

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

REZA ZANDIAN A/K/A GOLAMREZA  
ZANDIANJAZI A/K/A GHOLAM REZA  
ZANDIAN A/K/A REZA JAZI A/K/A J.  
REZA JAZI A/K/A G. REZA JAZI A/K/A  
GHONOREZA ZANDIAN JAZI, AN  
INDIVIDUAL,

Appellant,

*vs.*

JED MARGOLIN, AN INDIVIDUAL,

Respondent.

**Nevada Supreme Court  
Case No. 65205**

**APPEAL**

from the FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR CARSON CITY  
THE HONORABLE JAMES T. RUSSELL, District Judge

---

**JOINT APPENDIX**

---

**VOLUME III**

---

JASON WOODBURY  
Nevada Bar No. 6870  
KAEMPFER CROWELL  
510 West Fourth Street  
Las Vegas, Nevada 89703  
Telephone: (775) 884-8300

*Attorneys for Appellant, Reza Zandian*

**ALPHABETICAL INDEX TO JOINT APPENDIX (“J.A.”)**

***REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM  
REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA  
JAZI aka GHONOREZA ZANDIAN JAZI, an individual,  
Appellant,***

**vs.**

***JED MARGOLIN, an individual,  
Respondent.***

**Nevada Supreme Court Case Number: 65205**

<b><u>DOCUMENT</u></b>	<b><u>DATE</u></b>	<b><u>VOL.</u></b>	<b><u>PAGES (J.A.)</u></b>
<i>Additional Summons on Amended Complaint</i>	Nov. 7, 2011	I	182-186
<i>Additional Summons on Amended Complaint</i>	Nov. 7, 2011	I	187-191
<i>Affidavit of Service</i>	Nov. 14, 2012	II	382
<i>Amended Certificate of Service</i>	Nov. 8, 2011	I	192-193
<i>Amended Complaint</i>	Aug. 11, 2011	I	169-176
<i>Amended Notice of Entry of Default</i>	Apr. 5, 2013	III	458-462
<i>Application for Default Judgment; Memorandum of Points and Authorities in Support Thereof</i>	Apr. 17, 2013	III	463-475
<i>Application for Entry of Default</i>	Sept. 14, 2012	II	346-353
<i>Complaint</i>	Dec. 11, 2009	I	1-10

<b><u>DOCUMENT</u></b>	<b><u>DATE</u></b>	<b><u>VOL.</u></b>	<b><u>PAGES (J.A.)</u></b>
<i>Declaration of Adam P. McMillen in Support of Application for Default Judgment</i>	Apr. 17, 2013	III	476-493
<i>Declaration of Adam P. McMillen in Support of Plaintiff's Application for Attorney's Fees and Costs</i>	Feb. 20, 2013	III	434-441
<i>Declaration of Adam P. McMillen in Support of Plaintiff's Motion for Sanctions Under NRC 37</i>	Dec. 14, 2012	II	390-420
<i>Declaration of Jed Margolin in Support of Application for Default Judgment</i>	Apr. 17, 2013	III	494-539
<i>Declaration of Mailing</i>	Mar. 4, 2013	III	442-443
<i>Default</i>	Sept. 24, 2012	II	354-360
<i>Default</i>	Mar. 28, 2013	III	444
<i>Default Judgment</i>	Oct. 31, 2012	II	372-374
<i>Default Judgment</i>	June 24, 2013	III	540-542
<i>Defendant Reza Zandian's Reply in Support of Motion for Stay of Proceedings to Enforce Judgment Pursuant to NRC 62(B)</i>	Feb. 3, 2014	IV	665-671
<i>Defendant Zandian's Motion for Stay of Proceedings to Enforce Judgment Pursuant to NRC 62(B)</i>	Jan. 2, 2014	III	563-569

<b><u>DOCUMENT</u></b>	<b><u>DATE</u></b>	<b><u>VOL.</u></b>	<b><u>PAGES (J.A.)</u></b>
<i>Defendant Zandian's Motion to Set Aside Default Judgment</i>	Dec. 20, 2013	III	546-562
<i>Defendant Zandian's Reply in Support of Motion to Set Aside Default Judgment</i>	Jan. 23, 2014	IV	648-661
<i>General Denial</i>	Mar. 6, 2012 (Stricken per Order filed Jan. 15, 2013)	II	303-305
<i>General Denial</i>	Mar. 14, 2012	II	314-316
<i>John Peter Lee's Amended Motion to Withdraw from Representation of Defendants Optima Technology Corporations and Zandian</i>	Mar. 14, 2012	II	317-322
<i>John Peter Lee's Motion to Withdraw from Representation of Defendant Zandian</i>	Mar. 7, 2012	II	306-310
<i>Motion to Dismiss Amended Complaint on Special Appearance</i>	Nov. 17, 2011	II	194-293
<i>Motion to Dismiss on a Special Appearance</i>	June 9, 2011	I	15-42
<i>Notice of Appeal</i>	Mar. 12, 2014	IV	696-756
<i>Notice of Entry of Default</i>	Sept. 27, 2012	II	361-371
<i>Notice of Entry of Default</i>	Apr. 3, 2013	III	447-451
<i>Notice of Entry of Default Judgment</i>	June 27, 2013	III	543-545

<b><u>DOCUMENT</u></b>	<b><u>DATE</u></b>	<b><u>VOL.</u></b>	<b><u>PAGES (J.A.)</u></b>
<i>Notice of Entry of Judgment</i>	Nov. 6, 2012	II	375-381
<i>Notice of Entry of Order Granting John Peter Lee's Amended Motion to Withdraw from Representation of Defendants Optima Technology Corporations and Reza Zandian</i>	May 9, 2012	II	325-328
<i>Notice of Entry of Order (granting plaintiff's motion to compel)</i>	July 2, 2012	II	338-345
<i>Notice of Entry of Order (granting motion for sanctions)</i>	Jan. 17, 2013	II	423-428
<i>Notice of Entry of Order (granting application for attorney fees/costs)</i>	Apr. 3, 2013	III	452-457
<i>Notice of Entry of Order (denying defendant's motion to set aside default judgment)</i>	Feb. 10, 2014	IV	682-695
<i>Notice of Intent to Take Default</i>	Mar. 9, 2012	II	311-313
<i>Opposition to Motion for Stay of Proceedings to Enforce Judgment Pursuant to NRCP 62(b)</i>	Jan. 17, 2014	IV	644-647
<i>Opposition to Motion to Dismiss and Countermotions to Strike and for Leave to Amend Complaint</i>	June 22, 2011	I	43-160
<i>Opposition to Motion to Set Aside Default Judgment</i>	Jan. 9, 2014	III	570-643

<b><u>DOCUMENT</u></b>	<b><u>DATE</u></b>	<b><u>VOL.</u></b>	<b><u>PAGES (J.A.)</u></b>
<i>Order Denying Defendant's Motion to Dismiss</i>	Feb. 21, 2012	II	294-302
<i>Order Denying Defendant Zandian's Motion to Set Aside Default Judgment</i>	Feb. 6, 2014	IV	672-681
<i>Order Granting John Peter Lee's Amended Motion to Withdraw from Representation of Defendants Optima Technology Corporations and Reza Zandian</i>	Apr. 26, 2012	II	323-324
<i>Order Granting Plaintiff's Application for Attorney's Fees and Costs</i>	Mar. 29, 2013	III	445-446
<i>Order Granting Plaintiff's Motion for Sanctions Under NRCP 37</i>	Jan. 15, 2013	II	421-422
<i>Order Granting Plaintiff's Motion to Compel Appearance of Counsel for Optima Technology Corporations or in the alternative, Motion to Strike General Denial of Optima Technology Corporations</i>	June 28, 2012	II	334-337
<i>Order Setting Aside Default, Denying Motion to Dismiss and Granting Extension of Time for Service</i>	Aug. 3, 2011	I	165-168
<i>Plaintiff's Application for Attorney's Fees and Costs</i>	Feb. 20, 2013	III	429-433

<b><u>DOCUMENT</u></b>	<b><u>DATE</u></b>	<b><u>VOL.</u></b>	<b><u>PAGES (J.A.)</u></b>
<i>Plaintiff's Motion for Sanctions Under NRC 37</i>	Dec. 14, 2012	II	383-389
<i>Plaintiff's Motion to Compel Appearance of Counsel for Optima Technology or in the alternative, Motion to Strike General Denial of Optima Technology Corporations</i>	May 15, 2012	II	329-333
<i>Reply to Opposition to Motion to Dismiss on a Special Appearance</i>	July 5, 2011	I	161-164
<i>Request for Submission and Hearing on Defendant Reza Zandian's Motion to Set Aside Default Judgment</i>	Jan. 23, 2014	IV	662-664
<i>Summons</i>	Mar. 9, 2010	I	11-14
<i>Summons on Amended Complaint</i>	Nov. 7, 2011	I	177-181

2/15/13

ORIGINAL

REC'D & FILED

2013 FEB 20 AM 1:39

ALAN GLOVER

DEPUTY CLERK

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

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

10 **JED MARGOLIN, an individual,**  
11 **Plaintiff,**

12 vs.

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

Case No.: 090C00579 1B

Dept. No.: 1

**PLAINTIFF'S APPLICATION FOR**  
**ATTORNEY'S FEES AND COSTS**

22 Pursuant to this Court's January 15, 2013 Order Granting Plaintiff's Motion for  
23 Sanctions Under NRCP 37, Plaintiff Jed Margolin ("Plaintiff") hereby submits this  
24 Application for Attorney's Fees and Costs.

25 ///  
26 ///  
27 ///  
28 ///



1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **A. BACKGROUND**

3 On December 14, 2012, Jed Margolin filed Plaintiff's Motion for Sanctions Under  
4 NRCPC 37 in the above-captioned matter. In its Motion, Plaintiff requested that this Court  
5 strike Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM  
6 REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka  
7 GHONONREZA ZANDIAN JAZI's ("Zandian") General Denial and award Plaintiff his fees  
8 and costs incurred in bringing the Motion. No opposition to Plaintiff's Motion was filed.

9 On January 15, 2013, this Court entered an Order granting Plaintiff's Motion for  
10 Sanctions Under NRCPC 37. In its Order, this Court ordered, that the Denial of Zandian be  
11 stricken and that "Plaintiff shall be awarded its fees and costs incurred in bringing his Motion,  
12 and file an application for fees and a memorandum of costs relating to his Motion."

13 On December 12, 2012, Plaintiff's counsel spent a total of 4.9 hours drafting the  
14 Motion for Sanctions and the accompanying declaration of Adam P. McMillen. McMillen  
15 Decl., ¶ 3A. Plaintiff's counsel's hourly rate for this matter is \$300 per-hour. *Id.* The task  
16 necessarily required review of legal authorities, chronicling the dispute for the Court,  
17 researching, and compiling exhibits for the Motion. *Id.* Also, on December 12, 2012,  
18 Plaintiff's counsel's assistant reviewed the draft Motion for Sanctions and declaration of  
19 counsel in Support thereof and prepared the exhibits for the Motion. Additionally, on  
20 December 14, 2012, counsel's assistant spent .5 revising the draft motion and filing and  
21 serving the motion. Counsel's assistant spent 1.5 hours on this project. Her hourly rate as a  
22 paralegal for this matter is \$125 per-hour. McMillen Decl., ¶ 3B.

23 On January 8, 2013, Plaintiff's counsel spent a total of 2.8 hours drafting a proposed  
24 order on the Motion. McMillen Decl., ¶ 3C. Also on January 8, 2013, counsel's assistant  
25 spent .8 hours on this project, determining if a response or opposition had been filed and in  
26 preparing a proposed request for submission of the motion. On January 10, 2013, counsel's  
27 assistant spent .5 hours revising the request for submission and filing and serving the same;  
28 and, on January 16, 2013, the assistant prepared a draft Notice of Entry of Order Granting

1 Sanctions and filed and served the same. Counsel's assistant spent a total of 1.8 hours on this  
2 project. McMillen Decl. ¶ 3C. Postage, photocopies and courier costs for filing and serving  
3 the Motion equated to \$69.20.

4 **B. ARGUMENT**

5 NRCP 37(d)(2) provides that:

6 If a party . . . fails (2) to serve answers or objections to interrogatories  
7 submitted under Rule 33, after proper service of the interrogatories, or (3) to  
8 serve a written response to a request for inspection submitted under Rule 34,  
9 after proper service of the request, the court in which the action is pending on  
10 motion may make such orders in regard to the failure as are just, and among  
11 others it may take any action authorized under subparagraphs (A), (B), and (C)  
12 of subdivision (b)(2) of this rule.

13 NRCP 37(b)(2) provides that:

14 In lieu of any of the foregoing orders or in addition thereto, the court shall  
15 require the party failing to obey the order or the attorney advising that party or  
16 both to pay the reasonable expenses, including attorney's fees, caused by the  
17 failure ....

18 As set forth above, the Court has ordered that Plaintiff be awarded his fees and costs  
19 incurred in bringing his Motion for Sanctions Under NRCP 37. *See supra*. This Order was  
20 reasonable and made pursuant to NRCP 37 and Nevada law. *Id*.

21 As delineated above and in Exhibit 1, Plaintiff's counsel spent a total of 7.7 hours in  
22 bringing Plaintiff's Motion For Sanctions Under NRCP 37, which equates to a grand total of  
23 \$2,310.00. McMillen Decl., ¶ 4; *see supra*. Counsel's assistant spent a total of 3.3 hours of  
24 billable work on this project, which equates to a total of \$412.50. The total of fees requested  
25 are therefore \$2,722.50. *Id*. The costs requested are \$69.65. McMillen Decl., ¶ 5. As such,  
26 Plaintiff respectfully requests that the Court order that Defendant Zandian pay Plaintiff's fees  
27 and costs incurred in bringing its Motion for Sanctions Under NRCP 37 in the total amount of  
28 \$2,792.15.

29 **C. CONCLUSION**

30 For all of the foregoing reasons, Plaintiff requests that its Application for Fees and

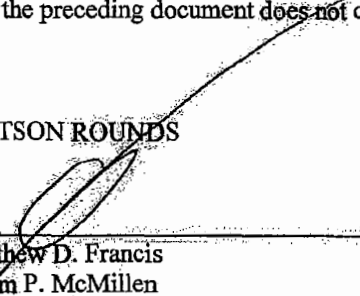
31 ///

1 Costs be granted in the manner requested.

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

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

5 DATED this 15 day of February, 2013. WATSON ROUNDS

6  
7 By:   
8 Matthew D. Francis  
9 Adam P. McMillen  
10 5371 Kietzke Lane  
11 Reno, NV 89511  
12 Telephone: (775) 324-4100  
13 Facsimile: (775) 333-8171  
14 Attorneys for Plaintiff  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 CERTIFICATE OF SERVICE

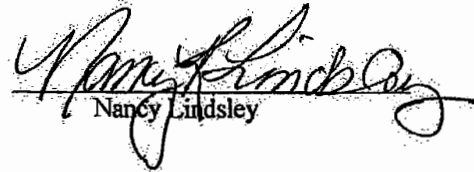
2 Pursuant to NRCF 5(b), I certify that I am an employee of Watson Rounds, and that on  
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true  
4 and correct copy of the foregoing document, PLAINTIFF'S APPLICATION FOR  
5 ATTORNEY'S FEES AND COSTS, addressed as follows:

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


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

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

15 Dated: February 15, 2013

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
  
Nancy Lindsley

ORIGINAL

REC'D & FILED  
2013 FEB 20 AM 1:38  
ALAN GLOVER  
BY  DEPUTY CLERK

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

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**DECLARATION OF ADAM P.**  
**MCMILLEN IN SUPPORT OF**  
**PLAINTIFF'S APPLICATION FOR**  
**ATTORNEY'S FEES AND COSTS**

21  
22 I, Adam P. McMillen, do hereby declare and state as follows:

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

26 2. I am an attorney responsible for the billings in this case. I can authenticate the  
27 following information as true and correct. The time and amount billed has been reviewed and  
28 edited and the fees and costs charged are reasonable.

1           3.     In its January 14, 2013 Order Granting Plaintiff's Motion for Sanctions Under  
2 NRCP 37, the Court stated that "Plaintiff shall be awarded his fees and costs incurred in  
3 bringing his Motion, and file an application for fees and a memorandum of costs relating to  
4 his Motion." The following is a list of the fees and costs specifically relating to Plaintiff's  
5 Motion for Sanctions Under NRCP 37. A true and correct copy of a redacted client ledger for  
6 the following entries is attached hereto as Exhibit 1.

7           3A.    On December 12, 2012, Matthew Francis, a partner at Watson Rounds, and I  
8 spent a total of 4.9 hours drafting the Motion for Sanctions and the accompanying declaration  
9 of Adam P. McMillen. Our hourly rate for this matter is \$300 per-hour. The task necessarily  
10 required review of legal authorities, chronicling the discovery dispute for the Court,  
11 researching, and compiling exhibits for the Motion. *See* Exhibit 1.

12           3B.    On December 12, 2012, my assistant Nancy Lindsley reviewed the draft  
13 Motion for Sanctions and declaration of Adam P. McMillen in Support thereof. Ms. Lindsley  
14 also prepared the exhibits for the Motion. Additionally, on December 14, 2012, Ms. Lindsley  
15 spent .5 revising the draft motion and filing and serving the motion. Ms. Lindsley spent 1.5  
16 hours on this project. Her hourly rate as a paralegal for this matter is \$125 per-hour. *See*  
17 Exhibit 1.

18           3C.    On January 8, 2013, Matthew Francis and I spent a total of 2.8 hours drafting a  
19 proposed order on the motion. Also on January 8, 2013, Ms. Lindsley spent .8 hours on this  
20 project, determining if a response or opposition had been filed and in preparing a proposed  
21 request for submission of the motion. On January 10, 2013, Ms. Lindsley spent .5 hours  
22 revising the request for submission and filing and serving the same; and, on January 16, 2013,  
23 Ms. Lindsley prepared a draft Notice of Entry of Order Granting Sanctions and filed and  
24 served the same. Ms. Lindsley spent a total of 1.8 hours on this project. Postage, photocopies  
25 and courier costs for filing and serving the Motion equated to \$69.20. *See* Exhibit 1.

26           4.     As delineated above and in Exhibit 1, Matthew Francis and I spent a total of  
27 7.7 hours in bringing Plaintiff's Motion For Sanctions Under NRCP 37, which equates to a  
28 grand total of \$2,310.00. Ms. Lindsley spent a total of 3.3 hours of billable work on this

1 project, which equates to a grand total of \$412.50. The total fees requested are therefore  
2 \$2,722.50.

3 5. The costs involved with this project equated to \$69.20. The costs requested are  
4 therefore \$69.20.

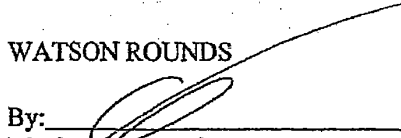
5 I declare under penalty of perjury that the foregoing is true and correct to the best of  
6 my knowledge.

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

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

10 DATED this 15<sup>th</sup> day of February, 2013.

WATSON ROUNDS

11 By:   
12 Matthew D. Francis  
13 Adam P. McMillen  
14 5371 Kietzke Lane  
15 Reno, NV 89511  
16 Telephone: (775) 324-4100  
17 Facsimile: (775) 333-8171  
18 Attorneys for Plaintiff

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

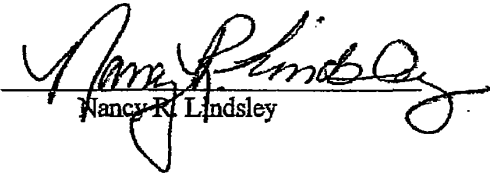
Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **DECLARATION OF ADAM P. MCMILLEN IN SUPPORT OF PLAINTIFF'S APPLICATION FOR ATTORNEY'S FEES AND COSTS**, addressed as follows:

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

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

Alborz Zandian  
9 Almanzora  
Newport Beach, CA 92657-1613

Dated: February 15, 2013.

  
Nancy R. Lindsley



# Exhibit 1

# Exhibit 1

Feb/11/2013

Watson Rounds  
Client Ledger  
Dec/ 1/2012 To Feb/11/2013

Page

Date	Received From/Paid To	Chq#	----- General -----		Fees	Bld  ----- Trust Activity -----		Balance
			Rec#	Rpts		Disbs	Inv#	

S457 Margolin, Jed

**REDACTED**

Dec 12/2012	Lawyer: APM 2.60 Hrs X 300.00								
1066012	Draft motion for sanctions against Zandian.				840.00	119477			
Dec 12/2012	Lawyer: APM 0.60 Hrs X 300.00								
1066018	Draft declaration in support of motion for sanctions against Zandian.				180.00	119477			

Dec 12/2012	Lawyer: NRL 1.00 Hrs X 125.00								
1066032	Review/proof Motion for Sanctions; and, Declaration of APM in Support of Same; commence compilation of exhibits to declaration.				125.00	119477			

Dec 13/2012	Lawyer: MDF 1.50 Hrs X 300.00								
1066448	Review and revise motion for sanctions and McMillan declaration in support thereof/Conference with APM re: same				450.00	119477			

Feb/11/2013

Watson Rounds  
Client Ledger  
Dec/ 1/2012 To Feb/11/2013

Page

Date	Received From/Paid To Entry # Explanation	Chq# Rec#	Dec/ 1/2012 To Feb/11/2013		Fees	Bld		Trust Activity		Balance
			General			Inv#	Acc	Rcpts	Disbs	
Dec 14/2012	1066136 Lawyer: NRL 0.50 Hrs X 125.00 Revise Motion for Sanctions; file and serve same.				62.50		119477			
Dec 14/2012	1066679 Expense Recovery Postage	15928		5.70			119477			
Dec 14/2012	1068233 Expense Recovery Photocopies 114 @ 0.25 - Motion for sanctions/declaration	15947		28.50			119477			
Dec 17/2012	1067317 Reno/Carson Messenger Service, Inc Courier expense			35.00			119477			

REDACTED

Feb/11/2013

Watson Rounds  
Client Ledger

Page

Dec/ 1/2012 To Feb/11/2013

Date	Received From/Paid To Entry # Explanation	Chq# Rec#	Dec/ 1/2012 To Feb/11/2013		Fees	Bld Inv#	Trust Activity		Balance
			General				Repts	Disbs	
	119477								
Jan 8/2013	1070095 Lawyer: APM 0.10 Hrs X 300.00 Draft request for submission of motion for sanctions.				30.00	119936			
Jan 8/2013	1070111 Lawyer: APM 0.80 Hrs X 300.00 Draft proposed order granting motion for sanctions.				240.00	119936			
Jan 8/2013	1070137 Lawyer: NRL 0.80 Hrs X 125.00 Telephone conference with Court Clerk to determine if response to Motion for Sanctions had been filed; preparation of of proposed Request for Submission of Motion for Sanctions; review file to determine date General Denial filed; telephone conference with Court Clerk to determine same.				100.00	119936			
Jan 8/2013	1070213 Lawyer: MDF 1.00 Hrs X 300.00 Review proposed order granting motion for sanctions/Draft and review emails to and from APM re: same/Forward order to APM				300.00	119936			
Jan 10/2013	1070820 Lawyer: APM 0.40 Hrs X 300.00 Continue drafting proposed order on motion for sanctions against Zandien.				120.00	119936			
Jan 10/2013	1070844 Lawyer: NRL 0.50 Hrs X 125.00 Revise Request for Submission; serve and file same with proposed Order Granting Motion.				62.50	119936			
Jan 10/2013	1071121 Lawyer: MDF 0.50 Hrs X 300.00 Review proposed order on motion for sanctions/Conference with APM re: same				150.00	119936			

REDACTED

Jan 16/2013	1071451 Lawyer: NRL 0.50 Hrs X 125.00 Preparation of draft Notice of Entry of Order Granting Sanctions; serve and file same.				62.50	119936			
-------------	---------------------------------------------------------------------------------------------------------------------------------	--	--	--	-------	--------	--	--	--

REDACTED

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  
2013 MAR -4 PM 4:07

ALAN GLOVER  
*Alan Glover*  
DEPUTY

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

10 **JED MARGOLIN, an individual,**  
11 **Plaintiff,**

12 **vs.**

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

Case No.: 090C00579 1B

Dept. No.: 1

**DECLARATION OF MAILING**

22 I, NANCY R. LINDSLEY, declare under the penalty of perjury under the laws  
23 of the State of Nevada, as follows:

24 1. I am an employee of the law firm of Watson Rounds, P.C. Watson Rounds  
25 represents the Plaintiff JED MARGOLIN in connection with the above-captioned matter.

26 2. On February 15, 2013, I deposited for mailing in a sealed envelope with  
27  
28

1 first-class postage prepaid, a true and correct copy of Plaintiff's Application for Attorney's  
2 Fees and Costs; and, the Declaration of Adam P. McMillen in Support of Plaintiff's  
3 Application for Attorney's Fees and Costs.

4 3. On February 19, 2013, the U.S. Post Office returned the mailings to  
5 Watson Rounds, indicating additional postage was required.

6 4. On February 19, 2013, I re-deposited for mailing in sealed envelopes with  
7 first-class postage prepaid, a true and correct copy of Plaintiff's Application for Attorney's  
8 Fees and Costs; and, the Declaration of Adam P. McMillen in Support of Plaintiff's  
9 Application for Attorney's Fees and Costs, addressed as follows:

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

13 Reza Zandian  
14 8775 Costa Verde Blvd, Apt. 501  
15 San Diego, CA 92122

16 Alborz Zandian  
17 9 Almanzora  
18 Newport Beach, CA 92657-1613

19 EXECUTED at Reno, Nevada this 27<sup>th</sup> day of February, 2013.

20   
21 Nancy R. Lindsley

REC'D & FILED  
March 28, 2013  
Date

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

ALAN GLOVER  
CLERK

By C. GRIBBLE  
Deputy

3  
4  
5 In The First Judicial District Court of the State of Nevada  
6 In and for Carson City

7 JED MARGOLIN, an individual,  
8 Plaintiff,

9 vs.

DEFAULT

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

22 On January 15, 2013, this Court entered an Order striking the General Denial of  
23 Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA  
24 ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA  
25 ZANDIAN JAZI ("Zandian"). A true and correct copy of said Order is attached hereto as  
26 Exhibit 1. Because Zandian's General Denial is stricken, Zandian is in default for failure to  
27 plead or otherwise defend as required by law. DEFAULT is therefore entered against  
28 Defendant Zandian this 28<sup>th</sup> day of March, 2013.

Alan Glover  
CLERK OF THE COURT

BY: C. GRIBBLE  
DEPUTY CLERK

REC'D & FILED

2013 MAR 29 PM 2:48

ALAN GLOVER  
BY **C. FRANZ** CLERK  
DEPUTY

In The First Judicial District Court of the State of Nevada

In and for Carson City

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

ORDER GRANTING PLAINTIFF'S  
APPLICATION FOR ATTORNEY'S  
FEES AND COSTS

On February 20, 2013, Plaintiff filed his Application for Attorney's Fees and Costs. No opposition has been filed.

Based on the foregoing and good cause appearing,

IT IS HEREBY ORDERED that Plaintiff's Application for Attorney's Fees and Costs is granted;

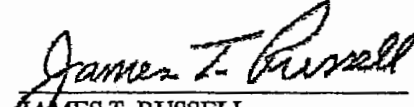
IT IS FURTHER ORDERED that Plaintiff shall be awarded his fees and costs pursuant

///



1 to his Application for Fees and Costs, in the total amount of \$2,792.15.

