

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant,

us.

JED MARGOLIN, AN INDIVIDUAL,

Respondent.

**Nevada Supreme Court
Case No. 65960**

APPEAL

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

JOINT APPENDIX

VOLUME I

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Attorneys for Appellant, Reza Zandian

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

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

vs.

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

Nevada Supreme Court Case Number: 65960

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1 Case No.: 09 OC 00579 1B

2 Dept. No.: I

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

8
9 JED MARGOLIN, an individual,

10 Plaintiff,

11 vs.

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

23 Defendants.

24
25
26 **COMPLAINT**

(Exemption From Arbitration Requested)

27 Plaintiff, JED MARGOLIN ("Mr. Margolin"), by and through his counsel of record,
28 WATSON ROUNDS, and for his Complaint against Defendants, hereby alleges and complains
as follows:

The Parties

1. Plaintiff Mr. Margolin is an individual residing in Storey County, Nevada.
2. On information and belief, Defendant Optima Technology Corporation is a

1 California corporation with its principal place of business in Irvine, California.

2 3. On information and belief, Defendant Optima Technology Corporation is a
3 Nevada corporation with its principal place of business in Las Vegas, Nevada.

4 4. On information and belief, Defendant Reza Zandian, aka Golamreza Zandianjazi,
5 aka Golamreza Zandianjazi, aka Gholam Reza Zandian, aka Reza Jazi, aka J. Reza Jazi, aka G.
6 Reza Jazi, aka Ghononreza Zandian Jazi (collectively "Zandian"), is an individual who at all
7 relevant times resided in San Diego, California or Las Vegas, Nevada.

8 5. On information and belief, Defendant Optima Technology Corporation, the
9 Nevada corporation ("OTC—Nevada") is a wholly owned subsidiary of Optima Technology
10 Corporation, the California corporation ("OTC—California"), and Defendant Zandian at all
11 relevant times served as officers of the OTC—California and OTC—Nevada.
12

13 6. Mr. Margolin believes, and therefore alleges, that at all times herein mentioned,
14 each of the Defendants was the agent, servant or employee of each of the other Defendant and at
15 all times was acting within the course and scope of said agency and/or employment and that each
16 Defendant is liable to Mr. Margolin for the reasons and the facts herein alleged. Relief is sought
17 herein against each and all of the Defendants jointly and severally, as well as its or their agents,
18 assistants, successors, employees and all persons acting in concert or cooperation with them or at
19 their direction. Mr. Margolin will amend his Complaint when such additional persons acting in
20 concert or cooperation are ascertained.
21

22 **Jurisdiction and Venue**

23
24 7. Pursuant to the Nevada Constitution, Article 6, Section 6, the district courts of the
25 State of Nevada have original jurisdiction in all cases excluded by law from the original
26 jurisdiction of the justice courts. This case involves tort claims in an amount in excess of the
27 jurisdictional limitation of the justice courts and, accordingly, jurisdiction is proper in the district
28 court.

1 16. Upon discovery of the fraudulent filing, Mr. Margolin: (a) filed a report with the
2 Storey County Sheriff's Department; (b) took action to regain record title to the '488 and '436
3 Patents that he legally owned; and (c) assisted OTG in regaining record title of the '073 and '724
4 Patents that it legally owned and upon which it contracted with Mr. Margolin for royalties.

5 17. Soon thereafter, Mr. Margolin and OTG were named as defendants in an action
6 for declaratory relief regarding non-infringement of the '073 and '724 Patents in the United
7 States District Court for the District of Arizona, in a case titled: *Universal Avionics Systems*
8 *Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the "Arizona
9 Action"). In the Arizona Action, Mr. Margolin and OTG filed a cross-claim for declaratory
10 relief against Zandian in order to obtain legal title to their respective patents.
11

12 18. On August 18, 2008, the United States District Court for the District of Arizona
13 entered a final judgment in favor of Mr. Margolin and OTG on their declaratory relief action, and
14 ordered that OTC had no interest in the '073 or '724 Patents, and that the assignment documents
15 filed with the USPTO were "forged, invalid, void, of no force and effect." Attached as Exhibit A
16 is a copy of the Order from the United States District Court in the Arizona Action.
17

18 19. Due to Defendants' fraudulent acts, title to the Patents was clouded and interfered
19 with Plaintiff's and OTG's ability to license the Patents.

20 20. During the period of time Mr. Margolin worked to correct record title of the
21 Patents in the Arizona Action and with the USPTO, he incurred significant litigation and other
22 costs associated with those efforts.
23

24 **Claim 1--Conversion**
 (Against All Defendants)

25 21. Paragraphs 1-20 of the Complaint set forth above are incorporated herein by
26 reference.

27 22. Through the fraudulent acts described above, Defendants wrongfully exerted
28 dominion over the Patents, thereby depriving Mr. Margolin of the use of such property.

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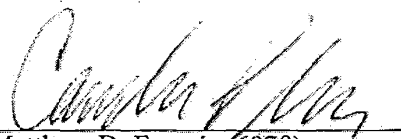
WHEREFORE, Plaintiff Jed Margolin, prays for judgment against the Defendants as follows:

1. That Plaintiff be awarded damages for Defendants' tortious conduct;
2. That Plaintiff be awarded damages for Defendants' unjust enrichment;
3. That Plaintiff be awarded damages for Defendants' commission of unfair and deceptive trade practices, in an amount to be proven at trial, with said damages being trebled pursuant to NRS 598.0999;
4. That Plaintiff be awarded actual, consequential, future, and punitive damages of whatever type or nature;
5. That the Court award all such further relief that it deems just and proper.

AFFIRMATION

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

DATED: December 10, 2009

WATSON ROUNDS

Matthew D. Francis (6978)
Cassandra P. Joseph (9845)
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511
Telephone: 775-324-4100
Facsimile: 775-333-8171

Attorneys for Plaintiff Jed Margolin

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS CORPORATION,

Plaintiff,

vs.

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

Defendants.

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

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS CORPORATION, an Arizona corporation,

Counterdefendant,

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

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY CORPORATION,

Cross-Defendant.

No. CV 07-588-TUC-RCC

ORDER

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

4 Therefore, IT IS HEREBY ORDERED:

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

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

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

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

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

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

19 DATED this 18th day of August, 2008.

20
21
22


23 Raner C. Collins
24 United States District Judge
25
26
27
28

ORIGINAL

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

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ALAN GLOVER
BY CLERK
DEPUTY

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

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

Case No.: 090C00579 1B

Dept. No.: 1

AMENDED COMPLAINT
(Exemption From Arbitration Requested)

27 Plaintiff, JED MARGOLIN ("Mr. Margolin"), by and through his counsel of record,
28 WATSON ROUNDS, and for his Complaint against Defendants, hereby alleges and complains
as follows:

The Parties

1. Plaintiff Mr. Margolin is an individual residing in Storey County, Nevada.
2. On information and belief, Defendant Optima Technology Corporation is a California corporation with its principal place of business in Irvine, California.

1 Facts

2 9. Plaintiff Mr. Margolin is the named inventor on numerous patents and patent
3 applications, including United States Patent No. 5,566,073 ("the '073 Patent"), United States
4 Patent No. 5,904,724 ("the '724 Patent"), United States Patent No. 5,978,488 ("the '488
5 Patent") and United States Patent No. 6,377,436 ("the '436 Patent") (collectively "the Patents").

6 10. Mr. Margolin is the legal owner and owner of record for the '488 and '436
7 Patents, and has never assigned those patents.

8 11. In July 2004, Mr. Margolin granted to Optima Technology Group ("OTG"), a
9 Cayman Islands Corporation specializing in aerospace technology, a Power of Attorney
10 regarding the '073 and '724 Patents. In exchange for the Power of Attorney, OTG agreed to
11 pay Mr. Margolin royalties based on OTG's licensing of the '073 and '724 Patents.

12 12. In May 2006, OTG and Mr. Margolin licensed the '073 and '724 Patents to
13 Geneva Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to the royalty
14 agreement between Mr. Margolin and OTG.

15 13. On about July 20, 2004, Mr. Margolin assigned the '073 and '724 Patents to
16 OTG.

