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ATTORNEYS AT LAW  
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **STATEMENT OF FACTS.**

4 In 2008, before the United States District Court District of Arizona, Plaintiff Jed Margolin  
5 (hereinafter "Margolin"), by and through his company, Optima Technology, Inc. a/k/a Optima  
6 Technology Group, Inc. (hereinafter "OTG"), litigated the same transactions and occurrences to a  
7 final judgment that he now wishes to again litigate in this case. *Compare* Am. Compl. and  
8 Opposition to Motion to Dismiss (hereinafter "Opposition"), Ex. 29 (hereinafter "Ex. 29").

9 In the Arizona action, Margolin, acting as agent for OTC, alleged that Optima Technology  
10 Corporation (hereinafter "OTC") unlawfully converted OTG's patents to its own dominion and  
11 control. Ex. 29, pp. 12-31. In this case, Margolin alleged that OTC has converted OTG's patents  
12 to its own use. Am. Compl., pp. 3-6. In the Arizona action, Margolin characterized the same facts  
13 as constituting wrongdoing under the following causes of action: (1) Patent Infringement; (2) Breach  
14 of Contract; (3) Breach of the Implied Covenant of Good Faith and Fair Dealing; (4) Negligence;  
15 (5) Declaratory Relief; (6) Injurious Falsehood/Slander of Title; (7) Trespass to Chattels; (8) Unfair  
16 Competition; (9) Unfair and Deceptive Competition/Business Practices; (10) Unlawful Conspiracy  
17 to Injure Trade or Business; (11) Unfair and Deceptive Competition/Business Practices; (12) UAS  
18 Liability; and (13) Punitive Damages. Ex. 29., pp. 16-30. Using the same facts pertaining to the  
19 same transactions and occurrences, in this case, Margolin again alleges wrongdoing on the part of  
20 OTC pursuant to slightly modified causes of action including: (1) Conversion; (2) Tortious  
21 Interference with Contract; (3) Intentional Interference with Prospective Economic Advantage; (4)  
22 Unjust Enrichment; and (5) Unfair and Deceptive Trade Practices. Am. Compl., pp. 2-6.

23 In the Arizona action, Margolin alleged that "Zandian executed [documents purporting to  
24 assign or transfer title and/or interest in the Patents to OTC with the PTO] by (*inter alia*) utilizing  
25 his signature on behalf of OTC and mis-stating that Zandian/OTC was exercising the Power of  
26 Attorney as the 'attorney in fact' of Margolin." Ex. 29, p. 22, ll. 21-23. In this case, Margolin  
27 alleged that "Zandian filed with the [PTO] fraudulent assignment documents allegedly assigning all  
28 four of the Patents to [OTC]." Am. Compl., p. 3, ll. 25-28. Margolin even admits to bringing the

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1 instant action pursuant to the same transactions and occurrences already litigated to final judgment.  
2 *See* Am. Compl., p. 4, ll. 5-17. The similarity between the facts in the Arizona action and the instant  
3 action is absolute and separated only by the verbiage utilized in describing the same transactions and  
4 occurrences and the causes of action purported to have been committed. *Compare* Ex. 29 and Am.  
5 Compl.

6 **II.**

7 **PROCEDURAL HISTORY.**

8 Margolin filed the instant action on December 11, 2009, more than two years ago. Without  
9 effecting proper service upon Defendant Zandian (hereinafter "Zandian"), Margolin took a default  
10 judgment, which was later set aside on the grounds of insufficient service. On June 9, 2011, Zandian  
11 filed a motion to dismiss the instant action, which was denied without prejudice to allow Margolin  
12 an additional ninety (90) days to properly effectuate service. Margolin then attempted service by  
13 publication in the San Diego Union-Tribute, the Reno Gazette-Journal and the Las Vegas Review  
14 Journal, even though there exist no evidence in the record that Zandian resides in any of the cites,  
15 or even the same country, whereby publication was made.

16 Even though Margolin alleged that Zandian's last known address was "8401 Bonita Downs  
17 Road, Fair Oaks, California," Margolin never attempted service by publication in Fair Oaks,  
18 California. Publication Motion, Ex. "1". Also, Margolin alleged to this Court that Zandian resided  
19 in Sacramento County, California; however, Margolin did not attempt service by publication there  
20 either. *Id.* at Ex. "2" through "4".

21 **III.**

22 **LEGAL ANALYSIS.**

23 **A. The Instant Motion Need Not be Treated as a Motion for Summary Judgment**  
24 **in Order to Grant the Relief Sought by Zandian.**

25 Margolin has suggested that since documents were referenced in the Motion to Dismiss, that  
26 motion must be treated as one for summary judgment. The so-called matters outside of the pleadings  
27 are references to the Arizona action. These matters, however, are not outside of the pleadings, but  
28 instead specifically mentioned in the Complaint. *See* Am. Compl., ¶¶ 17-18. Thus, Zandian

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1 referenced matters complete inside, not outside, the pleadings. Moreover, Zandian referenced a  
2 court-produced docket that is worthy of judicial notice in any jurisdiction.

