- 3. FALSE DESIGNATION OF ORIGIN;
- 4. TRADEMARK DILUTION;
- 5. UNJUST ENRICHMENT;
- 6. COMMON LAW UNFAIR COMPETITION; AND
- 7. COMMON LAW DILUTION

DEMAND FOR JURY TRIAL

22 Plaintiff OPTIMA TECHNOLOGY CORPORATION, by and through its  
23 attorneys, Katten Muchin Zavis, for its Complaint against Defendants MICHAEL  
24 DECORTE dba EZ DATA TECHNOLOGY and RAYMOND J. MARTIN,  
25 alleges as follows:

26 SUMMARY OF ALLEGATIONS

27 Plaintiff Optima Technology Corporation ("Optima") alleges that  
28 Defendants Michael DeCorte and Raymond Martin, former employees of Optima

COPY

1 who are now and have been doing business as EZ Data Technology, copied three  
2 of Optima's data storage and software products, and together passed themselves  
3 off as Optima, illegally using Optima's name, goodwill and trademarks to sell  
4 their knock-off products. Optima's software products are widely used and the  
5 names of such products are (and always have been) distinctive, taking on a  
6 special meaning and significance to purchasers of computer software products.  
7 Defendants have and are continuing to intentionally infringe on Optima's  
8 copyrights to the software products, and have and are continuing to infringe on  
9 and dilute Optima's trademarks by passing themselves off as Optima. Their  
10 conduct has caused confusion among consumers as to the source and origin of  
11 Optima's products. Optima seeks preliminary and permanent injunctive relief  
12 restraining Defendants' illegal conduct, compensatory damages, statutory  
13 damages and, where appropriate, punitive damages.

#### 14 JURISDICTION

15 1. This Court has subject matter jurisdiction over this action pursuant to  
16 28 U.S.C. §§ 1331, 1338(a) and (b), 15 U.S.C. §§ 1121 and 1125(a) and 17  
17 U.S.C. §§ 101 *et seq.*, because it involves violations of the Copyright Act of  
18 1976, 17 U.S.C. 101 *et seq.* (the "Copyright Act") and the United States  
19 Trademark Act of 1946, as amended, 15 U.S.C. §§ 1501 *et seq.* (the "Lanham  
20 Act"). This Court has supplemental jurisdiction over Optima's claims for relief  
21 under the statutory and common laws of the State of California pursuant to 28  
22 U.S.C. § 1367.

#### 23 VENUE

24 2. Venue is proper within this judicial district under 28 U.S.C. §§ 1391  
25 and 1400(a), because a substantial part of the events or omissions giving rise to  
26 the claims in this case occurred in this judicial district and/or Defendants reside in  
27 this district.

28

SOFT 0989

1 PARTIES

2 3. Plaintiff Optima Technology Corporation ("Optima") is a California  
3 corporation, with its principal place of business in Irvine, California.

4 4. Defendant Michael DeCorte ("DeCorte") is a resident of Orange  
5 County, California. Optima is informed and believes, and based thereon alleges,  
6 that DeCorte operates a business known as "EZ Data Technology," the form of  
7 which is presently unknown, but which at all relevant times was doing business in  
8 Orange County, California.

9 5. Defendant Raymond Martin is a resident of Orange County,  
10 California.

11 OPTIMA'S SOFTWARE PROGRAMS

12 6. Optima was formed in 1990, and is a worldwide leader in the  
13 creation, development and distribution of software and hardware products for  
14 computers. One of Optima's more lucrative endeavors was the creation,  
15 development and maintenance of various data management software programs  
16 written especially for Macintosh computers. Specifically, Optima spent  
17 significant time and resources developing the following software programs:  
18 "DeskTape Pro," "CD-R Access Pro" and "DiskArray Pro" (collectively, the  
19 "Products").

20 A. In 1991, Optima created, developed, and began marketing and  
21 licensing an innovative software program entitled "DeskTape," which  
22 allows a backup tape drive to be used as if it were a regular disk or hard  
23 drive. Optima regularly revised, enhanced, updated and upgraded its  
24 "DeskTape" software. Optima's "DeskTape" software won an award for  
25 "Technical Excellence - Macintosh" at the 1993 Ziff-Davis Europe  
26 Software Excellence Awards. Optima continues to market, promote and  
27 license enhanced versions of "DeskTape Pro" software.

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1           B.    In 1994, Optima created, developed, and began marketing and  
2           licensing a software program entitled "CD-R Access," a program which  
3           allows a CD drive to be rewritable. Optima regularly revised, enhanced,  
4           updated and upgraded its "CD-R Access" software. Optima continues to  
5           market, promote and license enhanced versions of "CD-R Access Pro"  
6           software.

7           C.    In 1994, Optima created, developed, and began marketing and  
8           licensing a software program entitled "DiskArray." "DiskArray" is an  
9           intuitive, full-featured software program which provides formatting,  
10          initializing, repair, and monitoring utilities for drives and arrays. Optima  
11          regularly revised, enhanced, updated and upgraded its "DiskArray"  
12          software, and continues to market, promote and license enhanced versions  
13          of "DiskArray Pro" software.

14          7.    Optima's Products are the result of years of research, development  
15          and programming effort, involving multiple iterations of programming,  
16          compiling, testing, debugging and optimizing, followed by years of improvement  
17          and refinement based upon (among other things) customer feedback and requests.

18          8.    The Products contain a substantial amount of material originally  
19          created by Optima that is copyrightable subject matter under the laws of the  
20          United States. The material is fixed in a tangible medium of expression, *i.e.*,  
21          source code. Optima has complied in all respects with the Copyright Act and all  
22          other laws governing copyright, and has obtained from the Register of Copyrights  
23          Certificates of Registration for "DeskTape Pro" (Registration Number TX 5-455-  
24          512); "CD-R Access Pro" (Registration Number TX 5-455-513); and "DiskArray  
25          Pro" (Registration Number TX 5-455-511). True and correct copies of these  
26          Certificates of Registration are attached hereto as Exhibit A.

1 9. Optima has placed copyright notices on all copies of each of the  
2 Products that it has produced. Any copies of the Products published by Optima or  
3 under Optima's authority or license have been published in strict conformity with  
4 the provisions of the Copyright Act and all other laws governing copyright.

5 10. Since the development of the source codes for each of the Products,  
6 Optima has been, and still is, the sole proprietor of all right, title, and interest in  
7 and to the copyrighted Products.

8 11. Optima takes pride in its Products, and it created distinctive product  
9 names for each software program and, additionally, each Product's name has  
10 taken on a special significance to purchasers of computer software as a  
11 designation of origin of such products. As a result, Optima's Product names have  
12 acquired a distinctiveness and secondary meaning signifying Optima.

13 12. Further, as a result of Optima's use and promotion of its "DeskTape  
14 Pro," "CD-R Access Pro" and "DiskArray Pro" marks in interstate commerce,  
15 Optima has developed, established and now owns substantial and widespread  
16 recognition and goodwill associated with these marks in the computer industry.

17 13. The goodwill and recognition associated with Optima's distinctive  
18 Product names have generated millions of dollars in sales and have directly  
19 translated into a high degree of marketability for merchandise associated with  
20 these marks.

#### 21 DEFENDANTS' RELATIONSHIPS WITH OPTIMA

##### 22 *Raymond Martin*

23 14. Defendant Martin was employed by Optima from approximately  
24 February 1990 through approximately November 1998 as its lead software  
25 engineer. As Optima's employee, Martin researched, created, developed and  
26 wrote the confidential source codes for each of the Products. Additionally,  
27 Martin enhanced, maintained, upgraded and updated each of the Products for  
28

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1 Optima over the years. During his employment with Optima, Martin had access  
2 to and knowledge of Optima's source codes, the "DeskTape Pro," "CD-R Access  
3 Pro" and "DiskArray Pro" Product names and marks, and, on information and  
4 belief, confidential and proprietary information regarding Optima's clients, sales  
5 trends and pricing information. In fact, Martin had the source codes for the  
6 Products on his home computer, in addition to the computer that he used at work.

7 15. Optima is informed and believes, and based thereon alleges, that  
8 beginning in mid-1999, DeCorte hired Martin to copy, and/or duplicate in whole  
9 or in substantial part, Optima's Products. Optima is further informed and  
10 believes, and on that basis alleges, that Martin used Optima's source codes for the  
11 Products, or a substantial portion of Optima's source codes, without  
12 authorization, to create software programs for DeCorte. Then, using Optima's  
13 Product marks and packaging, DeCorte promoted, marketed and sold the copies  
14 to, among other people, Optima's customers over the internet using Optima's  
15 Product marks. Optima is informed and believes, and on that basis alleges, that  
16 Martin knew DeCorte was marketing and selling such software programs to,  
17 among other people, Optima's customers.

18 *Michael DeCorte*

19 16. Defendant DeCorte was employed by Optima as a computer  
20 technician in 1998 and 1999. During his employment with Optima, DeCorte had  
21 access to and knowledge of Optima's source codes, the "DeskTape Pro," "CD-R  
22 Access Pro" and "DiskArray Pro" Product names and marks, and, on information  
23 and belief, confidential and proprietary information regarding Optima's clients,  
24 sales trends and pricing information.

25 17. On or about February 25, 1999, DeCorte and two other employees of  
26 Optima, Joyce Klaasens and Domenico Guiseppe Miuccio, filed with the Orange  
27 County Clerk/Recorder a Fictitious Business Name Statement to do business as

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1 EZ Data Technology. The statement provides that DeCorte, Ms. Klaasens and  
2 Mr. Miuccio conduct their business as a "general partnership." DeCorte was still  
3 an employee of Optima at the time this statement was filed.

4 18. DeCorte terminated his employment with Optima in approximately  
5 March of 1999. For at least a month after that, DeCorte continued to work for  
6 Optima, including communicating with Optima's customers regarding Optima's  
7 Products.

8 19. On or about June 18, 2001, after Optima initiated a state civil court  
9 action alleging theft of trade secrets, DeCorte improperly caused to be filed  
10 California and Federal trademark applications for the "DeskTape Pro" and "CD-R  
11 Access Pro" marks. DeCorte, in the name of EZ Data Technology, has obtained  
12 California trademark registrations. DeCorte's Federal applications are pending.

