

DISTRICT COURT CIVIL COVER SHEET

A-16-743057-C

County, Nevada

VIII

Case No.

(Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)	
Plaintiff(s) (name/address/phone): Ray Koroghli, an individual: Fairborz Sadri, As Trustee for Star Living Trust	Defendant(s) (name/address/phone): Gholamreza Zandian Jazi, an individual
Attorney (name/address/phone): YanXiong Li, Esq., BLACK & LOBELLO 10777 West Twain Ave., Suite 300 Las Vegas, NV 89135 (702) 869-8801	Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)		
Civil Case Filing Types		
Real Property	Negligence	Torts
Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate	Construction Defect & Contract	Judicial Review/Appeal
Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ		Other Civil Filing
<input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		<input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input checked="" type="checkbox"/> Other Civil Matters

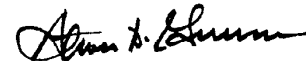
Business Court filings should be filed using the Business Court civil coversheet.

September 7, 2016

Date

Signature of initiating party or representative

See other side for family-related case filings.



CLERK OF THE COURT

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5 *Attorneys for Plaintiffs*

6 **DISTRICT COURT**

7 **CLARK COUNTY, NEVADA**

9
10 RAY KOROGHLI, an individual; FARIBORZ
SADRI, As Trustee For STAR LIVING TRUST;

Case No.: A-16-743057-C

11 Plaintiffs,

Dept. No.: VIII

12 v.

**COMPLAINT FOR DECLARATORY
JUDGMENT**

13 GHOLAMREZA ZANDIAN JAZI, an
14 individual; DOES 1-10; and ROE ENTITIES I-X

EXEMPT FROM ARBITRATION

15 Defendants.

- Seeks Declaratory Relief

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18 Plaintiffs, RAY KOROGHLI and FARIBORZ SADRI, AS TRUSTEE FOR STAR
19 LIVING TRUST (collectively as "Plaintiffs"), by and through their undersigned attorneys and for
20 their claims for relief against Defendant, GHOLAMREZA ZANDIAN JAZI ("Defendant")
21 complains and alleges as follows:

22 **PARTIES AND JURISDICTION**

23 1. Plaintiff RAY KOROGHLI ("Mr. Koroghli") is and was at all times relevant hereto
24 an individual domiciled in the state of Nevada. Mr. Koroghli at all relevant times hereto was and
25 is one of three Managing Members of WENDOVER PROJECT L.L.C. ("Wendover" or the
26 "Company"). At all relevant times, Mr. Koroghli was held out by Wendover as the day to day
27 Manager.
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1 2. Plaintiff FARIBORZ SADRI, AS TRUSTEE FOR STAR LIVING TRUST
2 ("SLT"), is and was at all times relevant hereto an individual domiciled in the state of Nevada.
3 SLT at all relevant times hereto was and is one of three Managing Members of Wendover. At all
4 relevant times, SLT was a financial arm of Wendover having invested substantial sums in
5 Wendover.

6 3. Plaintiffs are informed and believes that Defendant GHOLAMREZA ZANDIAN
7 JAZI ("Mr. Zandian") was at times relevant hereto an individual domiciled in the state of Nevada.
8 Mr. Zandian may have relocated to Paris, France in or around 2013. Mr. Zandian was at certain
9 relevant times designated as one of three Managing Members of Wendover.

10 4. WENDOVER PROJECT L.L.C. ("Wendover") is a Nevada limited liability
11 company which was duly formed in or about April 2003 by Plaintiffs and Defendant under the
12 laws of Nevada and authorized to conduct business in the State of Nevada. The principal place of
13 business of Wendover was and is situated in Clark County, Nevada.

14 5. The true names and identities of Defendants DOES 1-10 and ROE ENTITIES I-X,
15 inclusive, whether individuals, corporations, associates or otherwise of Defendants, are unknown
16 to Plaintiff, who therefore sues said Defendants by such fictitious names. Plaintiffs will seek leave
17 of Court to amend this Complaint to insert the true names and/or capacities of such fictitiously
18 named Defendants when the same have been ascertained.