3 Notwithstanding, “[w]hen the complaint shows on its face that the cause of action is barred,  
4 the burden falls upon the plaintiff to satisfy the court that the bar does not exist.” Kellar v. Snowden,  
5 87 Nev. 488, 491, 489 P.2d 90, 92 (1971) (although affidavit accompanied motion to dismiss,  
6 motion to dismiss was properly granted because “the defense of the statute of limitations appears  
7 from the complaint itself.”). Here, the Amended Complaint contains an admission that the instant  
8 action has already been litigated, or should have been litigated, before a United States District Court  
9 in Arizona. *See* Am. Compl., ¶¶ 17-18. Margolin has not met his burden to show this Court why  
10 the same transactions and occurrences should now be re-litigated in Nevada. Thus, the Amended  
11 Complaint must be dismissed. Moreover, dismissal is proper because the defense related to  
12 issue/claim preclusion or res judicata can be ascertained from the Amended Complaint itself.

13 Apparently, Margolin seeks conversion of the instant motion to one for summary judgment  
14 for the sole purpose of attempting to invoke Rule 56(f) as a means to continue this two-year old  
15 litigation. This argument, however, must fail because one need not go any further than the Amended  
16 Complaint to ascertain that the same transactions and occurrences have been litigated before in  
17 another jurisdiction. *See* Am. Compl., ¶¶ 17-18.

18 **B. Plaintiff Has Not Met His Burden Regarding General Personal Jurisdiction.**

19 As stated in the initiating motion, “[t]he plaintiff bears the burden of producing *some*  
20 evidence in support of all facts necessary to establish personal jurisdiction [emphasis added].”  
21 Trump v. District Court, 109 Nev. 687, 692-93, 857 p.2d 740, 748 (1993). At first, Margolin alleged  
22 that Zandian resided in either San Diego or Las Vegas, but Plaintiff did not even attempt to serve  
23 Zandian in either of these alleged places of residence. *See* Compl.; *compare to* Publication Motion.  
24 Now, Margolin alleges in one paragraph of his Amended Complaint that Zandian has “at all relevant  
25 times resided in Las Vegas, Nevada.” Am. Compl., ¶ 4. Margolin makes this allegation so that the  
26 Court will deem that it has personal jurisdiction over Zandian without further inquiry. Three  
27 paragraphs later, Margolin has alleged that Zandian and his co-defendant “at all relevant times herein  
28 mentioned has been and/or is residing or currently doing business in and/or are responsible for the

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1 actions complained of herein in Storey County.” Margolin makes this allegation so that the Court  
2 will deem Storey County as the proper venue without further inquiry. So, Zandian has been alleged  
3 to reside in Las Vegas, San Diego, and now Storey County; however, Margolin has never alleged  
4 with any specificity whatsoever that any of the transactions and occurrences (on the part of Zandian,  
5 as an individual) giving rise to this action took place within the State of Nevada.

6 Margolin alleged, not in the Amended Complaint, but instead in the Opposition, that because  
7 business entities in which Zandian is a stockholder or member have had “substantial” or “continuous  
8 and systematic” contacts with the state, then Zandian himself has had sufficient contacts with the  
9 state to allow for personal jurisdiction over him in his individual capacity. *See* Opposition. This sort  
10 of reasoning is repugnant to the principles regarding stockholder immunity. *See* citation and  
11 additional argument, *infra*.

12 Margolin also alleged, not in the Amended Complaint, but instead in the Opposition, that  
13 Zandian personally owns real property in Nevada, however, none of that property is alleged to be  
14 within Carson City where the instant action is pending. Thus, this Court’s jurisdiction has no alleged  
15 contacts with Zandian in his personal capacity whatsoever. Notwithstanding, Zandian’s alleged real  
16 property ownership has no nexus whatsoever to the acts complained of in the Amended Complaint.  
17 Moreover, Margolin does not reside in Carson City, but instead in Storey County, which has its own  
18 jurisdiction.

19 In sum, two years into the action, there is nothing in the Amended Complaint that is  
20 sufficient to allow the Court to exercise personal jurisdiction over Zandian in his individual capacity.

21 **C. Plaintiff Has Not Met His Burden Regarding Specific Personal Jurisdiction.**

22 Margolin has cited McCulloch Corp. V. O’Donnell, 83 Nev. 396, 433 P.2d 839 (1967), to  
23 stand for the proposition that mere ownership in property within the forum state is adequate to allow  
24 the forum state to exercise personal jurisdiction over a non-resident defendant. In McCullough, the  
25 Court granted the non-resident defendant a writ of prohibition “to prevent the lower court from  
26 exercising further jurisdiction” after the lower court denied the defendant’s motion to dismiss.

27 Margolin highlighted in bold on of the statements in McCulloch: “In this case it must amount  
28 to owning property or doing business within this states.” In McCulloch, the ownership in a certain

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1 real property and a certain business were relevant to the Court's inquiry because the case was  
2 centered on an injury that occurred on certain real property owned by a certain business. The Court  
3 did not end its inquiry with real property ownership in the forum state. In fact, the Court stated that  
4 "[t]he mere fact of stock ownership by one corporation in another does not authorize jurisdiction  
5 over the stockholder corporation." Id. at 399. The Court also held that "[f]ormer ownership is not  
6 sufficient to impose continuing answerability to jurisdiction absent other circumstances." Id. at 398.