17 14. In about November 2007, OTG licensed the '073 Patent to Honeywell
18 International, Inc., and Mr. Margolin received a royalty payment pursuant to the royalty
19 agreement between Mr. Margolin and OTG.

20 15. In December 2007, Defendant Zandian filed with the U.S. Patent and Trademark
21 Office ("USPTO") fraudulent assignment documents allegedly assigning all four of the Patents
22 to Optima Technology Corporation.

23 16. Upon discovery of the fraudulent filing, Mr. Margolin: (a) filed a report with the
24 Storey County Sheriff's Department; (b) took action to regain record title to the '488 and '436
25 Patents that he legally owned; and (c) assisted OTG in regaining record title of the '073 and
26 '724 Patents that it legally owned and upon which it contracted with Mr. Margolin for royalties.

27 17. Shortly before this, Mr. Margolin and OTG had been named as defendants in an
28 action for declaratory relief regarding non-infringement of the '073 and '724 Patents in the

1 United States District Court for the District of Arizona, in a case titled: *Universal Avionics*
2 *Systems Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the
3 "Arizona Action"). In the Arizona Action, Mr. Margolin and OTG filed a cross-claim for
4 declaratory relief against Optima Technology Corporation (Zandian) in order to obtain legal
5 title to their respective patents.

6 18. On August 18, 2008, the United States District Court for the District of Arizona
7 entered a final judgment in favor of Mr. Margolin and OTG on their declaratory relief action,
8 and ordered that OTC—California and OTC—Nevada had no interest in the '073 or '724
9 Patents, that the assignment documents filed by Zandian with the USPTO were "forged, invalid,
10 void, of no force and effect," that the USPTO was to correct its records with respect to any
11 claim by OTC to the Patents and/or the Power of Attorney, and that OTC was enjoined from
12 asserting further rights or interests in the Patents and/or Power of Attorney. Attached as Exhibit
13 A is a copy of the Order from the United States District Court in the Arizona Action.

14 19. Due to Defendants' fraudulent acts, title to the Patents was clouded and
15 interfered with Plaintiff's and OTG's ability to license the Patents.

16 20. During the period of time Mr. Margolin worked to correct record title of the
17 Patents in the Arizona Action and with the USPTO, he incurred significant litigation and other
18 costs associated with those efforts.

19 **Claim 1—Conversion**
20 **(Against All Defendants)**

21 21. Paragraphs 1-20 of the Complaint set forth above are incorporated herein by
22 reference.

23 22. Through the fraudulent acts described above, Defendants wrongfully exerted
24 dominion over the Patents, thereby depriving Mr. Margolin of the use of such property.

25 23. The Patents and the royalties due Mr. Margolin under the Patents were the
26 personal property of Mr. Margolin.

27 24. As a direct and proximate result of the Defendants' conversion, Mr. Margolin
28 has suffered damages in excess of ten thousand dollars (\$10,000), entitling him to the relief set

1 forth below.

2 **Claim 2—Tortious Interference With Contract**
3 **(Against All Defendants)**

4 25. Paragraphs 1-24 of the Complaint set forth above are incorporated herein by
5 reference.

6 26. Mr. Margolin was a party to a valid contract with OTG for the payment of
7 royalties based on the license of the '073 and '724 Patents.

8 27. Defendants were aware of Mr. Margolin's contract with OTG.

9 28. Defendants committed intentional acts intended and designed to disrupt and
10 interfere with the contractual relationship between Mr. Margolin and OTG.

11 29. As a result of the acts of Defendants, Mr. Margolin's contract with OTG was
12 actually interfered with and disrupted.

13 30. As a direct and proximate result of the Defendants' tortious interference with
14 contract, Mr. Margolin has suffered damages in excess of ten thousand dollars (\$10,000),
15 entitling him to the relief set forth below.

16 **Claim 3—Intentional Interference with Prospective Economic Advantage**
17 **(Against All Defendants)**

18 31. Paragraphs 1-30 of the Complaint set forth above are incorporated herein by
19 reference.

20 32. Defendants were aware of Mr. Margolin's prospective business relations with
21 licensees of the Patents.

22 33. Defendants purposely, willfully and improperly attempted to induce Mr.
23 Margolin's prospective licensees to refrain from engaging in business with Mr. Margolin.

24 34. The foregoing actions by Defendants interfered with the business relationships of
25 Mr. Margolin, and were done intentionally and occurred without consent or authority of Mr.
26 Margolin.

27 35. As a direct and proximate result of the Defendants' tortious interference, Mr.
28 Margolin has suffered damages in excess of ten thousand dollars (\$10,000), entitling him to the
relief set forth below.

1 Claim 4—Unjust Enrichment
2 (Against All Defendants)

3 36. Paragraphs 1-35 of the Complaint set forth above are incorporated herein by
4 reference.

5 37. Defendants wrongfully obtained record title to the Patents.

6 38. Defendants were aware that record title to the Patents was valuable, and were
7 aware of the benefit derived from having record title.

8 39. Defendants unjustly benefitted from the use of Mr. Margolin's property without
9 compensation to Mr. Margolin.

10 40. As a direct and proximate result of Defendants' aforementioned acts, Mr.
11 Margolin is entitled to equitable relief.

12 Claim 5—Unfair and Deceptive Trade Practices
13 (Against All Defendants)

14 41. Paragraphs 1-40 of the Complaint set forth above are incorporated herein by
15 reference.

16 42. The Defendants, engaging in the acts and conduct described above, have
17 knowingly and willfully committed unfair and deceptive trade practices under NRS 598.0915 by
18 making false representations.

19 43. As a direct and proximate result of the Defendants' unfair and deceptive trade
20 practices, Mr. Margolin has suffered damages in excess of ten thousand dollars (\$10,000),
21 entitling him to the relief set forth below.

22 WHEREFORE, Plaintiff Jed Margolin, prays for judgment against the Defendants as
23 follows:

- 24 1. That Plaintiff be awarded damages for Defendants' tortious conduct;
25 2. That Plaintiff be awarded damages for Defendants' unjust enrichment;
26 3. That Plaintiff be awarded damages for Defendants' commission of unfair and
27 deceptive trade practices, in an amount to be proven at trial, with said damages being trebled
28 pursuant to NRS 598.0999;


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CERTIFICATE OF SERVICE

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

John Peter Lee
John Peter Lee, Ltd.
830 Las Vegas Blvd. South
Las Vegas, NV 89101

Dated: August 11, 2011



Carla Ousby

ORIGINAL

REC'D & FILED ✓

No. 090C00579 1B

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Dept No. 1

ALAN GLOVER

BY *[Signature]* CLERK
DEPUTY

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

JED MARGOLIN, an individual,
Plaintiff,

v.

Add 1
SUMMONS on
Amended
Complaint

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 CHONONREZA ZANDIAN JAZI, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30,
Defendants. /

THE STATE OF NEVADA SENDS GREETINGS TO: REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka CHONONREZA ZANDIAN JAZI

NOTICE! YOU HAVE BEEN SUED. THIS ACTION IS BROUGHT TO RECOVER DAMAGES AS A RESULT OF THE DEFENDANTS' FRAUDULENT ASSIGNMENT OF DOCUMENTS RELATING TO PATENT NO.'S 5,566,073, 5,904,724 AND 5,978,488 AS MORE FULLY STATED IN THE COMPLAINT. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT: A civil complaint or petition has been filed by the plaintiff(s) against you.

1. If you wish to defend this lawsuit, you must, within 20 days after this summons is served on you, exclusive of the day of service, file with the Clerk of the Court a written pleading in response to this Complaint.
2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the complaint*, which could result in the taking of money or property or the relief requested in the Complaint.
3. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. You are required to serve your response upon plaintiff's attorney, whose address is

Matthew D. Francis
Adam McMillen
Watson Rounds
5371 Kietzke Lane
Reno, Nevada 89511

[Signature] ALAN GLOVER
Clerk of Court
By *[Signature]*
Deputy Clerk

Date August 11, 2011

*Note - When served by publication, insert a brief statement of the object of the action. See Rule 4.