19 6. At all times relevant herein, Defendants and each of them were the agents, servants
20 or employees of each other and were acting within the course and scope of this agency, with the
21 permission, authorization and/or consent of remaining co-Defendants. Defendants and each of
22 them were partners, associates, joint ventures, and/or co-conspirators of all remaining co-
23 Defendants. Each and every Defendant acted, at all times herein, within the course, purpose and
24 scope of said partnership, association, joint venture and/or conspiracy with the permission,
25 authorization and/or consent of remaining co-Defendants.

26 7. Jurisdiction and Venue are proper in the Eighth Judicial District, Clark County,
27 Nevada because Wendover maintains its principal office, place of business and books/records of
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1 the business in Clark County, Nevada. Further, the contracts that is the subject of this action was
2 signed, performed and breached in Clark County, Nevada.

3 8. This Court has personal jurisdiction over Defendant because, upon information and
4 belief: (i) Defendant is domiciled and/or are registered to do business in Nevada and do continuous
5 and systematic business in Nevada and in this District; (ii) Defendant have transacted business in
6 Nevada and contracted to purchase, sell and/or provide real estate or related services in Nevada in
7 connection with matters give rise to this suit; and/or (iii) Defendant regularly do or solicit business
8 in Nevada, and/or derive substantial revenue from real estate related transactions in Nevada, and/or
9 expect or reasonably should expect their infringing conduct to have consequences in Nevada.

10 **FACTUAL ALLEGATIONS**

11 9. Plaintiffs reincorporate by reference all preceding paragraphs as if fully set forth
12 herein.

13 10. In or around November 2003, Mr. Zandian introduced a potential offer to sell
14 various real estate parcels by Pico Holdings to Mr. Koroghli and SLT.

15 11. Mr. Zandian represented that the proposed purchase price of these parcels was \$15
16 million dollars but that Pico Holdings agreed to reduce the price to \$12 million dollars based on
17 Mr. Zandian's promise to contribute \$3 million dollars in Damen Shipyard stocks.

18 12. On information and belief, Pico Holdings actually offered the parcels for sale at
19 \$12 million dollars.

20 13. On information and belief, Mr. Zandian's promise to contribute \$3 million dollars
21 in Damen Shipyard stocks was pure falsehood and disclosed to Mr. Koroghli and SLT in Mr.
22 Zandian's effort to obtain a share of the profits from the eventual re-sale of these parcels.

23 14. In addition to falsely representing the terms upon which Pico Holdings was willing
24 to consummate the sale, Mr. Zandian promised to undertake obligations to list and market the
25 parcels for re-sale.

26 15. In addition to falsely representing the terms upon which Pico Holdings was willing
27 to consummate the sale, Mr. Zandian promised to contribute a pro-rata portion of the closing costs,
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1 debt service, holding costs and maintenance costs related to the parcels purchased from Pico
2 Holdings.

3 16. On or about April 7, 2003, the Parties formed Wendover based on Mr. Zandian's
4 representations regarding the monetary and non-monetary contributions he would make above.

5 17. On December 26, 2003, the Parties entered into an agreement entitled "Operating
6 Agreement of Wendover Project L.L.C." (the "Operating Agreement").

7 18. The Operating Agreement states, *inter alia*, that:

8 a) **Section 1.3(a)** – The Company is organized to engage in and do
9 any lawful act concerning any and all lawful business, other than
banking or insurance, for which a Company may be organized.

10 b) **Section 1.10(c)** – "Contribution" means anything of value which
11 a person contributes to the Company *as a prerequisite for* or in
12 connection with such Member's Interest¹ in the Company
including cash, the Gross Asset Value of property or services
13 rendered, or a promissory note or other binding obligation to
contribute cash or property to perform services. (Emphasis
14 added).