7 This case, unlike McCulloch, does not involve any real property. Period. Thus, Zandian's  
8 alleged ownership in real property in the forum state is irrelevant. Also, this case does not involve  
9 any business owned in sole proprietorship by Zandian. The mere fact that Zandian is a stockholder  
10 or membership in certain limited liability entities or corporations does give the Court jurisdiction  
11 over Zandian personally. In fact, such a notion regarding personal jurisdiction on this basis is  
12 specifically prohibited under the doctrine of stockholder immunity. Id. at 399 (Court explained that  
13 "[t]o hold other wise would be to disregard the principles of stockholder immunity and would further  
14 lead to the impractical result of holding stockholders of any corporation responsible in the event of  
15 an injury on corporate property").

16 **D. Margolin's Claims are Barred on the Grounds of Claim Preclusion.**

17 Margolin is correct in his assessment of the test regarding claim preclusion. *See Am. Compl.*,  
18 p. 14, ll. 19-23. The three-part test involves: (1) whether the parties or their privies are the same;  
19 (2) whether the final judgment is valid; and (3) whether subsequent action is based on the same  
20 claims or any part of them that were or could have been brought in the first case. *See Five Star*  
21 *Capital Corp. v. Ruby*, 124 Nev. 1028, 194 P.3d 709, 713 (2008).

22 The parties (or their privies) are the same. Margolin was involved in the Arizona action. Ex.  
23 29. Margolin's privy, OTG brought a cross-claim against OTC, and alleged that Zandian was  
24 involved with OTC. Id. Margolin is the plaintiff in this action. Am. Compl. Margolin is bringing  
25 claims against Zandian and OTC in this action. Id.

26 The judgment is final. Margolin attached as Exhibit "A" to the Amended Complaint a copy  
27 of the final judgment attained in the Arizona action. Am. Compl.

28 The claims or any part of them were litigated or could have been litigated in the Arizona

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1 action. *Compare* Ex. 29 and Am. Compl.

2 Thus, all three parts of the test are unequivocally satisfied, and the Court need not go any  
3 further than the matters alleged in the Amended Complaint to find the same. Period.

4 Margolin's apparent counterargument is without merit. Margolin alleges that the parties and  
5 privies are different because Margolin, agent of OTG was not the plaintiff in Arizona, but instead  
6 was a cross claimant. This argument is sufficiently self-defeating on its face without more. Margolin  
7 does not even argue whether the judgment was final in the Arizona action, and Margolin has argued  
8 that the claims could not have been brought in Arizona because they are now brought under different  
9 banners, although alleging the same transactions and occurrences. This argument too is sufficiently  
10 self-defeating without more.

11 Margolin was not required to bring a cross-claim against OTC or Zandian in the Arizona  
12 action, but he did. *See Executive Management, Ltd. v. Ticor Title Ins. Co.*, 114 Nev. 823, 834-838,  
13 963 P.2d 465, 473-475 (1998). That cross-claim has been litigated to a final judgment. Now,  
14 Margolin brings it again. The only thing preventing Margolin from bringing the same action over  
15 and over again before several different courts in several different states in which Zandian may own  
16 real property is the fact that Margolin brought a cross-claim in the Arizona action against OTC,  
17 alleging that Zandian was behind OTC, and that action is now closed by final judgment. Margolin,  
18 therefore, is done, and it is up to this Court to tell him so.

19 The Court, accordingly, is left with no other option than to dismiss the instant action based  
20 upon claim preclusion alone, notwithstanding the lack of personal jurisdiction and lack of sufficient  
21 service.

22 IV.

23 CONCLUSION.

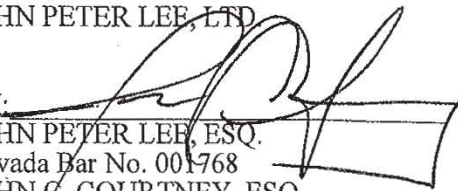
24 Whether the Court feels that Zandian should be dismissed by the instant motion to dismiss,  
25 or whether the Court deems that the instant motion has been converted to one for summary judgment  
26 has no real effect: either way, Zandian must be dismissed out of the instant action as a matter of law.  
27 Whether the Court deems that the dismissal should be on the grounds of insufficient service, lack  
28 of personal jurisdiction or claim preclusion, Zandian must be dismissed out of the action as a matter

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1 of law. Zandian hereby reserves his rights to attorney's fees and costs, as well as his right to bring  
2 a subsequent motion to dismiss, or motion for summary judgment, upon other grounds.

3 DATED this 12th day of December, 2011.

4 JOHN PETER LEE, LTD

5  
6 BY:   
7 JOHN PETER LEE, ESQ.  
8 Nevada Bar No. 001768  
9 JOHN C. COURTNEY, ESQ.  
10 Nevada Bar No. 011092  
11 830 Las Vegas Boulevard South  
12 Las Vegas, Nevada 89101  
13 Ph: (702) 382-4044/Fax: (702) 383-9950  
14 Attorneys for Defendant Reza Zandian

15 **CERTIFICATE OF MAILING**

16 I HEREBY CERTIFY that on the 12th day of December, 2011, a copy of the foregoing  
17 REPLY TO OPPOSITION TO MOTION TO DISMISS was served on the following parties by  
18 mailing a copy thereof, first class mail, postage prepaid, addressed to:

19 Adam McMillen, Esq.  
20 Watson Rounds  
21 5371 Kietzke Lane  
22 Reno, NV 89511

23   
24 An employee of  
25 JOHN PETER LEE, LTD.