RETURN OF SERVICE ON REVERSE SIDE

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

Stacey M. Lewis, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

WATSON ROUNDS 3983802WAT 7491351

was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 4 edition(s) of said newspaper issued from 10/07/2011 to 10/28/2011, on the following days:

- 10/07/2011
- 10/14/2011
- 10/21/2011
- 10/28/2011

NO. 09DC0579 1B DEPT. NO. 1
In the First Judicial District Court
of the State of Nevada
in and for Carson City

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

Additional SUMMONS
ON AMENDED COMPLAINT
THE STATE OF NEVADA SENDS
GREETINGS TO: REZA ZANDIAN aka
GOLAMREZA ZANDIAN aka
GHOLAM REZA ZANDIAN aka REZA
JAZI aka J. REZA JAZI aka G. REZA
JAZI aka CHONONREZA ZANDIAN
JAZI

NOTICE: YOU HAVE BEEN SUED. THIS
ACTION IS BROUGHT TO RECOVER
DAMAGES AS A RESULT OF THE
DEFENDANTS' FRAUDULENT ASSIGN-
MENT OF DOCUMENTS RELATING TO
PATENT NO. 7,841,774

UNLESS YOU RESPOND WITHIN 20
DAYS, READ THE INFORMATION
BELOW.

TO THE DEFENDANT: A civil
Complaint has been filed by the
Plaintiff(s) against you.

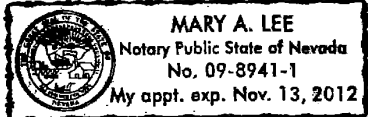
1. If you wish to defend this lawsuit,
you must, within 20 days after this
Summons is served on you,
exclusive of the day of service, file
with the Clerk of the Court a written
pleading in response to this
Complaint. 2. Unless you respond, a
default will be entered upon
application of the Plaintiff(s) and
this Court may enter a judgment
against you for the relief demanded
in the complaint, which could
result in the taking of money or
property or other relief requested in
the Complaint. 3. If you wish to seek
the advice of an attorney in this
matter, you should do so promptly
so that your response may be filed
on time. 4. You are required to serve
your response upon plaintiff's
attorney whose address is
Matthew D. Francis
Adam McMillen
Watson Rounds, 5371 Kietzke Lane
Reno, Nevada 89511
Date August 11, 2011
ALAN GLOVER, Clerk of Court
By C. Cooper, Deputy Clerk
PUB: October 7, 14, 21, 28, 2011
LV Review-Journal

Signed: Stacey M. Lewis

SUBSCRIBED AND SWORN BEFORE ME THIS, THE

28th day of October, 2011.

Mary Lee
Notary Public



RENO NEWSPAPERS INC
Publishers of
Reno Gazette-Journal
955 Kuenzli St • P.O. Box 22,000 • Reno, NV 89520 • 775.788.6200
Legal Advertising Office 775.788.6394

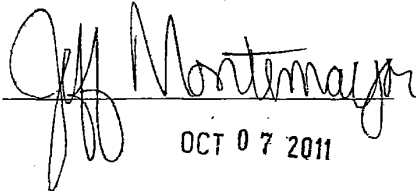
WATSON ROUNDS
5371 KIETZKE LN
RENO NV 89511-2083

Customer Acct# 310361
PO# NO. 5457.01
Ad# 1000763515
Legal Ad Cost \$455.20

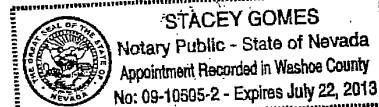
STATE OF NEVADA
COUNTY OF WASHOE

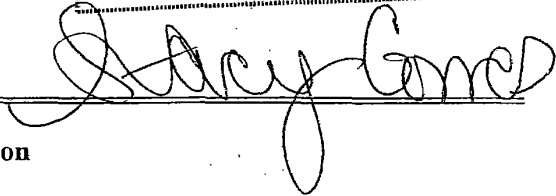
Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper of general circulation published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: **09/16/2011 - 10/07/2011**, for exact publication dates please see last line of Proof of Publication below.

Signed:


OCT 07 2011

Subscribed and sworn to before me





Proof of Publication

Additional SUMMONS on Amended Complaint IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR CARSON CITY No. 090C00579 1 B Dept No. 1 JED MARGOLIN, an individual, Plaintiff, v. OPTIMA TECHNOLOGY CORPORATION, a California corporation, OPTIMA TECHNOLOGY CORPORATION, a Nevada corporation, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZAN DIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka CHONONREZA ZANDIAN JAZI, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30, Defendants. THE STATE OF NEVADA SENDS GREETINGS TO: REZA ZAN DIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka CHONONREZA ZANDIAN JAZI NOTICE! YOU HAVE BEEN SUED. THIS ACTION IS BROUGHT TO RECOVER DAMAGES AS A RESULT OF THE DEFENDANTS' FRAUDULENT ASSIGNMENT OF DOCUMENTS RELATING TO PATENT NO.'S 5,566,073, 5,904,724 AND 5,978,488 AS MORE FULLY STATED IN THE COMPLAINT. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW. TO THE DEFENDANT: A civil complaint or petition has been

Ad Number: 1000763515

Page 1 of 2

21

JM_SC2_0249

filed by the plaintiff(s) against you. 1. If you wish to defend this lawsuit, you must, within 20 days after this summons is served on you, exclusive of the day of service, file with the Clerk of the Court a written pleading in response to this Complaint. 2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the complaint, which could result in the taking of money or property or the relief requested in the Complaint. 3. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time. 4. You are required to serve your response upon plaintiff's attorney, whose address is: Matthew D. Francis Adam McMillen Watson Rounds 5371 Kietzke Lane Reno, Nevada 89511 /s/ALAN GLOVER Clerk of Court Date: August 11, 2011 No. 763515 Sept 16, 23, 30, Oct 7, 2011

**Additional SUMMONS on Assessed Complaint
IN THE FIRST JUDICIAL DISTRICT COURT OF THE
STATE OF NEVADA
IN AND FOR CARSON CITY**

No. 090C00579.1 B
Dept. No. 1

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

THE STATE OF NEVADA SENDS GREETINGS TO: REZA ZAN DIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka CHONONREZA ZANDIAN JAZI NOTICE: YOU HAVE BEEN SUED. THIS ACTION IS BROUGHT TO RECOVER DAMAGES AS A RESULT OF THE DEFENDANTS' FRAUDULENT ASSIGNMENT OF DOCUMENTS RELATING TO PATENT NO.'S 5,566,073, 5,904,724 AND 5,978,488 AS MORE FULLY STATED IN THE COMPLAINT. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT: A civil complaint or petition has been filed by the plaintiff(s) against you.

1. If you wish to defend this lawsuit, you must, within 20 days after this summons is served on you, exclusive of the day of service, file with the Clerk of the Court a written pleading in response to this Complaint.

2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the complaint, which could result in the taking of money or property or the relief requested in the Complaint.

3. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

4. You are required to serve your response upon plaintiff's attorney, whose address is:

Matthew D. Francis
Adam McMillen
Watson Rounds
5371 Kietzke Lane
Reno, Nevada 89511

/s/ALAN GLOVER
Clerk of Court
Date: August 11, 2011
No. 763515 Sept 16, 23, 30, Oct 7, 2011

P.O. Box 120191, San Diego, CA 92112-0191

AFFIDAVIT OF PUBLICATION

WATSON ROUNDS
5371 KIETZKE LANE
RENO, NV 89511

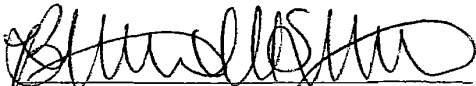
STATE OF CALIFORNIA } ss.
County of San Diego }

The Undersigned, declares under penalty of perjury under the laws of the State of California: That she is a resident of the County of San Diego. That she is and at all times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that she is not a party to, nor interested in the above entitled matter; that she is Chief Clerk for the publisher of

The San Diego Union-Tribune

a newspaper of general circulation, printed and published daily in the City of San Diego, County of San Diego, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the times herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the said City of San Diego, County of San Diego, for a period exceeding one year next preceding the date of publication of the notice hereinafter referred to, and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit

Sep 23, 2011, Sep 30, 2011, Oct 7, 2011, Oct 14, 2011


Chief Clerk for the Publisher

10-14-2011
Date

Affidavit of Publication of

Legal Advertisement
Ad # 0010554103
ORDERED BY: CARLA OUSBY

JED MARGOLIN
an individual
Plaintiff

OPTIMA
TECHNOLOGY
CORPORATION a
California corporation
TECHNOLOGY
CORPORATION a
Nevada corporation
REZA ZANDIAN
aka GOLAMREZA
ZANDIANJAZI aka
GHOLAM REZA
ZANDIAN
REZA JAZI
aka J. REZA JAZI
aka G. REZA JAZI
aka CHONREZA
ZANDIAN JAZI an
individual
DOE
Companies 1-16
DOE Corporation
11-26 and DOE in-
dividuals 21-36
Defendants

THE STATE OF
NEVADA SENDS
GREETINGS TO
REZA ZANDIAN
aka GOLAMREZA
ZANDIANJAZI aka
GHOLAM REZA
ZANDIAN aka
REZA JAZI aka
REZA JAZI aka G.
REZA JAZI aka
CHONREZA
ZANDIAN JAZI

NOTICE YOU
HAVE BEEN
SUED THIS
ACTION IS BROUGHT
TO RECOVER
DAMAGES AS A
RESULT OF
THE DEFEND-
ANTS FRAUDU-
LENT ASSIGN-
MENT OF IN-
TELLECTUAL PRO-
PERTIES RELATING
TO PATENT NO'S
5,544,873 AND
5,964,724 AND
5,978,488 AS MORE
FULLY STATED IN
THE COMPLAINT.
THE COURT MAY
DECIDE
AGAINST YOU
WITHOUT YOUR
BEING HEARD UN-
LESS YOU RE-
SPOND WITHIN 30
DAYS READ THE
INFORMATION
BELOW

TO THE DEFEND-
ANT: A civil com-
plaint or petition has
been filed by the
plaintiff(s) against
you.

1. If you wish to de-
fend this lawsuit,
you must, within 30
days after this sum-
mons is served on
you, exclusive of the
day of service, file
with the Clerk of the
Court a written
pleading in response
to this Complaint.
2. Unless you re-
spond, a default will
be entered upon ap-
plication of the
plaintiff(s) and this
Court may enter a
judgment against
you for the relief de-
manded in the com-
plaint which could
result in the taking
of money or prop-
erty or the relief re-
quested in the
Complaint.

3. If you wish to seek
the advice of an at-
torney in this mat-
ter, you should do so
promptly so that
your response may
be filed on time.
4. You are required
to serve your re-
sponse upon plain-
tiff's attorney, whose
address is

Matthew D. Francis
Adam McMillen
Watson Rounds
5371 Kietzke Lane
Reno, Nevada 89511

ALAN GLOVER
Clerk of Court

By C. Cooper,
Deputy Clerk

Date August 11, 2011

ORIGINAL

No. 090C00579 1B

Dept No. 1

REC'D & FILED

2011 NOV -7 PM 12:48

ALAN GLOVER
BY [Signature] CLERK
DEPUTY

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

JED MARGOLIN, an individual,
Plaintiff,

v.

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 CHONONREZA ZANDIAN JAZI, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30,
Defendants.

Add 1
SUMMONS on
Amended
Comp

THE STATE OF NEVADA SENDS GREETINGS TO: OPTIMA TECHNOLOGY CORPORATION, a California corporation

NOTICE! YOU HAVE BEEN SUED. THIS ACTION IS BROUGHT TO RECOVER DAMAGES AS A RESULT OF THE DEFENDANTS' FRAUDULENT ASSIGNMENT OF DOCUMENTS RELATING TO PATENT NO.'S 5,566,073, 5,904,724 AND 5,978,488 AS MORE FULLY STATED IN THE COMPLAINT. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT: A civil complaint or petition has been filed by the plaintiff(s) against you.

1. If you wish to defend this lawsuit, you must, within 20 days after this summons is served on you, exclusive of the day of service, file with the Clerk of the Court a written pleading in response to this Complaint.
2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the complaint*, which could result in the taking of money or property or the relief requested in the Complaint.
3. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. You are required to serve your response upon plaintiff's attorney, whose address is

Matthew D. Francis
Adam McMillen
Watson Rounds
5371 Kietzke Lane
Reno, Nevada 89511

ALAN GLOVER
Clerk of Court
By [Signature]
Deputy Clerk

Date August 11, 20 11.

*Note - When served by publication, insert a brief statement of the object of the action. See Rule 4.

RETURN OF SERVICE ON REVERSE SIDE

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

Stacey M. Lewis, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

WATSON ROUNDS 3983802WAT 7491280

was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 4 edition(s) of said newspaper issued from 10/07/2011 to 10/28/2011, on the following days:

- 10/07/2011
- 10/14/2011
- 10/21/2011
- 10/28/2011

NO. 09000579 1B DEPT. NO. 1
In the First Judicial District Court
of the State of Nevada
in and for Carson City

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

Additional SUMMONS
ON AMENDED COMPLAINT

THE STATE OF NEVADA SENDS
GREETINGS TO OPTIMA
TECHNOLOGY CORPORATION,
a California corporation

NOTICE: YOU HAVE BEEN SUED. THIS
ACTION IS BROUGHT TO RECOVER
DAMAGES AS A RESULT OF THE
DEFENDANTS' FRAUDULENT ASSIGN-
MENT OF DOCUMENTS RELATING TO
PATENT NO. S. 5,566,073, 5,904,724
AND 5,978,495 AS MORE FULLY
STATED IN THE COMPLAINT. THE
COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD
UNLESS YOU RESPOND WITHIN 20
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BELOW.

TO THE DEFENDANT: A civil
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application of the Plaintiff(s) and
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against you for the relief demanded
in the complaint, which could
result in the taking of money or
property or other relief requested in
the Complaint. 3. If you wish to seek
the advice of an attorney in this
matter, you should do so promptly
so that your response may be filed
on time. 4. You are required to serve
your response upon plaintiff's
attorney, whose address is:
Matthew D. Francis
Adam McMillen
Watson Rounds, 5371 Kietzke Lane
Reno, Nevada 89511
Date August 11, 2011
ALAN G. OVER, Clerk of Court
By C. Cooper, Deputy Clerk
PUB. October 7, 14, 21, 28, 2011
LV Review Journal

Signed: Stacey M. Lewis

SUBSCRIBED AND SWORN BEFORE ME THIS, THE
28th day of October, 2011.

Mary See
Notary Public



RENO NEWSPAPERS INC

Publishers of

Reno Gazette-Journal

955 Kuenzli St • P.O. Box 22,000 • Reno, NV 89520 • 775.788.6200

Legal Advertising Office 775.788.6394

WATSON ROUNDS
5371 KIETZKE LN
RENO NV 89511-2083

Customer Acct# 310361
PO# NO. 5457.01
Ad# 1000763508
Legal Ad Cost \$442.24

STATE OF NEVADA
COUNTY OF WASHOE

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper of general circulation published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: **09/16/2011 - 10/07/2011**, for exact publication dates please see last line of Proof of Publication below.