13 ***Defendants' Efforts to Infringe on Optima's Copyrights, Misappropriate***  
14 ***Optima's Marks and Exploit Optima's Goodwill***

15 20. After (i) the creation of the source codes for each of the Products; (ii)  
16 Optima's adoption and first use of its distinctive Product names; and (iii)  
17 Optima's development of significant goodwill in these marks, Defendants  
18 engaged in concerted illegal efforts to steal Optima's intellectual property, and  
19 pass themselves off as Optima in connection with efforts to sell "knock-off"  
20 products. Specifically, beginning in approximately February 1999, Defendants,  
21 either individually, in concert with other defendants, and/or by and through EZ  
22 Data Technology, have been actively participating in the following conduct:

23 (a) DeCorte hired Martin to copy Optima's Products and create  
24 "knock-off" and/or substantially similar software programs using Optima's  
25 source codes, which Martin, who had worked as a software engineer for  
26 Optima, stole from Optima.

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1 (b) Martin and DeCorte together, as EZ Data Technology, have  
2 and continue to market, promote and sell their knock-off software  
3 programs using Optima's Product marks - "DeskTape Pro," "CD-R Access  
4 Pro" and "DiskArray Pro" - without authorization. In furtherance of these  
5 improper activities, Defendants have made liberal use of Optima's  
6 distinctive Product packaging in connection with their marketing,  
7 promotion and sale of Optima's Products and/or their "knock-off" software  
8 programs.

9 (c) Defendants have attempted to cause, and in fact have caused  
10 substantial confusion as to the source of the Products so that they can trade  
11 off the goodwill developed by Optima.

12 (d) Defendants contacted Optima's internet service provider  
13 ("ISP"), representing that they were authorized representatives of Optima  
14 and instructing the ISP to redirect all internet traffic from Optima's website  
15 at "www.optimizech.com" to DeCorte's website at "www.ez-  
16 datatech.com." In other words, if a person were conducting a search or had  
17 typed in "www.optimizech.com," the search engine would connect the  
18 person to DeCorte's website. Once at DeCorte's website, DeCorte used  
19 Optima's name and trademarks to market and promote his infringing  
20 products. In fact, Optima's logo, graphics and content were copied from  
21 Optima's website, without authorization, and are now being used on  
22 Defendant's website.

23 (e) In furtherance of their illegal conduct, and in response to cease  
24 and desist demands by Optima, Defendants improperly filed California and  
25 Federal trademark registration applications for "DeskTape Pro" and "CD-R  
26 Access Pro."

27  
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1 (f) Martin, either individually or in concert with DeCorte and/or  
2 other defendants, has been using and continues to use the source codes for  
3 Optima's Products, without authorization, to create software programs for  
4 DeCorte and others. Martin knew that DeCorte was marketing and selling  
5 such software programs to, among others, Optima's customers.

6 21. Defendants solicit and generate revenues from sales of their  
7 infringing software programs, with full knowledge that customers will associate  
8 Defendants' software programs, being sold under Optima's Product names, with  
9 the high quality Optima Products that consumers know by such distinctive  
10 Product names.

11 22. Through the aforementioned conduct, Defendants, together and  
12 individually, have acted in bad faith and with willful and flagrant disregard of  
13 Optima's lawful rights in the Products and their distinctive names. Defendants  
14 had actual knowledge of the goodwill associated with Optima as a result of  
15 Optima's lawful rights in its Products and their distinctive Product names, and  
16 that consumers purchasing Defendants' software programs that are advertised  
17 using Optima's distinctive Product names and the same product packaging would  
18 be apt to believe that Defendants' software programs either were sponsored by  
19 Optima, or actually were Optima Products.

20 23. Defendants' conduct and activities, alone and together, have greatly  
21 and irreparably damaged Optima and will continue to do so unless restrained by  
22 this Court.

23 **FIRST CLAIM FOR RELIEF**

24 **For Copyright Infringement**  
25 **17 U.S.C. §§ 101 *et seq.***

26 24. Optima hereby realleges and incorporates by reference paragraphs 1  
27 through 23, above.

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1 25. From mid-1999 to the present, by means of the actions complained  
2 of herein, Defendants have infringed and will continue to infringe Optima's  
3 copyrights in and to the Products, by producing, distributing and placing on the  
4 market software programs or portions thereof which were copied from, and are  
5 substantially similar to, Optima's copyrighted Products.

6 26. Optima is entitled to an injunction restraining Defendants, their  
7 officers, agents, and employees, and all persons acting in concert with them, from  
8 engaging in further such acts in violation of the copyright laws.

9 27. Optima is further entitled to recover from Defendants the damages it  
10 has sustained and will sustain as a result of Defendants' wrongful acts as  
11 hereinabove alleged. The amount of such damages cannot be determined at this  
12 time. Optima is further entitled to recover from Defendants the gains, profits, and  
13 advantages they have obtained as a result of their wrongful acts as hereinabove  
14 alleged. Optima at present is unable to ascertain the full extent of the gains,  
15 profits, and advantages Defendants have obtained by reason of their aforesaid acts  
16 of copyright infringement.

17 28. Due to the willful nature of Defendants' wrongful acts, Optima is  
18 entitled to an award of the maximum allowable statutory damages from and after  
19 the date of Optima's copyright registrations, its attorneys' fees and costs of suit  
20 pursuant to 17 U.S.C. §§ 504 and 505.

21 **SECOND CLAIM FOR RELIEF**

22 **For Trademark Infringement**

23 **Section 43(a)(1) of the Lanham Act (15 U.S.C. § 1125(a)(1))**

24 29. Optima hereby realleges and incorporates by reference paragraphs 1  
25 through 23, above.

26 30. As set forth herein, Defendants, together and individually, have been  
27 engaged in a scheme to profit by using Optima's common law trademarks

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1 "DeskTape Pro," "CD-R Access Pro" and "DiskArray Pro," in connection with  
2 the marketing, promotion and sale of Defendants' "knock-off" software programs  
3 which appear similar, if not nearly identical, to those offered by Optima to  
4 customers of computer software programs.

5 31. Optima is informed and believes, and based thereon alleges, that  
6 Defendants' use in commerce of the marks "DeskTape Pro," "CD-R Access Pro"  
7 and "DiskArray Pro" in connection with the advertising and sale of Defendants'  
8 "knock-off" software programs is likely to cause, and has caused, confusion,  
9 deception and mistake in the minds of consumers with respect to the source and  
10 origin of Defendants' software programs, in that consumers in the computer  
11 industry will believe, and have believed, that Optima is the source of origin of  
12 such software programs, is affiliated with Defendants and/or Defendants'  
13 software programs, or has sponsored or approved Defendants' use of the marks  
14 "DeskTape Pro," "CD-R Access Pro" and "DiskArray Pro" and/or Defendants'  
15 software programs under such marks. The respective marks, namely "DeskTape  
16 Pro," "CD-R Access Pro" and "DiskArray Pro," are identical, and Defendants'  
17 use of such marks is likely to cause, and upon information and belief has caused,  
18 confusion amongst consumers of Defendants' software programs and Optima's  
19 Products.

20 32. Defendants' unauthorized use of Optima's marks constitutes willful,  
21 contributory and/or vicarious infringement of Optima's common law marks  
22 "DeskTape Pro," "CD-R Access Pro" and "DiskArray Pro" in violation of  
23 Section 43(a)(1) of the Lanham Act, and in violation of the common law of the  
24 State of California and all states where Defendants have used Optima's  
25 "DeskTape Pro," "CD-R Access Pro" and "DiskArray Pro" marks.

26 33. Optima is informed and believes, and based thereon alleges, that  
27 Defendants have profited from their infringing acts, and that such acts were

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1 undertaken willfully and with the intention of causing, and which acts have  
2 caused, consumer confusion, mistake or deception as to the source or sponsorship  
3 of Defendants' software programs.

4 34. Defendants' use of Optima's common law marks "DeskTape Pro,"  
5 "CD-R Access Pro" and "DiskArray Pro" is greatly and irreparably damaging to  
6 Optima, and unless such conduct is restrained by this Court, Optima will suffer  
7 further infringement, loss and irreparable harm, and others will be encouraged to  
8 infringe upon Optima's common law marks "DeskTape Pro," "CD-R Access Pro"  
9 and "DiskArray Pro," thereby substantially decreasing their value, for which  
10 injuries Optima cannot be adequately compensated at law.

11 35. Optima is further entitled to recover from Defendants damages  
12 sustained by Optima as a result of Defendants' wrongful acts. Optima is  
13 presently unable to ascertain the full extent of the monetary damages it has  
14 suffered by reason of Defendants' acts of trademark infringement.

15 36. Optima is further entitled to recover from Defendants the gains,  
16 profits and advantages that Defendants have obtained as a result of their wrongful  
17 acts. Optima is presently unable to ascertain the full extent of the gains, profits  
18 and advantages Defendants have realized by reason of their acts of trademark  
19 infringement.

20 37. Due to the willful nature of Defendants' wrongful acts, Optima is  
21 entitled to an award of treble damages, its attorneys' fees and costs of suit  
22 pursuant to 15 U.S.C. § 1117.

### 23 THIRD CLAIM FOR RELIEF

#### 24 For False Designation Of Origin and Palming Off 25 Section 43(a)(1) of the Lanham Act (15 U.S.C. § 1125(a)(1))

26 38. Optima hereby realleges and incorporates by reference paragraphs 1  
27 through 23, above.

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1 39. As set forth herein, Defendants, together and individually, have  
2 intentionally, deliberately and willfully misappropriated Optima's "DeskTape  
3 Pro," "CD-R Access Pro" and "DiskArray Pro" marks (a) in order to trade upon  
4 the goodwill that Optima has developed in such marks, and (b) in an effort to  
5 deceive and confuse consumers into believing incorrectly that Optima is the  
6 source of origin of Defendants' software programs, is affiliated with Defendants  
7 and/or Defendants' software programs, or has approved or sponsored Defendants'  
8 use of Optima's marks.

9 40. By their efforts aimed at "passing off" or "palming off" one or more  
10 of their "knock-off" software programs using Optima's marks and product  
11 packaging, Defendants, individually and together, have acted in violation of  
12 Section 43(a)(1) of the Lanham Act.

13 41. Defendants' use of Optima's distinctive Product names in order to  
14 unfairly compete with Optima, as set forth herein, is greatly and irreparably  
15 damaging to Optima, and unless such conduct is restrained by this Court, Optima  
16 will suffer further injury, loss and irreparable harm, and others will be encouraged  
17 to compete unfairly with Optima, thereby substantially decreasing their value, for  
18 which injuries Optima cannot be adequately compensated at law.

19 42. Optima is further entitled to recover from Defendants damages  
20 sustained by Optima as a result of Defendants' wrongful acts. Optima is  
21 presently unable to ascertain the full extent of the monetary damages it has  
22 suffered by reason of Defendants' wrongful acts.