15 19. At no time did Mr. Zandian attempt to perform his undertakings to tender initial
16 capital contribution in the form of \$3 million dollars in Damen Shipyard stocks.

17 20. At no time did Mr. Zandian attempt to perform his undertakings to tender initial
18 capital contribution in the form of a pro-rata portion of the closing costs, debt service, holding
19 costs and maintenance costs related to the parcels purchased from Pico Holdings.

20 21. At no time did Mr. Zandian attempt to perform his undertakings to tender initial
21 contribution by listing or marketing the parcels purchased from Pico Holdings.

22 22. Failure to make any initial capital contribution rendered Mr. Zandian's ownership
23 Interest, as defined under Section 1.10(l) of the Operating Agreement, in Wendover a nullity.
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25 ¹ "Member's Interest," under Section 1.10(e) means a Member's share of the profits and losses of
26 the Company and the right to receive distributions of the Company's assets. Relatedly, "Interest"
27 is defined, under Section 1.10(l), to mean "an ownership interest in the Company by a Member
including any and all benefits to which the holder of such an Interest may be entitled as provided
28 in this Agreement, together with all obligations of such person to comply with the terms and
provisions of this Agreement.

1 23. Failure to make any initial capital contribution rendered Mr. Zandian’s Member
2 Interest, as defined under Section 1.10(e) of the Operating Agreement, in Wendover a nullity.

3 24. Additionally, under Section 2.1 of the Operating Agreement, Mr. Zandian is
4 required to make further capital contribution by paying any closing costs and costs of debt service
5 (including principal, interest, property taxes, insurance premiums and regulatory assessments)
6 related to real properties acquired by Wendover over the years.

7 25. At no time did Mr. Zandian attempt to perform his undertaking to tender further
8 capital contribution as required under the Operating Agreement.

9 26. Failure to make any additional capital contribution rendered Mr. Zandian’s
10 ownership Interest, as defined under Section 1.10(l) of the Operating Agreement, in Wendover a
11 nullity.

12 27. Failure to make any additional capital contribution rendered Mr. Zandian’s
13 Member Interest, as defined under Section 1.10(e) of the Operating Agreement, in Wendover a
14 nullity.

15 28. Pursuant to Section 2.1(c) of the Operating Agreement, any ownership Interest or
16 Member Interest held by Mr. Zandian may be diluted, forfeited and/or cancelled if Mr. Zandian
17 fails to comply with his obligations for tendering capital contribution.

18 29. Plaintiffs are informed and believes that no other Members of Wendover exercised
19 the Purchase Option defined under Section 2.1(c)(4) of the Operating Agreement.

20 30. Pursuant to Section 2.1(c)(5) of the Operating Agreement, the then-existing
21 Managing Members – i.e. Plaintiffs – are authorized to structure the disposition of the Non-Paying
22 Member’s Interest in the best interests of the Company.

23 31. Pursuant to Section 3.1 of the Operating Agreement, the Company’s profits and
24 losses shall be allocated in proportion to the percentage Interest of each Member as set forth in
25 Exhibit “A.”

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1 32. Notwithstanding his failure to meet the initial and further contribution obligations
2 under the Operating Agreement, on information and belief, Mr. Zandian acquired an undisclosed
3 commission from the Pico Holdings related to the sale in excess of \$900,000.²

4 33. Notwithstanding his failure to meet his initial and further contribution obligations
5 under the Operating Agreement, Mr. Zandian claims he is entitled to ownership Interest and to
6 receive profits from Plaintiffs' operation of Wendover.

7 34. Plaintiffs have been required to retain the services of an attorney to prosecute this
8 action on its behalf and, as such, should be entitled to recover her attorney's fees and costs incurred
9 in prosecuting this matter.