Subscribed and sworn to before me

Signed:

Jeff Montemayor
OCT 07 2011



Stacey Gomes

Proof of Publication

Add'l SUMMONS on Amended Comp In the First Judicial District Court of the State of Nevada in and for Carson City No. 090C00579 1 B Dept No. 1 JED MARGOLIN, an individual, Plaintiff, v. OPTIMA TECHNOLOGY CORPORATION, a California corporation, OPTIMA TECHNOLOGY CORPORATION, Nevada corporation, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZAN DIAN aka REZA JAZI aka J. REZA JAZI, aka G. REZA JAZI aka CHONONREZA ZANDIAN JAZI, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30, Defendants. THE STATE OF NEVADA SENDS GREETINGS TO: OPTIMA TECHNOLOGY CORPORATION, a California corporation NOTICE! YOU HAVE BEEN SUED. THIS ACTION IS BROUGHT TO RECOVER DAMAGES AS A RESULT OF THE DEFENDANTS' FRAUDULENT ASSIGNMENT OF DOCUMENTS RELATING TO PATENT NO.'S 5,566,073, 5,904,724 AND 5,978,488 AS MORE FULLY STATED IN THE COMPLAINT. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW. TO THE DEFENDANT: A civil complaint or petition has been filed by the plaintiff(s) against you. 1. If you wish to defend this lawsuit, you must, within 20 days after this summons is served on you, exclusive of the day of

service, file with the Clerk of the Court a written pleading in response to this Complaint. 2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the complaint, which could result in the taking of money or property or the relief requested in the Complaint. 3. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time. 4. You are required to serve your response upon plaintiff's attorney, whose address is: Matthew D. Francis Adam McMillen Watson Rounds 5371 Kietzke Lane Reno, Nevada 89511 Date August 11, 2011 /s/ALAN GLOVER Clerk of Court Deputy Clerk No. 763508 Sept 16, 23, 30, Oct 7, 2011

Add'l SUMMONS on Amended Comp.
In the First Judicial District Court of the State of Nevada
in and for Carson City

No. 090CD0579 1 B
Dept No. 1

JED MARGOLIN, an individual
Plaintiff,

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

THE STATE OF NEVADA SENDS GREETINGS TO: OPTIMA TECHNOLOGY CORPORATION, a California corporation

NOTICE: YOU HAVE BEEN SUED. THIS ACTION IS BROUGHT TO RECOVER DAMAGES AS A RESULT OF THE DEFENDANTS' FRAUDULENT ASSIGNMENT OF DOCUMENTS RELATING TO PATENT NO.'S 5,566,073, 5,904,724, AND 5,978,489 AS MORE FULLY STATED IN THE COMPLAINT. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT: A civil complaint or petition has been filed by the plaintiff(s) against you.

1. If you wish to defend this lawsuit, you must, within 20 days after this summons is served on you, exclusive of the day of service, file with the Clerk of the Court a written pleading in response to this Complaint.

2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the complaint, which could result in the taking of money or property or the relief requested in the Complaint.

3. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

4. You are required to serve your response upon plaintiff's attorney, whose address is:

Matthew D. Francis
Adam McMillen
Watson Rounds
5371 Kietzke Lane
Reno, Nevada 89511
Date August 11, 2011

/s/ALAN GLOVER
Clerk of Court
Deputy Clerk

No. 763508 Sept 16, 23, 30, Oct 7, 2011

JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
830 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA 89101
Telephone (702) 382-4044
Telecopier (702) 383-9950

1 JOHN PETER LEE, LTD.
2 JOHN PETER LEE, ESQ.
3 Nevada Bar No. 001768
4 JOHN C. COURTNEY, ESQ.
5 Nevada Bar No. 011092
6 830 Las Vegas Boulevard South
7 Las Vegas, Nevada 89101
8 (702) 382-4044 Fax: (702) 383-9950
9 e-mail: info@johnpeterlee.com

Attorneys for Defendant

10 Reza Zandian aka Golamreza Zandianjazi
11 aka Gholamreza Zandianjazi aka Gholam Reza Zandian
12 aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka
13 Ghononreza Zandian Jazi

14 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

15 **IN AND FOR CARSON CITY**

16 JED MARGOLIN, an individual;

17 Plaintiff,

18 vs.

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

Defendants.

1334.023382-td

Case No.: 090C00579
Dept. No.: I

GENERAL DENIAL

29 COMES NOW the Defendant, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka
30 GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI AKA G. REZA JAZI aka
GHONONREZA ZANDIAN JAZI, by and through his attorney of record, JOHN PETER LEE,
LTD., and files his General Denial as follows:

The Defendant denies each and every allegation contained in the Amended Complaint on file
herein.

REC'D & FILED
2012 MAR -6 PM 1:55
ALAN GLOVER
BY CLERK
DEPUTY

Stratton Per
Order filed
Jan. 13, 2013

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ATTORNEYS' FEES

Defendant has been required to retain the services of JOHN PETER LEE, LTD. to defend against this action, and he is entitled to reasonable attorneys' fees therefor.

WHEREFORE, Defendant(s) pray(s) judgment as follows:

1. That Plaintiff take nothing by virtue of his Complaint on file herein and that the same be forthwith dismissed with prejudice;
2. Reasonable attorneys' fees;
3. Costs incurred herein;
4. And for such other and further relief as to this Court may seem proper.

DATED this 5th day of March, 2012.

JOHN PETER LEE, LTD.

BY: 

JOHN PETER LEE, ESQ.
Nevada Bar No. 001768
JOHN C. COURTNEY, ESQ.
Nevada Bar No. 011092
830 Las Vegas Boulevard South
Las Vegas, Nevada 89101
Ph: (702) 382-4044/Fax: (702) 383-9950
Attorneys for Defendant

JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
830 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA 89101
Telephone (702) 382-4044
Telecopier (702) 383-9950

JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
830 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA 89101
Telephone (702) 382-4044
Telecopier (702) 383-9950

1 CERTIFICATE OF MAILING

2 I HEREBY CERTIFY that on the 5th day of March, 2012, I served a copy of the above and
3 foregoing GENERAL DENIAL, upon the appropriate parties hereto, by enclosing it in a sealed
4 envelope, deposited in the United States mail, upon which first class postage was fully prepaid
5 addressed to:

6 Matthew D. Francis
7 Adam P. McMillen
8 WATSON & ROUNDS
9 5371 Kietzke Lane
10 Reno, Nevada 89511

11 

12 An Employee of JOHN PETER LEE, LTD.

JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
830 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA 89101
Telephone (702) 382-4044
Telecopier (702) 383-9950

1 JOHN PETER LEE, LTD.
JOHN PETER LEE, ESQ.
2 Nevada Bar No. 001768
JOHN C. COURTNEY, ESQ.
3 Nevada Bar No. 011092
830 Las Vegas Boulevard South
4 Las Vegas, Nevada 89101
(702) 382-4044 Fax: (702) 383-9950
5 e-mail: info@johnpeterlee.com
Attorneys for Defendant
6 *Optima Technology Corporation,*
Reza Zandian aka Golamreza Zandianjazi
7 *aka Gholamreza Zandianjazi aka Gholam Reza Zandian*
aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka
8 *Ghononreza Zandian Jazi*

REC'D & FILED

2012 MAR 14 PM 1:00

ALAN GLOVER

BY CLERK
DEPUTY

9
10 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
IN AND FOR CARSON CITY

11 JED MARGOLIN, an individual;
12
Plaintiff,

Case No.: 090C00579
Dept. No.: I

13 vs.

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

20 Defendants.

21 1334.023382-td

22 **GENERAL DENIAL**

23 COMES NOW the Defendant, OPTIMA TECHNOLOGY CORPORATION, a California
24 Corporation and OPTIMA TECHNOLOGY CORPORATION, a Nevada Corporation, by and
25 through itd attorney of record, JOHN PETER LEE, LTD., and files its General Denial as follows:

26 The Defendant denies each and every allegation contained in the Amended Complaint on file
27 herein.

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ATTORNEYS' FEES

Defendant has been required to retain the services of JOHN PETER LEE, LTD. to defend against this action, and he is entitled to reasonable attorneys' fees therefor.

WHEREFORE, Defendant(s) pray(s) judgment as follows:

1. That Plaintiff take nothing by virtue of his Complaint on file herein and that the same be forthwith dismissed with prejudice;
2. Reasonable attorneys' fees;
3. Costs incurred herein;
4. And for such other and further relief as to this Court may seem proper.

DATED this 13th day of March, 2012.

JOHN PETER LEE, LTD.