23 43. Optima is further entitled to recover from Defendants the gains,  
24 profits and advantages that Defendants have obtained as a result of their wrongful  
25 acts. Optima is presently unable to ascertain the full extent of the gains, profits  
26 and advantages Defendants have realized by reason of its acts of false designation  
27 of origin.

28 SOFT 1000



1 44. Due to the willful nature of Defendants' wrongful acts, Optima is  
2 entitled to an award of treble damages, its attorneys' fees and costs of suit  
3 pursuant to 15 U.S.C. § 1117.

4 **FOURTH CLAIM FOR RELIEF**

5 **For Trademark Dilution**

6 **Section 43(c) of the Lanham Act (15 U.S.C. § 1125(c))**

7 45. Optima hereby realleges and incorporates by reference paragraphs 1  
8 through 23, above.

9 46. By virtue of (a) Optima's extensive and continuous use and  
10 promotion of its common law marks "DeskTape Pro," "CD-R Access Pro" and  
11 "DiskArray Pro," (b) the identifying qualities of Optima's common law marks  
12 "DeskTape Pro," "CD-R Access Pro" and "DiskArray Pro," and (c) the  
13 recognition and goodwill associated with Optima's common law marks  
14 "DeskTape Pro," "CD-R Access Pro" and "DiskArray Pro," Optima's distinctive  
15 Product names are famous within the meaning of Section 43(c) of the Lanham  
16 Act, 15 U.S.C. § 1125(c). Optima's common law marks "DeskTape Pro," "CD-R  
17 Access Pro" and "DiskArray Pro" were famous prior to Defendants' acts  
18 complained of herein. As such, Optima has the exclusive right to own and  
19 control the use of the marks "DeskTape Pro," "CD-R Access Pro" and  
20 "DiskArray Pro" in connection with the sale of its computer software programs,  
21 and it is entitled to statutory relief under federal law.

22 47. Defendants' activities as set forth in the Complaint constitute  
23 unauthorized use in interstate commerce of Optima's common law marks  
24 "DeskTape Pro," "CD-R Access Pro" and "DiskArray Pro" and the packaging in  
25 which Optima markets, promotes and licenses its Products. Defendants' activities  
26 were conducted with full recognition of Optima's nationwide use of its marks  
27 "DeskTape Pro," "CD-R Access Pro" and "DiskArray Pro," and such activities  
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1 were commenced after Optima's marks had become famous. Defendants'  
2 activities tend to, and do, (a) injure Optima's business reputation, and (b) dilute,  
3 tarnish and blur the distinctive quality of the marks "DeskTape Pro," "CD-R  
4 Access Pro" and "DiskArray Pro," and are diminishing and will destroy the  
5 public association of said marks with Optima in violation of federal law.

6 48. Optima has suffered and will continue to suffer damages and  
7 irreparable harm as a result of Defendant's use of Optima's marks "DeskTape  
8 Pro," "CD-R Access Pro" and "DiskArray Pro," as set forth herein, and will  
9 continue to suffer irreparable harm unless enjoined by this Court.

10 49. Optima is further entitled to recover from Defendants damages  
11 sustained by Optima as a result of Defendants' wrongful acts. Optima is  
12 presently unable to ascertain the full extent of the monetary damages it has  
13 suffered by reason of Defendants' acts of dilution.

14 50. Optima is further entitled to recover from Defendants the gains,  
15 profits and advantages that Defendants have obtained as a result of their wrongful  
16 acts. Optima is presently unable to ascertain the full extent of the gains, profits  
17 and advantages Defendants have realized by reason of their acts of dilution.

18 51. Optima is informed and believes, and based thereon alleges, that  
19 Defendants committed the acts alleged above: (a) with previous knowledge of  
20 Optima's prior use of its marks; (b) with the willful intent to trade on Optima's  
21 goodwill and reputation, and (c) with the willful intent to cause dilution of  
22 Optima's marks. Because of the willful nature of Defendants' wrongful acts,  
23 Optima is entitled to an award of treble damages pursuant to 15 U.S.C. § 1117.

24 52. Optima is also entitled to recover its attorneys' fees and costs of suit  
25 pursuant to 15 U.S.C. § 1117.

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1 **FIFTH CLAIM FOR RELIEF**

2 **For Unjust Enrichment**

3 53. Optima hereby realleges and incorporates by reference paragraphs 1  
4 through 23, above.

5 54. By engaging in the conduct described herein for the purpose of  
6 depriving Optima of the revenues or profits to which Optima is entitled, resulting  
7 from Optima's ownership of its "DeskTape Pro," "CD-R Access Pro" and  
8 "DiskArray Pro" marks and copyrights in the Products, Defendants, individually  
9 and together, have been unjustly enriched at Optima's expense.

10 55. Optima did not, at any time, agree to give to the Defendants, or any  
11 of them, the benefits which they have reaped by and through their unauthorized  
12 use of Optima's "DeskTape Pro," "CD-R Access Pro" and "DiskArray Pro"  
13 marks and the Products. Defendants and each of them have accepted such  
14 benefits described herein without paying Optima for them.

15 56. Accordingly, equity and good conscience require that Defendants  
16 return to Optima the amount by which Defendants, individually and together,  
17 have been unjustly enriched.

18 **SIXTH CLAIM FOR RELIEF**

19 **For Common Law Unfair Competition**

20 57. Optima hereby realleges and incorporates by reference paragraphs 1  
21 through 23, above.

22 58. Optima and Defendants both sell computer memory devices, thus  
23 placing them in direct competition with one another.

24 59. Defendants have created illegal copies of Optima's Products, and  
25 have copied the labeling, packaging and marketing of the Products, all with the  
26 intent of deceiving consumers into purchasing the imitation goods while under the  
27 impression that they were purchasing Optima's goods.

28 SOFT 1003

1           60. Defendants' conduct has caused and, unless restrained by this Court  
2 will continue to cause irreparable damage and injury to Optima. Optima is  
3 entitled to preliminary and permanent injunctive relief and, unless Defendants are  
4 enjoined from continuing to pass off their products as those of Optima and  
5 continuing their wrongful acts, Optima is without adequate remedy at law.

6           61. Optima is further entitled to restitution from Defendants of all ill-  
7 gotten gains that Defendants, their officers, agent and employees, and all persons  
8 acting in concert with Defendants, have received as a result of their acts of unfair  
9 competition. Optima is presently unable to ascertain the full extent of such ill-  
10 gotten gains.

11           62. Defendants' wrongful conduct was performed with conscious and  
12 reckless disregard for Optima's rights, such as to constitute oppression, fraud or  
13 malice within the meaning of California Civil Code section 3294, thereby  
14 rendering Defendants liable for punitive damages in an amount sufficient to  
15 punish them and to deter them from engaging in future similar conduct.

16                           **SEVENTH CLAIM FOR RELIEF**

17                                   **For Common Law Dilution**

18           63. Optima hereby realleges and incorporates by reference paragraphs 1  
19 through 23, above.

20           64. Optima has inherently distinctive, strong and well-recognized  
21 trademarks in the Products, all of which are entitled to registration under  
22 California trademark laws.

23           65. Defendants' use of Optima's trademark has caused there to be mental  
24 association in the minds of the public between the Products and Defendants.

25           66. Defendants' continuing use of Optima's trademarks is likely to erode  
26 the public's identification of Optima's marks with Optima, thus diminishing its  
27

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1 effectiveness. This dilution of Optima's strong marks is likely to occur unless  
2 Defendants are enjoined from continued use.

3 67. Defendants' conduct has caused and, unless restrained by this Court  
4 will continue to cause irreparable damage and injury to Optima. Optima is  
5 entitled to preliminary and permanent injunctive relief and, unless Defendants are  
6 enjoined from continuing to use and dilute Optima's trademarks and continuing  
7 their wrongful acts, Optima is without an adequate remedy at law.

8 68. Optima is further entitled to recover from Defendants damages  
9 sustained by Optima as a result of Defendants' wrongful acts. Optima is  
10 presently unable to ascertain the full extent of the monetary damages it has  
11 suffered by reason of Defendants' acts of dilution.

12 WHEREFORE, Plaintiff Optima prays that this Court enter judgment  
13 against Defendants, and each of them, as follows:

14 **ON THE FIRST CLAIM FOR RELIEF**

15 1. Defendants and each of their respective officers, agents, servants,  
16 representatives, employees and attorneys, and all others in active concert or  
17 participation with them, be preliminarily and permanently enjoined from directly  
18 or indirectly infringing on Optima's copyrights in its Products, or continuing to  
19 market, offer, sell, dispose of, license, transfer, display, advertise, reproduce,  
20 develop, or manufacture any works derived or copied from Optima or to  
21 participate in or assist such activity.

22 2. Defendants and each of their respective officers, agents, servants,  
23 representatives, employees and attorneys, and all others in active concert or  
24 participation with them, be required to return to Optima any originals, copies,  
25 facsimiles, or duplicates of the source codes of the Products in their possession,  
26 custody or control.

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SOFT 1005

1 3. Defendants, and each of them, be required to recall from all  
 2 distributors, wholesalers, jobbers, dealers, retailers, non-Optima-licensed  
 3 customers and distributors, and all others known to Defendants, any originals,  
 4 copies, facsimiles, or duplicates of any software programs shown by the evidence  
 5 to infringe any Optima copyright.

6 4. Defendants, and each of them, be required to deliver to Optima for  
 7 destruction all infringing products within their possession, custody or control.

8 5. Defendants, and each of them, pay to Optima actual damages  
 9 according to proof that Optima has sustained as a result of Defendants'  
 10 infringement of Optima's copyrights, and to account and pay to Optima any  
 11 gains, profits and advantages derived from their acts of infringement of Optima's  
 12 copyrights.

13 6. All gains, profits and advantages derived by Defendants from their  
 14 acts of infringement be held in constructive trust for the benefit of Optima.

15 7. Defendants, and each of them, pay to Optima statutory damages  
 16 based upon Defendants' acts of infringement from and after the date of  
 17 registration, pursuant to the Copyright Act.

18 8. Defendants, and each of them, be required to reimburse Optima for  
 19 its costs in this action, together with reasonable attorneys' fees and disbursements  
 20 incurred by Optima herein, pursuant to the Copyright Act.