2 DATED: This 29<sup>th</sup> day of March, 2013.

3  
4   
5 JAMES T. RUSSELL  
DISTRICT COURT JUDGE

6 Respectfully Submitted,

7 WATSON ROUNDS  
8  
9

---

10 Matthew D. Francis  
11 Adam P. McMillen  
12 5371 Kietzke Lane  
13 Reno, NV 89511  
14 Telephone: (775) 324-4100  
15 Facsimile: (775) 333-8171

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28 Attorneys for Plaintiff

1 Matthew D. Francis (6978)  
Adam P. McMillen (10678)  
2 WATSON ROUNDS  
5371 Kietzke Lane  
3 Reno, NV 89511  
Telephone: 775-324-4100  
4 Facsimile: 775-333-8171  
Attorneys for Plaintiff Jed Margolin  
5

REC'D & FILED  
2013 APR -3 AM 11:23  
ALAN GLOVER  
BY [Signature] CLERK  
OF DISTRICT COURT

6  
7 **In The First Judicial District Court of the State of Nevada**  
8 **In and for Carson City**  
9

10 **JED MARGOLIN, an individual,**  
11 **Plaintiff,**

12 vs.

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

24 **Defendants.**

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

**NOTICE OF ENTRY OF DEFAULT**

25 TO: All parties:

26 PLEASE TAKE NOTICE that on March 28, 2013 the Court entered a Default in the  
27 above-referenced matter, against Defendants Optima Technology Corporation, a Nevada  
28 corporation and Optima Technology Corporation, a California corporation. Attached as  
Exhibit 1 is a true and correct copy of such Default.

///  
///  
///

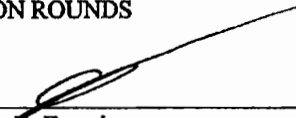
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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 2, 2013.

WATSON ROUNDS

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

Attorneys for Plaintiff Jed Margolin

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

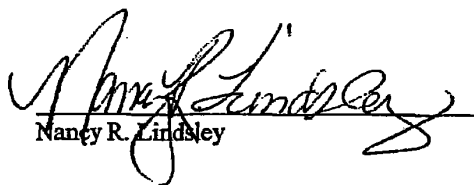
Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Notice of Entry of Default**, addressed as follows:

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

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

Alborz Zandian  
9 Almanzora  
Newport Beach, CA 92657-1613

Dated: April 2, 2013



Nancy R. Lindsley

**Exhibit 1**

**Exhibit 1**

REC'D & FILED

March 28, 2013

Date

ALAN GLOVER  
CLERK

By C. GRIBBLE  
Deputy

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

3  
4  
5 In The First Judicial District Court of the State of Nevada  
6 In and for Carson City

7 JED MARGOLIN, an individual,  
8 Plaintiff,

9 vs.

**DEFAULT**

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

21 Defendants.

22 On January 15, 2013, this Court entered an Order striking the General Denial of  
23 Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA  
24 ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA  
25 ZANDIAN JAZI ("Zandian"). A true and correct copy of said Order is attached hereto as  
26 Exhibit 1. Because Zandian's General Denial is stricken, Zandian is in default for failure to  
27 plead or otherwise defend as required by law. DEFAULT is therefore entered against  
28 Defendant Zandian this 28<sup>th</sup> day of March, 2013.

Alan Glover  
CLERK OF THE COURT

BY: C. GRIBBLE  
DEPUTY CLERK

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  
2013 APR -3 AM 11:23  
ALAN GLOVER  
BY [Signature] CLERK

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

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

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

**NOTICE OF ENTRY OF ORDER**

22 TO: All parties:

23 **PLEASE TAKE NOTICE** that on March 29, 2013, the Court entered its Order  
24 Granting Plaintiff's Application for Attorney's Fees and Costs in the above-entitled matter.  
25 Attached as Exhibit 1 is a true and correct copy of the Order Granting Plaintiff's Application  
26 for Attorney's Fees and Costs.

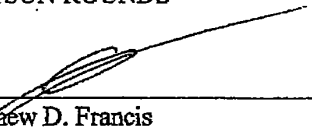
27 ///  
28 ///

**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 2, 2013

WATSON ROUNDS

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

Attorneys for Plaintiff Jed Margolin

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1 **CERTIFICATE OF SERVICE**

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

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

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

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

14 Dated: April 2, 2013

  
15 Nancy R. Lindsley

# Exhibit 1

# Exhibit 1

REC'D & FILED

2013 MAR 29 PM 2:45

ALAN GLOVER  
BY **G. FRANZ** CLERK  
DEPUTY

In The First Judicial District Court of the State of Nevada

In and for Carson City

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

ORDER GRANTING PLAINTIFF'S  
APPLICATION FOR ATTORNEY'S  
FEES AND COSTS

On February 20, 2013, Plaintiff filed his Application for Attorney's Fees and Costs. No  
opposition has been filed.

Based on the foregoing and good cause appearing,

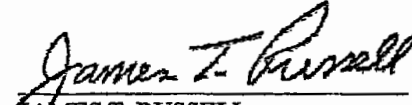
IT IS HEREBY ORDERED that Plaintiff's Application for Attorney's Fees and Costs is  
granted;

IT IS FURTHER ORDERED that Plaintiff shall be awarded his fees and costs pursuant

///

1 to his Application for Fees and Costs, in the total amount of \$2,792.15.

2 DATED: This 29<sup>th</sup> day of March, 2013.

3  
4   
5 JAMES T. RUSSELL  
DISTRICT COURT JUDGE

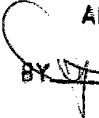
6 Respectfully Submitted,

7 WATSON ROUNDS

8  
9 \_\_\_\_\_  
10 Matthew D. Francis  
11 Adam P. McMillen  
12 5371 Kietzke Lane  
13 Reno, NV 89511  
14 Telephone: (775) 324-4100  
15 Facsimile: (775) 333-8171

16 Attorneys for Plaintiff  
17  
18  
19  
20  
21  
22  
23  
24  
25  
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  
2013 APR -5 AM 11:46  
ALAN GLOVER  
BY  CLERK  
DEPUTY

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

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

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

**AMENDED NOTICE OF ENTRY**  
**OF DEFAULT**

21 TO: All parties:

22 **PLEASE TAKE NOTICE** that on March 28, 2013 the Court entered a Default in the  
23 above-referenced matter, against Defendant REZA ZANDIAN, aka GOLAMREZA  
24 ZANDIANJAZI, aka GHOLAM REZA ZANDIAN, aka REZA JAZI, aka J. REZA JAZI, aka  
25 G. REZA JAZI, aka GHONONRESA ZANDIAN JAZI . Attached as Exhibit 1 is a true and  
26 correct copy of such Default.

27 ///  
28 ///

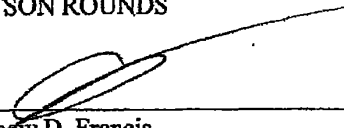
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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 4, 2013.

WATSON ROUNDS

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

Attorneys for Plaintiff Jed Margolin

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

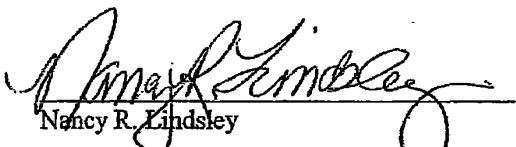
Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Amended Notice of Entry of Default**, addressed as follows:

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

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

Alborz Zandian  
9 Almanzora  
Newport Beach, CA 92657-1613

Dated: April 4, 2013



Nancy R. Lindsley

# Exhibit 1

# Exhibit 1



REC'D & FILED

March 28, 2013

Date

ALAN GLOVER  
CLERK

By C. GRIBBLE  
Deputy

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Case No. 09 OC 00579 1B  
Dept. No. I

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

JED MARGOLIN, an individual,  
Plaintiff,

vs.

DEFAULT

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

On January 15, 2013, this Court entered an Order striking the General Denial of  
Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA  
ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA  
ZANDIAN JAZI ("Zandian"). A true and correct copy of said Order is attached hereto as  
Exhibit 1. Because Zandian's General Denial is stricken, Zandian is in default for failure to  
plead or otherwise defend as required by law. DEFAULT is therefore entered against  
Defendant Zandian this 28<sup>th</sup> day of March, 2013.

Alan Glover  
CLERK OF THE COURT

BY: C. GRIBBLE  
DEPUTY CLERK

1 Matthew D. Francis (6978)  
2 Adam P. McMillen (10678)  
3 WATSON ROUNDS  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 *Attorneys for Plaintiff Jed Margolin*

REC'D & FILED

2013 APR 17 AM 11:39

ALAN GLOVER  
*Alan Glover*  
DEPUTY

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

12 **JED MARGOLIN, an individual,**

13 **Plaintiff,**

14 **vs.**

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

26 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

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

27 Plaintiff Jed Margolin hereby applies for a default judgment pursuant to NRC  
28 55(b)(2) against Defendants Reza Zandian ("Zandian"), Optima Technology Corporation, a  
Nevada corporation, and Optima Technology Corporation, a California corporation, in the  
principal amount of \$1,497,328.90, together with interest at the legal rate accruing from the  
date of default judgment. This Application is based upon the grounds that the Defendants are  
in default for failure to plead or otherwise defend as required by law.

Based on the following arguments and evidence, Plaintiff requests that the Court enter  
judgment in his favor, and against Defendants, in the manner set forth in the Attached Default

1 Judgment. Defendants are not infants or incompetent persons, and are not in the military  
2 service of the United States as defined by 50 U.S.C. § 521.

3 The facts contained in Plaintiff's Amended Complaint, and further discussed below,  
4 warrant entry of Final Judgment against Defendants for conversion, tortious interference with  
5 contract, intentional interference with prospective economic advantage, unjust enrichment, and  
6 unfair and deceptive trade practices.

7 **MEMORANDUM OF POINTS AND AUTHORITIES**

8 **I. FACTUAL BACKGROUND**

9 Plaintiff Jed Margolin is the named inventor on United States Patent No. 5,566,073  
10 ("the '073 Patent"), United States Patent No. 5,904,724 ("the '724 Patent"), United States  
11 Patent No. 5,978,488 ("the '488 Patent") and United States Patent No. 6,377,436 ("the '436  
12 Patent") (collectively "the Patents"). See Amended Complaint, filed 8/11/11, ¶¶ 9-10. In  
13 2004, Mr. Margolin granted to Robert Adams, then CEO of Optima Technology, Inc. (later  
14 renamed Optima Technology Group (hereinafter "OTG"), a Cayman Islands Corporation  
15 specializing in aerospace technology) a Power of Attorney regarding the Patents. *Id.* at ¶ 11.  
16 Subsequently, Mr. Margolin assigned the '073 and '724 Patents to OTG and revoked the  
17 Power of Attorney. *Id.* at ¶ 13.

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

23 On or about December 5, 2007, Defendants filed with the U.S. Patent and Trademark  
24 Office ("USPTO") fraudulent assignment documents allegedly assigning all four of the Patents  
25 to Optima Technology Corporation ("OTC"), a company apparently owned by Defendant  
26 Zandian at the time. *Id.* at ¶ 15. Shortly thereafter, on November 9, 2007, Mr. Margolin,  
27 Robert Adams, and OTG were named as defendants in the case titled *Universal Avionics*  
28 *Systems Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the

1 “Arizona action”). *Id.* at ¶ 17. Zandian was not a party in the Arizona action. Nevertheless,  
2 the plaintiff in the Arizona action asserted that Mr. Margolin and OTG were not the owners of  
3 the ‘073 and ‘724 Patents, and OTG filed a cross-claim for declaratory relief against Optima  
4 Technology Corporation (“OTC”) in order to obtain legal title to the respective patents. *Id.*

5 On August 18, 2008, the United States District Court for the District of Arizona  
6 entered a default judgment against OTC and found that OTC had no interest in the ‘073 or  
7 ‘724 Patents, and that the assignment documents filed with the USPTO were “forged, invalid,  
8 void, of no force and effect.” *Id.* at ¶ 18; *see also* Exhibit B to Zandian’s Motion to Dismiss,  
9 dated 11/16/11, on file herein.

10 Due to Defendants’ fraudulent acts, title to the Patents was clouded and interfered with  
11 Plaintiff’s and OTG’s ability to license the Patents. *Id.* at ¶ 19. In addition, during the period  
12 of time Mr. Margolin worked to correct record title of the Patents in the Arizona action and  
13 with the USPTO, he incurred significant litigation and other costs associated with those  
14 efforts. *Id.* at ¶ 20.

## 15 **II. PROCEDURAL BACKGROUND**

16 Plaintiff filed his Complaint on December 11, 2009, and the Complaint was personally  
17 served on Defendant Zandian on February 2, 2010, and on Defendants Optima Technology  
18 Corporation, a Nevada corporation, and Optima Technology Corporation, a California  
19 corporation on March 21, 2010. Defendant Zandian’s answer to Plaintiff’s Complaint was due  
20 on February 22, 2010, but Defendant Zandian did not answer the Complaint or respond in any  
21 way. Default was entered against Defendant Zandian on December 2, 2010, and Plaintiff  
22 filed and served a Notice of Entry of Default on Defendant Zandian on December 7, 2010 and  
23 on his last known attorney on December 16, 2010.

24 The answers of Defendants Optima Technology Corporation, a Nevada corporation,  
25 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,  
26 but Defendants did not answer the Complaint or respond in any way. Default was entered  
27 against Defendants Optima Technology Corporation, a Nevada corporation, and Optima  
28 Technology Corporation, a California corporation on December 2, 2010. Plaintiff filed and

1 served a Notice of Entry of Default on the corporate entities on December 7, 2010 and on their  
2 last known attorney on December 16, 2010.

3 The defaults were set aside and Defendant Zandian's motion to dismiss was denied on  
4 August 3, 2011. On September 27, 2011, this Court ordered that service of process against all  
5 Defendants may be made by publication. As manifested by the affidavits of service, filed  
6 herein on November 7, 2011, all Defendants were duly served by publication by November  
7 2011.

8 On February 21, 2012, the Court denied Zandian's motion to dismiss the Amended  
9 Complaint. On March 5, 2012, Zandian served a General Denial to the Amended Complaint.  
10 On March 13, 2012, the corporate Defendants served a General Denial to the Amended  
11 Complaint.

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

18 On July 16, 2012, Mr. Margolin served Zandian with Mr. Margolin's First Set of  
19 Requests for Admission, First Set of Interrogatories and First Set of Requests for Production of  
20 Documents, but Zandian never responded to these discovery requests. As such, on December  
21 14, 2012, Mr. Margolin filed and served a Motion for Sanctions pursuant to NRCP 37. In this  
22 Motion, Mr. Margolin requested this Court strike the General Denial of Zandian and award  
23 Mr. Margolin his fees and costs incurred in bringing the Motion.

24 On January 15, 2013, this Court issued an order striking the General Denial of Zandian  
25 and awarding his fees and costs incurred in bringing the NRCP 37 Motion. A default was  
26 entered against Zandian on March 28, 2013, and a notice of entry of default judgment was  
27 filed on April 5, 2013.

28 Plaintiff now applies for a default judgment against all Defendants.

1 **III. ARGUMENT**

2 NRCP 55(b)(2) allows a party to apply to the Court for a default judgment. As set  
3 forth above, defaults have been properly entered against all Defendants. Default was entered  
4 against the corporate Defendants because they did not obtain counsel to represent them and  
5 they ignored the Court's order to obtain counsel. Default was entered against Zandian as a  
6 discovery sanction. When default is entered as a result of a discovery sanction, the non-  
7 offending party need only establish a prima facie case in order to obtain a default judgment.  
8 *Foster v. Dingwall*, 126 Nev. Adv. Op. 6, 227 P.3d 1042, 1049 (Nev. 2010) (default judgment  
9 entered and upheld after pleadings were stricken as a result of discovery sanction). Where a  
10 district court enters default, the facts alleged in the pleadings will be deemed admitted. *Id.*,  
11 *citing Estate of LoMastro v. American Family Ins.*, 124 Nev. 1060, 1068, 195 P.3d 339, 345 n.  
12 14 (2008). Thus, the district court shall consider the allegations deemed admitted to determine  
13 whether the non-offending party has established a prima facie case for liability. *Foster*, 126  
14 Nev. Adv. Op. 6, 227 P.3d at 1050.

15 The Nevada Supreme Court has defined a "prima facie case" as the "sufficiency of  
16 evidence in order to send the question to the jury." *Id.*, *citing Vancheri v. GNLV Corp.*, 105  
17 Nev. 417, 420, 777 P.2d 366, 368 (1989). A prima facie case is supported by sufficient  
18 evidence when enough evidence is produced to permit a trier of fact to infer the fact at issue  
19 and rule in the party's favor. *Foster*, 126 Nev. Adv. Op. 6, 227 P.3d at 1050, *citing Black's*  
20 *Law Dictionary* 1310 (9th ed. 2009). Where the non-offending party seeks monetary relief, a  
21 prima facie case requires the non-offending party to establish that the offending party's  
22 conduct resulted in damages, the amount of which is proven by substantial evidence. *Foster*,  
23 126 Nev. Adv. Op. 6, 227 P.3d at 1050, *citing Vancheri v. GNLV Corp.*, 105 Nev. at 420, 777  
24 P.2d at 368.

25 As a result, all of the averments in Plaintiff's Complaint, other than those as to the  
26 amount of damage, are admitted. *See supra*; *see also* NRCP 8(d). As set forth herein, a prima  
27 facie case exists for Plaintiff's claims for relief for each of his causes of action and Plaintiff  
28 has presented substantial evidence on the amount of damages he has incurred as a result of

1 Defendants' various tortious actions. *See supra.*; *see also* Amended Complaint; Declaration of  
2 Jed Margolin in Support of Application for Default Judgment ("Margolin Decl."), dated  
3 3/27/13, ¶ 3, Exhibit 2. As such, Plaintiff respectfully requests that judgment be entered in the  
4 manner set forth in the proposed Default Judgment filed and served herewith.

5 **A. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**  
6 **SUPPORT HIS CLAIM FOR CONVERSION**

7 Conversion is "a distinct act of dominion wrongfully exerted over another's personal  
8 property in denial of, or inconsistent with his title or rights therein or in derogation, exclusion,  
9 or defiance of such title or rights." *Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606  
10 (2002), *quoting Wantz v. Redfield*, 74 Nev. 196, 198 (1958)). Further, conversion is an act of  
11 general intent, which does not require wrongful intent and is not excused by care, good faith,  
12 or lack of knowledge. *Id.*, *citing Bader v. Cerri*, 96 Nev. 352, 357 n. 1 (1980). Conversion  
13 applies to intangible property to the same extent it applies to tangible property. *See M.C.*  
14 *Multi-Family Development, L.L.C. v. Crestdale Associates, Ltd.*, 193 P.3d 536 (Nev. 2008),  
15 *citing Kremen v. Cohen*, 337 F.3d 1024, 1030 (9th Cir.2003)(expressly rejecting the rigid  
16 limitation that personal property must be tangible in order to be the subject of a conversion  
17 claim).

18 When a conversion causes "a serious interference to a party's rights in his property ...  
19 the injured party should receive full compensation for his actual losses." *Winchell v. Schiff*,  
20 193 P.3d 946, 950-951 (2008), *quoting Bader*, 96 Nev. at 356, overruled on other grounds by  
21 *Evans*, 116 Nev. at 608, 611. The return of the property converted does not nullify the  
22 conversion. *Bader*, 96 Nev. at 356.

23 As set forth in the Amended Complaint, Mr. Margolin owned the '488 and '436  
24 Patents, and had a royalty interest in the '073 and '724 Patents. Complaint, ¶¶ 9-14.  
25 Defendants filed false assignment documents with the USPTO in order to gain dominion over  
26 the Patents. *Id.*, ¶ 15; Margolin Decl., Exhibit 2. Defendants failed to pay Mr. Margolin for  
27 interfering with his property rights in the Patents. *Id.* at ¶¶ 22-24. Defendants' retention of  
28 Mr. Margolin's Patents is inconsistent with his ownership interest therein and defied his legal

1 rights thereto. *Id.* As a direct and proximate result of Defendants' conversion of Mr.  
2 Margolin's Patents, Mr. Margolin has suffered damages in the amount of \$300,000, which  
3 includes the amount Mr. Margolin paid in attorneys' fees in the Arizona Action where the  
4 Court ordered that the USPTO correct record title to the Patents (plus pre-judgment interest  
5 and costs – discussed below). Margolin Decl., ¶ 4, Exhibit 3.

6 The \$300,000 in damages also consists of \$210,000 that would have been paid to  
7 Plaintiff pursuant to a patent purchase agreement that was terminated as a result of the  
8 Defendants' actions as stated in the Amended Complaint. *See* Margolin Decl., ¶ 5. Plaintiff  
9 will provide documentation or specific details of the purchase agreement to the Court *in*  
10 *camera* because of the confidentiality provisions in the agreement. *Id.* Also, Plaintiff can  
11 state that on April 14, 2008, OTG entered into a purchase agreement to sell the '073 and '724  
12 patents to another entity which would have netted Plaintiff \$210,000 on the sale of the  
13 Patents. *Id.*; *see also* Amended Complaint, ¶¶ 11-14 (showing royalty agreement). The  
14 purchase agreement also included a provision for post-patent sale royalty payments which  
15 would have provided additional substantial income to the Plaintiff, which post-patent sale  
16 royalty payment damages are not being claimed here. *Id.* Finally, the April 14, 2008 purchase  
17 agreement provided the purchasing entity an opportunity to conduct due diligence regarding  
18 the Arizona Action prior to consummation of the sale. *Id.* On June 13, 2008, the purchasing  
19 entity wrote OTG and stated that they had completed their due diligence investigation and  
20 determined that the Patents and/or the Arizona Action were not acceptable and therefore the  
21 purchase agreement was terminated. *Id.* Thus, the purchase agreement was terminated  
22 because of Defendants' actions as stated herein and in the Amended Complaint. *Id.*

23 Mr. Margolin has stated a claim for conversion and presented evidence to support that  
24 claim and resulting damages.

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

27 "In Nevada, an action for intentional interference with contract requires: (1) a valid and  
28 existing contract; (2) the defendant's knowledge of the contract; (3) intentional acts intended or



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

7 Here, the facts alleged in the Amended Complaint and admitted by Defendants prove  
8 that Defendants intentionally interfered with Mr. Margolin's contract with OTG for the  
9 payment of royalties by filing false assignment documents with the USPTO. Amended  
10 Complaint, ¶¶ 26-30. Because the loss of title to the Patents prevented Mr. Margolin and OTG  
11 from licensing the Patents, no royalties were paid. The illegal act of filing "forged, invalid  
12 [and] void" documents with the USPTO support that Defendants had the requisite intent to  
13 interfere with Mr. Margolin's contract to collect royalties. *See* Margolin Decl., Exhibit 2. As  
14 a direct and proximate result of Defendants' interference of Plaintiff's contract with OTG,  
15 Plaintiff has suffered damages in the amount of \$300,000, as related above.

16 **C. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**  
17 **SUPPORT HIS CLAIM FOR INTENTIONAL INTERFERENCE WITH**  
18 **PROSPECTIVE ECONOMIC ADVANTAGE**

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

24 As alleged in the Amended Complaint, Mr. Margolin and OTG had already licensed  
25 the '073 and '724 Patents and were engaging in negotiations with other prospective licensees  
26 of the Patents when Defendants filed the fraudulent assignment documents with the USPTO  
27 with the intent to disrupt the prospective business. Complaint, ¶¶ 32-35. As a result of  
28

1 Defendants' acts, Plaintiff's prospective business relationships were disrupted and Plaintiff has  
2 suffered damages in the amount of \$300,000, as stated above.

3 **D. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**  
4 **SUPPORT HIS CLAIM FOR UNJUST ENRICHMENT**

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

13 As set forth above and in the Amended Complaint, Mr. Margolin conferred a benefit  
14 on Defendants when Defendants took record title of the Patents. *See* Amended Complaint, ¶  
15 15. Defendants retained this benefit for approximately eight months and failed to provide any  
16 payment for title to the Patents. *Id.* at ¶¶ 15-18. As a direct result of Defendants' unjust  
17 retention of the benefit, Plaintiff suffered damages in the amount of \$300,000, as related  
18 above.

19 **E. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**  
20 **SUPPORT HIS CLAIM FOR UNFAIR TRADE PRACTICES**

21 Under N.R.S. § 598.0915, knowingly making a false representation as to affiliation,  
22 connection, association with another person, or knowingly making a false representation in the  
23 course of business constitutes unfair trade practices. By filing a fraudulent assignment  
24 document with the USPTO, Defendants knowingly made a false representation to the USPTO  
25 that Mr. Margolin and OTG had assigned the Patents to Defendants. *See* Amended Complaint,  
26 ¶¶ 15, 42-43. As a result of Defendants' false representation, Mr. Margolin was deprived of  
27 his ownership interests in the Patents for a period of approximately eight months.

28 The United States District Court for the District of Arizona ruled that OTC had no  
interest in the '073 or '724 Patents, and that the assignment documents Defendants filed with

1 the USPTO were “forged, invalid, void, of no force and effect.” Margolin Decl., Exhibit 2.  
2 Accordingly, Plaintiff has stated a claim for deceptive trade practices and has presented  
3 evidence to support that claim and the resulting damages in the amount of \$300,000, as stated  
4 above.

5 In addition, Plaintiff’s damages should be trebled pursuant to NRS 598.0999(3), which  
6 states as follows:

7 The court may require the natural person, firm, or officer or managing agent of  
8 the corporation or association to pay to the aggrieved party damages on all  
9 profits derived from the knowing and willful engagement in a deceptive trade  
10 practice and treble damages on all damages suffered by reason of the deceptive  
11 trade practice.

12 *Id.* Accordingly, Plaintiff’s \$300,000 in damages should be trebled to \$900,000.

13 Also, Plaintiff is entitled to his attorney’s fees and costs in this action pursuant to NRS  
14 598.0999(3), which states: “The court in any such action may, in addition to any other relief or  
15 reimbursement, award reasonable attorney’s fees and costs.” Plaintiff’s attorney’s fees in this  
16 case are \$83,761.25 to date. McMillen Declaration (“McMillen Decl.”), ¶ 2. Plaintiff’s costs  
17 in this case are \$25,021.96. McMillen Decl., ¶ 3. The total fees and costs in this case are  
18 \$108,783.21. As stated in the McMillen Decl., Plaintiff will provide its ledger *in camera* to  
19 the Court for review. *Id.*

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

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

22 When there is no express contract in writing fixing a different rate of interest,  
23 interest must be allowed at a rate equal to the prime rate at the largest bank in  
24 Nevada, as ascertained by the Commissioner of Financial Institutions, on  
25 January 1, or July 1, as the case may be, immediately preceding the date of the  
26 transaction, plus 2 percent, upon all money from the time it becomes due....

27 *Id.*

28 In Nevada, the prejudgment interest rate on an award is the rate in effect at the time the  
contract between the parties was signed. *Kerala Properties, Inc. v. Familian*, 122 Nev. 601,  
604 (2006). As set forth above, Defendants committed the tortious acts on December 12,  
2007. *See supra*. The controlling interest rate as of July 1, 2007 was 8.25%. *See* McMillen

1 Decl., Exhibit 1 (Prime Interest Rate table and information from the Nevada Division of  
2 Financial Institutions). As a result, the proper interest rate for calculating prejudgment interest  
3 is 10.25%. *Id.*; NRS 99.040.