BY: 

JOHN PETER LEE, ESQ.
Nevada Bar No. 001768
JOHN C. COURTNEY, ESQ.
Nevada Bar No. 011092
830 Las Vegas Boulevard South
Las Vegas, Nevada 89101
Ph: (702) 382-4044/Fax: (702) 383-9950
Attorneys for Defendant

JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
830 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA 89101
Telephone (702) 382-4044
Telecopier (702) 383-9950

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 13th day of March, 2012, I served a copy of the above and foregoing GENERAL DENIAL, upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Matthew D. Francis
Adam P. McMillen
WATSON & ROUNDS
5371 Kietzke Lane
Reno, Nevada 89511


An Employee of JOHN PETER LEE, LTD.

JOHN PETER LEE, L.L.M.
ATTORNEYS AT LAW
830 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA 89101
Telephone (702) 382-4044
Telecopier (702) 383-9950

6/24/13

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

REC'D & FILED
2013 JUN 24 PM 4:12
ALAN GLOVER
BY *Alan Glover* CLERK
DEPUTY

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

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

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

DEFAULT JUDGMENT

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

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

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

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

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

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

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

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


DISTRICT COURT JUDGE

ORIGINAL

REC'D & FILED

2013 JUN 27 PM 3:22

ALAN GLOVER
CLERK
BY *[Signature]*
DEPUTY

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

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

10 **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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28

1 Default Judgment.

2

Affirmation Pursuant to NRS 239B.030

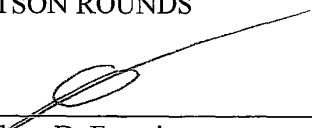
3 The undersigned does hereby affirm that the preceding document does not contain the
4 social security number of any person.

5 DATED: June 26, 2013.

WATSON ROUNDS

6

7

By:  _____

8

Matthew D. Francis

9

Adam P. McMillen

10

Watson Rounds

11

5371 Kietzke Lane

12

Reno, NV 89511

13

Attorneys for Plaintiff Jed Margolin

14

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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

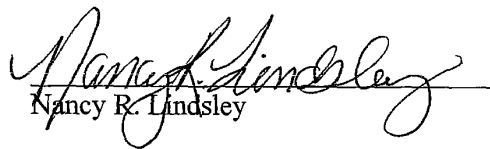
18 Optima Technology Corp.
19 A California corporation
20 8401 Bonita Downs Road
21 Fair Oaks, CA 95628

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
5371 Kietzke Lane
3 Reno, NV 89511
Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin

REC'D & FILED

2013 JUN 24 PM 4:12

ALAN GLOVER
C. ERVEN
BY _____ CLERK
DEPUTY

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

9 JED MARGOLIN, an individual,

10 Plaintiff,

11 vs.

12 OPTIMA TECHNOLOGY CORPORATION,
13 a California corporation, OPTIMA
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

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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
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28

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3 corporate Defendants by July 15, 2012. If no such appearance was entered, the June 28, 2012
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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.

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8 of Zandian and awarding his fees and costs incurred in bringing the motion to strike. A default
9 was entered against Zandian on March 28, 2013. A notice of entry of default judgment was
10 filed on April 5, 2013.

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

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

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

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

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


DISTRICT COURT JUDGE

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

REC'D & FILED
2013 DEC 11 PM 3:12

ALAN GLOVER
BY *[Signature]*
DFP/PT

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

12 **JED MARGOLIN, an individual,**

13 **Plaintiff,**

14 **vs.**

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

26 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

MOTION FOR JUDGMENT DEBTOR
EXAMINATION AND TO PRODUCE
DOCUMENTS

27 PLEASE TAKE NOTICE that Judgment Creditor Jed Margolin by and through his
28 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
NRCPC 69 and NRS 21.270, issue an order requiring:

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

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

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

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

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

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

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

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
paying the judgment. Now that Zandian has resurfaced and obtained counsel to represent him
in this matter again, it is the best time to order the requested debtor's examination and
document production.

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

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

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

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

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

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

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

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

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

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

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

21 **D. Conclusion**

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

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


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

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DECLARATION

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

Dated this 11th day of December, 2013.

BY: 

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

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

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

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

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

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

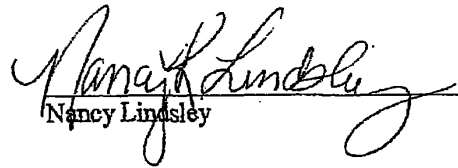
Optima Technology Corp.
A Nevada corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

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

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

23
24
25
26
27
28
Dated: December 11, 2013


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)*

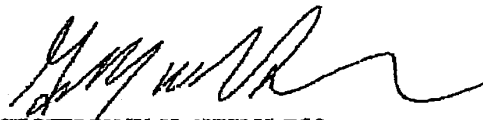
Dear Mr. McMillen,

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@hawkinsmelendrez.com
12/5/2013

Fax

TO: WATSON ROUNDS

FROM: Lauren Kidd

ATT: Adam P. McMillan, Esq.

PAGES: Two (2) including cover.

FAX: 702-318-8801

FAX: 775-333-8171

PHONE: 702-318-8800

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

COMMENTS:

Please see attached correspondence.

- 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 18 Fee:
Recorded By: DLM RPTT:

513B

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

AFTER RECORDING RETURN

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

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

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



UNOFFICIAL COPY

TEMPORARY EASEMENT DEED

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

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



489610

04/11/2012
002 of 10

WITNESSETH:

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

Parcel: U-050-LY-019.752E

COMMENCING at a Notched Rock with 1/4 etched on the west side, accepted as being the east quarter corner of Section 1, T. 17 N., R. 23 E., M.D.M., shown and delineated as a "FD. STONE WITH SCRIBED '1/4' IN ROCK MOUND" on that certain MERGER AND RESUBDIVISION PARCEL MAP FOR SULLIVAN/CROSBY TRUST, filed for record on June 30, 2010, as File No. 461442, in the Official Records of Lyon County, Nevada; thence N. 89°48'30" W., along the east-west quarter section line of said Section 1, a distance of 5,262.29 feet (N. 89°48'33" W. - 5,263.58 feet, per said PARCEL MAP), to a 2" Iron Pipe with nail and tag stamped "LS 1635", accepted as being the west quarter corner of said Section 1, shown and delineated as a "FD. 2" IRON PIPE TAGGED LS 1635" on said PARCEL MAP; thence S. 60°06'34" W. a distance of 9,029.72 feet to the POINT OF BEGINNING; said point of beginning further described as being the intersection of the right or southeasterly right-of-way line of US-50 with the north-south quarter section line of said Section 10, 183.00 feet right of and measured at right angles to the centerline of US-50 at Highway Engineer's Station "X2" 1095+83.53 P.O.T.; thence N. 65°09'38" E., along said southeasterly right-of-way line, a distance of 16.48 feet; thence S. 24°50'22" E. a distance of 10.54 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 unto and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this temporary easement.

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

REZA ZANDIAN AND NILOOFAR FOUGHANI, HUSBAND AND WIFE

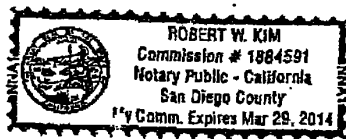
BY: [Signature]
Reza Zandian

BY: [Signature]
Niloofer Foughani

State of CALIFORNIA
County of SAN DIEGO

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

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[Signature]
Notary



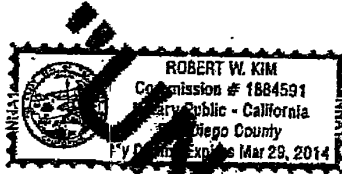
489610

04/11/2012
004 of 10

State of CALIFORNIA
County of SAN DIEGO

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

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Robert W. Kim
Notary

ELIAS ABRISHAMI AND MINOO ABRISHAMI, HUSBAND AND WIFE

BY: _____
Elias Abrishami

BY: _____
Minoo Abrishami

State of _____
County of _____

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

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Notary

State of _____
County of _____

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

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Notary



489610

04/11/2012
005 of 10

State of _____
County of _____

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

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Notary

ELIAS ABRISHAMI AND MINOO ABRISHAMI, HUSBAND AND WIFE

BY: [Signature]
Elias Abrishami

BY: [Signature]
Minoo Abrishami

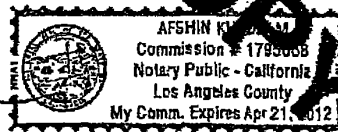
State of _____
County of _____

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

S
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State of California, County of Los Angeles
On April 21, 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 individual 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