21 **ON THE SECOND, THIRD, FOURTH AND SEVENTH**  
 22 **CLAIMS FOR RELIEF**

23 1. Defendants and each of their respective officers, agents, servants,  
 24 representatives, employees and attorneys, and all others in active concert or  
 25 participation with them, be preliminarily and permanently enjoined and restrained  
 26 from:  
 27

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1 (a) marketing, distributing, licensing or selling unauthorized  
2 goods using the "DeskTape Pro," "CD-R Access Pro" or "DiskArray Pro"  
3 marks or any portion of such marks, the "Optima Technology" name, or  
4 Optima's distinctive Product packaging;

5 (b) passing off, or allowing others to pass off, products consumers  
6 believe are Optima products and services, which are in fact not produced  
7 by, connected with or sponsored by Optima; and

8 (c) otherwise injuring Optima's business reputation or diluting  
9 Optima's marks.

10 2. Defendants, and each of them, be required to deliver for destruction  
11 all infringing materials within their possession, custody or control.

12 3. Defendants, and each of them, be required to account for and pay  
13 over to Optima all profits derived from their wrongful acts, and to reimburse  
14 Optima for all damages suffered by Optima by reason of the Defendants' acts of  
15 infringement, false designation of origin, palming-off, passing-off and dilution,  
16 and that such damages be trebled, as appropriate, pursuant to Section 35 of the  
17 Lanham Act, 15 U.S.C. § 1117.

18 4. Defendants, and each of them, be required to reimburse Optima for  
19 its costs in this action, together with reasonable attorneys' fees and disbursements  
20 incurred by Optima herein, pursuant to Section 35 of the Lanham Act, 15 U.S.C.  
21 § 1117.

22 5. Optima be awarded an amount of money sufficient to place  
23 corrective advertising necessary to inform consumers who have received products

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SOFT 1007

1 not connected to Optima believing they are Optima's products, that Optima was  
2 not connected with such products.

3  
4 6. EZ Data Technology's California trademark registrations for  
5 "DeskTape Pro" (Registration Number 107345) and "CD-R Access Pro"  
6 (Registration Number 107344) be canceled.

7  
8 7. DeCorte's Federal trademark registration applications for "DeskTape  
9 Pro" (Serial Number 76/272309) and "CD-R Access Pro" (Serial Number  
10 76/272308) be ordered withdrawn and canceled.

11 **ON THE FIFTH CLAIM FOR RELIEF**

12 1. Defendants be ordered to return to Optima the total monetary amount  
13 Defendants have been unjustly enriched as a result of their infringement of  
14 Optima's copyrights in and to the Products and their unauthorized use of  
15 Optima's marks.

16 **ON THE SIXTH CLAIM FOR RELIEF**

17 1. Defendants and each of their respective officers, agents, servants,  
18 representatives, employees and attorneys, and all others in active concert or  
19 participation with them, be preliminarily and permanently enjoined and restrained  
20 from:

21 (a) marketing, distributing, licensing or selling unauthorized  
22 goods using the "DeskTape Pro," "CD-R Access Pro" or "DiskArray Pro"  
23 marks or any portion of such marks, the "Optima Technology" name, or  
24 Optima's distinctive Product packaging;

25 (b) passing off, or allowing others to pass off, products consumers  
26 believe are Optima products and services, which are in fact not produced  
27 by, connected with or sponsored by Optima; and

28 SOFT 1008



1 (c) otherwise engaging in unfair competition with respect to  
2 Optima's Products.

3 2. Defendants, and each of them, be required to deliver for destruction  
4 all infringing materials within their possession, custody or control.

5 3. Defendants, and each of them, be required to account for and pay  
6 over to Optima as restitution all profits derived from their wrongful acts.

7 4. Optima be awarded an amount of money sufficient to place  
8 corrective advertising necessary to inform consumers who have received products  
9 not connected to Optima believing they are Optima's products, that Optima was  
10 not connected with such products.

11 **ON ALL CLAIMS FOR RELIEF**

12 1. Optima be awarded costs of suit herein;

13 2. Optima be awarded prejudgment interest as may be recoverable,  
14 according to proof; and

15 3. Optima be awarded such other relief which the Court determines is  
16 just and equitable.

17  
18 Dated: March 18, 2002

Respectfully submitted,  
KATTEN MUCHIN ZAVIS  
Stuart M. Richter  
Samantha Freedman  
Gregory S. Korman

19  
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23 By:   
Samantha Freedman  
24 Attorneys for Plaintiff OPTIMA  
25 TECHNOLOGY CORPORATION  
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SOFT 1009

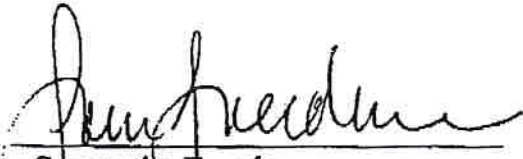
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DEMAND FOR JURY TRIAL

Plaintiff OPTIMA TECHNOLOGY CORPORATION hereby demands trial by jury with respect to all claims alleged in its complaint.

Dated: March 18, 2002

Respectfully submitted,  
KATTEN MUCHIN ZAVIS  
Stuart M. Richter  
Samantha Freedman  
Gregory S. Korman

By:   
Samantha Freedman  
Attorneys for Plaintiff  
OPTIMA TECHNOLOGY CORPORATION

CERTIFICATE OF REGISTRATION

FORM TX For a Nondramatic Literary Work UNITED STATES COPYRIGHT OFFICE



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

REGISTER OF COPYRIGHTS United States of America



EFFECTIVE DATE OF REGISTRATION

Feb. 27, 2002

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK

DeskTape Pro

PREVIOUS OR ALTERNATIVE TITLES

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared.

If published in a periodical or serial give: Volume Number Issue Date On Pages

2

NAME OF AUTHOR

a Optima Technology Corporation

Was this contribution to the work "work made for hire"? Yes No

AUTHOR'S NATIONALITY OR DOMICILE United States

DATES OF BIRTH AND DEATH

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymosity? Pseudonymosity?

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee...

NATURE OF AUTHORSHIP computer program

NAME OF AUTHOR

b Was this contribution to the work "work made for hire"? Yes No

AUTHOR'S NATIONALITY OR DOMICILE

DATES OF BIRTH AND DEATH

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymosity? Pseudonymosity?

NATURE OF AUTHORSHIP

NAME OF AUTHOR

c Was this contribution to the work "work made for hire"? Yes No

AUTHOR'S NATIONALITY OR DOMICILE

DATES OF BIRTH AND DEATH

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymosity? Pseudonymosity?

NATURE OF AUTHORSHIP

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED 1998

DATE AND NATION OF FIRST PUBLICATION Month November Day 10 Year 1998 United States

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

Optima Technology Corporation 17062 Murphy Avenue Irvine, California 92614

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED FEB 27 2002 ONE DEPOSIT RECEIVED FEB 27 2002 TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK - Complete all applicable spaces (numbers 6-9) on the reverse side of this page. - See detailed instructions. - Sign the form at line 8.

DO NOT WRITE HERE Page 1 of 2 pages

EXAMINED BY TMS FORM TX

CHECKED BY

CORRESPONDENCE  
 Yes

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)

a  This is the first published edition of a work previously registered in unpublished form.

b  This is the first application submitted by this author as copyright claimant.

c  This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number

Year of Registration

5

DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates.

previous version

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

revised computer program

a 6

See instructions before completing this space.

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name

Account Number

a 7

CORRESPONDENCE Give name and address in which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP

Katherine L. McDaniel, Esq.  
Katten Muchin Zavis  
2029 Century Park East, Suite 2600  
Los Angeles, California 90076-3012

Send code and daytime telephone number (310) 788-4719

Fax number (310) 712-8222

b

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one

- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Name of author or other copyright claimant, or owner of exclusive right(s)

Typed or printed name and date If this application gives a date of publication in space 2, do not sign and submit it before that date.

Robert Adams, CEO/President, Optima Technology Corporation

Date 21 Feb 02

Handwritten signature (X)

X

*Robert Adams* CEO & President

8

Certificate will be mailed in window envelope to this address:

Name PLEASE CALL SCOTT LOHR FOR PICK UP: (703) 683-6295  
 Katherine L. McDaniel, Katten Muchin Zavis  
 Number/Street/Apt 2029 Century Park East, Suite 2600  
 City/State/ZIP Los Angeles, California 90067-3012

YOU MUST

- 1. Complete all necessary spaces
- 2. Sign your application in space 8

SEND ALL 3 ELEMENTS IN THE SAME PACKAGE

- 1. Application form
- 2. Non-refundable filing fee in check or money order payable to Register of Copyrights
- 3. Deposit material

MAIL TO

Library of Congress  
Copyright Office  
101 Independence Avenue, S.E.  
Washington, D.C. 20559-6000

9

As of July 1, 1995, the filing fee for Form Tx is \$30.

17 U.S.C. § 304(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.  
June 1995—890,000  
WEB REV. June 1999

# CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

## FORM TX

For a Nondramatic Literary Work  
UNITED STATES COPYRIGHT OFFICE

TX 5-455-513  
[Barcode]

*Marybeth Peters*  
REGISTER OF COPYRIGHTS  
United States of America

EFFECTIVE DATE OF REGISTRATION  
Feb. 27, 2002  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

# 1

TITLE OF THIS WORK

CD-R Access Pro

PREVIOUS OR ALTERNATIVE TITLES

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give: Volume Number Issue Date On Pages

# 2

### a

NAME OF AUTHOR

Optima Technology Corporation

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country  
OR Citizen of United States  
OR Domiciled in

DATES OF BIRTH AND DEATH

Year Born Year Died

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous?  Yes  No  
Pseudonymous?  Yes  No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.  
computer program

### NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided. Give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

### b

NAME OF AUTHOR

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country  
OR Citizen of  
OR Domiciled in

DATES OF BIRTH AND DEATH

Year Born Year Died

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous?  Yes  No  
Pseudonymous?  Yes  No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

### c

NAME OF AUTHOR

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country  
OR Citizen of  
OR Domiciled in

DATES OF BIRTH AND DEATH

Year Born Year Died

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous?  Yes  No  
Pseudonymous?  Yes  No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

# 3

### a

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED  
1999

This information must be given in all cases.

### b

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK  
Month January Day 24 Year 1999  
United States

# 4

See instructions before completing this space.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

Optima Technology Corporation  
17062 Murphy Avenue  
Irvine, California 92614

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED  
ONE DEPOSIT RECEIVED  
TWO DEPOSITS RECEIVED  
FUNDS RECEIVED  
FEB 27 2002

MORE ON BACK

• Complete all applicable spaces (numbers 1-9) on the reverse side of this page.  
• See detailed instructions.  
• Sign the form at line 8.