4 As of December 12, 2007, the amount of \$900,000 was due and owing to Mr.  
5 Margolin. Margolin Decl., ¶ 4, Exhibit 3. As a result, that amount has been due and owing for  
6 at least 1,933 days (December 12, 2007 to March 27, 2013). The prejudgment interest amount  
7 is therefore \$488,545.89 (.1025 x 1,933 days x \$900,000 divided by 365).

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

9 NRS 18.020(1)-(3) provides, in pertinent part:

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

15 *Id.*

16 If the Court grants this Application, Mr. Margolin will be the prevailing party under  
17 NRS 18.020 and will therefore be entitled to costs thereunder. As discussed herein and in the  
18 Complaint, Mr. Margolin is seeking to recover the value of property valued in excess of  
19 \$2,500 as well as money and damages in the amount of \$900,000.

20 To date, Mr. Margolin has incurred costs in the amount of \$25,021.96. McMillen  
21 Decl., ¶ 3.

22 **G. IN THE EVENT THE COURT IS NOT INCLINED TO ENTER  
23 DEFAULT JUDGMENT AGAINST DEFENDANTS IN THE AMOUNT  
24 AND MANNER REQUESTED, MR. MARGOLIN REQUESTS ORAL  
ARGUMENT ON ITS APPLICATION**

25 NRCP 55(b)(2) provides in pertinent part: “[i]f, in order to enable the court to enter  
26 judgment or to carry it into effect, it is necessary to take an account or to determine the amount  
27 of damages or to establish the truth of any averment by evidence or to make an investigation of  
28 any other matter, the court may conduct such hearings or order such references as it deems

1 necessary and proper....” *Id.* In the event the Court is not inclined to grant the requested  
2 relief and enter the Proposed Default Judgment in Mr. Margolin’s favor based on this  
3 Application alone, Mr. Margolin respectfully requests that oral argument be heard on this  
4 matter and on Mr. Margolin’s claims for relief.

5 **IV. CONCLUSION**

6 In light of the foregoing, Plaintiff respectfully requests that this Application for Default  
7 Judgment be granted, and the attached Default Judgment entered. As stated above, Plaintiff is  
8 entitled to treble damages in the amount of \$900,000; prejudgment interest in the amount of  
9 \$488,545.89; attorney’s fees in the amount of \$83,761.25; and costs in the amount of  
10 \$25,021.96; for a total judgment of \$1,497,328.90.

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

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

14 Dated this 16<sup>th</sup> day of April, 2013.

15  
16 BY: 

16 Matthew D. Francis (6978)  
17 Adam P. McMillen (10678)  
17 WATSON ROUNDS  
18 5371 Kietzke Lane  
18 Reno, NV 89511  
19 Telephone: 775-324-4100  
19 Facsimile: 775-333-8171  
20 *Attorneys for Plaintiff Jed Margolin*

**CERTIFICATE OF SERVICE**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

Reza Zandian  
8401 Bonita Downs Road  
Fair Oaks, CA 95628

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

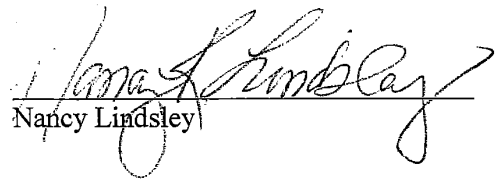
Optima Technology Corp.  
A Nevada corporation  
8401 Bonita Downs Road  
Fair Oaks, CA 95628

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

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

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

Dated: April 16, 2013

  
Nancy Lindsley

~~4/16/13~~

1 Matthew D. Francis (6978)  
Adam P. McMillen (10678)  
2 WATSON ROUNDS  
5371 Kietzke Lane  
3 Reno, NV 89511  
Telephone: 775-324-4100  
4 Facsimile: 775-333-8171  
Attorneys for Plaintiff Jed Margolin  
5

REC'D & FILED ✓  
2013 APR 17 AM 11:40  
ALAN GLOVER  
DEPT

7 In The First Judicial District Court of the State of Nevada  
8 In and for Carson City  
9

10 JED MARGOLIN, an individual,  
11 Plaintiff,

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

12 vs.

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

DECLARATION OF ADAM P.  
MCMILLEN IN SUPPORT OF  
APPLICATION FOR DEFAULT  
JUDGMENT

20 Defendants,  
21

22 I, Adam P. McMillen do hereby declare and state as follows:

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

26 2. To date, Plaintiff has incurred billed and unbilled fees in the amount of  
27 \$83,761.25. A true and correct copy of a printout from the Watson Rounds client ledger will  
28

1 be provided to the Court *in camera*. As a result, the total amount of fees incurred in this action  
2 to date total \$83,761.25.

3 3. To date, Plaintiff has incurred billed and unbilled costs in the amount of  
4 \$25,021.96. A true and correct copy of a printout from the Watson Rounds client ledger will  
5 be provided to the Court *in camera*. As a result, the total amount of costs incurred in this  
6 action to date total \$25,021.96.

7 4. A true and correct copy of the Prime Interest Rate as published by the Nevada  
8 Division of Financial Institutions is attached hereto as Exhibit 1.

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

11 **AFFIRMATION**

12 Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding  
13 document does not contain the social security number of any person.

14 Dated this 16<sup>th</sup> day of April, 2013.

15 By:   
16 ADAM P. MCMILLEN

17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**


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

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

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

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

Dated: April 16, 2013

  
\_\_\_\_\_  
Nancy Lindsley

# Exhibit 1

# Exhibit 1

# PRIME INTEREST RATE

**NRS 99.040(1)** requires:

*"When there is no express contract in writing fixing a different rate of interest, interest must be allowed at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1, or July 1, as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due, . . ."*

Following is the prime rate as ascertained by the Commissioner of Financial Institutions:

January 1, 2013	3.25%	July 1, 2012	3.25%
January 1, 2012	3.25%	July 1, 2011	3.25%
January 1, 2011	3.25%	July 1, 2010	3.25%
January 1, 2010	3.25%	July 1, 2009	3.25%
January 1, 2009	3.25%	July 1, 2008	5.00%
January 1, 2008	7.25%	July 1, 2007	8.25%
January 1, 2007	8.25%	July 1, 2006	8.25%
January 1, 2006	7.25%	July 1, 2005	6.25%
January 1, 2005	5.25%	July 1, 2004	4.25%
January 1, 2004	4.00%	July 1, 2003	4.00%
January 1, 2003	4.25%	July 1, 2002	4.75%
January 1, 2002	4.75%	July 1, 2001	6.75%
January 1, 2001	9.50%	July 1, 2000	9.50%
January 1, 2000	8.25%	July 1, 1999	7.75%
January 1, 1999	7.75%	July 1, 1998	8.50%
January 1, 1998	8.50%	July 1, 1997	8.50%
January 1, 1997	8.25%	July 1, 1996	8.25%
January 1, 1996	8.50%	July 1, 1995	9.00%
January 1, 1995	8.50%	July 1, 1994	7.25%
January 1, 1994	6.00%	July 1, 1993	6.00%
January 1, 1993	6.00%	July 1, 1992	6.50%
January 1, 1992	6.50%	July 1, 1991	8.50%
January 1, 1991	10.00%	July 1, 1990	10.00%
January 1, 1990	10.50%	July 1, 1989	11.00%
January 1, 1989	10.50%	July 1, 1988	9.00%
January 1, 1988	8.75%	July 1, 1987	8.25%
January 1, 1987	Not Available		

**\* Attorney General Opinion No. 98-20:**

*If clearly authorized by the creditor, a collection agency may collect whatever interest on a debt its creditor would be authorized to impose. A collection agency may not impose interest on any account or debt where the creditor has agreed not to impose interest or has otherwise indicated an intent not to collect interest. Simple interest may be imposed at the rate established in NRS 99.040 from the date the debt becomes due on any debt where there is no written contract fixing a different rate of interest, unless the account is an open or store accounts as discussed herein. In the case of open or store accounts, interest may be imposed or awarded only by a court of competent jurisdiction in an action over the debt.*

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

2013 APR 17 AM 11:39

BLAN GLOVER  
*J. Margolin*  
DEPUTY

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

9 **JED MARGOLIN, an individual,**  
10 **Plaintiff,**

11 **vs.**

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

23 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

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

21 Plaintiff Jed Margolin hereby applies for a default judgment pursuant to NRC  
22 55(b)(2) against Defendants Reza Zandian ("Zandian"), Optima Technology Corporation, a  
23 Nevada corporation, and Optima Technology Corporation, a California corporation, in the  
24 principal amount of \$1,497,328.90, together with interest at the legal rate accruing from the  
25 date of default judgment. This Application is based upon the grounds that the Defendants are  
26 in default for failure to plead or otherwise defend as required by law.

27 Based on the following arguments and evidence, Plaintiff requests that the Court enter  
28 judgment in his favor, and against Defendants, in the manner set forth in the Attached Default

1 Judgment. Defendants are not infants or incompetent persons, and are not in the military  
2 service of the United States as defined by 50 U.S.C. § 521.

3 The facts contained in Plaintiff's Amended Complaint, and further discussed below,  
4 warrant entry of Final Judgment against Defendants for conversion, tortious interference with  
5 contract, intentional interference with prospective economic advantage, unjust enrichment, and  
6 unfair and deceptive trade practices.

7 **MEMORANDUM OF POINTS AND AUTHORITIES**

8 **I. FACTUAL BACKGROUND**

9 Plaintiff Jed Margolin is the named inventor on United States Patent No. 5,566,073  
10 ("the '073 Patent"), United States Patent No. 5,904,724 ("the '724 Patent"), United States  
11 Patent No. 5,978,488 ("the '488 Patent") and United States Patent No. 6,377,436 ("the '436  
12 Patent") (collectively "the Patents"). See Amended Complaint, filed 8/11/11, ¶¶ 9-10. In  
13 2004, Mr. Margolin granted to Robert Adams, then CEO of Optima Technology, Inc. (later  
14 renamed Optima Technology Group (hereinafter "OTG"), a Cayman Islands Corporation  
15 specializing in aerospace technology) a Power of Attorney regarding the Patents. *Id.* at ¶ 11.  
16 Subsequently, Mr. Margolin assigned the '073 and '724 Patents to OTG and revoked the  
17 Power of Attorney. *Id.* at ¶ 13.

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

23 On or about December 5, 2007, Defendants filed with the U.S. Patent and Trademark  
24 Office ("USPTO") fraudulent assignment documents allegedly assigning all four of the Patents  
25 to Optima Technology Corporation ("OTC"), a company apparently owned by Defendant  
26 Zandian at the time. *Id.* at ¶ 15. Shortly thereafter, on November 9, 2007, Mr. Margolin,  
27 Robert Adams, and OTG were named as defendants in the case titled *Universal Avionics*  
28 *Systems Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the

1 “Arizona action”). *Id.* at ¶ 17. Zandian was not a party in the Arizona action. Nevertheless,  
2 the plaintiff in the Arizona action asserted that Mr. Margolin and OTG were not the owners of  
3 the ‘073 and ‘724 Patents, and OTG filed a cross-claim for declaratory relief against Optima  
4 Technology Corporation (“OTC”) in order to obtain legal title to the respective patents. *Id.*

5 On August 18, 2008, the United States District Court for the District of Arizona  
6 entered a default judgment against OTC and found that OTC had no interest in the ‘073 or  
7 ‘724 Patents, and that the assignment documents filed with the USPTO were “forged, invalid,  
8 void, of no force and effect.” *Id.* at ¶ 18; *see also* Exhibit B to Zandian’s Motion to Dismiss,  
9 dated 11/16/11, on file herein.

10 Due to Defendants’ fraudulent acts, title to the Patents was clouded and interfered with  
11 Plaintiff’s and OTG’s ability to license the Patents. *Id.* at ¶ 19. In addition, during the period  
12 of time Mr. Margolin worked to correct record title of the Patents in the Arizona action and  
13 with the USPTO, he incurred significant litigation and other costs associated with those  
14 efforts. *Id.* at ¶ 20.

## 15 II. PROCEDURAL BACKGROUND

16 Plaintiff filed his Complaint on December 11, 2009, and the Complaint was personally  
17 served on Defendant Zandian on February 2, 2010, and on Defendants Optima Technology  
18 Corporation, a Nevada corporation, and Optima Technology Corporation, a California  
19 corporation on March 21, 2010. Defendant Zandian’s answer to Plaintiff’s Complaint was due  
20 on February 22, 2010, but Defendant Zandian did not answer the Complaint or respond in any  
21 way. Default was entered against Defendant Zandian on December 2, 2010, and Plaintiff  
22 filed and served a Notice of Entry of Default on Defendant Zandian on December 7, 2010 and  
23 on his last known attorney on December 16, 2010.

24 The answers of Defendants Optima Technology Corporation, a Nevada corporation,  
25 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,  
26 but Defendants did not answer the Complaint or respond in any way. Default was entered  
27 against Defendants Optima Technology Corporation, a Nevada corporation, and Optima  
28 Technology Corporation, a California corporation on December 2, 2010. Plaintiff filed and

1 served a Notice of Entry of Default on the corporate entities on December 7, 2010 and on their  
2 last known attorney on December 16, 2010.

3 The defaults were set aside and Defendant Zandian's motion to dismiss was denied on  
4 August 3, 2011. On September 27, 2011, this Court ordered that service of process against all  
5 Defendants may be made by publication. As manifested by the affidavits of service, filed  
6 herein on November 7, 2011, all Defendants were duly served by publication by November  
7 2011.

8 On February 21, 2012, the Court denied Zandian's motion to dismiss the Amended  
9 Complaint. On March 5, 2012, Zandian served a General Denial to the Amended Complaint.  
10 On March 13, 2012, the corporate Defendants served a General Denial to the Amended  
11 Complaint.

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

18 On July 16, 2012, Mr. Margolin served Zandian with Mr. Margolin's First Set of  
19 Requests for Admission, First Set of Interrogatories and First Set of Requests for Production of  
20 Documents, but Zandian never responded to these discovery requests. As such, on December  
21 14, 2012, Mr. Margolin filed and served a Motion for Sanctions pursuant to NRCP 37. In this  
22 Motion, Mr. Margolin requested this Court strike the General Denial of Zandian and award  
23 Mr. Margolin his fees and costs incurred in bringing the Motion.

24 On January 15, 2013, this Court issued an order striking the General Denial of Zandian  
25 and awarding his fees and costs incurred in bringing the NRCP 37 Motion. A default was  
26 entered against Zandian on March 28, 2013, and a notice of entry of default judgment was  
27 filed on April 5, 2013.

28 Plaintiff now applies for a default judgment against all Defendants.

1 III. ARGUMENT

2 NRCP 55(b)(2) allows a party to apply to the Court for a default judgment. As set  
3 forth above, defaults have been properly entered against all Defendants. Default was entered  
4 against the corporate Defendants because they did not obtain counsel to represent them and  
5 they ignored the Court's order to obtain counsel. Default was entered against Zandian as a  
6 discovery sanction. When default is entered as a result of a discovery sanction, the non-  
7 offending party need only establish a prima facie case in order to obtain a default judgment.  
8 *Foster v. Dingwall*, 126 Nev. Adv. Op. 6, 227 P.3d 1042, 1049 (Nev. 2010) (default judgment  
9 entered and upheld after pleadings were stricken as a result of discovery sanction). Where a  
10 district court enters default, the facts alleged in the pleadings will be deemed admitted. *Id.*,  
11 *citing Estate of LoMastro v. American Family Ins.*, 124 Nev. 1060, 1068, 195 P.3d 339, 345 n.  
12 14 (2008). Thus, the district court shall consider the allegations deemed admitted to determine  
13 whether the non-offending party has established a prima facie case for liability. *Foster*, 126  
14 Nev. Adv. Op. 6, 227 P.3d at 1050.

15 The Nevada Supreme Court has defined a "prima facie case" as the "sufficiency of  
16 evidence in order to send the question to the jury." *Id.*, *citing Vancheri v. GNLV Corp.*, 105  
17 Nev. 417, 420, 777 P.2d 366, 368 (1989). A prima facie case is supported by sufficient  
18 evidence when enough evidence is produced to permit a trier of fact to infer the fact at issue  
19 and rule in the party's favor. *Foster*, 126 Nev. Adv. Op. 6, 227 P.3d at 1050, *citing Black's*  
20 *Law Dictionary* 1310 (9th ed. 2009). Where the non-offending party seeks monetary relief, a  
21 prima facie case requires the non-offending party to establish that the offending party's  
22 conduct resulted in damages, the amount of which is proven by substantial evidence. *Foster*,  
23 126 Nev. Adv. Op. 6, 227 P.3d at 1050, *citing Vancheri v. GNLV Corp.*, 105 Nev. at 420, 777  
24 P.2d at 368.

25 As a result, all of the averments in Plaintiff's Complaint, other than those as to the  
26 amount of damage, are admitted. *See supra*; *see also* NRCP 8(d). As set forth herein, a prima  
27 facie case exists for Plaintiff's claims for relief for each of his causes of action and Plaintiff  
28 has presented substantial evidence on the amount of damages he has incurred as a result of



1 Defendants' various tortious actions. *See supra.*; *see also* Amended Complaint; Declaration of  
2 Jed Margolin in Support of Application for Default Judgment ("Margolin Decl."), dated  
3 3/27/13, ¶ 3, Exhibit 2. As such, Plaintiff respectfully requests that judgment be entered in the  
4 manner set forth in the proposed Default Judgment filed and served herewith.

5 **A. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**  
6 **SUPPORT HIS CLAIM FOR CONVERSION**

7 Conversion is "a distinct act of dominion wrongfully exerted over another's personal  
8 property in denial of, or inconsistent with his title or rights therein or in derogation, exclusion,  
9 or defiance of such title or rights." *Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606  
10 (2002), *quoting Wantz v. Redfield*, 74 Nev. 196, 198 (1958)). Further, conversion is an act of  
11 general intent, which does not require wrongful intent and is not excused by care, good faith,  
12 or lack of knowledge. *Id.*, *citing Bader v. Cerri*, 96 Nev. 352, 357 n. 1 (1980). Conversion  
13 applies to intangible property to the same extent it applies to tangible property. *See M.C.*  
14 *Multi-Family Development, L.L.C. v. Crestdale Associates, Ltd.*, 193 P.3d 536 (Nev. 2008),  
15 *citing Kremen v. Cohen*, 337 F.3d 1024, 1030 (9th Cir.2003)(expressly rejecting the rigid  
16 limitation that personal property must be tangible in order to be the subject of a conversion  
17 claim).

18 When a conversion causes "a serious interference to a party's rights in his property ...  
19 the injured party should receive full compensation for his actual losses." *Winchell v. Schiff*,  
20 193 P.3d 946, 950-951 (2008), *quoting Bader*, 96 Nev. at 356, overruled on other grounds by  
21 *Evans*, 116 Nev. at 608, 611. The return of the property converted does not nullify the  
22 conversion. *Bader*, 96 Nev. at 356.

23 As set forth in the Amended Complaint, Mr. Margolin owned the '488 and '436  
24 Patents, and had a royalty interest in the '073 and '724 Patents. Complaint, ¶¶ 9-14.  
25 Defendants filed false assignment documents with the USPTO in order to gain dominion over  
26 the Patents. *Id.*, ¶ 15; Margolin Decl., Exhibit 2. Defendants failed to pay Mr. Margolin for  
27 interfering with his property rights in the Patents. *Id.* at ¶¶ 22-24. Defendants' retention of  
28 Mr. Margolin's Patents is inconsistent with his ownership interest therein and defied his legal

1 rights thereto. *Id.* As a direct and proximate result of Defendants' conversion of Mr.  
2 Margolin's Patents, Mr. Margolin has suffered damages in the amount of \$300,000, which  
3 includes the amount Mr. Margolin paid in attorneys' fees in the Arizona Action where the  
4 Court ordered that the USPTO correct record title to the Patents (plus pre-judgment interest  
5 and costs – discussed below). Margolin Decl., ¶ 4, Exhibit 3.

6 The \$300,000 in damages also consists of \$210,000 that would have been paid to  
7 Plaintiff pursuant to a patent purchase agreement that was terminated as a result of the  
8 Defendants' actions as stated in the Amended Complaint. *See* Margolin Decl., ¶ 5. Plaintiff  
9 will provide documentation or specific details of the purchase agreement to the Court *in*  
10 *camera* because of the confidentiality provisions in the agreement. *Id.* Also, Plaintiff can  
11 state that on April 14, 2008, OTG entered into a purchase agreement to sell the '073 and '724  
12 patents to another entity which would have netted Plaintiff \$210,000 on the sale of the  
13 Patents. *Id.*; *see also* Amended Complaint, ¶¶ 11-14 (showing royalty agreement). The  
14 purchase agreement also included a provision for post-patent sale royalty payments which  
15 would have provided additional substantial income to the Plaintiff, which post-patent sale  
16 royalty payment damages are not being claimed here. *Id.* Finally, the April 14, 2008 purchase  
17 agreement provided the purchasing entity an opportunity to conduct due diligence regarding  
18 the Arizona Action prior to consummation of the sale. *Id.* On June 13, 2008, the purchasing  
19 entity wrote OTG and stated that they had completed their due diligence investigation and  
20 determined that the Patents and/or the Arizona Action were not acceptable and therefore the  
21 purchase agreement was terminated. *Id.* Thus, the purchase agreement was terminated  
22 because of Defendants' actions as stated herein and in the Amended Complaint. *Id.*

23 Mr. Margolin has stated a claim for conversion and presented evidence to support that  
24 claim and resulting damages.

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

27 "In Nevada, an action for intentional interference with contract requires: (1) a valid and  
28 existing contract; (2) the defendant's knowledge of the contract; (3) intentional acts intended or

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

7 Here, the facts alleged in the Amended Complaint and admitted by Defendants prove  
8 that Defendants intentionally interfered with Mr. Margolin's contract with OTG for the  
9 payment of royalties by filing false assignment documents with the USPTO. Amended  
10 Complaint, ¶¶ 26-30. Because the loss of title to the Patents prevented Mr. Margolin and OTG  
11 from licensing the Patents, no royalties were paid. The illegal act of filing "forged, invalid  
12 [and] void" documents with the USPTO support that Defendants had the requisite intent to  
13 interfere with Mr. Margolin's contract to collect royalties. See Margolin Decl., Exhibit 2. As  
14 a direct and proximate result of Defendants' interference of Plaintiff's contract with OTG,  
15 Plaintiff has suffered damages in the amount of \$300,000, as related above.

16 **C. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**  
17 **SUPPORT HIS CLAIM FOR INTENTIONAL INTERFERENCE WITH**  
18 **PROSPECTIVE ECONOMIC ADVANTAGE**

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

24 As alleged in the Amended Complaint, Mr. Margolin and OTG had already licensed  
25 the '073 and '724 Patents and were engaging in negotiations with other prospective licensees  
26 of the Patents when Defendants filed the fraudulent assignment documents with the USPTO  
27 with the intent to disrupt the prospective business. Complaint, ¶¶ 32-35. As a result of  
28

1 Defendants' acts, Plaintiff's prospective business relationships were disrupted and Plaintiff has  
2 suffered damages in the amount of \$300,000, as stated above.

3 **D. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**  
4 **SUPPORT HIS CLAIM FOR UNJUST ENRICHMENT**

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

13 As set forth above and in the Amended Complaint, Mr. Margolin conferred a benefit  
14 on Defendants when Defendants took record title of the Patents. See Amended Complaint, ¶  
15 15. Defendants retained this benefit for approximately eight months and failed to provide any  
16 payment for title to the Patents. *Id.* at ¶¶ 15-18. As a direct result of Defendants' unjust  
17 retention of the benefit, Plaintiff suffered damages in the amount of \$300,000, as related  
18 above.

19 **E. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**  
20 **SUPPORT HIS CLAIM FOR UNFAIR TRADE PRACTICES**

21 Under N.R.S. § 598.0915, knowingly making a false representation as to affiliation,  
22 connection, association with another person, or knowingly making a false representation in the  
23 course of business constitutes unfair trade practices. By filing a fraudulent assignment  
24 document with the USPTO, Defendants knowingly made a false representation to the USPTO  
25 that Mr. Margolin and OTG had assigned the Patents to Defendants. See Amended Complaint,  
26 ¶¶ 15, 42-43. As a result of Defendants' false representation, Mr. Margolin was deprived of  
27 his ownership interests in the Patents for a period of approximately eight months.

28 The United States District Court for the District of Arizona ruled that OTC had no  
interest in the '073 or '724 Patents, and that the assignment documents Defendants filed with

1 the USPTO were "forged, invalid, void, of no force and effect." Margolin Decl., Exhibit 2.  
2 Accordingly, Plaintiff has stated a claim for deceptive trade practices and has presented  
3 evidence to support that claim and the resulting damages in the amount of \$300,000, as stated  
4 above.

5 In addition, Plaintiff's damages should be trebled pursuant to NRS 598.0999(3), which  
6 states as follows:

7 The court may require the natural person, firm, or officer or managing agent of  
8 the corporation or association to pay to the aggrieved party damages on all  
9 profits derived from the knowing and willful engagement in a deceptive trade  
10 practice and treble damages on all damages suffered by reason of the deceptive  
11 trade practice.

12 *Id.* Accordingly, Plaintiff's \$300,000 in damages should be trebled to \$900,000.

13 Also, Plaintiff is entitled to his attorney's fees and costs in this action pursuant to NRS  
14 598.0999(3), which states: "The court in any such action may, in addition to any other relief or  
15 reimbursement, award reasonable attorney's fees and costs." Plaintiff's attorney's fees in this  
16 case are \$83,761.25 to date. McMillen Declaration ("McMillen Decl."), ¶ 2. Plaintiff's costs  
17 in this case are \$25,021.96. McMillen Decl., ¶ 3. The total fees and costs in this case are  
18 \$108,783.21. As stated in the McMillen Decl., Plaintiff will provide its ledger *in camera* to  
19 the Court for review. *Id.*

#### 20 E. MR. MARGOLIN IS ENTITLED TO PREJUDGMENT INTEREST

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

22 When there is no express contract in writing fixing a different rate of interest,  
23 interest must be allowed at a rate equal to the prime rate at the largest bank in  
24 Nevada, as ascertained by the Commissioner of Financial Institutions, on  
25 January 1, or July 1, as the case may be, immediately preceding the date of the  
26 transaction, plus 2 percent, upon all money from the time it becomes due....

27 *Id.*

28 In Nevada, the prejudgment interest rate on an award is the rate in effect at the time the  
contract between the parties was signed. *Kerala Properties, Inc. v. Familian*, 122 Nev. 601,  
604 (2006). As set forth above, Defendants committed the tortious acts on December 12,  
2007. *See supra*. The controlling interest rate as of July 1, 2007 was 8.25%. *See* McMillen

1 Decl., Exhibit 1 (Prime Interest Rate table and information from the Nevada Division of  
2 Financial Institutions). As a result, the proper interest rate for calculating prejudgment interest  
3 is 10.25%. *Id.*; NRS 99.040.