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*

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2013 JUN 27 PM 3:22  
ALAN GLOVER  
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BY V. Alegria  
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7 **In The First Judicial District Court of the State of Nevada**  
8 **In and for Carson City**

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

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

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

21 TO: All parties:  
22 **PLEASE TAKE NOTICE** that on June 24, 2013 the Court entered a Default  
23 Judgment in the above-referenced matter for Plaintiff and against Defendant Zandian and  
24 Defendants Optima Technology Corporation, a Nevada corporation and Optima Technology  
25 Corporation, a California Corporation. Attached as Exhibit 1 is a true and correct copy of such  
26 ///  
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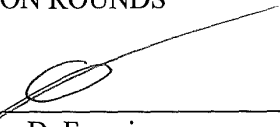
Default Judgment.

**Affirmation Pursuant to NRS 239B.030**

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

DATED: June 26, 2013.

WATSON ROUNDS

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

Attorneys for Plaintiff Jed Margolin

1 **CERTIFICATE OF SERVICE**

2 Pursuant to 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 Almanzora  
14 Newport Beach, CA 92657-1613

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

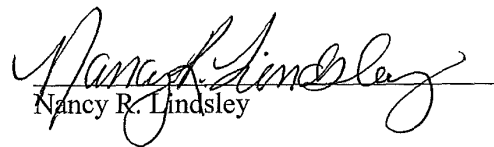
18 Optima Technology Corp.  
19 A California corporation  
20 8401 Bonita Downs Road  
21 Fair Oaks, CA 95628

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

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

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

Dated: June 26, 2013.

  
Nancy R. Lindsley

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

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ALAN GLOVER  
C. ERVEN  
BY \_\_\_\_\_ CLERK  
DEPUTY

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

9 JED MARGOLIN, an individual,

10 Plaintiff,

11 vs.

12 OPTIMA TECHNOLOGY CORPORATION,  
13 a California corporation, OPTIMA  
TECHNOLOGY CORPORATION, a Nevada  
14 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       \\\

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

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DISTRICT COURT JUDGE

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*Attorneys for Plaintiff Jed Margolin*

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

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

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

**MOTION FOR JUDGMENT DEBTOR**  
**EXAMINATION AND TO PRODUCE**  
**DOCUMENTS**

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

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

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

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

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

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

Dated this 11<sup>th</sup> day of December, 2013.      Respectfully submitted,

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



1 POINTS AND AUTHORITIES

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

4 NRCP 69(a).

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

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

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

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

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

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

1 Reza Zandian  
2 8775 Costa Verde Blvd, Apt. 501  
3 San Diego, CA 92122

4 Alborz Zandian  
5 9 Almanzora  
6 Newport Beach, CA 92657-1613

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

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

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

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

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

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

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

32 Under Nevada procedure, Mr. Margolin is entitled to a debtor examination. NRS  
33 21.270 states that "a judgment creditor, at any time after the judgment is entered, is entitled to  
34 an order from the judge of the court requiring the judgment debtor to appear and answer upon  
35 oath or affirmation concerning his or her property" at an examination either before 1) the judge

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

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

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

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

23 Also, in an unrelated lawsuit, Zandian was deposed on June 23, 2010, and in that  
24 deposition he refused to provide his address or his driver's license for identification. *See*  
25 Exhibit 5. He was only willing to state that he was a resident of the State of California and  
26 that he lived in San Diego for the last seven years. *See* Exhibit 5 at 10:17-18, 13:18-24.<sup>1</sup>

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

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

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

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

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

21 **D. Conclusion**

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

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

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

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DECLARATION

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

Dated this 11<sup>th</sup> day of December, 2013.

BY: 

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

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on  
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true  
4 and correct copy of the foregoing document, **MOTION FOR JUDGMENT DEBTOR**  
5 **EXAMINATION AND TO PRODUCE DOCUMENTS**, addressed as follows:

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

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

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

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

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

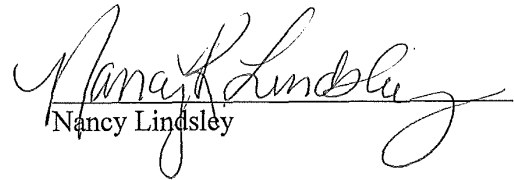
Optima Technology Corp.  
A Nevada corporation  
8775 Costa Verde Blvd. #501  
San Diego, CA 92122

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

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

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

20 Dated: December 11, 2013

21   
22 Nancy Lindsley

INDEX OF EXHIBITS

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

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# Exhibit 1

# Exhibit 1





**HAWKINSMELENDREZ**  
ATTORNEYS AT LAW

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

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

December 6, 2013

Via U.S. Mail & Facsimile

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

RE: *Jed Margolin v. Optima Technology Corporation et.al (Case No. 090C00579  
1B)*

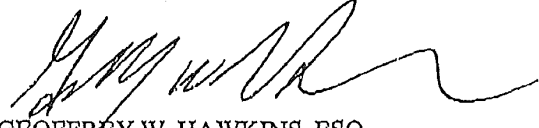
Dear Mr. McMillen,

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

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

Very truly yours,

HAWKINS MELENDREZ, P.C.



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

GWH/mam

**HAWKINS MELENDREZ, P.C.**

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

**Fax**

TO: WATSON ROUNDS

FROM: Lauren Kidd

ATT: Adam P. McMillan, Esq.

PAGES: Two (2) including cover.