DO NOT WRITE HERE  
Page 1 of 2 pages

SOFT 1013

EXAMINED BY \_\_\_\_\_ FORM TX  
 CHECKED BY TAAS  
 CORRESPONDENCE  
 Yes

FOR  
 COPYRIGHT  
 OFFICE  
 USE  
 ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)

- a.  This is the first published edition of a work previously registered in unpublished form.
- b.  This is the first application submitted by this author as copyright claimant.
- c.  This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▶

Year of Registration ▶

5

DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates.

previous version

a 6

See instructions before completing this space.

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

revised computer program

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

a

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP

Katherine L. McDaniel, Esq.  
Katten Muchin Zavis  
2029 Century Park East, Suite 2600  
Los Angeles, California 90076-3012

b

Area code and daytime telephone number ▶ (310) 788-4719  
Email ▶

Fax number ▶ (310) 712-8222

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one ▶

- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of

8

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Name of author or other copyright claimant, or owner of exclusive right(s) A

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

Robert Adams, CEO/President, Optima Technology Corporation

Date ▶ 21 Feb 02

Handwritten signature (X) ▶

X *Robert Adams, CEO, President*

Certificate will be mailed in window envelope to this address:

Name ▶ PLEASE CALL SCOTT LOHR FOR PICK UP: (703) 683-6295  
 Katherine L. McDaniel, Katten Muchin Zavis  
 Number/Street/Apt ▶ 2029 Century Park East, Suite 2600  
 City/State/ZIP ▶ Los Angeles, California 90067-3012

**YOU MUST**

- Complete all necessary spaces
- Sign your application in space 8

**SEND ALL 3 ELEMENTS IN THE SAME PACKAGE**

1. Application form
2. Non-refundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

**MAIL TO**  
 Library of Congress  
 Copyright Office  
 101 Independence Avenue, S.E.  
 Washington, D.C. 20559-6000

9

\*17 U.S.C. § 304(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,800.  
June 1999—300,500  
WEB REV: June 1999



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*  
 REGISTER OF COPYRIGHTS  
 United States of America

**FORM TX**  
 For a Nondramatic Literary Work  
 UNITED STATES COPYRIGHT OFFICE

TX 5-455-511

EFFECTIVE DATE OF REGISTRATION  
 Feb. 27, 2002  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**1**

TITLE OF THIS WORK ▼

DiskArray Pro

PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

**2**

NAME OF AUTHOR ▼

*Optima Technology Corporation*

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country  
 OR Citizen of United States  
 OR Domiciled in \_\_\_\_\_

DATES OF BIRTH AND DEATH  
 Year Born ▼ Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
 Anonymous?  Yes  No  
 Pseudonymous?  Yes  No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country  
 OR Citizen of \_\_\_\_\_  
 OR Domiciled in \_\_\_\_\_

DATES OF BIRTH AND DEATH  
 Year Born ▼ Year Died ▼

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 Pseudonymous?  Yes  No

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NAME OF AUTHOR ▼

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Name of Country  
 OR Citizen of \_\_\_\_\_  
 OR Domiciled in \_\_\_\_\_

DATES OF BIRTH AND DEATH  
 Year Born ▼ Year Died ▼

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 Pseudonymous?  Yes  No

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**NOTE**

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" at that part, and leave the space for date of birth and death blank.

**3**

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED  
 1998

This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK  
 Complete this information ONLY if this work has been published. Month November Day 24 Year 1998

United States

Nation

**4**

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Optima Technology Corporation  
 17062 Murphy Avenue  
 Irvine, California 92614

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

DO NOT WRITE HERE OFFICE USE ONLY

APPLICATION RECEIVED 11-27-98  
 ONE DEPOSIT RECEIVED 11-27-98  
 TWO DEPOSITS RECEIVED \_\_\_\_\_  
 FUNDS RECEIVED \_\_\_\_\_

MORE ON BACK ▶

Complete all applicable spaces (numbers 1-8) on the reverse side of this page.  
 See detailed instructions. Sign the form at line 8.

DO NOT WRITE HERE  
 Page 1 of 2 pages

EXAMINED BY JME FORM TX

CHECKED BY \_\_\_\_\_

CORRESPONDENCE  
Yes

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▾

a.  This is the first published edition of a work previously registered in unpublished form.

b.  This is the first application submitted by this author as copyright claimant.

c.  This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▸

Year of Registration ▸

5

DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▾

previous version

a

6

See instructions before completing this space.

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▾

revised computer program

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account. Name ▾ Account Number ▾

a

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▾

Katherine L. McDaniel, Esq.  
Katten Muchin Zavis  
2029 Century Park East, Suite 2600  
Los Angeles, California 90076-3012

b

Area code and daytime telephone number ▸ (310) 788-4719

Fax number ▸ (310) 712-8222

CERTIFICATION\* I, the undersigned, hereby certify that I am the

Check only one ▸

- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of \_\_\_\_\_

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Name of author or other copyright claimant, or owner of exclusive right(s) ▴

8

Typed or printed name and date ▾ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Robert Adams, CEO/President, Optima Technology Corporation

Date ▸ 21 Feb 02

Handwritten signature (X) ▾

X

*Robert Adams*  
CEO/President

Certificate will be mailed in window envelope to this address:

Name ▾  
**PLEASE CALL SCOTT LOHR FOR PICK UP: (703) 683-6295**  
Katherine L. McDaniel, Katten Muchin Zavis  
Number/Street/Apt ▾  
2029 Century Park East, Suite 2600  
City/State/ZIP ▾  
Los Angeles, California 90067-3012

**YOU MUST**

- Complete all necessary spaces
- Sign your application in space 8

**SEND ALL ELEMENTS IN THE SAME PACKAGE:**

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

**MAIL TO**  
Library of Congress  
Copyright Office  
101 Independence Avenue, S.E.  
Washington, D.C. 20559-6000

9

\*17 U.S.C. § 204(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.  
June 1999-200,000  
WGA REV. June 1998



CIVIL COVER SHEET

I (a) PLAINTIFFS
OPTIMA TECHNOLOGY CORPORATION, a
California corporation

DEFENDANTS
MICHAEL DE CORTE, dba EZ Data
Technology, and RAYMOND J. MARTIN

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Orange
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Orange
(IN U.S. PLAINTIFF CASES ONLY)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
Stuar M. Richter, Esq. (SB#126231)
Samantha Freedman, Esq. (SB#191864)
Katten Muchin Zavis
2029 Century Park East, Suite 2600
Los Angeles, California 90067-3012
310-788-4400

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION (PLACE AN x IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item II)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN x IN ONE BOX FOR PLAINTIFF AND ONE FOR DEFENDANT)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business in This State
Incorporated and Principal Place of Business in Another State
Foreign Nation

IV. ORIGIN (PLACE AN x IN ONE BOX ONLY)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation
Appeal to District Judge from Magistrate Judgment

V. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ injunctive relief; damages JURY DEMAND: YES NO

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.) Copyright Infringement (17 U.S.C. §§ 101 et. seq.); Trademark Infringement (43(a) of the Lanham Act (15 U.S.C. § 1125(a)(1)); False Designation of Origin (43(a) of the Lanham Act (15 U.S.C. § 1125(a)(1)); etc.

VII. NATURE OF SUIT (PLACE AN x IN ONE BOX ONLY)

Table with columns: OTHER STATUTES, CONTRACT, REAL PROPERTY, PERSONAL INJURY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS. Includes various legal categories like 400 State Reapportionment, 110 Insurance, 210 Land Condemnation, 310 Airplane, 441 Voting, 510 Motions to Vacate Sentence, 610 Agriculture, 422 Appeal, 870 Taxes, etc.

VIII(a). IDENTICAL CASES: Has this action been previously filed and dismissed, remanded or closed? X No Yes

If yes, list case number(s):

CV71 (8/98)

CIVIL COVER SHEET - Continued on Reverse

Page 1 of 2

FOR OFFICE USE ONLY: Pro Hac Vice fee: paid not paid Applying IFP Judge Mag. Judge

CCDJS44

CIVIL COVER SHEET (Reverse Side)

UPON COMPLETING THE FRONT SIDE OF FORM JS-44C, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(b). RELATED CASES: Have any cases been previously filed that are related to the present case? [X] No [ ] Yes

If yes, list case number(s):

CIVIL CASES ARE DEEMED RELATED IF A PREVIOUSLY FILED CASE AND THE PRESENT CASE:

- (CHECK ALL BOXES THAT APPLY) [ ] A. Appear to arise from the same or substantially identical transactions... [ ] B. Involve the same or substantially the same parties or property... [ ] C. Involve the same patent, trademark or copyright... [ ] D. Call for determination of the same or substantially identical questions of law... [ ] E. Likely for other reasons may entail unnecessary duplication of labor...

IX. VENUE: List the California County, or State if other than California, in which EACH named plaintiff resides. (Use an additional sheet if necessary)

[ ] CHECK HERE IF THE US GOVERNMENT, ITS AGENCIES OR EMPLOYEES IS A NAMED PLAINTIFF. Orange County.

List the California County, or State if other than California, in which EACH named defendant resides. (Use an additional sheet if necessary).

[ ] CHECK HERE IF THE US GOVERNMENT, ITS AGENCIES OR EMPLOYEES IS A NAMED DEFENDANT. Orange County.

List the California County, or State if other than California, in which EACH claim arose. (Use an additional sheet if necessary).

NOTE: In land condemnation cases, use the location of the tract of land involved. Orange County

X. SIGNATURE OF ATTORNEY (OR PRO PER) [Signature] Date 3/18/02

NOTICE TO COUNSEL/PARTIES: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law.

Key to Statistical codes relating to Social Security Cases:

Table with 3 columns: NATURE OF SUIT CODE, ABBREVIATION, SUBSTANTIVE STATEMENT OF CAUSE OF ACTION. Rows include codes 861 (HIA), 862 (BL), 863 (DIWC), 863 (DIWW), 864 (SSID), and 865 (RSI).

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-44

### Authority for Civil Cover Sheet

The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. (a) **PLAINTIFFS - DEFENDANTS.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a Government Agency use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official giving both name and title.
  - (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: in land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) **Attorneys.** Enter firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section ("see attachment").
- II. **JURISDICTION.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdiction be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 

United States Plaintiff. (1) Jurisdiction is based on 28 U.S.C. 1345 and 1346. Suits by agencies and officers of the United States are included here.

United States Defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal Question. (3) This refers to suits under 28 U.S.C. 1331 where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, and act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code take precedence and box 1 or 2 should be marked.