4 As of December 12, 2007, the amount of \$900,000 was due and owing to Mr.  
5 Margolin. Margolin Decl., ¶ 4, Exhibit 3. As a result, that amount has been due and owing for  
6 at least 1,933 days (December 12, 2007 to March 27, 2013). The prejudgment interest amount  
7 is therefore \$488,545.89 (.1025 x 1,933 days x \$900,000 divided by 365).

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

9 NRS 18.020(1)-(3) provides, in pertinent part:

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

15 *Id.*

16 If the Court grants this Application, Mr. Margolin will be the prevailing party under  
17 NRS 18.020 and will therefore be entitled to costs thereunder. As discussed herein and in the  
18 Complaint, Mr. Margolin is seeking to recover the value of property valued in excess of  
19 \$2,500 as well as money and damages in the amount of \$900,000.

20 To date, Mr. Margolin has incurred costs in the amount of \$25,021.96. McMillen  
21 Decl., ¶ 3.

22 **G. IN THE EVENT THE COURT IS NOT INCLINED TO ENTER  
23 DEFAULT JUDGMENT AGAINST DEFENDANTS IN THE AMOUNT  
24 AND MANNER REQUESTED, MR. MARGOLIN REQUESTS ORAL  
25 ARGUMENT ON ITS APPLICATION**

26 NRCP 55(b)(2) provides in pertinent part: “[i]f, in order to enable the court to enter  
27 judgment or to carry it into effect, it is necessary to take an account or to determine the amount  
28 of damages or to establish the truth of any averment by evidence or to make an investigation of  
any other matter, the court may conduct such hearings or order such references as it deems

1 necessary and proper....” *Id.* In the event the Court is not inclined to grant the requested  
2 relief and enter the Proposed Default Judgment in Mr. Margolin’s favor based on this  
3 Application alone, Mr. Margolin respectfully requests that oral argument be heard on this  
4 matter and on Mr. Margolin’s claims for relief.

5 **IV. CONCLUSION**

6 In light of the foregoing, Plaintiff respectfully requests that this Application for Default  
7 Judgment be granted, and the attached Default Judgment entered. As stated above, Plaintiff is  
8 entitled to treble damages in the amount of \$900,000; prejudgment interest in the amount of  
9 \$488,545.89; attorney’s fees in the amount of \$83,761.25; and costs in the amount of  
10 \$25,021.96; for a total judgment of \$1,497,328.90.

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

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

14 Dated this 16<sup>th</sup> day of April, 2013.

15 BY: 

16 Matthew D. Francis (6978)  
17 Adam P. McMillen (10678)  
18 WATSON ROUNDS  
19 5371 Kietzke Lane  
20 Reno, NV 89511  
21 Telephone: 775-324-4100  
22 Facsimile: 775-333-8171  
23 *Attorneys for Plaintiff Jed Margolin*

**CERTIFICATE OF SERVICE**

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

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

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

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

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

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

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

27 Dated: April 16, 2013  
28

  
Nancy Lindsley



4/16/13

1 Matthew D. Francis (6978)  
2 Adam P. McMillen (10678)  
3 WATSON ROUNDS  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 Attorneys for Plaintiff Jed Margolin

REC'D & FILED

2013 APR 17 AM 11:41

ALAN GLOVER  
*[Signature]*  
CLERK

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
**In The First Judicial District Court of the State of Nevada**  
**In and for Carson City**

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

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

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

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

2. Attached as Exhibit 1 is a true and correct copy of the Amended Answer, Counterclaims, Cross-Claims and Third-Party Claims filed in the action captioned *Universal*

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

3 3. Attached as Exhibit 2 is a true and correct copy of the August 18, 2008 Order  
4 from the Arizona Action.

5 4. After Defendant Zandian filed the forged and invalid assignment document  
6 with the USPTO relating to the Patents, I was forced to spend \$90,000 in attorneys' fees in the  
7 Arizona Action where the Court ordered that the USPTO correct record title to the Patents.  
8 Attached as Exhibit 3 are true and correct copies of the records from my bank showing three  
9 transfers of \$30,000 each. Two transfers went to Optima Technology Group and one transfer  
10 went directly to the attorneys representing Optima Technology Group and myself. The three  
11 transfers were for the payment of attorneys' fees in the Arizona Action.  
12

13 5. I was to be paid \$210,000 pursuant to a patent purchase agreement that failed  
14 as a proximate result of the Defendants' actions as stated in the Amended Complaint. I cannot  
15 publicly provide documentation or specific details of the actual purchase agreement because of  
16 the confidentiality provisions in the agreement. However, I will provide the Court with  
17 documentation of the agreement so the Court can review the agreement *in camera*. Also, on  
18 April 14, 2008, Optima Technology Group entered into a purchase agreement to sell the '073  
19 and '724 Patents to another entity which would have netted me \$210,000 on the purchase price  
20 of the subject Patents alone. The purchase agreement also included a provision for post patent  
21 sale royalty payments which would have provided me with additional substantial income.  
22 Finally, the April 14, 2008 purchase agreement provided the purchasing entity an opportunity  
23 to conduct due diligence regarding the Arizona Action. On June 13, 2008, the purchasing  
24 entity wrote Optima Technology Group and stated that they had completed their due diligence  
25 investigation and determined that the Patents and/or the Arizona Action were not acceptable  
26  
27  
28

1 and therefore the purchase agreement was terminated. Simply put, the purchase agreement  
2 was terminated because of Defendants' actions.

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

5 Dated: April 8, 2013.

6 By: Jed Margolin  
7 JED MARGOLIN

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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 16, 2013.

BY: 

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

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

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

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

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

Dated: April 16, 2013



Nancy Lindsley

# Exhibit 1

# Exhibit 1

1 **CHANDLER & UDALL, LLP**  
2 ATTORNEYS AT LAW  
3 4801 E. BROADWAY BLVD., SUITE 400  
4 TUCSON, ARIZONA 85711-3638  
5 Telephone: (520) 623-4353  
6 Fax: (520)792-3426

7 Edward Moomjian II, PCC # 65050, SBN 016667  
8 Jeanna Chandler Nash, PCC # 65674, SBN 022384  
9 Attorneys for Defendants Adams, Margolin and Optima Technology Inc. a/k/a Optima  
10 Technology Group, Inc.

11 **UNITED STATES DISTRICT COURT**

12 **DISTRICT OF ARIZONA**

13 UNIVERSAL AVIONICS SYSTEMS  
14 CORPORATION,  
15 Plaintiff,

16 vs.

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

NO. CV-00588-RC

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

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

25 vs.

26 UNIVERSAL AVIONICS SYSTEMS  
CORPORATION, an Arizona corporation,  
Counterdefendant

**JURY TRIAL DEMANDED**

*Assigned to: Hon. Raner C. Collins*

OPTIMA TECHNOLOGY INC. a/k/a  
OPTIMA TECHNOLOGY GROUP, INC., a  
corporation,  
Cross-Claimant,

vs.

OPTIMA TECHNOLOGY CORPORATION,  
a corporation,  
Cross-Defendant

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

Third-Party Plaintiff,

vs.

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

Third-Party Defendants.

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

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

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

19 **INTRODUCTORY PARAGRAPH**

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

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



1 2 line 3 of the *Complaint*).

2 **NATURE OF THE ACTION**

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

7 **THE PARTIES**

- 8 2. Deny for lack of knowledge.
- 9 3. Admit. Affirmatively allege that Optima Technology Group Inc. is also known  
10 and has been and does business as Optima Technology Inc.
- 11 4. Denied. Affirmatively allege that Optima Technology Corporation (hereinafter  
12 “OTC”) has no relationship whatsoever to Optima.
- 13 5. Denied. Affirmatively alleged that Defendant Robert Adams (“Adams”) is the  
14 Chief Executive Officer of Optima.
- 15 6. Denied.
- 16 7. Denied.

17 **JURISDICTION AND VENUE**

- 18 8. Admit that the *Complaint* seeks declarations of invalidity and non-infringement  
19 of the ‘073 patent and the ‘724 patent, and asserts claims for breach of contract, unfair  
20 competition and negligent interference. Deny validity of all such assertions and claims. Deny  
21 all remaining allegations.
- 22 9. Admit that the Court has original jurisdiction over Counts I-IV of the *Complaint*  
23 asserting non-infringement and invalidity of the Patents (although Optima denies the assertions  
24 and validity of those claims) as to Defendant Optima. Affirmatively allege that co-Defendant  
25

26 <sup>2</sup> The ‘073 patent and the ‘724 patent are collectively referred to herein as the “Patents.”

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

7 10. Deny.

8 **THE PATENTS-IN-SUIT**

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

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

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

25 **FACTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11           28.    Deny.

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

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

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

21           32.    Deny for lack of knowledge.

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

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

1 35. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its  
2 counsel. Affirmatively allege that the text of Exhibit 13 to the *Complaint* speaks for itself.  
3 Deny all remaining allegations.

4 36. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its  
5 counsel. Deny allegations regarding communications to which Optima was not a party for lack  
6 of knowledge. Deny all remaining allegations.

7 37. Deny for lack of knowledge.

8 38. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its  
9 counsel. Affirmatively allege that the text of Exhibit 14 to the *Complaint* speaks for itself.  
10 Deny all remaining allegations.

11 39. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its  
12 counsel. Affirmatively allege that the text of Exhibit 15 to the *Complaint* speaks for itself.  
13 Deny all remaining allegations.

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

17 41. Admit. Affirmatively allege that the text of Exhibit 17 to the *Complaint* speaks  
18 for itself.

19 42. Admit. Affirmatively allege that the text of Exhibit 17 to the *Complaint* speaks  
20 for itself.

21 43. Admit.

22 **CLAIMS FOR RELIEF**

23 **COUNT ONE**

24 **Declaratory Judgment of Non-Infringement of the '073 Patent**

25 44. Optima repeats and restates the statements of paragraphs 1-43 above as if fully  
26 set forth herein.





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

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

11 2. Laches;

12 3. Waiver; and,

13 4. Estoppel.

14 **JURY TRIAL DEMAND**

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

17 **PRAYER FOR RELIEF**

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

22 **COUNTERCLAIMS, CROSS-CLAIMS & THIRD-PARTY CLAIMS<sup>3</sup>**

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

25 \_\_\_\_\_  
26 <sup>3</sup> Except where otherwise noted, all capitalized terms herein are as defined in the  
foregoing *Amended Answer*.



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

4 **THE PARTIES**

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

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

3 **JURISDICTION AND VENUE**

- 4 7. The statements of all of the foregoing paragraphs are incorporated herein by reference  
5 as if fully set forth herein.
- 6 8. The Counterclaim, Cross-Claim and Third-Party Claim include claims for patent  
7 infringement and for declaratory judgment relating to ownership/rights in patents, which  
8 arise under the United States Patent Laws, 35 U.S.C. §101 et seq. The amount in  
9 controversy is in excess of \$1,000,000.
- 10 9. Jurisdiction of this Court is pursuant to 28 U.S.C. §§ 1331, 1367, 1338(a) and (b), and  
11 2201 et seq.

12 **FACTS**

- 13 10. The statements of all of the foregoing paragraphs are incorporated herein by reference  
14 as if fully set forth herein.
- 15 11. Upon information and belief, with actual and/or constructive knowledge of the Patents  
16 UAS has sold and/or manufactured and/or used and/or advertised/promoted one or more  
17 products including those products designated by UAS as the Vision-1, UNS-1 and  
18 TAWS Terrain and Awareness & Warning systems all of which infringe one or the  
19 other of the Patents in suit ("Infringing Products").
- 20 12. Optima informed UAS that the Infringing Products infringed upon the Patents prior to  
21 the filing of the *Complaint* herein. Upon information and belief, despite such  
22 notification UAS has continued to sell and/or manufacture and/or use and/or  
23 advertise/promote the Infringing Products.
- 24 13. Upon information and belief:
- 25 a. Naimer was the moving force who originated UAS's concept of the Infringing  
26 Products; and/or

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

1 for UAS to infringe on the Patents.

2 14. Upon information and belief:

- 3 a. Hummel was and is the Vice President/General Manager of Engineering  
4 Research and Development of UAS, thereby controlling UAS's design,  
5 development and/or manufacture of the Infringing Products; and/or  
6 b. Hummel was intimately involved in UAS's design and/or development of the  
7 Infringing Products; and/or  
8 c. Hummel knew and/or should have known of the Patents prior to this lawsuit;  
9 and/or  
10 d. Hummel knew of Optima's allegations that UAS infringed upon the Patents prior  
11 to this lawsuit; and/or  
12 e. Hummel knew of UAS's actions in the nature of those described in Paragraphs  
13 25, 31 and 33 of the *Complaint* and participated in and/or directed those UAS  
14 actions/efforts; and/or  
15 f. It was at all times within Hummel's authority and/or ability to stop UAS's  
16 continued design, development and/or manufacturing of the Infringing Products  
17 but, after Hummel knew of the Patents, the allegations that UAS infringed on the  
18 Patents and/or UAS's actions in the nature of those described in Paragraphs 25,  
19 31 and 33 of the *Complaint*, he did not stop UAS's continued design,  
20 development and/or manufacturing of the Infringing Products; and/or  
21 g. It was at all times within Hummel's authority and/or ability to direct UAS to  
22 redesign, revise and/or redevelop the Infringing Products such that they would  
23 no longer infringe on the Patents but, after Naimer knew of the Patents, the  
24 allegations that UAS infringed on the Patents and/or UAS's actions in the nature  
25 of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not  
26 direct UAS to redesign, revise and/or redevelop the Infringing Products such that

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

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

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

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

25 \*\*\*\*  
26 \*\*\*\*



**COUNT 1**

**PATENT INFRINGEMENT**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

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

**COUNT 2**

**BREACH OF CONTRACT**

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

**COUNT 3**

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

1  
2  
3 40. The statements of all of the foregoing paragraphs are incorporated herein by reference  
4 as if fully set forth herein.

5 41. This is a cause of action for breach of the implied covenant of good faith and fair  
6 dealing against UAS pursuant to Arizona law.

7 42. Under Arizona law, every contract contains an implied covenant of good faith and fair  
8 dealing.

9 43. UAS's actions constitute one or more breaches of covenant of good faith and fair  
10 dealing present and implied in the contract attached as Exhibit 8 to the *Complaint*  
11 herein.

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

14 **COUNT 4**

15 **NEGLIGENCE**

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

18 46. This is an cause of action for negligence against UAS pursuant to the law of New York,  
19 Delaware, California, Virginia or Arizona.

20 47. UAS owed a duty of care to Optima as a result of Exhibit 8 to the *Complaint* herein, and  
21 the obligations created therein and/or relating thereto.

22 48. UAS breached these duties through its foregoing actions as alleged herein, including but  
23 not limited to:

- 24 a. UAS's inclusion in an openly-accessible public record the allegations of its  
25 *Complaint*; and/or  
26

- 1 b. UAS's inclusion in an openly-accessible public record the exhibits attached to  
2 the *Complaint*; and/or  
3 c. UAS's provision of a copy of the Power of Attorney prior to and/or as a result  
4 of UAS's service of the *Complaint* (with Exhibit 3 thereto) upon OTC; and/or  
5 d. UAS's informing, directing, advising, assisting and conspiring of/with  
6 Zandian/OTC to record the Power of Attorney with the U.S. Patent and  
7 Trademark Office ("PTO").

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

10 **COUNT 5**

11 **DECLARATORY JUDGMENT**

- 12 50. The statements of all of the foregoing paragraphs are incorporated herein by reference  
13 as if fully set forth herein.
- 14 51. This is a cause of action for declaratory judgment under 28 U.S.C. § 2201 *et seq* against  
15 OTC.
- 16 52. Optima was at all times relevant hereto the rightful holder of the Power of Attorney and  
17 the rightful owner of the Patents.
- 18 53. By virtue of OTC's recording of the Assignment and Power of Attorney with the PTO,  
19 a cloud of title, impairment of vendibility, etc. (as otherwise alleged above) exists with  
20 respect to Optima's exclusive ownership rights relating to the Patents and the exclusive  
21 rights under the Power of Attorney.
- 22 54. An actual and live controversy exists between OTC and Optima.
- 23 55. As a result thereof, Optima requests a declaration of rights with respect to the foregoing,  
24 including but not limited to a declaration that OTC has no interest or right in either the  
25 Power of Attorney or the Patents, that OTC's filing/recording of documents with the  
26 PTO asserting any interest or right in either the Power of Attorney or the Patents was

1 invalid and void, and ordering the PTO to correct and expunge its records with respect  
2 to any such claim made by OTC.

3 **COUNT 6**

4 **INJURIOUS FALSEHOOD/SLANDER OF TITLE**

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

7 57. This is a cause of action for injurious falsehood and/or slander of title against OTC and  
8 UAS pursuant to the law of New York, Delaware, California, Virginia or Arizona.

9 58. The actions of OTC and/or UAS, as alleged above:

- 10 a. Are/were false and/or disparaging statement(s) and/or publication(s) resulting in  
11 an impairment of vendibility, cloud of title and/or a casting of doubt on the  
12 validity of Optima's right of ownership in the Patents and/or rights under the  
13 Power of Attorney; and/or
- 14 b. Are/were an effort to persuade third parties from dealing with Optima, and/or to  
15 harm to interests of Optima, regarding the Patents and/or the Power of Attorney;  
16 and/or
- 17 c. Are/were actions for which OTC and UAS foresaw and/or should have  
18 reasonably foreseen that the false and/or disparaging statement(s) and/or  
19 publication(s) would likely determine the conduct of a third party with respect  
20 to, or would otherwise cause harm to Optima's pecuniary interests with respect  
21 to, the purchase, license or other business dealings regarding Optima's right in  
22 the Patents and/or rights under the Power of Attorney; and/or
- 23 d. Are/were with knowledge that the statement(s) and/or publication(s) was/were  
24 false; and/or
- 25 e. Are/were with knowledge of the disparaging nature of the statements; and/or
- 26 f. Are/were in reckless disregard of the truth or falsity of the statement(s) and/or

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

12 **COUNT 7**

13 **TRESPASS TO CHATTELS**

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

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

8 **COUNT 8**

9 **UNFAIR COMPETITION**

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

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

- f. Are likely to divert the trade of Optima; and/or
- g. Are likely to cause substantial and irreparable harm to Optima.

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

**COUNT 9**

**UNFAIR AND DECEPTIVE COMPETITION/BUSINESS PRACTICES**

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

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

70. The actions of OTC and/or UAS, as alleged above:
- a. Are/were those of a person engaged in a course of a business, vocation, or occupation; and/or
  - b. Constitute a deceptive trade practice; and/or
  - c. Cause a likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, another; and/or
  - d. Represent that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have; and/or
  - e. Represent that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and/or

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

14 **COUNT 10**

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

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



1 Ann. § 18.2-500,

2 **COUNT 11**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 COUNT 12

9 UAS LIABILITY

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

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

- 14 a. OTC acted as the agent and/or servant of UAS; and/or  
15 b. UAS aided and abetted the wrongful conduct of OTC through one or more of the  
16 following:  
17 i. UAS provided aid to OTC in its commission of a wrongful act that caused  
18 injury to Optima; and/or  
19 ii. UAS substantially assisted and/or encouraged OTC in the principal  
20 violation/wrongful act; and/or  
21 iii. UAS was aware of its role as part of overall illegal and/or tortious activity  
22 at the time it provided the assistance; and/or  
23 iv. UAS reached a conscious decision to participate in tortious activity for  
24 the purpose of assisting OTC in performing a wrongful act; and/or  
25 c. UAS engaged in a civil conspiracy with OTC through an agreement to  
26 accomplish an unlawful purpose and/or to accomplish a lawful object by

- 1 unlawful means, one of whom committed an act in furtherance thereof, thereby  
2 causing damages to Optima; and/or  
3 d. UAS and OTC acted in concert; and/or  
4 e. UAS provided affirmative aid and/or encouragement to the wrongful conduct of  
5 OTC; and/or  
6 f. UAS directed, ordered and/or induced the wrongful conduct of OTC while  
7 knowing (or should having known) of circumstances that would have made the  
8 conduct tortious if it were UAS's; and/or  
9 g. UAS advised OTC to commit the wrongful conduct which resulted in a legal  
10 wrong and/or harm to Optima; and/or  
11 h. UAS acted together with OTC to commit the wrongful conduct pursuant to a  
12 common design; and/or  
13 i. UAS knew that the OTC's conduct would constitute a breach of duty and gave  
14 substantial assistance or encouragement to OTC so to conduct itself; and/or  
15 j. UAS gave substantial assistance to OTC in accomplishing a tortious result and  
16 UAS's own conduct, separately considered, constitutes a breach of duty to  
17 Optima; and/or  
18 k. UAS knowingly participated in the wrongful action of OTC.  
19 90. As a result thereof, UAS is jointly and severally liable for any such damages awarded  
20 to Optima under Counts 6-11 herein.

21 **COUNT 13**

22 **PUNITIVE DAMAGES**

- 23 91. The statements of all of the foregoing paragraphs are incorporated herein by reference  
24 as if fully set forth herein.  
25 92. This is a claim for punitive damages against OTC and UAS pursuant to the common law  
26 and/or statutory law of New York, Delaware, California, Virginia or Arizona.

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

- 1 p. Acted with wilful and wanton conduct so as to evince a conscious disregard of  
2 the rights of others; and/or  
3 q. Acted with recklessness and/or negligence so as to evince a conscious disregard  
4 of the rights of others; and/or  
5 r. Engaged in malicious conduct; and/or  
6 s. Engaged in misconduct and/or actual malice.

7 94. As a result thereof, Optima is entitled to an award of punitive damages against OTC and  
8 UAS herein in an amount to be determined by a jury.

9 **EXCEPTIONAL CASE**

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

13 **JURY TRIAL DEMAND**

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

16 **PRAAYER FOR RELIEF**

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

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

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

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

- 3 11. Granting Optima prejudgment and post-judgment interest at the legal rate; and  
4 12. Granting Optima such other and further relief as the Court deems just and proper.

5 RESPECTFULLY SUBMITTED this 24th day of January, 2008.

6 CHANDLER & UDALL, LLP

7  
8 By /s/ Edward Moomjian II  
9 Edward Moomjian II  
10 Jeanna Chandler Nash  
11 Attorneys for Defendants Adams, Margolin  
12 and Optima Technology Inc. a/k/a Optima  
13 Technology Group, Inc.

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
**CERTIFICATE OF SERVICE**

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

E. Jeffrey Walsh, Esquire  
Greenberg Traurig, LLP  
2375 East Camelback Road, Suite 700  
Phoenix, Arizona 85016  
*Attorneys for Plaintiff*

Scott Joseph Bornstein, Esquire  
Paul J. Sutton, Esquire  
Allan A. Kassenoff, Esquire  
Greenberg Traurig, LLP  
200 Park Avenue  
New York, New York 10166  
*Attorneys for Plaintiff*

s/

# Exhibit 2

# Exhibit 2



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS CORPORATION,

Plaintiff,

vs.

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

Defendants.

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

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS CORPORATION, an Arizona corporation,

Counterdefendant,

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

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY CORPORATION,

Cross-Defendant.

No. CV 07-588-TUC-RCC

**ORDER**

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

4 Therefore, IT IS HEREBY ORDERED:

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

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

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

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

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

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

19 DATED this 18<sup>th</sup> day of August, 2008.

20  
21 

22  
23 **Raner C. Collins**  
24 **United States District Judge**

**Exhibit 3**

**Exhibit 3**

<b>Section I: Requester/Originator Information</b>					
Name	Telephone #	Date Wire to be Sent			
Jed Margolin	847 7845	1/15/08			
Address	City	State	Zip		
AB: Empire Rd	RENO	NV	89521		
Customer ID Type	ID#	Issue State/Country	Issue Date	Expiration Date	
1. DL	1. 080050832	1. NV	1. 1-6-06	1. 2/26/10	
2. BACC	Method of Signature Verification (if Applicable)				
	SIGN CARD				
<b>Section II: Associate Information</b>					
Associate Name	Phone and Fax #	Unit Cost/CC#	Date	Time	
KRAZZA	3560216034	8557	1/15/08	1:40	
Callback Required if Phone, Fax or Letter	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	Name/Number of Person Contacted	Date/Time	Approval (required/Market Approval (if required))	
Callback Completed by:					
<b>Section III: Debit Account Information</b>					
Amount of Wire	Debit Account Type (circle one)	Serial # (For ICA/GL) or Repetitive ID#	Source		
\$ 30,000	CHKG SAV ICA GL		<input type="checkbox"/> Fax <input type="checkbox"/> Phone <input checked="" type="checkbox"/> Letter		
Account to Debit	State	Available Balance	Account Title		
	NV		Jed Margolin		
Overdraft Amount	Overdraft Approved by (Name & Signature)		Date	Wire Fee	
\$				\$ 25	
<b>Section IV: International Payment Instructions</b>					
USD Amount of Wire	Country	Rate	Foreign Currency Code	Foreign Currency Amount	
\$					
Debit Account Type (circle one)	Serial # (For ICA/GL) or Repetitive ID#	FX Reference ID (if Applicable)		Source	
CHKG SAV ICA GL				<input type="checkbox"/> Fax <input type="checkbox"/> Phone <input checked="" type="checkbox"/> Letter	
Account to Debit	State	Available Balance	Account Title		
Overdraft Amount	Overdraft Approved by (Name & Signature)		Date	Wire Fee	
\$				\$	
<b>Section V: Wire Information</b>					
Beneficiary Name	Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required)				
Merrill Lynch	1011730				
Beneficiary Address: Street	City	State	Country	Zip	
Beneficiary Bank Name	ABA # or SWIFT or National ID				
Mellon Bank	043000261				
Beneficiary Bank Address: Street	City	State	Country	Zip	
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival)					
E/C to Optima Technology acct 223-07406					
Send Thru Bank/IBK (if available)	ABA # or SWIFT or National ID				
Send Thru Bank Address: Street	City	State	Country	Zip	
<b>Section VII: Customer Approval</b>					
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (on reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.					
Customer's Signature:	Date of Request:				
Jed Margolin	1-15-2008				
BAT Approval Authorization # (if applicable)					
Wire Entered by: Name/Signature (attach BFT screens print)	BFT System Time	BFT Sequence #			
Print: Kmaxxa	Signature: Kmaxxa	124544	01080115005656		
Date of Entry and Verification	Verified By (Name/Signature) Print Verification System	Signature		BFT System Time	
1-15-08	Print: Jed Margolin	Signature: Jed Margolin		13:49:27	