FAX: 702-318-8801

FAX: 775-333-8171

PHONE: 702-318-8800

Re: Margolin v. Optima Technology ; Case No.: 090Coo579 1B

COMMENTS:

**Please see attached correspondence.**

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

# Exhibit 2

# Exhibit 2

DOC # 489610

04/11/2012 12:39 PM

Official Record

Requested By  
STATE OF NEVADA

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 10 Fee:

Recorded By: DLW RPTT:

513B

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

AFTER RECORDING RETURN  
TO:

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

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

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



UNOFFICIAL COPY

TEMPORARY EASEMENT DEED

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

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



489610

04/11/2012  
002 of 10

WITNESSETH:

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

Parcel: U-050-LY-019.717TE

COMMENCING at a Notched Rock with 1/4 etched on the west side, accepted as being the east quarter corner of Section 1, T. 17 N., R. 23 E., M.D.M., shown and delineated as a "FD. STONE WITH SCRIBED '1/4' IN ROCK MOUND" on that certain MERGER AND RESUBDIVISION PARCEL MAP FOR SULLIVAN/CROSBY TRUST, filed for record on June 30, 2010, as File No. 461442, in the Official Records of Lyon County, Nevada; thence N. 89°48'30" W., along the east-west quarter section line of said Section 1, a distance of 5,262.29 feet (N. 89°48'33" W. - 5,263.58 feet, per said PARCEL MAP), to a 2" Iron Pipe with nail and tag stamped "LS 1635", accepted as being the west quarter corner of said Section 1, shown and delineated as a "FD. 2" IRON PIPE TAGGED "LS 1635" on said PARCEL MAP; thence S. 60°06'34" W. a distance of 9,029.72 feet to the POINT OF BEGINNING; said point of beginning further described as being the intersection of the right or southeasterly right-of-way line of US-50 with the north-south quarter section line of said Section 10, 183.00 feet right of and measured at right angles to the centerline of US-50 at Highway Engineer's Station "X2" 1095+83.53 P.O.T.; thence N. 65°09'38" E., along said southeasterly right-of-way line, a distance of 16.48 feet; thence S. 24°50'22" E. a distance of 30.50 feet; thence S. 65°09'38" W. a distance of 39.59 feet to said north-south quarter section line; thence N. 0°02'13" W., along said quarter section line, a distance of 55.08 feet to the point of beginning; said parcel contains an area of 1,402 square feet (0.03 of an acre).

Parcel: U-050-LY-019.752TE

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



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04/11/2012  
003 of 10

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

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

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

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

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

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

REZA ZANDIAN AND NILOOFAR FOUGHANI, HUSBAND AND WIFE

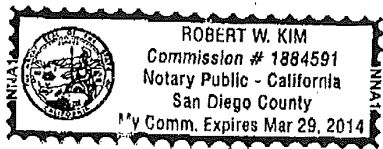
BY: [Signature]  
Reza Zandian

BY: [Signature]  
Niloofer Foughani

State of CALIFORNIA  
County of SAN DIEGO

This instrument was acknowledged before me on 10<sup>th</sup> day of JAN 2012 by Reza Zandian.

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[Signature]  
Notary

UNOFFICIAL COPY!!



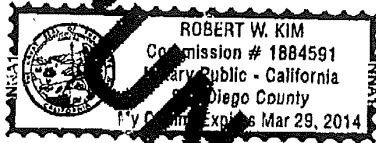
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04/11/2012  
004 of 10

State of CALIFORNIA  
County of SAN DIEGO

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

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[Signature]  
Notary

ELIAS ABRISHAMI AND MINOO ABRISHAMI, HUSBAND AND WIFE

BY: \_\_\_\_\_  
Elias Abrishami

BY: \_\_\_\_\_  
Minoo Abrishami

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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Notary

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

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04/11/2012  
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State of \_\_\_\_\_  
County of \_\_\_\_\_

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Notary

ELIAS ABRISHAMI AND MINOO ABRISHAMI, HUSBAND AND WIFE

BY: Elias Abrishami  
Elias Abrishami

BY: Minoo Abrishami  
Minoo Abrishami

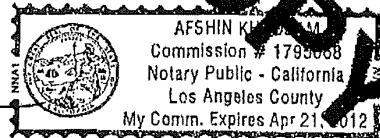
State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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State of California, County of Los Angeles  
On Feb 2, 2012 before me, AFSHIN KHODDAM  
Notary Public, personally appeared ELIAS ABRISHAMI  
who proved to me on the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the  
State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

\_\_\_\_\_  
Notary



State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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State of California, County of Los Angeles  
On Feb 2, 2012 before me, AFSHIN KHODDAM  
Notary Public, personally appeared Minoo Abrishami  
who proved to me on the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the  
State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

\_\_\_\_\_  
Notary







489610

04/11/2012  
006 of 10

ENAYAT ABRISHAMI AND NAIMA ABRISHAMI, HUSBAND AND WIFE

BY: Enayat Abrishami  
Enayat Abrishami

BY: Naima Abrishami  
Naima Abrishami

State of California  
County of Los Angeles

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

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

Fahimeh Zomorodian  
Notary



State of California  
County of Los Angeles

This instrument was acknowledged before me on 11<sup>th</sup> day of Jan, 2012 by Naima Abrishami.