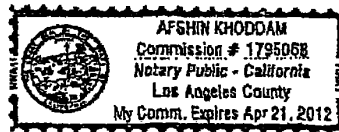
State of _____
County of _____

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

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State of California, County of Los Angeles
On April 21, 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 individual 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: N. Abrishami
Naima Abrishami

State of California
County of Los Angeles

This instrument was acknowledged before me on 11 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

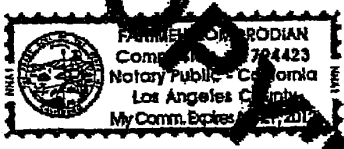


State of California
County of Los Angeles

This instrument was acknowledged before me on 11 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



489610

04/11/2012
008 of 10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

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

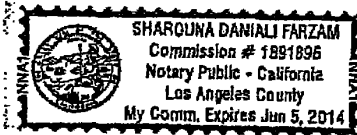
personally appeared Bahman Tamjidi
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Temporary Easement

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

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer is Representing: _____

Signer's Name: _____

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



Signer is Representing: _____

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489610

04/11/2012
009 of 10

EAGLES NEST LLC, A California Limited Liability Company

BY: Bahman Tamjidi

State of _____
County of _____

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

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Notary

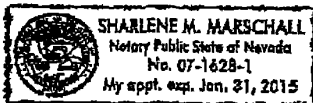
JOHNATHON FAYEGHI, AN UNMARRIED MAN

BY: Johnathon Fayeghi

State of Nevada
County of Clark

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

S
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Sharlene M. Marschall
Notary



489610

04/11/2012
018 of 10

RASHAD AND REEM EL-SABAWI FAMILY TRUST

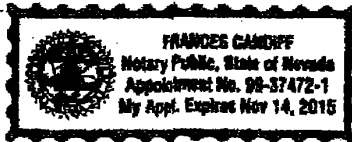
BY: [Signature]
Rashad El-Sabawi

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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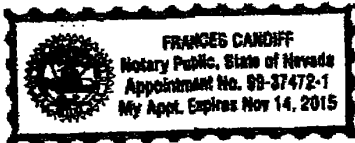


[Signature]
Notary

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.

S
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[Signature]
Notary

UNOFFICIAL COPY

Exhibit 3

Exhibit 3

12/18/2007 18:17 FAX 708 30/ 24

Dec 05 07 01:52p nikan

858-625-2460

017/017

p. 4

Optima Technology Corporation

8775 Costa Vista 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
6,377,435
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

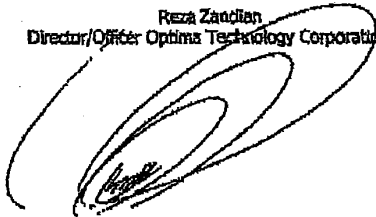


Exhibit 4

Exhibit 4

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07/21/2008
002 of 20

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SETTLEMENT AND MUTUAL RELEASE AGREEMENT

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

1. RECITALS

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

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

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

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

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

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003 of 20

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

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

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

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

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

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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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07/31/2008
006 of 20

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008 of 28

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.

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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:

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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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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.

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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

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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;

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- 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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- 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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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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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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013 of 26

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

2.7 Zandian shall dismiss the Litigation with prejudice.

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

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

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

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

3. ATTORNEYS= FEES

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

4. ENTIRE AGREEMENT

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

5. APPLICABLE LAW

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

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

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

6. BENEFIT

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

7. COUNTERPARTS

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

8. MUTUAL WARRANTIES

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

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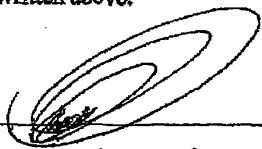

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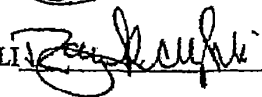
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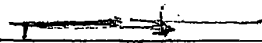
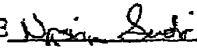
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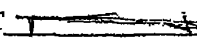
Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term of this Agreement is held by a court of competent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

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


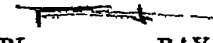
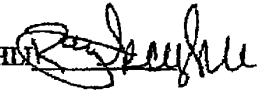
REZA ZANDIAN  _____ WIFE  _____

RAY KOROGHLI  _____ WIFE _____


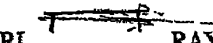
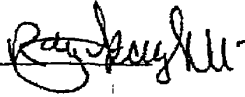
FRED SADRI  _____ WIFE  _____

STAR LIVING TRUST  "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  _____ FRED SADRI  _____ RAY KOROGHLI  _____

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  _____ FRED SADRI  _____ RAY KOROGHLI  _____

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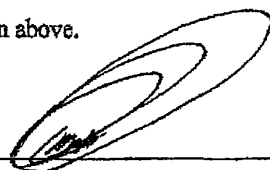
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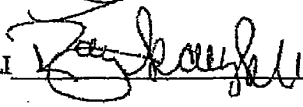
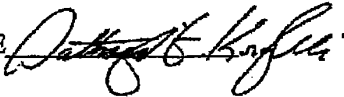
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Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term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

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

REZA ZANDIAN  WIFE _____

RAY KOROGHLI  WIFE 

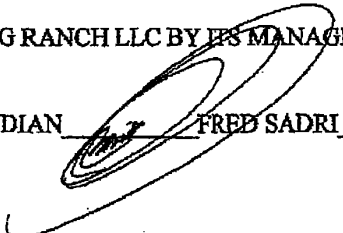
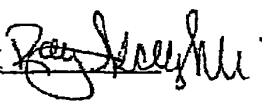
FRED SADRI _____ WIFE _____

STAR LIVING TRUST _____ "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI _____ RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI _____ RAY KOROGHLI 

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NEVADA LAND & WATER RIGHTS LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN

FRED SADRI

RAY KOROGHLY

JOHN PETER LEE ESQ

only as to the provisions of Paragraph 2.5 above



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NOTICES

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

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

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

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

ACKNOWLEDGED BY:

FRED SADRI

REZA ZANDIAN

Date
6/19/08
Date


RAY KOROGHLI

6-19-08
Date



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07/24/2008
020 of 20

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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

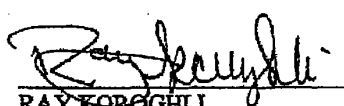
ACKNOWLEDGED BY:


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
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Wednesday, June 23, 2010

Page 1	Page 3
Case No. CV-C-10-191 Dept. No. 2	1 INDEX
FOURTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF ELKO	2 EXAMINATION BY PAGE
FRONTIER DEVELOPMENT (USA) INC.,	3 Ms. Granier 5
Plaintiff	4
vs.	5
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.	6 EXHIBITS
Defendants.	7 1 Printout from goldennevada.com 158
AND RELATED ACTION.	8 2 Operating Agreement of Big Spring Ranch, LLC. dated 10/1/03 167
VIDEOTAPED (30)(b)(6) DEPOSITION OF BIG SPRING RANCH, LLC REZA ZANDIAN Wednesday, June 23, 2010 Reno, Nevada	9 3 Letter, undated, from Reza Zandian to James Lydie, International Royalty Corp 183
Reported By: PEGGY B. HOOGS, CCR #160, RDR, CRR CALIFORNIA CSR #5958	10 4 Title Report re Big Spring Ranch 193
	11 5 Grant, Bargain, and Sale Deed dated 12/29/03 201
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	13 6 Grant, Bargain, and Sale Deed to Joint Tenants dated 10/18/46 217
	14 7 Frontier Map of Long Canyon Project 286
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	21
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	24
	25