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

<b>Section I: Requester/Originator Information</b>					
Name: <u>Jed Margolin</u>		Telephone #: <u>847-7845</u>		Date Wire to be Sent: <u>3-26-08</u>	
Address: <u>1981 Empire Rd</u>		City: <u>Reno</u>		State: <u>NV</u> Zip: <u>89521</u>	
Customer ID Type: <u>1. Driver's Lic</u>	ID#: <u>0802588352</u>	Issue State/Country: <u>1. Nevada</u>	Issue Date: <u>1-6-06</u>	Expiration Date: <u>1-2/20/10</u>	
Method of Signature Verification (If Applicable)					
<b>Section II: Associate Accepting Wire</b>					
Associate Name: <u>Janet Saldaña</u>		Phone and Fax #: <u>775-325-6021</u>		Unit Co#/CC#: <u>336/8557</u>	
Date: <u>3-26-08</u>		Time:			
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input type="checkbox"/> N/A		Name/Number of Person Contacted:		Date/Time:	
Callback Completed by:					
<b>Section III: Domestic Payment Instructions</b>					
Amount of Wire: <u>\$ 30,000-</u>		Debit Account Type (circle one): <u>SAV</u> ICA GL		Serial # (For ICA/GL) or Repetitive ID#:	
Account to Debit:		State: Available Balance:		Source: <input checked="" type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	
Account Title:		<u>Jed Margolin</u>			
Overdraft Amount:		Overdraft Approved by (Name & Signature):		Date:	
Wire Fee: <u>\$ 25-</u>					
<b>Section IV: International Payment Instructions: <input type="checkbox"/> Check here if funds must be sent in US Dollars</b>					
USD Amount of Wire:		Country:		Rate:	
Foreign Currency Code:		Foreign Currency Amount:			
Debit Account Type (circle one): <u>SAV</u> ICA GL		Serial # (For ICA/GL) or Repetitive ID#:		FX Reference ID (If Applicable):	
Account to Debit:		State: Available Balance:		Source: <input type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	
Account Title:					
Overdraft Amount:		Overdraft Approved by (Name & Signature):		Date:	
Wire Fee:					
<b>Section V: Wire Information</b>					
Beneficiary Name: <u>Merrill Lynch</u>			Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required): <u>1011730</u>		
Beneficiary Address: Street:		City:		State: Country: Zip:	
Beneficiary Bank Name: <u>Mellan Bank</u>			ABA # or SWIFT or National ID: <u>05223-07406</u>		
Beneficiary Bank Address: Street:		City:		State: Country: Zip: <u>043000261</u>	
Additional Instructions (Attention To, Phone Advice, Customer Reference, Contact Upon Arrival): <u>F/Gr to Optima Technology Group 223-07406</u>					
Send Thru Bank/IBK (if available):			ABA # or SWIFT or National ID:		
Send Thru Bank Address: Street:		City:		State: Country: Zip:	
<b>Section VI: Customer Approval</b>					
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.					
Customer's Signature: <u>Jed Margolin</u>			Date of Request: <u>3-26-08</u>		
<b>Section VII: Wire System Entry/Verification</b>					
Wire Entered by: Name/Signature (attach BFT screenshots printouts): <u>Janet Saldaña</u>		BFT System Time: <u>13:35:53</u>		BFT Sequence #: <u>01080326006579</u>	
Date of Entry and Verification:		Verified By (Name/Signature) (Print Verification Screen): <u>Janet Saldaña</u>		BFT System Time:	
Print:		Signature:			

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

<b>Section I: Requester/Originator Information</b>					
Name <i>Ted Margolin</i>		Telephone # <i>775-847-7845</i>		Date Wire to be Sent <i>6-18-08</i>	
Address <i>1981 Empire Rd</i>		City <i>Reno</i>		State <i>NV</i>	
Customer ID Type <i>DRIVER License</i>		ID# <i>0802588352</i>		Issue Date <i>01-06-06</i>	
Method of Signature Verification (If Applicable) <i>BoFR - ATM 5124 EXP 5/2010</i>		Issue State/Country <i>Nevada</i>		Expiration Date <i>02-20-2010</i>	
<b>Section II: Associate Accepting Wire</b>					
Associate Name <i>Janet Saldana</i>		Phone and Fax # <i>775-325-6001</i>		Unit Cb# / CC# <i>336 / 8557</i>	
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input type="checkbox"/> N/A		Name/Number of Person Contacted		Date <i>6-18-08</i>	
Callback Completed by:		Date/Time		Time <i>9:32</i>	
<b>Section III: Domestic Payment Instructions</b>					
Amount of Wire <i>\$ 30,000.-</i>		Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input checked="" type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>		Serial # (For ICA/GL) or Repetitive ID#	
Account to Debit		State		Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter <input checked="" type="checkbox"/> OTC	
Available Balance <i>\$ 42,339.52</i>		Account Title <i>Ted Margolin</i>			
Overdraft Amount		Overdraft Approved by (Name & Signature)		Date <i>6-18-08</i>	
Wire Fee <i>\$ 25.-</i>					
<b>Section IV: International Payment Instructions: <input type="checkbox"/> Check here if funds must be sent in US Dollars</b>					
USD Amount of Wire		Country		Rate	
Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>		Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (If Applicable)	
Account to Debit		State		Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter <input type="checkbox"/> OTC	
Available Balance		Account Title			
Overdraft Amount		Overdraft Approved by (Name & Signature)		Date	
Wire Fee					
<b>Section V: Wire Information</b>					
Beneficiary Name <i>Snell &amp; Wilmer Trust Acct</i>		Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required) <i>411-9025</i>			
Beneficiary Address: Street		City		State Country Zip	
Beneficiary Bank Name <i>J.P. Morgan Chase NA/Phoenix Trust Acct</i>		ABA # or SWIFT or National ID <i>021000021</i>			
Beneficiary Bank Address: Street <i>201 N. Central Ave</i>		City <i>Phoenix</i>		State Country Zip <i>AZ US 85004</i>	
Additional Instructions (Attention To; Phone Advise; Customer Reference; Contact Upon Arrival) <i>Attn: Jeff Willis Client: Optima Technology Group / Ted Margolin</i>					
Send Thru Bank/IBK (if available)		ABA # or SWIFT or National ID			
Send Thru Bank Address: Street		City		State Country Zip	
<b>Section VI: Customer Approval</b>					
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.					
Customer's Signature: <i>Ted Margolin</i>				Date of Request: <i>6-18-08</i>	
<b>Section VII: Wire System Entry/Verification</b> : BAT Approval Authorization # (if applicable)					
Wire Entered by: Name/Signature (attach BFT screens prints) <i>Janet Saldana</i>		BFT System Time <i>12:02:54</i>		BFT Sequence # <i>01080618004513</i>	
Date of Entry and Verification		Verified By (Name/Signature) (Print Verification Screen)		BFT System Time	
Print:		Signature:			

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

1 Matthew D. Francis (6978)  
Adam P. McMillen (10678)  
WATSON ROUNDS  
2 5371 Kietzke Lane  
Reno, NV 89511  
3 Telephone: 775-324-4100  
Facsimile: 775-333-8171  
4 Attorneys for Plaintiff Jed Margolin

REC'D & FILED

2013 JUN 24 PM 4: 12

ALAN GLOYER  
BY Alan Glover CLERK  
DEPUTY

5  
6  
7 **In The First Judicial District Court of the State of Nevada**  
8 **In and for Carson City**

9 JED MARGOLIN, an individual,

10 Plaintiff,

11 vs.

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

19 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**DEFAULT JUDGMENT**

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

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

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

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

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

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

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

24     \\\

25     \\\

26     \\\

27     \\\

28     \\\



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

  
DISTRICT COURT JUDGE

ORIGINAL

6/27/13  
/

1 Matthew D. Francis (6978)  
2 Adam P. McMillen (10678)  
3 WATSON ROUNDS  
4 5371 Kietzke Lane  
5 Reno, NV 89511  
6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 *Attorneys for Plaintiff Jed Margolin*

REC'D & FILED  
2013 JUN 27 PM 3:22  
ALAN GLOVE  
BY *[Signature]* CLERK  
OFFICE

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

12 **JED MARGOLIN, an individual,**  
13 **Plaintiff,**

14 vs.

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

26 **Defendants.**

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

**NOTICE OF ENTRY OF**  
**DEFAULT JUDGMENT**

27 TO: All parties;

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

///

///

1 Default Judgment.

2

Affirmation Pursuant to NRS 239B.030

3

The undersigned does hereby affirm that the preceding document does not contain the

4

social security number of any person.

5

DATED: June 26, 2013.

WATSON ROUNDS

6

7

By: 

Matthew D. Francis

8

Adam P. McMillen

9

Watson Rounds

10

5371 Kietzke Lane

11

Reno, NV 89511

12

Attorneys for Plaintiff Jed Margolin

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **CERTIFICATE OF SERVICE**

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

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

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

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

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

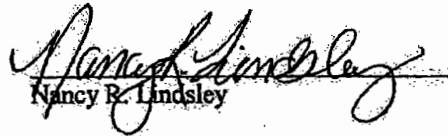
18 Optima Technology Corp.  
19 A California corporation  
20 8401 Bonita Downs Road  
21 Fair Oaks, CA 95628

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

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

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

Dated: June 26, 2013.

  
Nancy R. Lindsley

**ORIGINAL**

REC'D & FILED ✓

2013 DEC 20 PM 3:31

ALAN GLOVER

CLERK  
DEPUTY

1 **MSAD**  
 2 **GEOFFREY W. HAWKINS, ESQ.**  
 Nevada Bar No. 7740  
 3 **JOHNATHON FAYEGHI, ESQ.**  
 Nevada Bar No. 12736  
 4 **HAWKINS MELENDREZ, P.C.**  
 9555 Hillwood Drive, Suite 150  
 Las Vegas, Nevada 89134  
 5 Phone: (702) 318-8800  
 Fax: (702) 318-8801  
 6 ghawkins@hawkinsmelendrez.com  
 Attorneys for Defendant  
 7 *Reza Zandian aka Goamreza Zandian*  
 8 *aka Gholamreza Zandian Jazi*  
 9 *aka Reza Jazi aka J. Reza Jazi*  
*aka G. Reza Jazi aka Ghononreza*  
*Zandian Jazi*

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

**In and For Carson City**

HAWKINS MELENDREZ, P.C.  
 9555 Hillwood Drive, Suite 150  
 Las Vegas, Nevada 89134  
 Telephone (702) 318-8800 • Facsimile (702) 318-8801

14 JED MARGOLIN, an individual.

15 Plaintiff,

16 vs.

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

24 Defendants.

CASE NO. 090C00579 1B

DEPT. NO. 1

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

26 Defendant REZA ZANDIAN ("Zandian") by and through his attorney Geoffrey W.

27 Hawkins, Esq., of the law firm HAWKINS MELENDREZ P.C., and pursuant to NRCP 55 and 60,

28

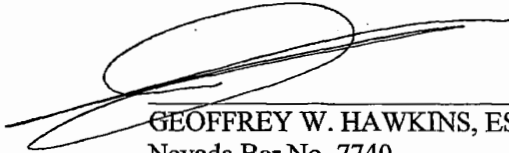
**HAWKINS MELENDREZ, P.C.**  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801

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

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

6 DATED this 19<sup>th</sup> day of December, 2013.

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

9  
10 

11 **GEOFFREY W. HAWKINS, ESQ.**  
12 Nevada Bar No. 7740  
13 **JOHNATHON FAYEGHI, ESQ.**  
14 Nevada Bar No. 12736  
15 9555 Hillwood Drive, Suite 150  
16 Las Vegas, NV 89134  
17 Phone: (702) 318-8800  
18 *Attorneys for Defendant*  
19 *Reza Zandian*

20  
21  
22  
23  
24  
25  
26  
27  
28

HAWKINS MELENDEZ, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801

1 **POINTS AND AUTHORITIES**

2 **I.**

3 **STATEMENT OF FACTS**

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

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

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

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

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

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

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

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



HAWKINS MELENDREZ, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801

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

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

12 **II.**

13 **STATEMENT OF LAW**

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

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

20 (1) mistake, inadvertence, surprise, or excusable neglect;

21 (3) fraud (whether heretofore denominated intrinsic or  
22 extrinsic), misrepresentation or other misconduct of an  
23 adverse party;

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

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

HAWKINS MELENDEZ, P.C.  
9535 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801

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

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

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

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

26 ///

27 ///

28 ///

1 III.

2 LEGAL ARGUMENT

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

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

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

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

HAWKINS MELENDEZ, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801

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

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

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

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

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

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

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

12       In the instant matter, Zandian's prior counsel, John Peter Lee Esq., withdrew as counsel on  
13 or about March 7, 2012, due to a break down in communications among other things. In his Motion  
14 to Withdraw, John Peter Lee Esq., provided an incorrect address for future pleadings and discovery  
15 to be served on Zandian. As such, Zandian never received any pleadings or discovery in this matter  
16 after April 26, 2012 (the date the Court granted John Peter Lee Esq.'s Motion to Withdraw).  
17 Specifically, Zandian did not receive the following: (1) Plaintiff's written discovery which was  
18 allegedly served on July 16, 2012; (2) Plaintiff's December 14, 2012 Motion for Sanctions Pursuant  
19 to NRCP 37; (3) the January 15, 2013 Order striking the General Denial of Zandian and awarding  
20 Plaintiff his fees and costs incurred in bringing the Motion for Sanctions; (4) the April 5, 2013,  
21 Amended Notice of Entry of Default against Zandian; (5) Plaintiff's April 17, 2013, Application for  
22 Entry of Default Judgment against Zandian; (6) the June 24, 2013 Default Judgment; and (7) the  
23 June 27, 2013 Notice of Entry of Default Judgment. Zandian only learned of the Default Judgment  
24 while visiting the US on business in late November of 2013. Upon learning of the Default  
25 Judgment, Zandian retained the law firm of Hawkins Melendrez P.C. to file the instant motion.

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

HAWKINS MELENDEZ, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801

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

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

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

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

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

27    ///

28    ///

HAWKINS MELENDREZ, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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

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

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

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

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

HAWKINS MELENDEZ, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801

1 1401, 950 P.2d 771, the Nevada Supreme Court overruled the requirement that a party must show a  
2 meritorious defense because it is inconsistent with the holding in *Price and Peralta*.

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

6 IV.

7 CONCLUSION

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

10 AFFIRMATION PURSUANT TO NRS 239B.030

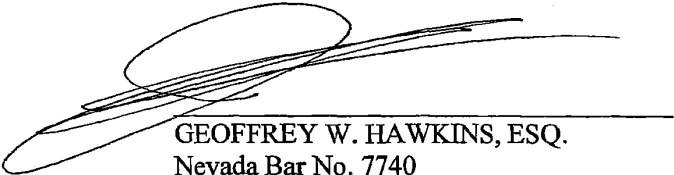
11 The undersigned does hereby affirm that the preceding document does not contain the social  
12 security number of any person.

13 DECLARATION

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

16 Dated this 19<sup>th</sup> day of December, 2013.

17  
18 HAWKINS MELENDEZ, P.C.

19  
20  
21 

22 GEOFFREY W. HAWKINS, ESQ.  
Nevada Bar No. 7740  
23 JOHNATHON FAYEGHI, ESQ.  
Nevada Bar No. 12736  
24 9555 Hillwood Drive, Suite 150  
Las Vegas, NV 89134  
25 Phone: (702) 318-8800  
Attorneys for Defendant  
26 Reza Zandian

27  
28




HAWKINS MELENDEZ, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

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

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

  
An employee of Hawkins Melendrez, P.C.

HAWKINS MELENDEZ, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801

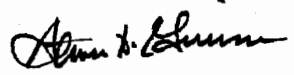
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**INDEX OF EXHIBITS**

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

# Exhibit A

Electronically Filed  
03/15/2013 02:33:18 PM

  
CLERK OF THE COURT

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

6 DISTRICT COURT  
7 CLARK COUNTY, NEVADA

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

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

10 Plaintiff,

11 v.

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

20 Defendants.

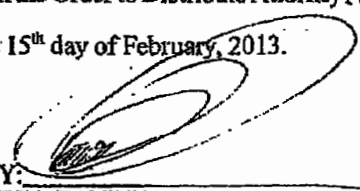
21 AND ALL RELATED COUNTERCLAIMS  
22 AND THIRD-PARTY CLAIMS

1334.024072-1d

NOTICE OF APPEAL

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

26 DATED this 15<sup>th</sup> day of March, 2013.

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

**CERTIFICATE OF MAILING**

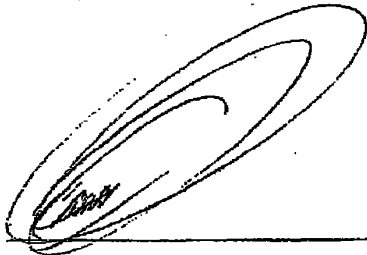
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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

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

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



A handwritten signature in black ink, appearing to read 'Ryan E. Johnson', is written over a horizontal line. The signature is enclosed within a large, hand-drawn oval.

12/30/13 13314  
GWHJK

REC'D & FILED

2014 JAN -2 PM 4:27

ALAN GLDYER

BY **C. GRIBBLE** CLERK  
DEPUTY

1 **MSTY**  
2 **GEOFFREY W. HAWKINS, ESQ.**  
3 Nevada Bar No. 7740  
4 **JOHNATHON FAYEGHI, ESQ.**  
5 Nevada Bar No. 12736  
6 **HAWKINS MELENDREZ, P.C.**  
7 9555 Hillwood Drive, Suite 150  
8 Las Vegas, Nevada 89134  
9 Phone: (702) 318-8800  
10 Fax: (702) 318-8801  
11 ghawkins@hawkinsmelendrez.com  
12 Attorneys for Defendant  
13 *Reza Zandian aka Goamreza Zandian*  
14 *aka Gholamreza Zandian Jazi*  
15 *aka Reza Jazi aka J. Reza Jazi*  
16 *aka G. Reza Jazi aka Ghononreza*  
17 *Zandian Jazi*

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

**In and For Carson City**

HAWKINS MELENDREZ, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801

14 **JED MARGOLIN, an individual.**  
15  
16 **Plaintiff,**  
17 **vs.**

CASE NO. 090C00579 1B  
DEPT. NO. 1

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

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

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

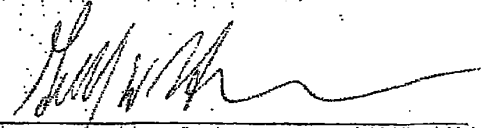
HAWKINS MELENDREZ, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

This motion is made and based upon the provisions of NRCP 62 and the following Memorandum of Points and Authorities, the pleadings and papers on file herein, and any oral argument this Honorable Court may allow.

DATED this 31<sup>st</sup> day of December, 2013.

**HAWKINS MELENDREZ, P.C.**



**GEOFFREY W. HAWKINS, ESQ.**  
Nevada Bar No. 7740  
**JOHNATHON FAYEGHI, ESQ.**  
Nevada Bar No. 12736  
9555 Hillwood Drive, Suite 150  
Las Vegas, NV 89134  
Phone: (702) 318-8800  
*Attorneys for Defendant*  
*Reza Zandian*





HAWKINS MELENDEZ, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801

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

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

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

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

HAWKINS MELENDEZ, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801

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

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

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

11 **III.**

12 **LEGAL ARGUMENT**

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

19 Pursuant to NRCPP 62(b), this Court is authorized, in its discretion, to stay execution of, or  
20 any proceedings to enforce a judgment pending the disposition of post-trial motions brought under  
21 NRCPP 60. In the instant case, Zandian's Motion to Set Aside Default Judgment must be resolved  
22 before any proceedings to enforce the Default Judgment can proceed. Allowing Plaintiff to proceed  
23 with enforcement of the Default Judgment in the face of the pending Motion to Set Aside Default  
24 Judgment could obviously cause the parties to incur unnecessary expenses, and would be unfair and  
25 prejudicial to Zandian in the event that the Default Judgment is set aside by this Court. Indeed,  
26 NRCPP 62(b) is obviously intended to avoid such untoward consequences.  
27  
28

HAWKINS MELENDEZ, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IV.

**CONCLUSION**

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

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

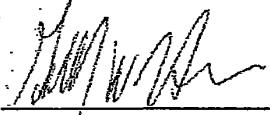
The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

**DECLARATION**

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

Dated this 20 day of December, 2013.

**HAWKINS MELENDEZ, P.C.**




\_\_\_\_\_  
GEOFFREY W. HAWKINS, ESQ.  
Nevada Bar No. 7740  
JOHNATHON FAYEGHI, ESQ.  
Nevada Bar No. 12736  
9555 Hillwood Drive, Suite 150  
Las Vegas, NV 89134  
Phone: (702) 318-8800  
*Attorneys for Defendant  
Reza Zandian*

1 **CERTIFICATE OF SERVICE**

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

9  
10  
11 Matthew D. Francis  
12 Adam P. McMillen  
13 WATSON ROUNDS  
14 5371 Kietzke Lane  
15 Reno, Nevada 89511  
16 *Attorneys for Plaintiff*  
17 *Jed Margolin*

18   
19 An employee of Hawkins Melendrez, P.C.

HAWKINS MELENDRIZ, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8901

20  
21  
22  
23  
24  
25  
26  
27  
28  
RECEIVED

1/9/14

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 JAN -9 PH 3: 39  
ALAN GLOVER  
C. C. CLERK  
DEPUTY

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

10 **JED MARGOLIN, an individual,**  
11 **Plaintiff,**

12 **vs.**

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

20 **Defendants.**

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

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

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

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

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

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

18                   Also, the evidence overwhelmingly demonstrates Zandian maintained the same address  
19 John Peter Lee provided to the Court, even after Zandian allegedly moved to France in August  
20 2011, and the evidence similarly demonstrates Zandian continued to live in the United States,  
21 not France. *See* Exhibit 2 (check from Golden Enterprises to Zandian at 8775 Costa Verde  
22 Blvd, San Diego, CA, dated 10/31/12 and endorsed by Zandian); Exhibit 3 (check from  
23 Golden Enterprises to Zandian at 8775 Costa Verde Blvd, San Diego, CA, dated 1/30/13 and  
24 endorsed by Zandian); Exhibit 4 (Wells Fargo withdrawal slip filled out and signed by  
25 Zandian, dated 2/20/13 (Wells Fargo does not have any branches in France)); Exhibit 5 (check  
26 from and signed by Zandian to John Peter Lee, dated 1/13/12, with 8775 Costa Verde Blvd,  
27  
28

1 San Diego, CA, printed on the check); Exhibit 6 (checks, dated 11/28/11, 12/2/11, 1/25/12,  
2 2/29/12, 3/1/12, 10/30/12, 1/15/13, showing Zandian maintained his 8775 Costa Verde Blvd,  
3 San Diego, CA, address, including checks to the IRS and the Washoe County Treasurer);  
4 Exhibit 7 (Wells Fargo bank statements from December 2011, March 2012 and April 2012  
5 showing the 8775 Costa Verde Blvd, San Diego, CA, address); *see also* Exhibit 8 (Wells  
6 Fargo/Visa statements, dated August 2011, August 2013, September 2013, October 2013  
7 showing a San Diego address); Exhibit 9 (Visa statement, dated 4/10/13, showing Zandian  
8 made four purchases in California on 3/15/13 which is the same date Zandian alleges he filed  
9 the appeal with the French address); Exhibit 10 (Visa statements showing Zandian making  
10 many purchases in California, not France, in September and October of 2011); Exhibit 11  
11 (property summary screen for one of Zandian's Clark County properties currently listing his  
12 8775 Costa Verde, San Diego, CA, address, not France); Exhibit 12 (checks, dated 1/25/12,  
13 1/24/13, 2/21/13, 2/24/13 and 6/30/13, from Zandian to the Secretary of State of California,  
14 United States Treasury, Employment Development Department, and the Internal Revenue  
15 Service, all with the 8775 Costa Verde, San Diego, CA, address, and all of the checks are  
16 written for Optima Technology Corp, which is another named defendant in this matter).  
17

18  
19 Also, there is no doubt Zandian had personal knowledge about this lawsuit. He filed  
20 several papers and pleadings and paid his lawyer for this matter before his alleged move to  
21 France. *See* Zandian's filings in this matter; *see also* Exhibit 13, which is a March 31, 2011  
22 check Zandian wrote to John Peter Lee, which clearly shows Zandian hand wrote "Zandian v.  
23 Margolin" on the "For" line.  
24

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

1 San Diego address and continued to live in the United States at all times relevant to the default  
2 judgment. Therefore, Zandian continued to receive notice<sup>1</sup> of all of the papers, pleadings and  
3 motions in this matter and he simply chose to ignore this matter. As a result, the default  
4 should be upheld.

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

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

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

19  
20 Zandian's discovery abuses and complete failure to respond evidences his willful and  
21 recalcitrant disregard of the judicial process, which prejudiced Plaintiff. *Foster*, 227 P.3d at  
22 1049 (citing *Hamlett v. Reynolds*, 114 Nev. 863, 865, 963 P.2d 457, 458 (1998) (upholding the  
23 district court's strike order where the defaulting party's "constant failure to follow [the court's]  
24 orders was unexplained and unwarranted"); *In re Phenylpropanolamine (PPA) Products*, 460  
25

26  
27 <sup>1</sup> Zandian fails to inform the Court as to how he all of a sudden came back from France and found out about the  
28 default judgment in this matter. Zandian fails to indicate how or where he found out about the default. The fact  
is Zandian continued to receive the papers, pleadings and motions in this matter. For reasons known only to  
Zandian, it is only now that Zandian resurfaces to again move the Court to set aside the default judgment.



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

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

### 13 III. Zandian Has Not Shown Good Cause

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

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

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

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

11  
12 **IV. Zandian Has Not Shown Mistake, Inadvertence, Surprise Or Excusable**  
13 **Neglect**

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

23  
24 Zandian seeks relief under Rule 60(b) based only on excusable neglect. *See Motion to*  
25 *Set Aside*, dated 12/19/13, 8:14-19. More specifically, Zandian claims John Peter Lee  
26 provided this Court with an incorrect address when he withdrew and that Zandian never  
27 received any pleadings or discovery in this matter after April 26, 2012. *See id.* at 9:12-16.  
28

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

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

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

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

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

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

3 Zandian points to his June 9, 2011 and November 16, 2011 motions to dismiss and his  
4 March 5, 2012 General Denial as evidence of a meritorious defense. However, all of  
5 Zandian's motions to dismiss only dealt with personal service and personal jurisdiction, not  
6 the claims at issue. Zandian's motions to dismiss did not set forth any facts regarding the  
7 claims in the Complaint or Amended Complaint. In addition, Zandian's General Denial is just  
8 that, a general denial. The General Denial fails to provide any affirmative defenses to the  
9 claims at issue. In short, Zandian has never demonstrated a meritorious defense to any of the  
10 claims at issue in this matter. This is because Zandian does not have a meritorious defense.  
11

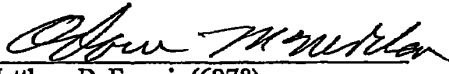
12 **VI. Conclusion**

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

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

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

18 Dated this 9<sup>th</sup> day of January, 2014.

19 BY:   
20 Matthew D. Francis (6978)  
21 Adam P. McMillen (10678)  
22 WATSON ROUNDS  
23 5371 Kietzke Lane  
24 Reno, NV 89511  
25 Telephone: 775-324-4100  
26 Facsimile: 775-333-8171  
27 Attorneys for Plaintiff Jed Margolin  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

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

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

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

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

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

Alborz Zandian  
9 Almanzora  
Newport Beach, CA 92657-1613

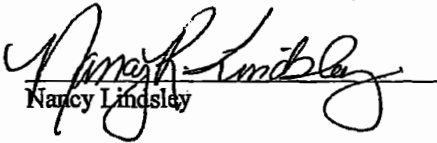
Optima Technology Corp.  
A Nevada corporation  
8775 Costa Verde Blvd. #501  
San Diego, CA 92122

Reza Zandian  
8401 Bonita Downs Road  
Fair Oaks, CA 95628

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

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

Dated: January 9, 2014

  
Nancy Lindsley

# Exhibit 1

# Exhibit 1

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

No. 61694

Plaintiff,

Electronically Filed  
Feb 22 2013 03:49 p.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

v.