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

Fahimeh Zomorodian  
Notary



EAGLES NEST LLC, A California Limited Liability Company

BY: Bahman Tamjidi



489610

04/11/2012  
007 of 10

EAGLES NEST LLC, A California Limited Liability Company

BY: *B. Tamjidi*  
Bahman Tamjidi

State of CA  
County of \_\_\_\_\_

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

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*See the attachment NOTARY*  
Notary

JOHNATHON FAYEGHI, AN UNMARRIED MAN

BY: \_\_\_\_\_  
Johnathon Fayeghi

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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Notary



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04/11/2012  
008 of 10

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On Feb. 1st. 2012 before me, Sharouna Daniali Farzam, Notary Public

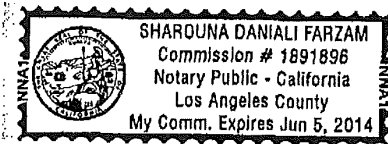
personally appeared Bahman Tamjidi

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

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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Temporary Easement deed

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

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

UNOFFICIAL COPY!



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04/11/2012  
009 of 10

EAGLES NEST LLC, A California Limited Liability Company

BY: Bahman Tamjidi

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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Notary

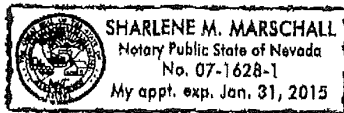
JOHNATHON FAYEGHI, AN UNMARRIED MAN

BY: Johnathon Fayeghi

State of Nevada  
County of Clark

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

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Sharlene M. Marschall  
Notary



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04/11/2012  
010 of 10

RASHAD AND REEM EL-SABAWI FAMILY TRUST

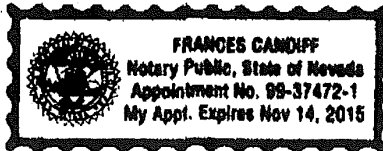
BY: [Signature]  
Rashad El-Sabawi

BY: [Signature]  
Reem El-Sabawi

State of Nevada  
County of Clark

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

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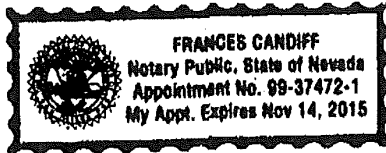


[Signature]  
Notary

State of Nevada  
County of Clark

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

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[Signature]  
Notary

UNOFFICIAL COPY!

# Exhibit 3

# Exhibit 3

**Optima Technology Corporation**

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

December 5, 2007

United States Patent Office  
Patent Assignment Department

Fax: 571-273-0140

Subject: Assignment of Patents

Dear Sir,

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

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

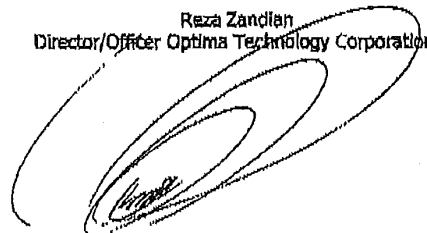
to be assigned to Optima Technology Corporation a Nevada Corporation with the Address:

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

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

Truly Yours

Reza Zandian  
Director/Officer Optima Technology Corporation



# Exhibit 4

# Exhibit 4



\*\*\* THIS IS AN UNOFFICIAL COPY \*\*\*



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07/31/2008  
002 of 20

Handwritten initials: RS

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

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

**1. RECITALS**

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

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

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

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

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

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07/31/2008  
009 of 20

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

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

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

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

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

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07/31/2008  
004 of 20

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

**2. TERMS OF AGREEMENT**

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

**2.1 Wendover Project, LLC**

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

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

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

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

RK



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07/31/2008  
005 of 20

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

## 2. TERMS OF AGREEMENT

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

### 2.1 Wendover Project, LLC

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

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

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

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



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

**2. TERMS OF AGREEMENT**

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

**2.1 Wendover Project, LLC**

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

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

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

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

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007 of 20

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

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

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

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

Rk.

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07/31/2008  
008 of 20

## 2.2 Big Springs Ranch, LLC

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

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

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

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**2.2 Big Springs Ranch, LLC**

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

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

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

R.K.



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07/31/2008  
010 of 20

## 2.2 Big Springs Ranch, LLC

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

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

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

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07/31/2008  
011 of 20

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

**2.3 The Sparks 320 acres**

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

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

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

**2.4 The Pah Rah Property**

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

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07/31/2008  
012 of 20

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

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

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

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

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

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

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07/31/2008  
013 of 20

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

2.7 Zandian shall dismiss the Litigation with prejudice.

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

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

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

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07/31/2008  
014 of 20

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

**3. ATTORNEYS= FEES**

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

**4. ENTIRE AGREEMENT**

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

**5. APPLICABLE LAW**

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

Rx.

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

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

**6. BENEFIT**

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

**7. COUNTERPARTS**

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

**8. MUTUAL WARRANTIES**

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

RK.