10 **CLAIM FOR RELIEF**

11 **[Declaratory Judgment]**

12 35. Plaintiffs reincorporate by reference all preceding paragraphs as if fully set forth
13 herein.

14 36. This Court has the power and authority to declare the Parties' rights, duties and
15 obligations under the Operating Agreement and NRS 86.011 *et seq.*

16 37. As one of three Managing Members of Wendover designated under the Operating
17 Agreement, Mr. Zandian undertook to tender initial and additional capital contribution described
18 above for the benefit of the Company.

19 38. At no time did Mr. Zandian perform his undertakings under the Operating
20 Agreement and any related amendments by tendering initial and additional capital contribution
21 and otherwise subject his capital at risk for the new Company.

22 39. Notwithstanding, Mr. Zandian claims that he is entitled to enjoy the profits of
23 management and operation of Wendover.

24 40. Pursuant to the Operating Agreement, tender of capital contribution defined
25 thereunder is a prerequisite to his acquisition of any Member Interest in Wendover.

26 ² On information and belief, Mr. Zandian currently suffers from other monetary judgments and
27 arrest warrants entered or issued against him based on similar fraud breaching conduct and
28 misfeasance as alleged herein. As such, Mr. Zandian's continuing participation in Wendover
jeopardizes the company's reputation and its investments.

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1 41. Additionally, pursuant to the Operating Agreement, failure of Mr. Zandian to tender
2 capital contribution defined thereunder is grounds for diluting, forfeiting, cancelling any
3 ownership Interest or Member Interest Mr. Zandian may have had in Wendover.

4 42. The activities of Mr. Zandian, as alleged above, entitle Plaintiffs to a declaratory
5 judgment under NRS 30.010 to 30.160, *inclusive*, and NRCP 57, that:

6 a) Defendant defaulted under the Operating Agreement and any amendments
7 thereto by failing to tender initial and/or additional capital contribution.

8 b) Defendant's failure to tender any capital contribution or otherwise subject
9 his own capital to the risk of Wendover's ventures as required under the Operating
10 Agreement and/or any amendments thereto rendered his Member's Interest null and void.

11 c) Alternatively, Defendant forfeited his ownership Interest and Member's
12 Interest in Wendover by failing to make any capital contribution or otherwise subjecting
13 his own capital to the risk of Wendover's ventures as required under the Operating
14 Agreement and/or any amendment thereto.

15 d) Any and all ownership Interest and Member's Interest held by Defendant at
16 the time of commencing the instant civil action shall be vested *pro rata* among all existing
17 Members of Wendover.

18 e) Upon entry of an order, judgment or decree in the instant civil action,
19 Plaintiffs shall be entitled to remove Mr. Zandian's name as Managing Member or Member
20 of Wendover from any and all public registry.

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PRAYERS

WHEREFORE, Plaintiffs pray for relief as follows:

1. For declaratory relief as requested hereinabove;
2. For attorney's fees and costs;
3. For such other and further relief as the Court may deem proper.

DATED this 7th day of September, 2016.

BLACK & LOBELLO

By: YanXiong, Li

Yanxiong Li, Esq. (NBN: 12807)
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Attorneys for Plaintiffs

**DISTRICT COURT
CLARK COUNTY, NEVADA**

RAY KOROGHLI, an individual; FARIBORZ
SADRI, As Trustee for STAR LIVING TRUST;

Plaintiffs,

v.

GHOLAMREZA ZANDIAN JAZI, an
individual; DOES 1-10; and ROE ENTITIES I-X

Defendants.

Case No.:
Dept. No.:

**INITIAL APPEARANCE FEE
DISCLOSURE**

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Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for the parties appearing in the entitled action as indicated below:

RAY KOROGHLI	\$270.00
FARIBORZ SADRI	\$30.00
TOTALED REMITTED:	300.00

Dated: September 7, 2016

BLACK & LOBELLO

By: YanXiong, Li
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Attorneys for Plaintiffs