Diversity of Citizenship. (4) This refers to suits under 28 U.S.C. 1332 where parties are citizens of different states. When box 4 is checked, the citizenship of the different parties must be checked. (See Section III below) (Federal question actions take precedence over diversity cases.)
- III. **RESIDENCE (CITIZENSHIP) OF PRINCIPAL PARTIES.** This section of the JS-44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **ORIGIN.** Place an "X" in one of the seven boxes.
  - (1) Original Proceedings. Cases which originate in the United States District Courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C. Section 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 U.S.C. Section 1404(a). DO NOT use this for within-district transfers or multidistrict litigation transfers. When this box is checked, DO NOT check (8) below.
  - (8) Multidistrict Litigation. Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, DO NOT check (5) above.
  - (7) Appeal to District Judge from Magistrate Judge Judgment. Check this box for an appeal from a magistrate judge's decision.
- V. **REQUESTED IN COMPLAINT.**

*Class Action.* Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

*Demand.* In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

*Jury Demand.* Check the appropriate box to indicate whether or not a jury is being demanded.
- VI. **CAUSE OF ACTION.** Report the civil statute directly related to the cause of action and give a brief description of the cause of action.
- VII. **NATURE OF SUIT.** Place an "X" in the appropriate box. MARK ONE BOX ONLY. If the nature of suit cannot be determined, be sure the description of the cause of action in Section IV above is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause of action fits more than one nature of suit, select the most definitive.
- VIII(a) **IDENTICAL CASES.** Indicate if an identical action has previously been filed and dismissed, remanded or closed. Insert the docket number and judge's name, if applicable.
- VIII(b) **RELATED CASES.** This section of the CV-71 (JS-44) is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge's name for each case. Check all boxes that apply.
- IX. **VENUE.** This section of the CV-71 (JS-44) is used to identify the correct division in which the case will be filed. Please remember to indicate the residence of EACH plaintiff and defendant and the county or state in which each claim arose.
 

If the United States government or an agency thereof is a plaintiff or defendant, place an "X" in the appropriate box. Indicate the residence of other parties, if any.

In each category, for each party and claim, indicate the county, if in California. If other than California, you need only to list the state or country.
- X. **Attorney or party appearing pro per must sign and date this form.**

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Stuart M. Richter (State Bar No. 126231)  
Samantha Freedman (State Bar No. 191864)  
Gregory S. Korman (State Bar No. 216931)  
**KATTEN MUCHIN ZAVIS**  
2029 Century Park East • Suite 2600  
Los Angeles, CA 90067-6042  
(310) 788-4400

Attorneys for Plaintiff  
OPTIMA TECHNOLOGY CORPORATION

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SACV 02-340

MLGX

OPTIMA TECHNOLOGY CORPORATION, a California corporation,

Plaintiff,

vs.

MICHAEL DECORTE, doing business as EZ DATA TECHNOLOGY, RAYMOND J. MARTIN, and DOES 1 through 100, inclusive,

Defendants.

CASE NO. \_\_\_\_\_

**OPTIMA TECHNOLOGY CORPORATION'S CERTIFICATION AS TO INTERESTED PARTIES**

Local Rule 83-1.5

FILED  
MAR 18 3 54 PM '02  
U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.

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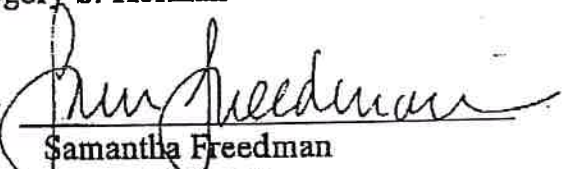
The undersigned, counsel of record for Plaintiff OPTIMA TECHNOLOGY CORPORATION, certifies that the following parties have a direct, pecuniary interest in the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification or recusal.

1. Plaintiff, OPTIMA TECHNOLOGY CORPORATION, a California Corporation. Optima Technology Corporation is a privately held corporation.

Respectfully submitted,

Dated: March 18, 2002

KATTEN MUCHIN ZAVIS  
Stuart M. Richter  
Samantha Freedman  
Gregory S. Korman

By:   
Samantha Freedman  
Attorneys for Plaintiff  
OPTIMA TECHNOLOGY CORPORATION

30757406v1

### UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA

#### NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE

Pursuant to the Local Rules Governing Duties of Magistrate Judges, the following Magistrate Judge has been designated to hear discovery motions for this case at the discretion of the assigned District Judge:

- |  |  |
|--|--|
| <input type="checkbox"/> Paul L. Abrams (PLAx)             | <input type="checkbox"/> James W. McMahon (Mcx)    |
| <input type="checkbox"/> Robert N. Block (RNBx)            | <input type="checkbox"/> Margaret A. Nagle (MANx)  |
| <input type="checkbox"/> Rosalyn M. Chapman (RCx)          | <input type="checkbox"/> Arthur Nakazato (ANx)     |
| <input type="checkbox"/> Charles F. Eick (Ex)              | <input type="checkbox"/> Fernando M. Olguin (FMOx) |
| <input checked="" type="checkbox"/> Marc L. Goldman (MLGx) | <input type="checkbox"/> Carolyn Turchin (CTx)     |
| <input type="checkbox"/> Stephen J. Hillman (SHx)          | <input type="checkbox"/> Patrick J. Walsh (PJWx)   |
| <input type="checkbox"/> Jeffrey W. Johnson (JWJx)         | <input type="checkbox"/> Andrew J. Wistrich (AJWx) |
| <input type="checkbox"/> Victor B. Kenton (VBKx)           | <input type="checkbox"/> Carla M. Woehle (CWx)     |
| <input type="checkbox"/> Stephen G. Larson (SGLx)          | <input type="checkbox"/> Ralph Zarefsky (RZx)      |
| <input type="checkbox"/> Jennifer T. Lum (JTLx)            |  |

Upon the filing of a discovery motion, the motion will be presented to the United States District Judge for consideration and may thereafter be referred to the Magistrate Judge for hearing and determination.

The Magistrate Judge's initials should be used on all documents filed with the Court so that the case number reads as follows:

CV-\_\_\_\_\_ *SM/CZ 290 GLT MLGx*

#### NOTICE TO COUNSEL

A COPY OF THIS NOTICE MUST BE SERVED WITH THE SUMMONS AND COMPLAINT ON ALL DEFENDANTS (IF A REMOVAL ACTION IS FILED, A COPY OF THIS NOTICE MUST BE SERVED ON ALL PLAINTIFFS).

SUBSEQUENT DOCUMENTS MUST BE FILED AT THE FOLLOWING LOCATION:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Western Division<br>312 N. Spring St., Rm. G-8<br>Los Angeles, CA 90012 | <input checked="" type="checkbox"/> Southern Division<br>411 West Fourth St., Rm 1-053<br>Santa Ana, CA 92701-4516 | <input type="checkbox"/> Eastern Division<br>3470 Twelfth St., Rm. 134<br>Riverside, CA 92501 |
|--|--|---|

**FAILURE TO FILE AT THE PROPER LOCATION WILL RESULT IN YOUR DOCUMENTS BEING RETURNED TO YOU.**

AO 121 (9/90)

TO:

Register of Copyrights  
Copyright Office  
Library of Congress  
Washington, D.C. 20559

**REPORT ON THE  
FILING OR DETERMINATION OF AN  
ACTION OR APPEAL  
REGARDING A COPYRIGHT**

In compliance with the provisions of 17 U.S.C. 508, you are hereby advised that a court action or appeal has been filed on the following copyright(s):

<input checked="" type="checkbox"/> ACTION <input type="checkbox"/> APPEAL		COURT NAME AND LOCATION United States District Court - Central District 411 W. Fourth St., #1053 Santa Ana, California 92701-4516	
DOCKET NO. SALV 22-240 GUT/ALG	DATE FILED 3-18-02	DEFENDANT MICHAEL DECORTE, dba EZ Data Technology; and RAYMOND J. MARTIN	
PLAINTIFF OPTIMA TECHNOLOGY CORPORATION			
COPYRIGHT REGISTRATION NO.	TITLE OF WORK	AUTHOR OF WORK	
1 TX5-455-511	DiskArray Pro	Optima Technology Corp.	
2 TX5-455-512	DeskTape Pro	Optima Technology Corp.	
3 TX5-455-513	CD-R Access Pro	Optima Technology Corp.	
4			
5			

FILED  
MAR 16 4 02 PM '02  
U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIF.

In the above-entitled case, the following copyright(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading			
COPYRIGHT REGISTRATION NO.	TITLE OF WORK	AUTHOR OF WORK		
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In the above-entitled case, a final decision was rendered on the date entered below. A copy of the order or judgment together with the written opinion, if any, of the court is attached.

COPY ATTACHED <input type="checkbox"/> Order <input type="checkbox"/> Judgment		WRITTEN OPINION ATTACHED <input type="checkbox"/> Yes <input type="checkbox"/> No	DATE RENDERED
CLERK	(BY) DEPUTY CLERK		DATE

DECLARATION OF ROBERT ADAMS

I, Robert Adams, declare:

1. I am the president and Chief Executive Officer of Optima Technology Corporation ("Optima"). I am familiar with all of the operations of the company, including its financial arrangements.

2. I have had the responsibility of coordinating legal counsel in connection with this action.

3. It is my understanding that once Mr. DeCorte filed bankruptcy, there was a "clean slate." The testimony I give by way of this Declaration relates entirely to complaints I have had from customers received after Mr. DeCorte filed bankruptcy on November 18, 2002.

4. I have received numerous complaints, indeed dozens of complaints, relating to upgrades to Optima Technology software. Most of those complaints relate to claims by customers that they purchased software licenses from a company called EZ Data after Mr. DeCorte filed bankruptcy on November 18, 2002. Further many of the complainants have told me that they purchased upgrades to the Optima software from EZ Data after November 18, 2002.

5. Despite the bankruptcy, Mr. DeCorte is clearly still in business under the fictitious business name of EZ Data. He is causing thousands, if not millions of dollars of damage to Optima Technologies. Unless stopped by the Court, Mr. DeCorte's continued actions may mean that Optima Technologies fails. Respectfully, we are asking the Court to stop Mr. DeCorte from



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hiding behind his bankruptcy. We are asking the Court to  
restrain Mr. DeCorte from any further acts which will harm Optima  
Technologies.

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2003 in Irvine,  
California.

\_\_\_\_\_  
Robert Adams

**AMENDMENT TO  
SOFTWARE TRANSFER AGREEMENT  
AND CONSENT TO ASSIGNMENT**

THIS AMENDMENT TO SOFTWARE TRANSFER AGREEMENT AND CONSENT TO ASSIGNMENT ("Amendment and Consent") is made and entered into on \_\_\_\_\_, 2004, by and between OPTIMA TECHNOLOGY CORPORATION, a Delaware corporation ("Optima"), and SOFT 77, LLC, a California limited liability company ("Soft").