(F)

*[Handwritten initials]*  
NS

*[Handwritten initials]*

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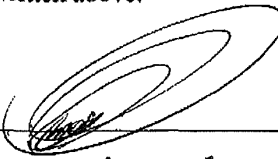



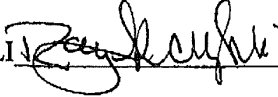

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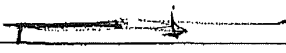

07/31/2008  
016 of 20


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

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



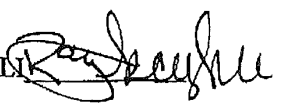
REZA ZANDIAN  WIFE 

RAY KOROGHLI  WIFE 

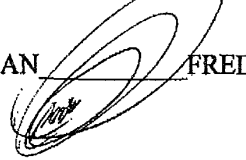
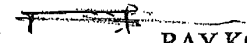

FRED SADRI  WIFE 

STAR LIVING TRUST  "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

Handwritten circled number 3

Handwritten initials and the number 406





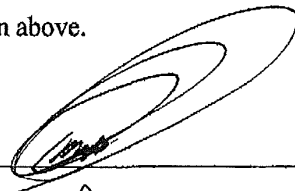
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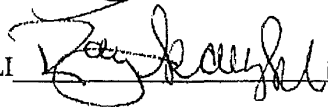
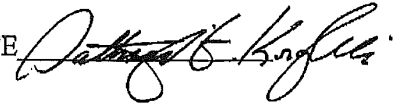
07/31/2008  
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102

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REZA ZANDIAN  WIFE \_\_\_\_\_

RAY KOROGHLI  WIFE 

FRED SADRI \_\_\_\_\_ WIFE \_\_\_\_\_

STAR LIVING TRUST \_\_\_\_\_ "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI \_\_\_\_\_ RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI \_\_\_\_\_ RAY KOROGHLI 

R.K





600899

07/31/2008  
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NEVADA LAND & WATER RIGHTS LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN

FRED SADRI

RAY KOROGHLI

JOHN PETER LEE ESQ

only as to the provisions of Paragraph 2.5 above

③

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**NOTICES**

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

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

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

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

**ACKNOWLEDGED BY:**

FRED SADRI

Date

6/19/08

REZA ZANDIAN

Date

  
RAY KOROGHLI

Date

6-19-08

409



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07/31/2008  
020 of 20

**NOTICES**

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8775 Coasta Verde Blvd., No. 501  
San Diego, CA 92122

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

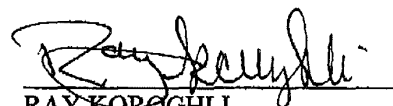
**ACKNOWLEDGED BY:**

  
FRED SADRI

JUNE 24 2008  
Date

  
REZA ZANDIAN

6/19/08  
Date

  
RAY KOROGHLI

6-19-08  
Date

# Exhibit 5

# Exhibit 5

# Fronteer Development v. Big Spring Ranch; et al

Condensed Transcript of the Deposition of

Reza Zandian

June 23, 2010

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

Page 1	<p>Case No. CV-C-10-191 Dept. No. 2</p> <p>FOURTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF ELKO</p> <p>FRONTIER DEVELOPMENT (USA) INC.,</p> <p style="padding-left: 40px;">Plaintiff,</p> <p>vs.</p> <p>BIG SPRING RANCH, LLC; STAR LIVING TRUST; FARIBORZ FRED SADRI, as Trustee of STAR LIVING TRUST; FARIBORZ FRED SADRI, an individual; ELIAS ABRISHAMI; RAY KOROGHLI; GHOLAMREZA ZANDIAN JAZI, aka REZA ZANDIAN; JERRY GOODWIN; BLACK STONE MINERALS COMPANY, L.P.; DIXIE VALLEY CATTLE, LLC; and all other persons unknown claiming any right, title, estate, lien or interest in the real property described in the complaint, Defendants. AND RELATED ACTION.</p> <hr/> <p>VIDEOTAPED (30)(b)(6) DEPOSITION OF BIG SPRING RANCH, LLC REZA ZANDIAN Wednesday, June 23, 2010 Reno, Nevada</p> <p>Reported By: PEGGY B. HOOGS, CCR #160, RDR, CRR CALIFORNIA CSR #5958</p>	Page 3
Page 2	<p>1 -oOo- APPEARANCES -oOo-</p> <p>2</p> <p>3 FOR THE PLAINTIFF/COUNTERDEFENDANTS:</p> <p>4 LIONEL SAWYER &amp; COLLINS By: LAURA K. GRANIER, ESQ. 5 50 West Liberty Street, 11th Floor Reno, Nevada 89501</p> <p>6</p> <p>7</p> <p>8 FOR THE DEFENDANTS FARIBORZ FRED SADRI, an individual; ELIAS ABRISHAMI; RAY KOROGHLI; GHOLAMREZA ZANDIAN JAZI, aka REZA ZANDIAN; BLACK STONE MINERALS COMPANY, L.P.;</p> <p>9 DIXIE VALLEY CATTLE, LLC and DEFENDANTS/COUNTERCLAIMANTS BIG SPRING RANCH, LLC; STAR LIVING TRUST; FARIBORZ FRED 10 SADRI, as Trustee of STAR LIVING TRUST: 11 LAW OFFICES OF KERMIT L. WATERS By: JAMES J. LEAVITT, ESQ. 12 704 South Ninth Street Las Vegas, Nevada 89101</p> <p>13</p> <p>14</p> <p>15 FOR THE DEFENDANT JERRY GOODWIN: PRESENT TELEPHONICALLY 16 HILL, JOHNSON &amp; SCHMUTZ By: J. BRYAN QUESENBERY 17 4844 North 300 West, Suite 300 Provo, Utah, 84604</p> <p>18</p> <p>19</p> <p>20 VIDEOGRAPHER: 21 JEFF WALDIE</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	Page 4

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10	3 Letter, undated, from Reza Zandian to James Lydie, International Royalty Corp	183
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12	5 Grant, Bargain, and Sale Deed dated 12/29/03	201
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14	6 Grant, Bargain, and Sale Deed to Joint Tenants dated 10/18/46	217
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1 (Pages 1 to 4)

Peggy Hoogs & Associates  
(775) 327-4460

1 Case No. 09 0C 00579 1B

2 Dept. No. I

REC'D & FILED

2014 JAN 13 PM 4:16

ALAN GLOVER

G. Cooper

5 In The First Judicial District Court of the State of Nevada

6 In and for Carson City

7 JED MARGOLIN, an individual,

8 Plaintiff,

9 vs.