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

Defendants.

AND ALL RELATED COUNTERCLAIMS AND THIRD-PARTY CLAIMS

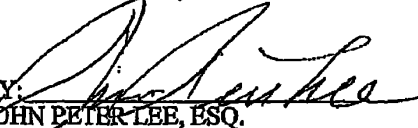
1334.024072-4d

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

Please take notice that JOHN PETER LEE, LTD hereby withdraws its Motion to Withdraw from Representation of Appellant Gholamreza Zandian Jazi also known as Reza Zandian.

DATED this \_\_\_ day of February, 2013.

JOHN PETER LEE, LTD.

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF MAILING**

I hereby certify that on the 21 day of February, 2013, I caused to be served a true and correct copy of the foregoing JOHN PETER LEE, LTD.'S MOTION TO WITHDRAW FROM REPRESENTATION OF APPELLANT GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN on the following person(s) by the following method(s) pursuant to NRCP 5(b):

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


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

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

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

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

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

  
An employee of  
JOHN PETER LEE, LTD.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

No. 61694

Plaintiff,

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

v.

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

Defendants.

AND ALL RELATED COUNTERCLAIMS AND THIRD-PARTY CLAIMS

1334.024072-1d

AMENDED CERTIFICATE OF MAILING

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

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

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

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

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

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

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



An employee of  
JOHN PETER LEE, LTD.

Docket 61694 Document 2013-04757

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

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

4 Plaintiff,

5 v.

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

10 Defendants.

11 **AND ALL RELATED COUNTERCLAIMS  
12 AND THIRD-PARTY CLAIMS**

13 1334.024072-0d

No. 61694

**JOHN PETER LEE, LTD.'S MOTION TO  
WITHDRAW FROM REPRESENTATION  
OF APPELLANT GHOLAMREZA  
ZANDIAN JAZI also known as REZA  
ZANDIAN** Filed 11/16 p.m.  
Clerk of Supreme Court

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

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

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

21 STATE OF NEVADA }  
22 COUNTY OF CLARK } ss:

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

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

Docket 61694 Document 2013-04736

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

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

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

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

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

19           6.     This Declaration is made in good faith.

20           FURTHERMORE, Declarant sayeth naught

21   
22 \_\_\_\_\_  
23 JOHN PETER LEE, ESQ.

24 **POINTS AND AUTHORITIES**

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

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

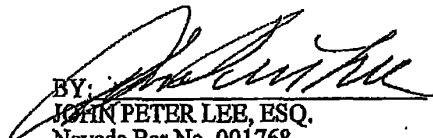
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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

DATED this 13 day of February, 2013.

JOHN PETER LEE, LTD.

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF MAILING**

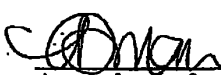
I hereby certify that on the 13 day of February, 2013, I caused to be served a true and correct copy of the foregoing JOHN PETER LEE, LTD.'S MOTION TO WITHDRAW FROM REPRESENTATION OF APPELLANT GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN on the following person(s) by the following method(s) pursuant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

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

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

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

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

  
An employee of  
JOHN PETER LEE, LTD.

# Exhibit 2

# Exhibit 2

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

GOLDEN ENTERPRISES, INC.  
P O BOX 2580  
MANCHESTER, CT 06045

PAYABLE DATE  
10/2/2012

CHECK NUMBER  
76013421

#-160  
433

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

001 450 38101010  
ZANDIAN-REZA-0100

00008059 01 MB 0.404 01 TR 00035 S02DBA01 010000

PAY TO THE  
ORDER OF:

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

PAY \*\*\*\*\* \$0.13



*[Signature]*  
AUTHORIZED SIGNATURE

1160 11 123=9574

2446277923

Subpoena Processing  
CHANDLER  
NOV 1 2012  
11 11 AM  
[Signature]

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

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

**Exhibit 3**

**Exhibit 3**



PLEASE PRINT OR TYPE CLEARLY AND LEGIBLY. THIS CHECK HAS A SECURITY FEATURE. THE MICR LINE AT THE BOTTOM OF THE CHECK IS USED TO VERIFY THE CHECK'S AUTHENTICITY. IF YOU DO NOT HAVE A MICR LINE, THE CHECK IS NOT VALID.

Golden Enterprises, Inc.

The Bank of New York Mellon  
Pittsburgh, Pennsylvania

80-281  
432

PLEASE DEPOSIT THIS CHECK PROMPTLY

Pay to REZA ZANDIAN  
& NILOOFAR FOUGHANI JT TEN  
8776 COSTA VERDE BLVD APT 217  
SAN DIEGO CA 92122

Check Number 0040800841

30 Jan 2013

\$\*\*\*\*0.13\*\*\*\*

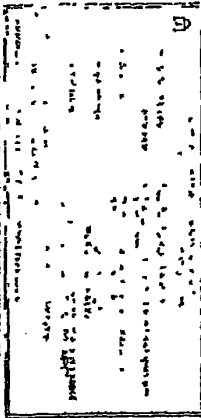
The sum of \$<sup>00</sup>ONLY THIRTEEN CENTS <sup>00/100</sup>

Computershare Shareowner Services LLC  
Authorized Paying Agent

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

16014 13600 16500

82450211



2446277922

THE ABOVE MICR LINE IS A SECURITY FEATURE. IF YOU DO NOT HAVE A MICR LINE, THE CHECK IS NOT VALID.  
PLEASE SIGNATURE  
DO NOT WRITE OR SIGN IN THE MICR LINE  
Ruled for MICR use only. Do not write in this area.

REQUEST 0000553088100000 0.13  
ROLL BCIA 20130220 000002446277922+  
JOB BCIA P ACCT 0000000001361650  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

# Exhibit 4

# Exhibit 4

Withdrawal / Retiro:

(Check One)  Checking/Cuenta de Cheques  Savings/Ahorros  Money Market Access  Command

7779



Account Number / Numero de Cuenta

Date/Fecha

02/20/13

Signature/ Firma: [Signature]
Type: [Signature]
Account: [Signature]
Year: [Signature]
Month: [Signature]

Please print Name - / Lista de nombre: Nombre

REZA ZANDIAN JAZI

I authorize this withdrawal and acknowledge receipt of the amount. / Yo autorizo este retiro y reconocimiento de haber recibido la cantidad.
Please sign in letter language / Favor de firmar en la presencia del cajero

Please print Street Address, City, State, Zip Code / Lista de nombre: Dirección, Ciudad, Estado, Código Postal

TWO THOUSAND FIVE HUNDRED Dollars

\$ 2500.00

Bank Use Only (When EFT is Not Available) TLH220 (02/11) 09/14 12110114

Customer Signature/ Firma: [Signature]
Teller/Asesor: [Signature]

⑆ 7779⑆ ⑆ 500000694⑆

2446277926

REQUEST 0000553088300000 2500.00
ROLL ECIA 20130220 000002446277926
JOB ECIA P ACCT 1140002961476971
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

# Exhibit 5

# Exhibit 5



# Exhibit 6

# Exhibit 6



**G REZA ZANDIAN JAZI**  
**NILOOFAR F ZANDIAN**  
 8776 COSTA VERDE BLVD APT 217  
 SAN DIEGO, CA 92122-6340

102  
 18-24/1220 4784  
 7001505620

Date: Dec 02 11

Pay to the Order of: SCRIPS CLINIC \$ 128.<sup>30</sup>

One hundred twenty eight and 30/100 Dollars

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

Medical record number  
 For: 700928454

⑈5920⑈ 0010⑈

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

REQUEST 0000533089400000 128.30  
 ROLL ECIA 20111227 000008412179999  
 JOB ECIA P ACCT 1140007091505920  
 REQUESTOR A568055  
 7513983 10/28/2013

Subpoena Processing Chandler  
 S3928-020  
 Phoenix AZ 85038



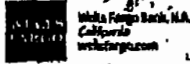
G REZA ZANDIAN JAZI  
NILOOFAR F ZANDIAN  
8775 COSTA VERDE BLVD APT 217  
SAN DIEGO, CA 92122-5340

115  
18-34/1220 4784  
7001255820

11/25/2012 Date

Pay to the Order of Secretary of State of California \$ 25.00

Twenty Five 00/100 Dollars



For Optime Technology Corp.

05920 00115 0000002500

BANK OF AMERICA, NA SFC  
1228066314 12/13/12  
12-015911

12/30

12/30/12

12-015911

REQUEST 0000553089400000 25.00  
ROLL ECIA 20120430 000008710996107  
JOB ECIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

G REZA ZANDIAN JAZI  
NILOOFAR F ZANDIAN  
8778 COSTA VERDE BLVD APT 217  
SAN DIEGO, CA 92122-5340

116  
18-24/1220 4784  
7081606820

2/29/2012 Date

Pay to the Order of Mr. Bill McClain \$ 988.50

Nine Hundred Eighty Eight 50/100 Dollars



For February 2012 Interest

⑆1100⑈0295⑆

PAID  
05 2012  
FEDERAL RESERVE BANK  
PHOENIX, AZ  
TEL: 602/452-1576

778414

REQUEST 00005530894000000 988.50  
ROLL ECIA 20120306 000008411462952  
JOB ECIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

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

217-5

118

16-24/1220 4784  
7081605820

March/01/2012

Pay to the  
Order of

Costa Verde East Village

\$ 1875.00

One thousand eight hundred

Dollars

seventy five and 00/100



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

For Rent of March

*[Signature]*

5920 0018

036007123452012200134512222000 GARDEN COMMUNITIE  
12220123452012200134512222000 GARDEN COMMUNITIE

PAY TO THE ORDER OF  
FIRST NATIONAL BANK  
SAN DIEGO, CA 92108-2283  
FOR DEPOSIT ONLY  
COSTA VERDE EAST VILLAGE, LTD  
MANAGEMENT -  
12201345

REQUBST 0000553089400000 1875.00  
ROLL ECIA 20120306 000008328882689  
JOB ECIA P ACCT 1140007091505920  
REQUBSTOR.A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

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

Unless for credit  
 United States Federal Reserve  
 This instrument  
 is non-negotiable

157  
 16-24/1220 4784  
 7041506920

Date: 10/30/2012

Pay to the Order of: IRS \$34.01

Thirty four and 01/100 Dollars

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

For:

05920 00157 0000003401

0000033166  
 011113

W12911701107032367001330391754  
 201203 01112013

2-6  
 012  
 01

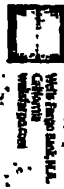
REQUEST 0000530894000000 34.01  
 ROLL ECIA 20130111 000008114613031  
 JOB ECIA P ACCT 1140007091505920  
 REQUESTOR A568055  
 7513983 10/28/2013

Subpoena Processing Chandler  
 S3928-020  
 Phoenix AZ 85038

**G REZA ZANDJAN JAZI**  
**NILOOFAR F ZANDJAN**  
8778 COSTA VERDE BLVD APT 217  
SAN DIEGO, CA 92122-5340  
135  
1824/2020 CMA  
7081589820

Pay to the Order of Washoe County Treasurer \$ 1240.00

Two Hundred Forty 00/100 Dollars



For APR 079-150-12 75920# 00135

*[Handwritten signature]*

<p>Quantity of each of the items specified in this schedule and include:        - Date of purchase        - Description of item        - Quantity        - Unit price        - Total price        - Tax amount        - Total amount</p>	<p>9008 9487 022713 100        DEP ONLY WASHOE COUNTY        &gt;122400724&lt;0003586040335</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------

REQUEST 00005330894000000 240.00  
ROLL BCIA 20130227 000008510367419  
JOB BCIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

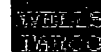
Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

# Exhibit 7

# Exhibit 7

**Wells Fargo Combined Statement of Accounts**

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



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

**Questions?**

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

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

TTY: 1-800-877-4833

En español: 1-877-727-2632

華語 1-800-286-2286 (8 am to 7 pm PT, M-F)

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (114)  
 P.O. Box 6995  
 Portland, OR 97228-6995

**You and Wells Fargo**

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

**Summary of accounts****Checking and Savings**

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

**Wells Fargo Money Market Savings<sup>SM</sup>****Activity summary**

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

Account number: 1343970818

G REZA ZANDIAN JAZI  
 NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use  
 Routing Number (RTN): 121042882

# Wells Fargo® Preferred Checking

Account number: 1920 ■ March 7, 2012 - April 5, 2012 ■ Page 1 of 4



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

## Questions?

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

**1-800-TO-WELLS** (1-800-866-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2832

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

Online: [wellsfargo.com](http://wellsfargo.com)

Write: Wells Fargo Bank, N.A. (114)  
 P.O. Box 6995  
 Portland, OR 97228-6995

## You and Wells Fargo

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

## Account options

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

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

## Activity summary

Beginning balance on 3/7	\$200.87
Deposits/Additions	2,341.82
Withdrawals/Subtractions	- 2,109.68
Ending balance on 4/5	\$342.91

Account number: 7091509920

G REZA ZANDIAN JAZI  
 ALBORZ ZANDIAN  
 NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use  
 Routing Number (RTN): 121042882

## Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings



# Exhibit 8

# Exhibit 8

WELLS FARGO



VISA

Account Number  
Statement Billing Period  
Page 1 of 3

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

Balance Summary

Previous Balance	\$1,495.79
- Payments	\$889.38
- Other Credits	\$323.83
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$2,690.48
+ Fees Charged	\$0.00
+ Interest Charged	\$21.88
= New Balance	\$3,005.11
Total Credit Limit	\$2,900

24-Hour Customer Service: 1-800-642-4729  
TTY for Hearing/Speech Impaired: 1-800-419-2266  
Outside the US Call Collect: 1-925-825-7800  
Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:  
PO Box 10347, Des Moines IA, 50306-0947

Total Available Credit \$0

Payment Information

New Balance	\$3,005.11
Minimum Payment	\$52.00
Overlimit Amount	\$106.11
Total Amount Due	\$167.11
Payment Due Date	10/06/2011

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

Late Payment Warning: If we do not receive your Minimum Payment by 10/06/2011, you may have to pay a late fee up to \$35.  
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	17 years	\$5,080
\$104	3 years	\$3,732 (Savings of \$1,328)

If you would like information about credit counseling services, refer to www.usdoj.gov/ustice/oea/opa/code/cc\_approved.htm or call 1-877-288-2108.

Important Information

YOUR BALANCE EXCEEDS YOUR CREDIT LIMIT. CALL 1-800-546-6683 OR VISIT WELLSFARGO.COM TO MAKE A PAYMENT. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

EFFECTIVE NOVEMBER 1, 2011, THE PLAN ADMINISTRATOR FOR TRAVEL ACCIDENT INSURANCE COVERAGE PROVIDED ON ALL FLIGHTS AND OTHER COMMON CARRIER TRAVEL CHARGED TO YOUR WELLS FARGO CREDIT CARD, HAS CHANGED TO OBSI. CONTACT 1-800-642-4729 TO OBTAIN FURTHER DETAILS.

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	26,904
Credit Card Points Earned:	2,357
Check Card Points Earned:	228
Earn More With® Bonus Points:	0
Total Available Points:	29,489

We offer more rewards choices so you can choose a reward that suits your style. You'll find gift cards, cash rewards, travel, merchandise and even charitable contributions.  
Track your points balance or get more information at www.WellsFargoRewards.com or by calling 1-877-517-1858.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 YKG 1 7 6 110909 0 0 PAGE 1 of 3 10 5543 2000 2049 01025596

Detach and mail with check payable to Wells Fargo

Account Number	7470
New Balance	\$3,005.11
Minimum Payment	\$52.00
Overlimit Amount	\$106.11
Total Amount Due	\$167.11
Payment Due Date	10/06/2011

374707

Amount Enclosed



WELLS FARGO CARD SERVICES  
PO BOX 80088  
LOS ANGELES CA 90030-0088

G R JAZZ  
PO BOX 827874  
SAN DIEGO CA 92192-7874



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

607

JM\_SC1\_0979

# Wells Fargo Combined Statement of Accounts

Primary account number:

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



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

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

## Questions?

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

**1-800-TO-WELLS** (1-800-888-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932 TTY: 1-888-365-6052

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

Online: [wellsfargo.com](http://wellsfargo.com)

Write: Wells Fargo Bank, N.A. (826)  
P.O. Box 6995  
Portland, OR 97228-6995

## You and Wells Fargo

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

## Account options

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

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



## IMPORTANT ACCOUNT INFORMATION

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

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

(825) Iss #34  
Sheet Seq = 0005188  
Sheet 00001 of 00004

G REZA ZANDIAN JAZI  
Account No. 761-2369760



For 24-Hour Customer Service Call:  
1-800-946-2828  
We accept Telecommunications Relay Service  
calls.  
Wells Fargo Online®: wells Fargo.com

See back for important information  
about your account.

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

**ACCOUNT SUMMARIES**

**PERSONAL LINE OF CREDIT STATEMENT**

CREDIT LINE SUMMARY		ACCOUNT ACTIVITY SUMMARY		PAYMENT INFORMATION	
Credit Limit	\$5,600.00	Previous Balance	\$8,177.61	New Balance	\$7,937.86
Available Credit	\$682.00	Payments/Credits	-\$328.00	Minimum Payment Due	\$153.00
Statement Closing Date	August 20, 2013	Advances/Other Activity	\$0.00	Payment Due Date	September 14, 2013
		Fees Charged	\$0.00		
		Interest Charged	\$86.35		
		New Balance	\$7,937.86		

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

If you make no additional advances on this account and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	24 years	\$16,836
\$268	3 years	\$9,561 (Savings = \$7,074)

If you would like information about credit counseling services, refer to:  
[www.usdoj.gov/usleo/bapopa/code/da\\_approved.htm](http://www.usdoj.gov/usleo/bapopa/code/da_approved.htm) or call 877-285-2108.

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

**Payoff Request Information:** Balances include unpaid interest charges, and other unpaid fees and charges. The New Balance owed is not a payoff amount. Please, contact Customer Service at 1-800-946-2828 for an accurate payoff.

**TRANSACTIONS**

Post Date	Trans Date	Reference	Description	Amount
07/27	07/27	P6081008H0A6XNQD3	ONLINE PAYMENT	-\$328.00
<b>FEE'S</b>				
TOTAL FEES FOR THIS PERIOD				\$0.00
<b>INTEREST CHARGED</b>				
08/20	08/20		Interest Charged on Advances	\$86.35
TOTAL INTEREST FOR THIS PERIOD				\$86.35

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

**INTEREST CHARGE CALCULATION**

YOU MAY PAY YOUR BALANCE IN FULL AT ANY TIME.

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
ADVANCES	12.60% (v)	\$7,861.08	\$86.35

Notice: See reverse side for important information about your account.  
5596 738 1 7 13 130820 8 EXPR 1 of 2 1 6 9081 7610 P602 CLM5596

Detach and mail with check payable to Wells Fargo.  
Print address/phone changes below:

\_\_\_\_\_  
\_\_\_\_\_  
Home ( ) \_\_\_\_\_

Account No. 359760  
New Balance \$7,937.86  
Minimum Payment Due \$153.00  
Payment Due Date September 14, 2013

Payment Enclosed \$ \_\_\_\_\_

0761235976000000153000000793786

WELLS FARGO CARD SERVICES Y83  
PO BOX 30097 16  
LOS ANGELES CA 90030-0097  
|||

G REZA ZANDIAN JAZI  
PO BOX 927574  
SAN DIEGO CA 92192-7574  
|||

**Wells Fargo Money Market Savings<sup>SM</sup>**

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



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

**Questions?**

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

**1-800-TO-WELLS** (1-800-869-3657)

TTY: 1-800-877-4833

En español: 1-877-721-2632

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

Online: wells Fargo.com

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

P.O. Box 6985

Portland, OR 97228-6985

**You and Wells Fargo**

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

**Activity summary**

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

Account no 6971

G REZA ZANDIAN JAZI  
 ALBORZ ZANDIAN  
 NILOOFAR FOUGHANI ZANDIAN

Cellular account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 121042882

**Interest summary**

Interest paid this statement	\$0.01
Average collected balance	\$112.29
Annual percentage yield earned	0.11%
Interest earned this statement period	\$0.01
Interest paid this year	\$0.19

# Wells Fargo® Preferred Checking

Account number: 3920 ■ September 7, 2013 - October 4, 2013 ■ Page 1 of 4



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

## Questions?

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

**1-800-TO-WELLS** (1-800-969-3557)

TTY: 1-800-677-4833

En español: 1-877-727-2832

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

Online: [wellsfargo.com](http://wellsfargo.com)

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

P.O. Box 6985

Portland, OR 97228-6985

## You and Wells Fargo

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

## Account options

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

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

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

No purchase or obligation necessary to enter or win.

## Activity summary

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

Account number: 15920

G REZA ZANDIAN JAZI

ALBORZ ZANDIAN

NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 421042882

## Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 00002881476971

WELLS FARGO

VISA

Account Number  
Billing Period  
Page 1 of 2

Ending In 7479  
10/12/2013 to 11/10/2013



Balance Summary

Previous Balance \$3,700.81

- Payments

+ Other Credits

+ Cash Advances

+ Purchases, Balance Transfers & Other Charges

+ Fees Charged

+ Interest Charged

- New Balance

Total Credit Limit

24-Hour Customer Service: 1-800-842-4720

TTY for Hearing/Speech Impaired: 1-800-419-2265

Outside the US Call Collect: 1-825-825-7600

Wells Fargo Online: Wf.wellsfargo.com

Send General Inquiries To:  
PO Box 10247, Des Moines IA, 50306-0347

Total Available Credit

Payment Information

New Balance  
Minimum Payment  
Payment Due Date

Wells Fargo Rewards® Program Summary

Rewards Balance as of:

The Rewards Balance is for Rewards ID 80503205900.  
This balance may be inclusive of other contributing Rewards accounts. For up-to-date Rewards Balance information, or more ways to earn and redeem your rewards, visit MyWellsFargoRewards.com or call 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credit	Charge
<b>Payments</b>					
10/16	10/16	7448842830A059J41Y	ONLINE PAYMENT	189.00	
10/22	10/22	7448842830A06LJ6Z3	BRANCH PAYMENT DASH REF# DZENK9EYTN	1,800.00	
<b>Other Credits</b>					
10/11	10/12	F6583006000AL294	REFUND OF LATE FEES	35.00	

Purchases, Balance Transfers & Other Charges

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD

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

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Confirmed

6586 VISA 1 7 0 131119 0 PAGE 1 of 2 10 2013 2006 0545 087743E

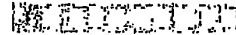
Account Number  
New Balance  
Minimum Payment  
Payment Due Date

479

4707

YKS 4

Amount  
Enclosed



WELLS FARGO CARD SERVICES  
PO BOX 80086  
LOS ANGELES CA 90080-0086

G R JAZI  
PO BOX 827674  
SAN DIEGO CA 92189-7674

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

G REZA ZANDIAN JAZI  
Account No 19780



For 24-Hour Customer Service Call:  
1-800-949-2628  
We accept Telecommunications Relay Service calls.  
Wells Fargo Online®: wells Fargo.com

See back for important information about your account.

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

**ACCOUNT SUMMARIES**

**PERSONAL LINE OF CREDIT STATEMENT**

CREDIT LINE SUMMARY		ACCOUNT ACTIVITY SUMMARY		PAYMENT INFORMATION	
Credit Limit	\$8,500.00	Previous Balance	\$8,048.51	New Balance	\$8,148.04
Available Credit	\$351.00	Payments/Credits	-\$353.00	Minimum Payment Due	\$177.00
Statement Closing Date	October 20, 2013	Advances/Other Activity	\$348.00	Payment Due Date	November 14, 2013
		Fees Charged	\$25.00		
		Interest Charged	\$83.53		
		New Balance	\$8,148.04		

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

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

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

Payoff Request Information: Balances include unpaid interest charges, and other unpaid fees and charges. The New Balance owed is not a payoff amount. Please, contact Customer Service at 1-800-949-2628 for an accurate payoff.

If you would like information about credit counseling services, refer to: [www.usdoj.gov/ust/cobapapa/code/oa\\_approved.htm](http://www.usdoj.gov/ust/cobapapa/code/oa_approved.htm) or call 877-285-2108.

**TRANSACTIONS**

Post Date	Trans Date	Reference	Description	Amount
10/17	10/17	P908100920A8Z78DA	ONLINE PAYMENT	-\$163.00
10/18	10/18	P908100930A8G3T3E	ONLINE ADVANCE	\$169.00
10/18	10/18	P908100930A8SH04H	ONLINE ADVANCE	\$150.00
10/18	10/18	P908100930A8SHT8T	ONLINE PAYMENT	-\$200.00
<b>FEEES</b>				
10/14	10/14		LATE FEE	\$25.00
			<b>TOTAL FEES FOR THIS PERIOD</b>	\$25.00
<b>INTEREST CHARGED</b>				
10/20	10/20		Interest Charged on Advances	\$83.53
			<b>TOTAL INTEREST FOR THIS PERIOD</b>	\$83.53

2013 Totals Year-to-Date	
Total fees charged in 2013	\$125.00
Total interest charged in 2013	\$83.53

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

5596 Y8G 1 7 13 131020 8 PAGE 1 of 2 1 0 9981 7610 P802 01385396

Detach and mail with check payable to Wells Fargo.

Print address/phone changes below:

\_\_\_\_\_  
\_\_\_\_\_  
Home ( ) \_\_\_\_\_

Account No. 59780  
New Balance \$8,148.04  
Minimum Payment Due \$177.00  
Payment Due Date November 14, 2013

Payment Enclosed \$ \_\_\_\_\_

0761235976000000177000000814804

WELLS FARGO CARD SERVICES Y8G  
PO BOX 30087 16  
LOS ANGELES CA 90030-0087  
|||

G REZA ZANDIAN JAZI  
PO BOX 827674  
SAN DIEGO CA 92182-7674  
|||



# Exhibit 9

# Exhibit 9

WELLS FARGO

VISA

Account Number  
Statement Billing Period  
Page 1 of 3

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



Balance Summary

Previous Balance	\$1,646.09
- Payments	\$216.16
- Other Credits	\$0.00
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$2,372.67
+ Fees Charged	\$0.88
+ Interest Charged	\$40.34
= New Balance	\$3,842.84

24-Hour Customer Service: 1-800-642-4720  
TTY for Hearing/Speech Impaired: 1-800-419-2285  
Outside the US Call Collect: 1-825-925-7800  
Wells Fargo Online®: wells Fargo.com

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

Total Credit Limit \$3,600 Total Available Credit \$0

Payment Information

New Balance	\$3,842.84
Minimum Payment	\$79.00
Overlimit Amount	\$42.84
Total Amount Due	\$121.84
Payment Due Date	05/09/2013

Send Payments To:  
PO Box 30088, Los Angeles CA, 90090-0088

Late Payment Warning: If we do not receive your Minimum Payment by 05/09/2013, you may have to pay a late fee up to \$35.

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

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

If you would like information about credit counseling services, refer to [www.usdoj.gov/ust/so/bapcpa/code/co\\_approved.htm](http://www.usdoj.gov/ust/so/bapcpa/code/co_approved.htm) or call 1-877-286-2108.