WHEREAS, on or about April 30, 2004, Optima and Soft entered into that certain Software Transfer Agreement (the "Software Transfer Agreement") with respect to Soft's purchase from Optima of the software code to the software products known as Desk Tape Pro, CD-R Access Pro, and Xchange Pro (the "Software"), together with the trademarks/services marks, customer lists, product development, and goodwill in connection therewith;

WHEREAS, on or about April 30, 2004, Optima and Soft entered into that certain Patent License Agreement (the "Patent License Agreement") whereby Optima granted to Soft a non-exclusive license to make, use, sell and offer for sale products incorporating subject matter covered by the claims of U.S. letters patent No. 5666531;

WHEREAS, the Software Transfer Agreement provides for Soft's payment of \$100,000, representing the balance of the purchase price, to Optima on or before six months following the execution date of the Agreement;

WHEREAS, in order to perform its payment obligation under the Software Transfer Agreement, Soft must borrow the sum of \$100,000 from Rebecca Smith ("Secured Party");

WHEREAS, as a condition of making such loan to Soft, Secured Party is requiring that a certain provision of the Software Transfer Agreement be clarified and, notwithstanding that neither the Software Transfer Agreement or Patent License Agreement prohibit assignment, that Optima consent to the collateral assignment of Soft's right, title, and interest under the Software Transfer Agreement and Patent License Agreement to Secured Party, and upon any default by Soft of its obligations to Secured Party, the transfer of such right, title, and interest to any person or entity in accordance with the California Uniform Commercial Code;

AND, WHEREAS, to induce Secured Party to make such loan to Soft, Optima and Soft desires to amend a certain provision of the Software Transfer Agreement to clarify the obligations of Soft thereunder and Optima desires to consent to the collateral assignment of Soft's right, title, and interest under the Software Transfer Agreement and Patent License Agreement to Secured Party, and upon any default by Soft of its obligations to Secured Party, the transfer of such right, title, and interest to any person or entity in accordance with the California Uniform Commercial Code.

NOW, THEREFORE, for a valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Optima and Soft hereby agree as follows:

1. The second sentence of Section 3 of the Software Transfer Agreement is deleted in its entirety and replaced with the following sentence: "It is understood by Optima that Soft, as the outright owner of all right, title, and interest in the Software, is free to do whatever it wishes with the Software, or to do nothing at all with the Software, and Soft shall have no obligation whatsoever to Optima, its customers, or any other person or entity with respect to the Software or otherwise except for Soft's royalty obligations to Optima in accordance with this Agreement if Soft elects to commercialize the Software."

2. Optima hereby consents to the collateral assignment of Soft's right, title, and interest under the Software Transfer Agreement and Patent License Agreement to Secured Party, and upon any default by Soft of its obligations to Secured Party, the transfer of such right, title, and interest to any person or entity in accordance with the California Uniform Commercial Code. Optima agrees, at no cost to Optima, to execute and deliver such documents and undertake such other and further acts as may be reasonably necessary to carry out the intent of the parties hereto.

3. This Amendment and Consent may be executed in several counterparts, each of which shall be an original, but all of such counterparts shall constitute one such agreement. A facsimile signature shall be deemed to be the equivalent of an original signature.

4. This Amendment and Consent together with the Software Transfer Agreement and Patent License Agreement embodies the entire agreement between Optima and Soft in connection with the Software. In the event of any inconsistency between this Amendment and Consent and the Software Transfer Agreement, this Amendment and Consent shall control. All provisions of the Software Transfer Agreement not specifically modified by this Amendment and Consent shall remain in full force and effect.

IN WITNESS WHEREOF, Optima and Soft have executed and delivered this Amendment and Consent as of the date first set forth above.

Optima Technology Corporation,  
A Delaware corporation

Soft 77, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Robert Adams, CEO

By: \_\_\_\_\_  
Rebecca Smith, member

SOFT 1027

2230

Company Name	Sales	Approx. Sales attributed to CD software
Adaptec	418,749,000 (2002) 578,312,000 (2001)	\$ 20,000,000.00 \$ 28,550,000.00
Ahead Software	4,780,098 (2000) 4,727,294 (1999)	\$ 4,636,695.00 \$ 4,585,475.00
Gear Software	10,000,000 (2002)	\$ 10,000,000.00
Golden Hawk Technology	1,000,000 (2002) 1,000,000 (2001) 1,000,000 (2000)	\$ 1,000,000.00 \$ 1,000,000.00 \$ 1,000,000.00
HyCD, Inc.	3,000,000	\$ 3,000,000.00
Iomega Corporation	834,297,000 (2001) 1,300,184,000 (2000) 1,525,129,000 (1999) 1,694,385,000 (1998) 1,739,972,000 (1997)	\$ 31,763,000.00 \$ 33,310,000.00 \$ 12,400,500.00 ? ?
Oak Technology	146,600,000 (2002) 176,000,000 (2001) 86,500,000 (2000) 71,100,000 (1999) 157,100,000 (1998) 167,400,000 (1997)	\$ 36,650,000.00 \$ 44,000,000.00 \$ 21,625,000.00 \$ 17,775,000.00 \$ 39,275,000.00 ?
Pinnacle Systems	232,931,000 (2002) 252,700,000 (2001) 247,300,000 (2000) 159,100,000 (1999)	\$ 23,293,100.00 \$ 25,270,000.00 \$ 24,730,000.00 \$ 15,910,000.00

	105,296,000 (1998)	\$	10,529,600.00
	37,400,000 (1997)	\$	3,740,000.00
Roxio	142,000,000 (2002)	\$	71,000,000.00
· spun off from Adeptec in 2001	36,160,000 (2001)	\$	18,080,000.00
Sonic Solutions	19,100,000 (2002)	\$	6,000,000.00
Stomp, Inc.	19,668,678 (2000)	\$	17,668,678.00
	9,187,667 (1999)	\$	8,187,667.00
ValueSoft	36,814,000 (2001)*	\$	36,814,678.00
	11,035,000 (2000)*	\$	11,035,000.00
Young Minds Inc.	4,000,000 (2000)	\$	2,000,000.00
	3,300,000 (1999)	\$	1,650,000.00
	5,000,000 (1998)	\$	2,500,000.00
	10,000,000 (1997)	\$	5,000,000.00
* Taken from THQ Inc. web site, the parent company of ValueSoft			

Years of CD software sales	Potential Royalty		Potential Royalty		Potential Royalty	
	4%	2%	2%	1%		
?	\$ 800,000	\$ 400,000	\$ 400,000	\$ 200,000	\$	\$ 200,000
In business 20 Years	\$ 1,142,000	\$ 571,000	\$ 571,000	\$ 285,500	\$	\$ 285,500
8 Years	\$ 185,468	\$ 92,734	\$ 92,734	\$ 46,367	\$	\$ 46,367
	\$ 183,419	\$ 91,710	\$ 91,710	\$ 45,855	\$	\$ 45,855
10 Years	\$ 400,000	\$ 200,000	\$ 200,000	\$ 100,000	\$	\$ 100,000
8 Years	\$ 40,000	\$ 20,000	\$ 20,000	\$ 10,000	\$	\$ 10,000
	\$ 40,000	\$ 20,000	\$ 20,000	\$ 10,000	\$	\$ 10,000
	\$ 40,000	\$ 20,000	\$ 20,000	\$ 10,000	\$	\$ 10,000
8 Years	\$ 120,000	\$ 60,000	\$ 60,000	\$ 30,000	\$	\$ 30,000
	\$ 1,270,520	\$ 635,260	\$ 635,260	\$ 317,630	\$	\$ 317,630
	\$ 1,332,400	\$ 666,200	\$ 666,200	\$ 333,100	\$	\$ 333,100
	\$ 496,020	\$ 248,010	\$ 248,010	\$ 124,005	\$	\$ 124,005
	?	?	?	?	?	?
	?	?	?	?	?	?
6 Years	\$ 1,466,000	\$ 733,000	\$ 733,000	\$ 366,500	\$	\$ 366,500
	\$ 1,760,000	\$ 880,000	\$ 880,000	\$ 440,000	\$	\$ 440,000
	\$ 865,000	\$ 432,500	\$ 432,500	\$ 216,250	\$	\$ 216,250
	\$ 711,000	\$ 355,500	\$ 355,500	\$ 177,750	\$	\$ 177,750
	\$ 1,571,000	\$ 785,500	\$ 785,500	\$ 392,750	\$	\$ 392,750
	?	?	?	?	?	?
?	\$ 931,724	\$ 465,862	\$ 465,862	\$ 232,931	\$	\$ 232,931
Funded 1986	\$ 1,010,800	\$ 505,400	\$ 505,400	\$ 252,700	\$	\$ 252,700
3	\$ 989,200	\$ 494,600	\$ 494,600	\$ 247,300	\$	\$ 247,300
3	\$ 636,400	\$ 318,200	\$ 318,200	\$ 159,100	\$	\$ 159,100

	\$	421,184	\$	210,592	\$	105,296
	\$	149,600	\$	74,800	\$	37,400
2 Years	\$	2,840,000	\$	400,000	\$	710,000
	\$	723,200	\$	361,600	\$	180,800
7 Years	\$	240,000	\$	120,000	\$	60,000
5 Years	\$	706,747	\$	353,374	\$	176,687
	\$	327,507	\$	163,753	\$	81,877
6 Years	\$	1,472,587	\$	736,294	\$	368,147
	\$	441,400	\$	220,700	\$	110,350
?	\$	80,000	\$	40,000	\$	20,000
Founded 1989	\$	66,000	\$	33,000	\$	16,500
	\$	100,000	\$	50,000	\$	25,000
	\$	200,000	\$	100,000	\$	50,000
	\$	23,759,176	\$	10,859,588	\$	5,939,794

# Exhibit V





**Optima Technology Corporation**

**Main Office**  
**Finance & Operation**  
2102 Business Center Drive  
Irvine, CA 92612  
Tel: 949-476-0515  
Fax: 949-253-5769

**Sales & Production**  
17062 Murphy Avenue  
Irvine, CA 92612

September 20, 2004

PowerLogix  
8701 W. Parmer Lane, Suite 1120  
Austin, TX 78729

Dear Sir,

My attorneys at Holland and Knight notified me that you have filed a lawsuit against Soft 77, LLC, a company located in Santa Rosa, California. I believe this to be the same company owned by a Rebecca Smith. We requested that she set up a new company before we would allow her to purchase our software products, source codes, and software trademarks.