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

21 Defendants.

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
DEBTOR EXAMINATION AND  
TO PRODUCE DOCUMENTS**

19 This matter comes before the Court on Plaintiff JED MARGOLIN's Motion for Debtor  
20 Examination and to Produce Documents, filed on December 11, 2013.

21 The Court finds that Defendants have not opposed the Motion for Debtor Examination  
22 and to Produce Documents. The non-opposition by Defendants to Plaintiff's Motion constitutes  
23 a consent to the granting of the motion.

24 The Court finds good cause exists to grant Plaintiff's Motion for Debtor Examination  
25 and to Produce Documents.

26 ///

27 ///

28 ///



1 NOW, THEREFORE, **IT HEREBY IS ORDERED** as follows:

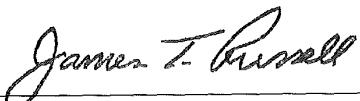
2 1. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI  
3 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka  
4 GHONONREZA ZANDIAN JAZI is hereby ordered to appear before the Court and answer  
5 upon oath or affirmation concerning Defendant's property at a Judgment Debtor Examination  
6 under the authority of a Judge of the Court on the following date February 11, 2014 @ 9:00<sup>am</sup>; and,

7 2. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI  
8 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka  
9 GHONONREZA ZANDIAN JAZI is hereby ordered to produce to Mr. Margolin's counsel at  
10 least one week prior to the Judgment Debtor Examination, so that counsel may effectively  
11 review and question Zandian regarding the documents, all information and documents  
12 identifying, related to, and/or comprising the following:

- 13
- 14 a. Any and all information and documentation identifying real property, computers,  
15 cell phones, intellectual property, vehicles, brokerage accounts, bank deposits and  
16 all other assets that may be available for execution to satisfy the Judgment entered  
17 by the Court, including, but not limited to, information relating to financial  
18 accounts, monies owed to Zandian by others, etc.
  - 19 b. Documents sufficient to show Zandian's balance sheet for each month for the years  
20 2007 to the present.
  - 21 c. Documents sufficient to show Zandian's gross revenues for each month for the  
22 years 2007 to the present.
  - 23 d. Documents sufficient to show Zandian's costs and expenses for each month for the  
24 years 2007 to the present.
  - 25 e. All tax returns filed by Zandian with any governmental body for the years 2007 to  
26 the present, including all schedules, W-2's and 1099's.
- 27  
28

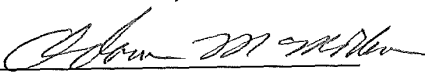
- 1 f. All of Zandian's accounting records, computerized electronic and/or printed on  
2 paper format for the years 2007 to the present.
- 3 g. All of Zandian's statements, cancelled checks and related banking documents for  
4 any bank, brokerage or other financial account at least partially controlled by  
5 Zandian, or recorded in the name of Zandian or for Zandian's benefit, for the years  
6 2007 to the present.
- 7 h. All of Zandian's checkbooks, checkbook stubs and checkbook entries for the years  
8 2007 to the present.
- 9 i. Documents sufficient to show the means and source of payment of Zandian's  
10 current residence and any other residence for the years 2007 to the present.
- 11 j. Documents sufficient to show the means and source of payment of Zandian's  
12 counsel in this matter.
- 13 k. Any settlement agreements by which another party has agreed to pay money to  
14 Zandian.

15 DATED: This 13<sup>th</sup> day of January, 2014.

16   
17 \_\_\_\_\_  
18 JAMES T. RUSSELL  
DISTRICT COURT JUDGE

19 Respectfully submitted by,

20 WATSON ROUNDS, P.C.

21 By:   
22 Adam P. McMillen, Esquire  
23 Nevada Bar No. 10678  
5371 Kietzke Lane  
24 Reno, NV 89511  
Telephone: (775) 324-4100  
25 Facsimile: (775) 333-8171  
Email: amcmillen@watsonrounds.com  
26 Attorney for Plaintiff

1 CERTIFICATE OF SERVICE

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

6 Geoffrey W. Hawkins, Esquire  
7 Johnathon Fayeghi, Esquire  
8 Hawkins Melendrez, P.C.  
9 9555 Hillwood Drive, Suite 150  
10 Las Vegas, Nevada 89134

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

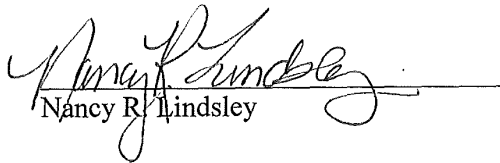
14 Optima Technology Corp.  
15 A California corporation  
16 8401 Bonita Downs Road  
17 Fair Oaks, CA 95628

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

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

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

Dated: January 9<sup>th</sup>, 2014

  
Nancy R. Lindsley