Important Information

YOUR BALANCE EXCEEDS YOUR CREDIT LIMIT. CALL 1-800-646-6588 OR VISIT WELLSFARGO.COM TO MAKE A PAYMENT. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	87,768
Points Earned:	2,573
Earn More Make Bonus Points:	0
Points Redeemed:	0
Total Available Points:	70,141

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

Track your points balance or get more information at [www.WellsFargoRewards.com](http://www.WellsFargoRewards.com) or by calling 1-877-517-1358.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

3556 YKG 1 7 6 130410 8 02MGE 1 02 3 1 0 8583 2000 8849 01065596

Detach and mail with check payable to Wells Fargo

Account Number 7470  
 New Balance \$3,842.84  
 Minimum Payment \$79.00  
 Overlimit Amount \$42.84  
 Total Amount Due \$121.84  
 Payment Due Date 05/09/2013 YKG 4

174709

Amount Enclosed



WELLS FARGO CARD SERVICES  
 PO BOX 30088  
 LOS ANGELES CA 90090-0088

G R JAZI  
 PO BOX 927574  
 SAN DIEGO CA 92192-7574



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

615

JM\_SC1\_0987



WELLS FARGO



VISA

Account Number  
Statement Billing Period  
Page 2 of 3

Ending In 7476  
03/12/2013 to 04/10/2013

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
<b>Payments</b>					
03/16	03/16	74465422C0A9164K2	ONLINE PAYMENT	20.00	
03/30	03/30	74465422S0ABX54KK	ONLINE PAYMENT	160.00	
03/30	03/30	74465422B0ABX56Y6	ONLINE PAYMENT	46.16	
<b>TOTAL PAYMENTS FOR THIS PERIOD</b>				<b>\$226.16</b>	

Purchases, Balance Transfers & Other Charges

03/10	03/12	244273326LM817D77	MOTHER'S MARKET & K IRVINE CA		11.06
03/11	03/12	243160627FY6LEPW	SHELL OIL 67442723003 IRVINE CA		67.58
03/11	03/12	244273326LYJ3M25Q	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.42
03/11	03/12	244273327LM88KAYA	MOTHER'S MARKET & K IRVINE CA		5.96
03/11	03/12	244273327LM88KAYX	MOTHER'S MARKET & K IRVINE CA		3.88
03/11	03/12	2444600276S836JXV	OO AUTO RENTAL NEWPORT BEACH CA		15.14
03/11	03/12	2444600276S836KOE	OO AUTO RENTAL NEWPORT BEACH CA		138.06
03/12	03/12	244273327LYJ5YKCHT	MOTHER'S MARKET & K IRVINE CA		11.16
03/12	03/12	244273327LYJ5Z275	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.42
03/13	03/13	24224432981T6H5MR	PANINI CAFE-IRVINE IRVINE CA		10.76
03/13	03/13	244273328LYJ4HGRB	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.42
03/13	03/13	244273328LYJ4H4H7	MOTHER'S MARKET & K IRVINE CA		4.40
03/13	03/13	244273328LYJ4H8P3	MOTHER'S MARKET & K IRVINE CA		9.48
03/13	03/13	2449366288B306JDS	HEN HOUSE GRILL IRVINE CA		14.43
03/14	03/14	244273328LYJ642CB	MOTHER'S KITCHEN-IRVIN IRVINE CA		4.25
03/14	03/14	244273328LYJ642CB	MOTHER'S MARKET & K IRVINE CA		4.25
03/14	03/14	24491082561B6WKT0	JOHN PETER LEE LTD 702-362-4044 NV		760.00
03/14	03/14	24446002A007YMWV	WHOLEFDS JAM 10231 TUSTIN GA		10.69
03/14	03/14	24446002A2X9H6MZN	MARSHALLS #0668 IRVINE CA		17.28
03/15	03/15	243180028BFY84453	SHELL OIL 67442723003 IRVINE CA		70.65
03/15	03/15	24427332ALYJ6REB5	MOTHER'S MARKET & K IRVINE CA		4.86
03/15	03/15	24446002800618DH8	WHOLEFDS JAM 10231 TUSTIN GA		20.46
03/15	03/15	24445712A8PL48059	RALPHS #0080 IRVINE CA		16.99
03/15	03/15	244273328LYJ6ZJM9	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.69
03/15	03/15	24431062Q8AB18DY3	CHIPOTLE 1441 NEWPORT BEACH CA		11.72
03/15	03/15	24445712Q8PNLXQ3B8	RALPHS #0080 IRVINE CA		41.62
03/17	03/17	24493662Q8B90PFZV	HEN HOUSE GRILL IRVINE CA		24.29
03/18	03/18	24427332DLYJ3FT2R	MOTHER'S KITCHEN-IRVIN IRVINE CA		16.72
03/18	03/18	24445002E007HMF8V	WHOLEFDS JAM 10231 TUSTIN GA		22.18
03/19	03/19	24184052FB01A0419	EXXONMOBIL 87618868 IRVINE CA		27.00
03/19	03/19	24427332ELYJ42LJM	MOTHER'S MARKET & K IRVINE CA		3.89
03/19	03/19	24446002E2XFY6V2V	WHOLEFDS CHOICE MARKET IRVINE CA		19.42
03/20	03/20	24184072F2RL7J5KGN	TARGET 00003366 IRVINE CA		12.41
03/20	03/20	242244328331T8E2BQ	PANINI CAFE-IRVINE IRVINE CA		10.76
03/20	03/20	24323042FGT7VZ6PK	FLETCHER JONES MOTOROA NEWPORT BEACH CA		594.24
03/20	03/20	24427332FLYJ4FYRM	MOTHER'S MARKET & K IRVINE CA		34.67
03/20	03/20	24427332FLYJ4FZB7	MOTHER'S MARKET & K IRVINE CA		3.89
03/20	03/20	24427332FLYJ4GQ8K	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.47
03/21	03/21	24184072G0HC2B98F	ENTERPRISE RENT-A-CAR NEWPORT BEACH CA		54.85
03/21	03/21	24427332GLYJ4XJEA	MOTHER'S MARKET & K IRVINE CA		3.89
03/21	03/21	24431062HAAS13FD3	CHIPOTLE 1441 NEWPORT BEACH CA		11.72
03/22	03/22	24224432J31T8SDBT	PANINI CAFE-IRVINE IRVINE CA		10.76
03/22	03/22	24427332HLYJ46BHA	MOTHER'S MARKET & K IRVINE CA		4.88
03/22	03/22	24446002J2XJBA1YY	WHOLEFDS CHOICE MARKET IRVINE CA		32.94
03/23	03/23	24224432K90WAFWQ	COFFEE BEAN STORE NEWPORT BEACH CA		4.26
03/24	03/24	24427332KLYJ46EWS	MOTHER'S MARKET & K IRVINE CA		103.49
03/24	03/24	24427332KLYJ46FTG	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.47
03/24	03/24	24446002L2XEVAQY7	IN-N-OUT BURGER #193 SANTA ANA CA		6.16
03/25	03/25	24224432K41T8CQKV	PANINI CAFE-IRVINE IRVINE CA		11.83
03/25	03/25	24431062M698S8TDV	CHIPOTLE 0806 SANTA ANA CA		7.24
03/25	03/25	243180028NFYBQ79B	SHELL OIL 67442723003 IRVINE CA		65.97
03/25	03/25	24427332MLYJ4D4C2	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.72
03/25	03/25	24427332MLYJ4C57P	MOTHER'S MARKET & K IRVINE CA		10.81
03/25	03/25	244310628609S8TJ6	CHIPOTLE 0806 SANTA ANA CA		9.29
03/27	03/27	24019382F01LFP#75	CALIFORNIA FISH GRILL #2 IRVINE CA		9.71
04/01	04/01	24184072VM80RR1SH	PETCO 623 63606234 NEWPORT BEACH CA		18.36
04/01	04/01	24224432W81T8CQPE	PANINI CAFE-IRVINE IRVINE CA		12.00
04/01	04/01	24427332VLYJ41A86	MOTHER'S MARKET & K IRVINE CA		33.26
04/01	04/01	24427332VLYJ41NH3	MOTHER'S KITCHEN-IRVIN IRVINE CA		7.00
04/01	04/01	24427332VLYJ4182B	MOTHER'S MARKET & K IRVINE CA		5.86
04/02	04/02	24189422X2X48WDW4	GULVER AUTO SPA IRVINE CA		12.89
04/02	04/02	24224432X31T8E7HN	PANINI CAFE-IRVINE IRVINE CA		12.00
04/02	04/02	24427332WLYJ42HGT	MOTHER'S KITCHEN-IRVIN IRVINE CA		7.00
04/02	04/02	24427332WLYJ42207	MOTHER'S MARKET & K IRVINE CA		6.43
04/02	04/02	24768012X6V6X83MR	CROWN ACE HARDWARE IRVINE CA		18.00
04/03	04/03	24071082X4K9T06MF	FRESH GRILLER - SANTA SANTA ANA CA		6.48
04/03	04/03	24427332XLYJ482QW	MOTHER'S MARKET & K IRVINE CA		4.88
04/04	04/04	24071082Y4K0DBWLA	FRESH GRILLER - SANTA SANTA ANA CA		11.44
<b>TOTAL PURCHASES, BALANCE TRANSFERS &amp; OTHER CHARGES FOR THIS PERIOD</b>				<b>\$2,372.87</b>	

Fees Charged

<b>TOTAL FEES CHARGED FOR THIS PERIOD</b>	<b>\$0.80</b>
-------------------------------------------	---------------

Continued

WELLS FARGO

VISA

Account Number  
Statement Billing Period  
Page 3 of 3

Ending in 7476  
03/12/2013 to 04/10/2013



Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
<b>Interest Charged</b>					
			INTEREST CHARGE ON PURCHASES		40.34
			INTEREST CHARGE ON CASH ADVANCES		0.00
<b>TOTAL INTEREST CHARGED FOR THIS PERIOD</b>					<b>40.34</b>

2013 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2013	\$38.00
TOTAL INTEREST CHARGED IN 2013	\$128.59

Interest Charge Calculation

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.95%	\$3,351.58	30	\$40.34
CASH ADVANCES	23.99%	\$0.00	30	\$0.00

Wells Fargo News

Have you received a tax refund?  
Wells Fargo wants to talk with you about payment options that are available. Please call 1-800-842-4720.

# Get more out of your card without leaving your chair

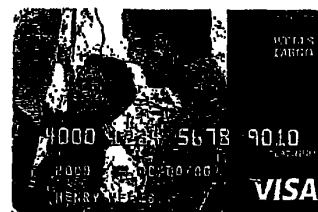


Check out the online Credit Card Service Center today

Now you can manage your Wells Fargo® Credit Card 24/7.  
Sign on to Wells Fargo Online® at wells Fargo.com/creditcard.

With just a few clicks, you can:

- Pay your credit card bill
- Switch to online-only statements
- Have ongoing bills paid with your card
- Add credit card features like Rapid Alerts<sup>1</sup>
- Request additional cards
- Put a picture on your credit card<sup>2</sup>
- Track your expenses -- and much more



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

<sup>1</sup>Service provider fees may apply. <sup>2</sup>Wells Fargo reserves the right to deny certain images.  
© 2012 Wells Fargo Bank, N.A. All rights reserved. Member FDIC. ECG 708665



# Exhibit 10

# Exhibit 10

WELLS FARGO



VISA

Account Number  
Statement Billing Period  
Page 1 of 4

Ending in 7476  
09/10/2011 to 10/11/2011

Balance Summary

Previous Balance	\$3,005.11
- Payments	\$5,459.90
- Other Credits	\$107.23
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$4,445.16
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,073.14
Total Credit Limit	\$2,500

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

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

Total Available Credit \$1,004

Payment Information

New Balance	\$1,073.14
Minimum Payment	\$19.00
Payment Due Date	11/05/2011

Send Payments To:  
PO Box 50988, Los Angeles CA, 90030-0088

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

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

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

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eo/hsppa/cctelco\_approved.htm or call 1-877-285-2108.

Important Information

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

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

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	28,468
Points Earned:	4,338
Earn More Mail® Bonus Points:	0
Bonus Points Earned:	0
Total Available Points:	33,465

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

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 Y30 1 7 6 111011 0 PAGE 1 of 4 10 5563 2000 3045 0125556

Detach and mail with check payable to Wells Fargo

Account Number	7470
New Balance	\$1,073.14
Minimum Payment	\$19.00
Payment Due Date	11/05/2011

74706

YK3 4

Amount Enclosed



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

G R JAZI  
PO BOX 827674  
SAN DIEGO CA 92182-7674



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

**IMPORTANT INFORMATION ABOUT YOUR ACCOUNT**

**Bill Me Right! Bill Me Right!** If you believe you're being billed for a service you didn't use, you may be able to get a refund. If you're not sure, call 1-800-333-3333. We'll help you find out. If you're not sure, call 1-800-333-3333. We'll help you find out. If you're not sure, call 1-800-333-3333. We'll help you find out.

**By Your Side, We'll Help You Get It Right!** If you believe you're being billed for a service you didn't use, you may be able to get a refund. If you're not sure, call 1-800-333-3333. We'll help you find out. If you're not sure, call 1-800-333-3333. We'll help you find out. If you're not sure, call 1-800-333-3333. We'll help you find out.

**Special Information for Customers:** We want to help you get the most out of your account. We'll help you get the most out of your account. We'll help you get the most out of your account. We'll help you get the most out of your account.

**INFORMACIÓN IMPORTANTE SOBRE SU CUENTA**

**Resumen de la Dirección de Facturación:** Si cree que ha sido cobrado por un servicio que no usó, puede solicitar un reembolso. Si cree que ha sido cobrado por un servicio que no usó, puede solicitar un reembolso. Si cree que ha sido cobrado por un servicio que no usó, puede solicitar un reembolso.

**Por su lado, vamos a ayudarle a obtener lo que quiere:** Queremos ayudarle a obtener lo que quiere. Queremos ayudarle a obtener lo que quiere. Queremos ayudarle a obtener lo que quiere. Queremos ayudarle a obtener lo que quiere.

**Change of Address Form** — If your address has changed, provide your complete new address below. Be sure to check that no previous bills or unpaid bills are shown on this statement. Please use this section only for address changes. If you have any questions, please call the toll-free customer service number on the back of this statement.

**Formulario de Cambio de Dirección** — Si su dirección ha cambiado, proporcione su nueva dirección completa abajo. Asegúrese de indicar el estado de todos los recibos y egresos en su estado actual. Por favor use esta sección solamente para cambios de dirección. Si tiene preguntas, por favor llame al número de Servicio al Cliente al reverso de este estado de cuenta.

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



WELLS FARGO



VISA

Account Number  
Statement Billing Period  
Page 2 of 4

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

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
<b>Payments</b>					
09/28	09/28	74465428G0A8GFYKH	BRANCH PAYMENT CHECK REF# DZEMQR4B47	946.91	
09/28	09/28	74465428G0A8GFYMB	BRANCH PAYMENT CHECK REF# DZEMQR4B47	6.13	
09/28	09/28	74465428G0A8GFYMA	BRANCH PAYMENT CHECK REF# DZEMQR4B47	22.88	
09/29	09/29	74465428G0A8GJLAA	ONLINE PAYMENT	3,000.00	
10/04	10/04	74465428G0A8M4WY1	ONLINE PAYMENT	1,500.00	
TOTAL PAYMENTS FOR THIS PERIOD				\$8,466.80	

Other Credits

09/15	09/15	741640783AAYME8YP	STARBUCKS CORP00140188 NEWPORT BEACH CA	2.25	
09/19	09/19	7444574872XE4J2RH	OFFICE DEPOT #861 IRVINE CA	104.98	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$107.23	

Purchases, Balance Transfers & Other Charges

09/08	09/10	24610747WGNM49AS	CHECKERED FLAG HAND GARWA IRVINE CA		9.99
09/08	09/10	24316057WPFYMAVVD	SHELL OIL 67442729003 IRVINE CA		89.84
09/08	09/10	24427337WLM88N4FO	MOTHER'S MARKET & K IRVINE CA		2.09
09/08	09/10	24736937W0G6JYYMR	THE FLAME BROILER IRVINE CA		6.03
09/09	09/10	24071057Y4KAOJ079	JAVIER'S CRYSTAL COVE NEWPORT COAST CA		11.00
09/09	09/10	24427337XLM8BLXEW	MOTHER'S MARKET & K IRVINE CA		2.09
09/09	09/10	24766427ZMA7ZGZ6M	USO HOSPITALITY RETAIL FO LOS ANGELES CA		5.95
09/10	09/10	24427337YLM8AB107	MOTHER'S KITCHEN-IRVIN IRVINE CA		7.00
09/10	09/10	24736937Z0GAA8L70	THE FLAME BROILER IRVINE CA		6.03
09/11	09/11	24224437Z30VYV82G	COFFEE BEAN STORE IRVINE CA		4.85
09/11	09/11	24391217Y80A8G1YK	UCI PARKING DPT IRVINE CA		6.00
09/11	09/11	24431067Z81KJ8MKX	CHIPOTLE 1028 IRVINE CA		10.02
09/11	09/11	24446747Z2XD2K4HZ	OFFICE DEPOT #861 IRVINE CA		10.55
09/12	09/12	244273380LM88XGNL	MOTHER'S MARKET & K IRVINE CA		4.19
09/12	09/12	244273380LM88XGWR	MOTHER'S MARKET & K IRVINE CA		22.14
09/12	09/12	244310680AS18G6N	CHIPOTLE 1441 NEWPORT BEACH CA		9.59
09/12	09/12	24662167Z00R8J6TP	COX'OR CO COM PHSV #49-240-1212 CA		106.82
09/13	09/13	243160581FYR4H5QT	SHELL OIL 67442729003 IRVINE CA		56.50
09/13	09/13	243160581FYR46TAA	SHELL OIL 67442729003 IRVINE CA		2.59
09/13	09/13	244273381LM87HDKE	MOTHER'S MARKET & K IRVINE CA		2.88
09/13	09/13	244273381LM87HNHM	MOTHER'S KITCHEN-IRVIN IRVINE CA		6.85
09/13	09/13	2476642814E84Y416	USO HOSPITALITY RETAIL FO LOS ANGELES CA		7.99
09/14	09/14	24210738290QTMEAJ	THE VEGGIE GRILL IRVINE CA		8.64
09/14	09/14	2422443822ZYGKY4M	COFFEE BEAN STORE NEWPORT BEACH CA		5.85
09/14	09/14	2449398818B90PQNW	HEN HOUSE GRILL IRVINE CA		12.92
09/15	09/15	2407106824K826MX6	FRESHII - THE BLUFFS NEWPORT BEACH CA		7.53
09/15	09/15	241640783AAYME8YB	STARBUCKS CORP00140188 NEWPORT BEACH CA		2.25
09/15	09/15	244273382LYJAX17Y	ALBERTSONS #8507 IRVINE CA		2.49
09/15	09/15	244273383LM7YTB8T	PANERA BREAD #4125 NEWPORT BEACH CA		1.89
09/15	09/15	244273383LM79JHGJ	MOTHER'S KITCHEN-IRVIN IRVINE CA		8.89
09/15	09/15	2443106858AS18F2V	CHIPOTLE 1441 NEWPORT BEACH CA		10.02
09/15	09/15	2476642894PDN34EA	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.93
09/16	09/16	241640784AAZ0Q2X7	STARBUCKS CORP00140188 NEWPORT BEACH CA		6.30
09/16	09/16	24224438430W4PDJ1	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/16	09/16	244261984GVD7JXF6	ISLANDS RESTAURANT #04 NEWPORT BEACH CA		11.30
09/16	09/16	244273384LM8Q4L6E	MOTHER'S MARKET & K IRVINE CA		2.09
09/16	09/16	24431068406J8B2PH	BRISTOL FARMS # 12 SAN DIEGO CA		2.24
09/17	09/17	2404603840055ZG16	CHEVRON 0020876 SAN DIEGO CA		65.39
09/17	09/17	24210738660QTMF8M	THE VEGGIE GRILL IRVINE CA		8.64
09/17	09/17	244273384LYJLPXS	ALBERTSONS #6607 IRVINE CA		8.39
09/17	09/17	244273386LM8A9T2H	MOTHER'S MARKET & K IRVINE CA		2.19
09/17	09/17	24431068505J8B36S	BRISTOL FARMS # 12 SAN DIEGO CA		2.24
09/17	09/17	244480085007J7N85	POMODORO QUICINA ITALIANA'S NEWPORT COAST CA		12.66
09/18	09/18	24224438438530V84Z	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/18	09/18	2443106868AS18DJP	CHIPOTLE 1441 NEWPORT BEACH CA		10.02
09/19	09/19	24210738760QTM8GV	THE VEGGIE GRILL IRVINE CA		8.64
09/19	09/19	24224438730VVOQSK	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/19	09/19	243930188FVWP834D	CALIFORNIA PIZZA 638 IRVINE CA		15.70
09/19	09/19	244273387LM7XP1K9	PANERA BREAD #4125 NEWPORT BEACH CA		3.78
09/20	09/20	24224438832YE1JBR	COFFEE BEAN STORE IRVINE CA		3.95
09/20	09/20	244273388LM7QF8G	MOTHER'S KITCHEN-IRVIN IRVINE CA		8.65
09/20	09/20	2476642884PF1LSYB	USO HOSPITALITY RETAIL FO LOS ANGELES CA		7.99
09/20	09/20	2476642884PF1ML8P	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
09/21	09/21	242244389630V8Y8R	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/21	09/21	2430197893JWAM9Y0	PAIN DU MONDE BALBOA BALBOA CA		11.80
09/21	09/21	244273388LYJAD48W	ALBERTSONS #8507 IRVINE CA		8.94
09/21	09/21	2449398888319APAF	HEN HOUSE GRILL IRVINE CA		10.76
09/21	09/21	24692168800KTZXH	Amazon.com AMZN.COM/BILL WA		82.99
09/22	09/22	24210738860QTM8Z8	THE VEGGIE GRILL IRVINE CA		8.64
09/22	09/22	24316088AFYR4859EJ	SHELL OIL 67442729003 IRVINE CA		67.13
09/22	09/22	24323018AFVWV28F0	CALIFORNIA PIZZA 638 IRVINE CA		16.99
09/22	09/22	244273388ALM869PFL	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.60
09/22	09/22	244273388LYJAKJ48	ALBERTSONS #6607 IRVINE CA		8.78
09/22	09/22	244939888830CAFVY	HEN HOUSE GRILL IRVINE CA		12.92
09/23	09/23	24210738860QTM8RG	THE VEGGIE GRILL IRVINE CA		8.64
09/24	09/24	24210738860QTMFEW	THE VEGGIE GRILL IRVINE CA		11.26

Continued

WELLS FARGO



VISA

Account Number  
Statement Billing Period  
Page 3 of 4

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

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
<b>Purchases, Balance Transfers &amp; Other Charges</b>					
09/24	09/24	24431088Q0AS13D2A	CHIPOTLE 1441 NEWPORT BEACH CA		7.65
09/24	09/24	24761978Q81DK93FP	YOGURTLAND UCI IRVINE CA		3.47
09/25	09/25	24210738D60QTMFAH	THE VEGGIE GRILL IRVINE CA		11.74
09/25	09/25	24224498D2ZY97QZ7	COFFEE BEAN STORE IRVINE CA		3.95
09/25	09/25	24427338DLM81KEHE	MOTHER'S MARKET & K IRVINE CA		2.74
09/25	09/25	24427338DLM81KRCQ1	MOTHER'S KITCHEN-IRVIN IRVINE CA		0.65
09/25	09/25	24427338DLM81KFR8S	MOTHER'S KITCHEN-IRVIN IRVINE CA		1.85
09/25	09/25	24071088E4K9TBC0W	NATIVE FOODS - COSTA M COSTA MEGA CA		12.82
09/25	09/25	24427338DLVJ30GJB	MOTHER'S MARKET & K IRVINE CA		3.15
09/25	09/25	24431088ERAS13DPV	CHIPOTLE 1441 NEWPORT BEACH CA		0.59
09/25	09/25	24761978E810K3FRK	YOGURTLAND UCI IRVINE CA		1.42
09/27	09/27	24224498D2ZY97QZ7	COFFEE BEAN STORE IRVINE CA		3.95
09/27	09/27	24431088F0SJS8P6N	EINSTEIN BROS BAGELS2816 IRVINE CA		2.88
09/27	09/27	24765428F9J8883F	USC POPOVICH LOS ANGELES CA		4.89
09/27	09/27	24765428F4E7QX161	USC HOSPITALITY RETAIL FO LOS ANGELES CA		11.48
09/28	09/28	24184078G8NFBF0NR	PAVILIONS STOR00019117 NEWPORT COAST CA		23.97
09/28	09/28	24210738Q60QTM35D	THE VEGGIE GRILL IRVINE CA		0.54
09/28	09/28	24224498D2ZY97QZ7	COFFEE BEAN STORE IRVINE CA		0.95
09/28	09/28	24427338FLYJ3MRE8	MOTHER'S MARKET & K IRVINE CA		5.43
09/28	09/28	24316058HYPYRLD3RX	SHELL OIL 67442723003 IRVINE CA		65.50
09/28	09/28	24427338GLYJ4GZV6	MOTHER'S KITCHEN-IRVIN IRVINE CA		0.95
09/28	09/28	24765428H4PHHTABX	USC HOSPITALITY RETAIL FO LOS ANGELES CA		2.80
09/30	09/30	24184078JAAZKAT6S	STARBUCKS CORP00140166 NEWPORT BEACH CA		2.25
09/30	09/30	24316058JFYPMW24Y	SHELL OIL 67441698301 LAS VEGAS NV		71.25
09/30	09/30	24493988H8B30XKVE	HEN HOUSE GRILL IRVINE CA		10.78
09/30	09/30	24765428J4PJA189R	USC HOSPITALITY RETAIL FO LOS ANGELES CA		0.99
09/30	09/30	24765428J4PJA260H	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
09/30	09/30	24765428J4PJA231R	USC HOSPITALITY RETAIL FO LOS ANGELES CA		0.88
10/01	10/01	24472888G9R8G944H	EDDIE'S WILDFISH NEWP NEWPORT BEACH CA		14.01
10/01	10/01	24482798G3DVM86XN	DARYA RESTAURANT SANTAANA CA		70.78
10/01	10/01	24765428LJAE2PN5W	PELICAN HILL F B NEWPORT COAST CA		17.10
10/02	10/02	24065228K60MPV98P	SUFI MEDITERRANEAN CURSI SAN DIEGO CA		01.71
10/02	10/02	24184078K2LR7YHZ7	TARGET 00024953 SAN DIEGO CA		632.88
10/02	10/02	24210738L60QTMDS1	THE VEGGIE GRILL IRVINE CA		11.74
10/02	10/02	24276398L968M7P91	KOBA TOFU GRILL IRVINE CA		12.92
10/02	10/02	24316058LFYPB8X8P	SHELL OIL 67442719001 SAN DIEGO CA		34.61
10/02	10/02	24493988L8HW8QFSK	TRADER JOE'S #020 QPS LAJOLLA CA		39.69
10/02	10/02	24765428L3VPL8HD	USC TROJAN GROUNDS LOS ANGELES CA		6.27
10/03	10/03	24026858N0190EILZ	LUFTHANSA 2208710086336 SAN JOSE CA NY		1,805.18
		10/09/11			
		1 UA T	SAN DIEGO WASHINGTON		
		2 LH T	WASHINGTON FRANKFURT		
		3 LH T	FRANKFURT IKA		
		4 LH S	IKA FRANKFURT		
10/03	10/03	24210738M90QTM61N	THE VEGGIE GRILL IRVINE CA		11.74
10/03	10/03	24316058MFR87R79G	SHELL OIL 67442728402 ENCINITAS CA		81.87
10/03	10/03	24427338LLYJ2GY4Z	MOTHER'S MARKET & K IRVINE CA		4.08
10/03	10/03	24427338LLYJ4H8Z0	MOTHER'S KITCHEN-IRVIN IRVINE CA		2.25
10/03	10/03	24431088M88XV94T	CHIPOTLE 0945 LOS ANGELES CA		5.63
10/03	10/03	24765428M4PZZZKXQ	USC TROJAN GROUNDS LOS ANGELES CA		3.99
10/03	10/03	24765428M4PK02C72	USC HOSPITALITY RETAIL FO LOS ANGELES CA		0.99
10/04	10/04	24184078N8NFBH81L	PAVILIONS STOR00019117 NEWPORT COAST CA		86.48
10/04	10/04	24210738N60QTMDFV	THE VEGGIE GRILL IRVINE CA		11.74
10/04	10/04	24316058NFPYVE82B	SHELL OIL 67442723003 IRVINE CA		70.13
10/04	10/04	24431088N88XV7M5	CHIPOTLE 0945 LOS ANGELES CA		9.88
10/04	10/04	24765428N4PK7JRH9	USC HOSPITALITY RETAIL FO LOS ANGELES CA		4.45
10/05	10/05	24448008P2XEE7D96	WHOLESOME CHOICE MARKET IRVINE CA		2.61
10/05	10/05	24765428P4PKGTNGF	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.48
10/06	10/06	24038218RKCW302HPY	UNITED AIR 0184516712843 WASHINGTON DC		70.00
		10/08/11			
		1 XAA	XAA XAA		
10/08	10/08	24184078P1R2X0NNW	NATIONAL CAR RENTAL DULLES VA		25.66
10/08	10/08	24210738R60QTM63Q	THE VEGGIE GRILL IRVINE CA		11.74
10/07	10/07	24810438R03RZ189S	MARRIOTT 33716 DULLES ARP DULLES VA		215.65
10/07	10/07	24765428V4EANR5P2	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.99
10/07	10/07	24765428V4EANR0BN	USC HOSPITALITY RETAIL FO LOS ANGELES CA		4.46
10/08	10/08	24210738S90QTM0XL	THE VEGGIE GRILL IRVINE CA		11.74
10/08	10/08	24316058PFR8Y930	SHELL OIL 67442723003 IRVINE CA		61.55
10/08	10/08	24765428V4EANP6S3	USC HOSPITALITY RETAIL FO LOS ANGELES CA		7.68
10/09	10/09	24765428V4EANPN8E	USC HOSPITALITY RETAIL FO LOS ANGELES CA		0.99
10/10	10/10	24210738W60QTM6EX	THE VEGGIE GRILL IRVINE CA		11.74
<b>TOTAL PURCHASES, BALANCE TRANSFERS &amp; OTHER CHARGES FOR THIS PERIOD</b>					<b>\$4,446.18</b>