It was also her desire to set up a separate company not affiliated with Micromat or her ex-husband. Soft 77 is an independent company owned only by Ms. Smith for the sole purpose of taking over our line of Optima Technology Corp. software products.

If this is indeed the same company, the matter is now cleared up and we ask that you please remove Soft 77, LLC, from your lawsuit as it was in no way set up for the reasons you allege nor is it in any way connected to Micromat.

My company and my attorneys are more than willing to provide any necessary proof that Soft 77 is not now nor has ever been a part of the allegations stated in your lawsuit nor is Soft 77 conducting business in Texas. This company was started only to utilize the software codes for the products to be purchased from Optima.

Soft 77 will acquire Optima Technology Corporation software products upon the November 2004 completion of a purchase agreement dated April 30, 2004. Negotiations for this purchase began in February 2004.

Your understanding of this matter is helpful. I am sure the Judge would appreciate your correction of said matter before it goes before the court.

Sincerely,

Robert Adams, CEO  
Optima Technology Corporation

cc Holland and Knight-Robert Lyon  
The United States District Court, Western District of Texas, Case Number A04CA596SS

# Exhibit W

# Exhibit X

---

From: [rezazand@hotmail.com](mailto:rezazand@hotmail.com)  
To: [bornsteins@qtlaw.com](mailto:bornsteins@qtlaw.com)  
Subject: RE:  
Date: Fri, 30 Nov 2007 07:42:58 +0000

Dear Mr. Bornstein,

This is to confirm our telephone conversation of today that I am the Director, Chairman of Board and Officer of Optima Technology Corporation a California Corporation and the only authorized person to act on behalf of Optima Technology "Optima".

I am also one of the founders of "optima" back in 1990.

Robert Adams was previously an employee of Optima and he was fired in 2006 for fraud and forgery, after filing our complaint an Orange County Court rendered a judgment against him for over \$13,000,000.00 and we are looking for him to execute our judgment.

As I confirmed to you, I have seen your documents and we are prepared to cooperate with you and your client and license Optima patents to protect your client's interest.

I will provide you a copy of the judgment after my return to California, he is Rober Adams not Dr.Adams and has done similar actions against Roxio and Network Solution without our Authorization to collect money from our assets.

With Regards

G. Reza Zandian

---

Subject  
Date: Thu, 29 Nov 2007 15:21:33 -0500  
From: [BornsteinS@qtlaw.com](mailto:BornsteinS@qtlaw.com)  
To: [rezazand@hotmail.com](mailto:rezazand@hotmail.com)

Mr. Zandian:

Thanks for taking the time to speak with me regarding our pending litigation against Optima and Dr. Adams. As requested, my contact information is as follows:

Scott J. Bornstein  
Greenberg Traurig, LLP  
200 Park Avenue  
NY, NY 10166  
[212-801-2172](tel:212-801-2172) (direct)  
[917-861-1796](tel:917-861-1796) (cell)  
[bornsteins@qtlaw.com](mailto:bornsteins@qtlaw.com)

---

Subject: RE:

Date: Tue, 11 Dec 2007 10:40:01 -0500

From: [BornsteinS@qtlaw.com](mailto:BornsteinS@qtlaw.com)

To: [rezazand@hotmail.com](mailto:rezazand@hotmail.com)

Reza: I just had a conversation with Larry Oliverio, counsel for Adams. He has asked for you to give him a call to describe your understanding of the facts. He also advised me that Honeywell has entered into a substantial agreement with Adams which you may want to discuss. His number is [617-697-8000](tel:617-697-8000). Please call me after you speak to update me on your conversation.

Thanks.

Scott (212-801-2172)

---

**From:** reza zand [<mailto:rezazand@hotmail.com>]

**Sent:** Monday, December 10, 2007 5:06 PM

**To:** Bornstein, Scott (Shld-NY-IP)

**Subject:** RE:

Scott,

Please find herewith the two judgments that we obtained against Robert Adams, his attorney's withdrawn from the case once they learned that they were defending a forgery case.

I will provide you with the assignment information.

Please confirm the receipt of these judgments.

Regards

Reza

# Exhibit Y

# Exhibit Z

1 THE COURT FURTHER FINDS that KOROGHLI shall be limited to a reasonable  
2 attorney fee Award of THIRTY-EIGHT THOUSAND ONE HUNDRED NINETY-FIVE  
3 dollars AND 74 cents (\$38,195.74).

4 THE COURT FURTHER FINDS that the \$38,195.74 attorney fee Award to  
5 KOROGHLI is a portion of the reasonable and actual attorneys' fees incurred by KOROGHLI  
6 in defending this matter. In making this finding the Court has considered: (1) the qualities of  
7 KOROGHLI's counsel, their ability, training, education, professional standing, and skill; (2) the  
8 character of the work performed including its difficulty, its intricacy, its importance, time, and  
9 skill required, the responsibility imposed and the prominence and character of the parties to this  
10 action where they affect the importance of the litigation; (3) the work actually performed by  
11 KOROGHLI's counsel including the skill, time, and attention given to the work; and (4) the  
12 result obtained and the benefits derived therefrom; and has determined that the fee awarded is  
13 reasonable and appropriate under the circumstances and facts of this case.  
14

15 THE COURT FURTHER FINDS that JSWC and SADRI shall be limited to a  
16 reasonable attorney fee Award of NINETY THOUSAND THREE HUNDRED SEVENTY-  
17 TWO dollars AND 50 cents (\$90,372.50).

18 THE COURT FURTHER FINDS that the \$90,372.50 attorney fee Award to JSWC and  
19 SADRI is a portion of the reasonable and actual attorneys' fees incurred by JSWC and SADRI  
20 in defending this matter. In making this finding the Court has considered: (1) the qualities of  
21 JSWC and SADRI's counsel, their ability, training, education, professional standing, and skill;  
22 (2) the character of the work performed including its difficulty, its intricacy, its importance,  
23 time, and skill required, the responsibility imposed and the prominence and character of the  
24 parties to this action where they affect the importance of the litigation; (3) the work actually  
25 performed by JSWC and SADRI's counsel including the skill, time, and attention given to the  
26  
27

28 ///



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*

REC'D & FILED ✓

2014 APR -2 PM 4: 05

ALAN GLOVER  
BY  CLERK  
DEPUTY

5  
6  
7 **In The First Judicial District Court of the State of Nevada**  
8 **In and for Carson City**  
9

10  
11 JED MARGOLIN, an individual,  
12 Plaintiff,  
13 vs.

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

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

**MOTION FOR WRIT OF  
EXECUTION**

22 Plaintiff Jed Margolin ("Plaintiff"), by and through his attorneys of record, hereby files  
23 the following Motion for Writ of Execution:

24 **POINTS AND AUTHORITIES**

25 On June 24, 2013, the Court entered Default Judgment against Defendants. In the  
26 Default Judgment, the Court entered judgment in favor of Plaintiff against Defendants, jointly  
27 and severally, in the sum of \$1,495,775.74, plus interest at the legal rate, pursuant to NRS  
28 17.130, therein from the date of default until the judgment is satisfied.

1244

1 As such, Plaintiff requests that the Court authorize the Washoe County Sheriff to  
2 execute the Judgment through the seizure of Defendants' bank accounts, investment accounts,  
3 certificates of deposit, annuities, wages, and real and personal property. Such an order is  
4 appropriate here as the Court has denied Defendants' Motion to Set Aside Judgment.  
5 Defendants have not obtained a stay of enforcement or posted a bond which would prevent  
6 execution of the Judgment.

7 Based on the foregoing and the attached First Memorandum of Post-Judgment Costs  
8 and Fees, attached hereto as Exhibit 1, Plaintiff hereby requests that the Court direct the Court  
9 Clerk to issue the attached Writs of Execution, attached hereto as Exhibit 2, so that the  
10 Washoe County Sheriff and the Clark County Constable may assist Plaintiff in executing the  
11 Default Judgment against Defendants.

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

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

15 DATED: April 1, 2014.

WATSON ROUNDS

16 By: 

17 Matthew D. Francis (6978)  
18 Adam P. McMillen (10678)  
19 WATSON ROUNDS  
20 5371 Kietzke Lane  
21 Reno, NV 89511  
22 Telephone: 775-324-4100  
23 Facsimile: 775-333-8171  
24 Attorneys for Plaintiff Jed Margolin  
25  
26  
27  
28

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, MOTION FOR WRIT OF EXECUTION,  
5 addressed as follows:

6 Jason D. Woodbury  
7 Severin A. Carlson  
8 Kaempfer Crowell  
9 510 West Fourth Street  
Carson City, Nevada 89703  
*Attorneys for Defendant, Reza Zandian*

10 Dated: April 2<sup>nd</sup>, 2014

11   
Nancy Lindsley

**INDEX OF EXHIBITS**

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<b>Exhibit No.</b>	<b>Description</b>	<b>Pages</b>
1	First Memorandum of Post-Judgment Costs and Fees	5
2	Writs of Execution (10 original - Washoe County; 2 original Clark County)	37

2247

Exhibit 1

Exhibit 1

2249

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

6  
7 **In The First Judicial District Court of the State of Nevada**  
8 **In and for Carson City**  
9

10  
11 JED MARGOLIN, an individual,  
12 Plaintiff,

Case No.: 090C00579 1B

Dept. No.: 1

13 vs.

**FIRST MEMORANDUM OF POST-  
JUDGMENT COSTS AND FEES**

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

21 Defendants.  
22

23 Judgment having been entered in the above entitled action on June 24, 2013 against  
24 Defendants, jointly and severally, Plaintiff Jed Margolin, by and through his counsel of record,  
25 Adam P. McMillen, Esquire of Watson Rounds, P.C., submits Plaintiff's First Memorandum  
26 of Post-Judgment Costs and Fees and requests the Clerk tax such costs and fees, as follows:  
27

28 POST-JUDGMENT ATTORNEYS' FEES  
(JUNE 24, 2013 THROUGH MARCH 26, 2014) ..... \$ 34,787.50

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COSTS (JUNE 24, 2013 THROUGH MARCH 26, 2014):

- Postage/photocopies (in-house) \$ 619.75
  - Fees (filing fees and recording fees) 154.00
  - Research 271.46
  - Witness Fees (Subpoenas) 444.38
  - Process service/courier fees 433.00
- \$ 1,922.59

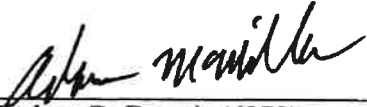
**TOTAL:** \$ 36,710.09

**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: April 6, 2014.

WATSON ROUNDS, P.C.

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*

2250