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD \$0.00

Continued

WELLS FARGO



VISA

Account Number  
Statement Billing Period  
Page 4 of 4

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

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
<b>Interest Charged</b>					
			INTEREST CHARGE ON PURCHASES		0.00
			INTEREST CHARGE ON CASH ADVANCES		0.00
<b>TOTAL INTEREST CHARGED FOR THIS PERIOD</b>					<b>00.00</b>

2011 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2011	\$0.05
TOTAL INTEREST CHARGED IN 2011	\$21.85

Interest Charge Calculation

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.86%	\$0.00	32	\$0.00
CASH ADVANCES	23.99%	\$0.00	32	\$0.00



**Fast. Informative. Free.<sup>1</sup>**  
Wells Fargo<sup>®</sup> Rapid Alerts just got better

Receive fast credit card transaction alerts directly on your mobile device or email<sup>2</sup>

Wells Fargo Rapid Alerts is a free<sup>3</sup> service that lets you monitor your Visa<sup>®</sup> credit card activity, track your spending, even help prevent fraud. Here are just a few of the alerts you can sign up for:

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

Sign up for Wells Fargo Rapid Alerts today.  
Visit <https://www.wellsfargo.com/rapidalerts> — it's easy and it's free.<sup>3</sup>

<sup>1</sup>Customer must be enrolled in Wells Fargo Online<sup>®</sup> Banking to sign up for this service. Customer is responsible for any text, data, or airtime fees charged by their carrier.  
<sup>2</sup>Actual time to receive Alert dependent on wireless service and coverage within area and/or the service provided by your online service provider. Alert service may not be available in all areas. Alerts regarding transactions for gasoline may not include purchase amount. Additional restrictions apply. © 2011 Visa. All rights reserved.  
 ©2011 Wells Fargo Bank, N.A. All rights reserved. ECG-531315

WELLS FARGO



VISA

Account Number  
Statement Billing Period  
Page 1 of 4

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

Balance Summary

Previous Balance	\$1,873.14
- Payments	\$2,000.00
- Other Credits	\$7.63
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$1,954.91
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,820.62
Total Credit Limit	\$2,900

24-Hour Customer Service: 1-800-842-4720  
TTY for Hearing/Speech Impaired: 1-800-419-2355  
Outside the US Call Collect: 1-826-826-7600  
Wells Fargo Online®: wells Fargo.com

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

Total Available Credit \$1,069

Payment Information

New Balance	\$1,820.62
Minimum Payment	\$19.00
Payment Due Date	12/06/2011

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

Late Payment Warning: If we do not receive your Minimum Payment by 12/05/2011, you may have to pay a late fee up to \$35.  
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	13 years	\$3,478
\$33	3 years	\$2,281 (Savings of \$1,217)

If you would like information about credit counseling services, refer to [www.usdoj.gov/asiat/eaofhsppca/ccde/cc\\_approved.htm](http://www.usdoj.gov/asiat/eaofhsppca/ccde/cc_approved.htm) or call 1-877-288-2408.

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	33,465
Points Earned:	1,949
Earn More Miles Bonus Points:	0
Total Available Points:	35,414

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

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
<b>Payments</b>					
11/02	11/02	74465429K0ABFBH31	ONLINE PAYMENT	1,000.00	
11/03	11/03	74465426L0ABH333WD	ONLINE PAYMENT	1,000.00	
TOTAL PAYMENTS FOR THIS PERIOD				\$2,000.00	
<b>Other Credits</b>					
10/19	10/19	7407105944K97LXY2	FRESH - THE BLUFFS NEWPORT BEACH CA	7.63	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$7.63	

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 XXX 1 7 6 111110 8 PAGE 1 of 4 10 5383 2600 8043 0105595

Detach and mail with check payable to Wells Fargo

Account Number	7470	
New Balance	\$1,820.62	
Minimum Payment	\$19.00	
Payment Due Date	12/06/2011	74707

YK2 4

Amount Enclosed



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

G R JAZI  
PO BOX 927874  
SAN DIEGO CA 92192-7874

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



WELLS FARGO



VISA

Account Number  
Statement Billing Period  
Page 2 of 4

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

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
<b>Purchases, Balance Transfers &amp; Other Charges</b>					
10/10	10/12	24765428WMB88EB9	USC HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/10	10/12	24765428WMB88QMPG	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.85
10/11	10/12	24210738X0QTMDDN	THE VEGGIE GRILL IRVINE CA		11.74
10/11	10/12	24765428X4EBHEDW3	USC HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/12	10/12	24071058X4K8QEFYX	FRESHII - THE BLUFFS NEWPORT BEACH CA		7.83
10/12	10/12	24071058X4K8QELSZ	FRESHII - THE BLUFFS NEWPORT BEACH CA		15.99
10/12	10/12	24210738Y80QTMESA	THE VEGGIE GRILL IRVINE CA		11.74
10/12	10/12	24765428Y4PMKCF8N6	USC HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/19	10/19	24210738Z60QTMDFB	THE VEGGIE GRILL IRVINE CA		11.74
10/19	10/19	24427338ZLYJMDV13	MOTHER'S MARKET & K IRVINE CA		17.03
10/19	10/19	24765428Z4PMYP8AX	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
10/14	10/14	24071058Z1K99E1NY	JAVIER'S CRYSTAL COVE NEWPORT COAST CA		19.00
10/14	10/14	24184078ZV9DFWZ60	AMC TUSTIN 14 61004274 TUSTIN CA		9.00
10/14	10/14	24224438030W1D348	COFFEE BEAN STORE LOS ANGELES CA		4.45
10/14	10/14	243180860FYTKW0VX	SHELL OIL 67442723003 IRVINE CA		70.67
10/14	10/14	24427338ZLYJ63P10	MOTHER'S MARKET & K IRVINE CA		2.04
10/14	10/14	24427338ZLYJ840WW	MOTHER'S KITCHEN-IRVIN IRVINE CA		2.25
10/14	10/14	244310690886XV4RR	CHIPOTLE 6945 LOS ANGELES CA		8.88
10/15	10/15	24210738180QTMESL	THE VEGGIE GRILL IRVINE CA		11.74
10/15	10/15	24210738260QTMGR	THE VEGGIE GRILL IRVINE CA		11.74
10/15	10/15	24427338ZLM7ZK0KV	H MART IRVINE IRVINE CA		9.38
10/15	10/15	24427338ZLM81XWN8	SPROUTS FARMERS MAR IRVINE CA		123.82
10/17	10/17	24210738350QTMDFW	THE VEGGIE GRILL IRVINE CA		11.74
10/17	10/17	243812163502AEXAB	UCI PARKING DPT IRVINE CA		6.00
10/17	10/17	24482769833DWMJF2E	THE SPORTS CLUB LA CO IRVINE CA		65.32
10/18	10/18	24210738450QTMDFQ	THE VEGGIE GRILL IRVINE CA		11.74
10/18	10/18	2476542844EDKAYJF	USC HOSPITALITY RETAIL FO LOS ANGELES CA		5.99
10/18	10/18	2476542844EDKQ8MB	USC HOSPITALITY RETAIL FO LOS ANGELES CA		4.45
10/19	10/19	240288980123NX7B	LUFTHANSA 2208710088560 SAN JOSE CA NY		250.00
		11/19/11	ZANDIANJAZI@HOLAM		
		1 LH S	IRCA FRANKFURT		
		2 LH S	FRANKFURT PARIS		
		3 UA T	PARIS WASHINGTON		
		4 UA T	WASHINGTON SAN DIEGO		
10/19	10/19	2418407898NFEMTK2	PAVILIONS STOR00019117 NEWPORT COAST CA		50.47
10/19	10/19	24210738960QTMEDJ	THE VEGGIE GRILL IRVINE CA		15.17
10/19	10/19	24270748402XVJZE8	RON PAUL 2012 PEC 879-2851998 TX		20.12
10/19	10/19	2471708983YWRW1Q	AGENT FEE 8900581082398 OYRUB TRAVEL CA		25.00
		10/19/11	ZANDIANJAZI@H		
		1 XD Y	XAA XAO		
10/20	10/20	24210738660QTMDFW	THE VEGGIE GRILL IRVINE CA		11.74
10/20	10/20	2476542864ED5YDGE	CITY OF LA DOT PVB BFBHW 886-5819742 CA		60.00
10/20	10/20	2476542864PR218TT	USC HOSPITALITY RETAIL FO LOS ANGELES CA		4.45
10/21	10/21	24249519780TJMM4	COLDSTONE #1589 LOS ANGELES CA		4.98
10/21	10/21	243180860FYTKVXHG	SHELL OIL 67442723003 IRVINE CA		69.38
10/21	10/21	2476542864EEW7VRZ	USC HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/22	10/22	24210738860QTMDFB	THE VEGGIE GRILL IRVINE CA		11.74
10/23	10/23	24210738A60QTMDFX	THE VEGGIE GRILL IRVINE CA		14.17
10/23	10/23	24224438930VPL7ZY	COFFEE BEAN STORE NEWPORT BEACH CA		3.85
10/23	10/23	249821898006H4SV1	CALIFORNIA PIZZA 636 IRVINE CA		18.69
10/24	10/24	24210738A60QTMDFB	THE VEGGIE GRILL IRVINE CA		14.17
10/24	10/24	24399000ASVK82PF	PAYLESS@H05090051068 IRVINE CA		19.38
10/24	10/24	24427338ZLYJ86M6Z	MOTHER'S MARKET & K IRVINE CA		4.19
10/24	10/24	249821898000Q2NHS	CALIFORNIA PIZZA 636 IRVINE CA		12.00
10/25	10/25	24184078BAAXDZYXK	STARBUCKS CORP00140086 IRVINE CA		2.85
10/25	10/25	24427338ALYJ8QFQV	MOTHER'S MARKET & K IRVINE CA		4.38
10/25	10/25	249821898000Q2NHS	CALIFORNIA PIZZA 636 IRVINE CA		12.93
10/25	10/25	2476542884EFPMLXL	USC HOSPITALITY RETAIL FO LOS ANGELES CA		5.99
10/25	10/25	2476542884EFPMLZ2	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
10/25	10/25	2476542884EFPMLXLE	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.88
10/26	10/26	24210738Q60QTMEXX	THE VEGGIE GRILL IRVINE CA		11.74
10/26	10/26	24210738Q60QTMG3N	THE VEGGIE GRILL IRVINE CA		11.74
10/26	10/26	24361788B8AVPV2S8	GODADDY.COM 480-6088888 AZ		20.16
10/26	10/26	24427338ZLYJ86M6Z	SPROUTS FARMERS MAR COSTA MESA CA		104.82
10/26	10/26	249821898000Q2NHS	COXOR GO COM PHSV 949-240-1212 CA		108.82
10/27	10/27	24210738Q60QTMG6A	THE VEGGIE GRILL IRVINE CA		11.74
10/27	10/27	243180860FYTKVXHG	SHELL OIL 67442723003 IRVINE CA		60.15
10/27	10/27	2476542884EFPMLXHG	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
10/28	10/28	24210738Q60QTMDFB	THE VEGGIE GRILL IRVINE CA		11.74
10/29	10/29	24224438930VPLD2BT	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
10/30	10/30	24184078Q8NF88TMV	PAVILIONS STOR00019117 NEWPORT COAST CA		21.27
10/30	10/30	24210738Q60QTMG3W	THE VEGGIE GRILL IRVINE CA		11.74
10/30	10/30	247618793880RP7H8E	YOGURT/LAND DIAMOND JAMBO IRVINE CA		4.42
10/31	10/31	240480380300723J39	CHEVRON 06096716 SANTA MONICA CA		88.22
10/31	10/31	24224438930VPLZ8HL	TENDER GREENS - SA SANTA MONICA CA		22.94
10/31	10/31	24224438930VPLZ8FK	COFFEE BEAN STORE SANTA MONICA CA		3.95
10/31	10/31	24427338ZLYJ8VFXE	MOTHER'S KITCHEN-IRVIN IRVINE CA		13.85
10/31	10/31	24446000HFF0WZBXL	FEDEX OFFICE #0889 IRVINE CA		5.88
10/31	10/31	24812389H388QW88M	CITY OF SM PARKING SANTA MONICA CA		2.00
11/01	11/01	24427338ZLYJ86M6Z	MOTHER'S KITCHEN-IRVIN IRVINE CA		13.54
11/01	11/01	244310690886XV7RW	CHIPOTLE 6945 LOS ANGELES CA		9.58

Continued

WELLS FARGO



VISA

Account Number  
Statement Billing Period  
Page 3 of 4

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

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
<b>Purchases, Balance Transfers &amp; Other Charges</b>					
11/01	11/01	24446009H2XDQW53P	SPORTS CLUB-IRVINE-O #825049-675-8400 CA		135.00
11/01	11/01	24765429J4PVMH1P1	USO HOSPITALITY RETAIL FO LOS ANGELES CA		0.95
11/02	11/02	24223699NILELW1XH	KARAOON.COM LLD 212-316-1515 NY		46.46
11/02	11/02	24210739K6QOTMDZ7	THE VEGGIE GRILL IRVINE CA		11.74
11/02	11/02	24493989K8HWF63VY	TRADER JOE'S #111 QPS IRVINE CA		16.86
11/02	11/02	24765429J515V3SXY	USO CASHIERS OFFICE LOS ANGELES CA		26.00
11/03	11/03	24210739L6QOTMFJH	THE VEGGIE GRILL IRVINE CA		12.07
11/03	11/03	24246519L6OT2JMWY	COLDSTONE #1595 LOS ANGELES CA		4.98
11/03	11/03	24692166K00TLXNZZ	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		12.95
11/04	11/04	24210739M6QOTMFVT	THE VEGGIE GRILL IRVINE CA		11.74
11/04	11/04	24224439M30VW8ETL	COFFEE BEAN STORE NEWPORT BEACH CA		0.85
11/06	11/06	24193046N666H64BK	GLENDON RESTAURANTS LOS ANGELES CA		6.44
<b>TOTAL PURCHASES, BALANCE TRANSFERS &amp; OTHER CHARGES FOR THIS PERIOD</b>					<b>\$1,864.91</b>

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD \$0.00

Interest Charged

INTEREST CHARGE ON PURCHASES 0.00  
INTEREST CHARGE ON CASH ADVANCES 0.00

TOTAL INTEREST CHARGED FOR THIS PERIOD \$0.00

2011 Totals Year-to-Date

TOTAL FEES CHARGED IN 2011 \$6.05  
TOTAL INTEREST CHARGED IN 2011 \$21.85

Interest Charge Calculation

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.85%	\$0.00	30	\$0.00
CASH ADVANCES	23.95%	\$0.00	30	\$0.00

# Make it a rewarding holiday season

## Shop the *Earn More Mall*<sup>®</sup> site and earn bonus rewards points for virtually all your purchases

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

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

Don't miss out on special and limited-time offers available at your favorite retailers.<sup>2</sup> Simply sign up for the *Earn More Mall* newsletter by indicating your email preferences at [EarnMoreMall.com](http://EarnMoreMall.com).

### **BARNES & NOBLE**

[BN.com](http://BN.com)

Free shipping on orders of \$25 or more.

Plus 5 bonus points/\$1

### **OLD NAVY**

Everyday free shipping on orders over \$50.

Plus 3 bonus points/\$1

### **sears**

Extra \$5 off [Sears.com](http://Sears.com) orders of \$50 or more.

Plus 3 bonus points/\$1

### **priceline.com**

Save up to \$150 with flight and rental car package.

Plus 2 bonus points/\$1

### **Harry & David**

Save 20% off gourmet items.

Plus 6 bonus points/\$1

### **magazines.com**

Magazines make great gifts. Save \$5 on your purchase.

Plus 25 bonus points/\$1

### **BEST BUY**

Save time and money. Shop online and choose in-store pickup at [BestBuy.com](http://BestBuy.com).

Plus 1 bonus point/\$1

### **SEPHORA**

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

Plus 5 bonus points/\$1

### **Target.com**

Over 500,000 items ship free when you spend \$50 or more.

Plus 3 bonus points/\$1

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

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

<sup>2</sup>Merchants and offers are subject to change. Visit the *Earn More Mall* site at [EarnMoreMall.com](http://EarnMoreMall.com) for specific terms and conditions including those associated with each merchant offer.

© 2011 Wells Fargo Bank, N.A. All rights reserved. Member FDIC. ECG-615207



# Exhibit 11

Exhibit 11

## Property Account Inquiry - Summary Screen

New Search	Recorder	Treasurer	Assessor	Clark County Home
------------	----------	-----------	----------	-------------------

Parcel ID	071-02-000-005	Tax Year	2014	District	826	Rate	2.5267
-----------	----------------	----------	------	----------	-----	------	--------

Situs Address: UNASSIGNED SITUS MOAPA VALLEY

Legal Description: ASSESSOR DESCRIPTION: PT NE4 NE4 SEC 02 16 68 GEOID: PT NE4 NE4 SEC 02 16 68

Status	Property Characteristics	Property Values	Property Documents
Active	Tax Cap Increase Pct	4.2	Land
Taxable	Tax Cap Limit Amount	92.14	Total Assessed Value
	Tax Cap Reduction	0.00	Net Assessed Value
	Land Use	0-00: VACANT	Exemption Value New Construction
	Cap Type	Other	New Construction - Supp Value
	Acreage	10.00	
	Supplemental Tax	0.00	
			2005041904639
			4/19/2005
		00011401051	
		1/14/2000	

Role	Name	Address	Since	To
Owner	ZANDIAN REZA	8775 COSTA VERDE #501, SAN DIEGO, CA 92122-5343 UNITED STATES	8/18/2007	Current

Summary	
Item	Amount
Taxes as Assessed	\$88.43
Less Cap Reduction	\$0.00
Net Taxes	\$88.43

PAST AND CURRENT CHARGES DUE TODAY		
Tax Year	Charge Category	Amount Due Today
THERE IS NO PAST OR CURRENT AMOUNT DUE AS OF 12/31/2013		\$0.00

NEXT INSTALLMENT AMOUNTS		
Tax Year	Charge Category	Installment Amount Due
THERE IS NO NEXT INSTALLMENT AMOUNT DUE AS OF 12/31/2013		

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR		
Tax Year	Charge Category	Remaining Balance Due
THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR AS OF 12/31/2013		

PAYMENTS MADE	
Last Payment Amount	Date
\$96.39	11/4/2013
\$96.39	
\$88.43	

Search on: ascendweb.html?app=tax?parcel=071-02-000-005&dateSelect=12/31/2013



# Exhibit 12

# Exhibit 12

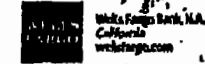
G REZA ZANDIAN JAZI  
NILOOFAR F ZANDIAN  
8775 COSTA VERDE BLVD APT 217  
SAN DIEGO, CA 92122-5340

115  
18-34/1820 4794  
7091805420

11/25/2012 DATE

Pay to the Order of Secretary of State of California \$ 25.00

Twenty Five and 00/100 Dollars



For Optime Technology Corp.

5920 00115 0000002500

BANK OF AMERICA NA SFC  
1228996614 12/23/13 P12  
0000002500

6/1/30

1 2 3 1 3

12-015911

REQUEST 0000553089400000 25.00  
ROLL ECIA 20120430 000008710996107  
JOB ECIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038



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

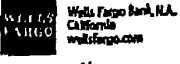
133

15-24/1220 4784  
7091505820

1/24/2013 Date

Pay to the Order of Employment Development Department \$ 46.25

Forty six 25/100 Dollars



For Optima Technology Corp

5920 00133 0000004625

022713-9211-0004 00011 022713-9211-0004  
022713-9211-43-0004-00 04-FORDEPCASTOEDD-012

WELLS FARGO BANK NA FRE  
28139227 68022 PKT 04  
1221-0527-84  
1011673359

REQUEST 0000553089400000 46.25  
ROLL BCIA 20130227 000001011673359  
JOB BCIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

G REZA ZANDIAN JAZI  
NILOOFAR F ZANDIAN  
8775 COSTA VERDE BLVD APT 217  
SAN DIEGO, CA 92122-5840

130

16-54/1220 4784  
7091605820

11/24/2013 Date

Pay to the Order of Internal Revenue Service \$ 166.<sup>25</sup>

One Hundred Sixty six <sup>25</sup>/<sub>100</sub> Dollars



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

For Optima Technology Corp. (CA)

5920 00130 0000016625

92 1 70 064 090 13 3 330391754  
OPTI 01 201212 0304  
000202580020 63051307R030413

Vertical text on the left side of the document, possibly a routing slip or processing notes, including the word "Subpoena" and various numbers and dates.

REQUEST 0000553089400000 166.25  
ROLL BCIA 20130305 000008819647067  
JOB BCIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038



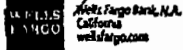
G REZA ZAN  
NILOOFAR F  
8775 COSTA VER  
SAN DIEGO, CA 92122-5340

134  
18-24/1220 4784  
7081605920

2/21/2013 Date

Pay to the Order of Employment Development Dpt. \$ 49<sup>64</sup>

Ferty Nine <sup>64</sup>/<sub>100</sub> Dollars



For Optima Technology Corp

5920# 00134 #0000004964#

022713-3136-0136 00002 022713-3136-42-0136-00-04-FORDEP  
DIAN JAZZ 0136  
ZANDIA 0136

WELLS FARGO BANK NA FEE  
20130227 E0922 PKT 04  
1221-0527-84  
1011673229

REQUEST 00005530894000000 49.64  
ROLL ECIA 20130227 000001011673229  
JOB ECIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

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

158

18-24/1220 4784  
7081639820

02/24/2013  
Date

Pay to the Order of Internal Revenue Service

\$ 26.18

Twenty six 11/100

Dollars



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

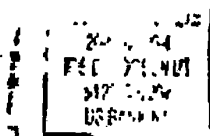
For Optima Technology Corp.

3420 00158 0000002618

california

022813

W22911705903319367001330391754  
201209 02282013



0  
0

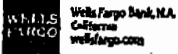
REQUEST 0000553089400000 26.18  
ROLL ECIA 20130228 000008510685579  
JOB ECIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
83928-020  
Phoenix AZ 85038

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

165  
10-24/1220 4784  
7001605820

June 30.13 <sup>DATE</sup>  
Department  
Pay to the Order of Employment Development \$ 39.71  
thirty nine and 71/100 Dollars



For 33 0391754  
⑈ 35920 ⑈ 00165 ⑈ 00000003971 ⑈

076813-3241-0658 02201 478813-3241-0658  
076813-3241-44-0058-00-04-FORDEPCASTOEDD-012

WELLS FARGO BANK NA FFE  
20130708 E0034 PKT 04  
⑈ 1221-0527-84  
1014351693

REQUEST 0000553089400000 39.71  
ROLL ECIA 20130708 000001014351693  
JOB ECIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

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

164  
 10-24/1220 4784  
 7001506820

June 30 13

Pay to the Order of United States Treasury \$ 1195.96  
One hundred ninety five and 96/100 Dollars

Wells Fargo Bank, N.A.  
 Call Wells Fargo at 1.800.765.6273

For 33-0391754

5920 0016 0000019596

92 1 70 193 050 92 3 330391754  
 071301 201303 B711  
 000728300180 07121301R071113

REQUEST 0000530894000000 195.96  
 ROLL ECIA 20130712 000008118473052  
 JOB ECIA P ACCT 1140007091505920  
 REQUESTOR A568055  
 7513983 10/28/2013

Subpoena Processing Chandler  
 S3928-020  
 Phoenix AZ 85038

# Exhibit 13

# Exhibit 13

G. REZA ZANDIAN JAZI  
P.O. BOX 827674  
SAN DIEGO, CA 92192-7674

2003

94-7074/3212 282  
2508952484

March/31/11 Date

Pay to the Order of John Peter Lee ESQ \$ 2500.<sup>00</sup>

Two thousand five hundred Dollars

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

122.50 NP  
237750 FP

For Zandian V. Margolin

⑆00000520000⑆ E0020 ⑆117842⑆

APR-5 2011

BANK OF AMERICA, NA LVE  
1220006614 E6900 94 P05  
04/07/11

0002  
FOR DEPOSIT ONLY  
BANK OF AMERICA NEVADA  
12240072

JOHN PETER LEE  
ATTORNEY AT LAW  
TRUST ACCOUNT  
913.433.2944

REQUEST 0000553088000000 2500.00  
ROLL BCIA 20110405 00008817287505  
JOB BCIA P ACCT 8250002508952484  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038