Page 2	Page 4
1 -oO- APPEARANCES -oO-	1 CHANGES OR CORRECTIONS BY WITNESS
2	2
3 FOR THE PLAINTIFF/COUNTERDEFENDANTS:	3 PAGE LINE
4 LIONEL SAWYER & COLLINS	4
5 By: LAURA K. GRANIER, ESQ.	5
6 50 West Liberty Street, 11th Floor	6
7 Reno, Nevada 89501	7
8 FOR THE DEFENDANTS FARIBORZ FRED SADRI, an individual;	8
9 ELIAS ABRISHAMI; RAY KOROGHLI; GHOLAMREZA ZANDIAN JAZI,	9
10 aka REZA ZANDIAN; BLACK STONE MINERALS COMPANY, L.P.;	10
11 DIXIE VALLEY CATTLE, LLC and DEFENDANTS/COUNTERCLAIMANTS	11
12 BIG SPRING RANCH, LLC, STAR LIVING TRUST; FARIBORZ FRED	12
13 SADRI, as Trustee of STAR LIVING TRUST;	13
14 LAW OFFICES OF KERMIT L. WATERS	14
15 By: JAMES J. LEAVITT, ESQ.	15
16 704 South Ninth Street	16
17 Las Vegas, Nevada 89101	17
18	18
19 FOR THE DEFENDANT JERRY GOODWIN:	19
20 PRESENT TELEPHONICALLY	20
21 HILL, JOHNSON & SCHMUTZ	21
22 By: J. BRYAN QUESENBERRY	22
23 4844 North 300 West, Suite 300	23
24 Provo, Utah, 84604	24
25	25
VIDEOPHOTOGRAPHER:	
JEFF WALDIE	

1 (Pages 1 to 4)

Peggy Hoogs & Associates
(775) 327-4460

Page 5

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

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

Page 6

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

Page 7

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

Page 8

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

2 (Pages 5 to 8)

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24th
Museum

Wednesday, June 23, 2010

Page 9	Page 11
<p>1 been identified by the case without no reason. 2 MR. LEAVITT: How about if we just do this: 3 We'll accept any subpoenas on behalf -- 4 Is it all right if our office accepts 5 subpoenas on behalf of you, Mr. Zandian? 6 THE WITNESS: Yes. 7 MR. LEAVITT: Related to this litigation, of 8 course. 9 MS. GRANIER: So you will accept personal 10 service on behalf of Mr. Zandian related to this 11 litigation, Mr. Leavitt? 12 MR. LEAVITT: Exactly. 13 BY MS. GRANIER: 14 Q Why don't you want to give us your home 15 address, Mr. Zandian? 16 A Because that -- I believe the whole process, 17 you know, is an abuse of process, and as a private 18 person, I do not want to give my private information to 19 you. I will give you whatever is related to the Big 20 Spring Ranch. 21 Q Okay. What do you think is an abuse of 22 process? 23 A I think that naming me in the litigation is 24 by itself an abuse of process. 25 Q And why is that?</p>	<p>1 That's the only thing that I can tell you. This is 2 privileged information. I don't have to tell you. 3 MR. LEAVITT: Since I'm accepting service on 4 his behalf, I don't think it's relevant where he lives at 5 anyway as long as he's a resident of the state of 6 California. This is an in rem action, it's an action 7 against the property that, frankly, has nothing to do 8 with Mr. Zandian. Where he lives, I think, is irrelevant 9 to the case other than you need to be able to serve him, 10 I recognize that. Since I've agreed to accept service on 11 his behalf, I think that's sufficient. 12 MS. GRANIER: Okay. I think, Mr. Leavitt, 13 you know the rules of depositions, that I'm entitled to 14 this kind of background information, so just for the 15 record -- 16 MR. LEAVITT: I don't have a problem. Are 17 you a resident -- do you live in San Diego? 18 Is that going to be sufficient as far as 19 where he lives if he just tells you he lives, if he 20 just -- 21 MS. GRANIER: It's a start. I'm not going to 22 limit my questions. 23 MR. LEAVITT: But you live in San Diego; is 24 that right? 25 THE WITNESS: I am -- I told you the reason</p>
<p>Page 10</p> <p>1 A Because I am a member of LLC and my interest 2 is through the LLC, so as a private person, you have no 3 reason to name me in the litigation, so I believe that 4 this is an abuse of process. 5 Q Okay. Do you currently reside in San Diego? 6 A I will not answer to that question. 7 Q Are you currently a resident of the State of 8 Nevada? 9 A I will not answer to that question. 10 MS. GRANIER: And, Mr. Leavitt, are you 11 instructing him not to answer? You know the rules of the 12 deposition. They're required to answer unless it's 13 privileged or -- 14 MR. LEAVITT: Yeah, they're -- you can answer 15 where you are a resident of. I don't think that's -- are 16 you a resident of the state of California? 17 THE WITNESS: Currently I am resident of the 18 state of California, yeah. 19 MR. LEAVITT: Okay. There. 20 BY MS. GRANIER: 21 Q And so that means you live in the state of 22 California? 23 A I live in the state of California. 24 Q In San Diego? 25 A I live somewhere in the state of California.</p>	<p>Page 12</p> <p>1 that I don't want to answer to. I will answer anything 2 which is relevant to the Big Spring Ranch. 3 MR. QUESENBERRY: You know, this would be a 4 good time for me to chime in here, and maybe Mr. Leavitt 5 wants to take a break to talk to his client, but the only 6 basis, Mr. Zandian, that you have to refuse to answer is 7 privilege or confidential, and the standard is not 8 relevancy, it's much broader than that. So I suspect 9 that if we got the judge involved here -- he's not very 10 pleased so far with this case -- I don't think he takes a 11 liking to this general refusal to answer the questions 12 because you feel it's irrelevant. 13 So maybe we could take a little break. That 14 would be my recommendation. You can keep going if you 15 wish, but we're going to take this in front of the judge 16 with where this is going, and I don't think that's going 17 to be very good for you, Mr. Zandian. 18 MR. LEAVITT: Tell us what city you live in. 19 Just tell us what city you live in. 20 THE WITNESS: No, because that is -- that is 21 beginning of a series of questions which are going to be 22 irrelevant and -- 23 MR. LEAVITT: Here's the standard: The 24 standard is not -- the standard is if it's reasonably 25 calculated to lead to discovery of admissible evidence,</p>

3 (Pages 9 to 12)

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Wednesday, June 23, 2010

Page 13	Page 15
<p>1 so is the place he lives at reasonably calculated to lead 2 to discoverable evidence in this case? Is it relevant to 3 the value of the property? Is it relevant to public use? 4 I think Mr. Reza does have an argument that it's not 5 going to lead to anything. 6 Just give us a couple minutes. 7 MS. GRANIER: Sure. Let's go off the record 8 for a brief break. 9 THE VIDEOGRAPHER: We're off the record at 10 approximately 9:13 a.m. 11 (A recess was taken.) 12 THE VIDEOGRAPHER: We're back on the record 13 at approximately 9:14 a.m. 14 BY MS. GRANIER: 15 Q Mr. Zandian, after a brief break on the 16 record, are you still refusing to answer just my very 17 standard background questions? 18 A As an accommodation for our attorney, I am 19 living in San Diego. 20 Q I'm sorry? 21 A I am living in San Diego. 22 Q You live in San Diego. How long have you 23 lived in San Diego? 24 A For seven years now. 25 Q At what address?</p>	<p>1 MS. GRANIER: Mr. Leavitt. 2 BY MS. GRANIER: 3 Q Mr. Zandian, I'll leave it to your counsel to 4 advise you. This information is general background 5 information, it's very standard. I take it from -- I 6 have never had a deponent refuse to answer these kinds of 7 very general background information. I'm entitled to it 8 under the law. I'm not asking you anything 9 inappropriate, and your counsel is here to object if I 10 do. 11 So for the record, Mr. Leavitt, what's your 12 position on this? 13 MR. LEAVITT: She's -- she gets to know your 14 background information, Reza, as far as we've designated 15 you -- now, let me just put this on the record. 16 We believe that Mr. Zandian was wrongfully 17 named in this lawsuit, so him appearing personally in 18 this lawsuit, we think, is improper, but insofar as he is 19 appearing here on behalf of the Big Spring Ranch, as the 20 person most knowledgeable on behalf of Big Spring Ranch, 21 I do believe you're entitled to some of his background 22 information as the person most knowledgeable for Big 23 Spring Ranch as long as we don't get into too much 24 personal information or privileged information. 25 Are these public entities that you -- when I</p>
<p>Page 14</p> <p>1 A That is, again, privileged information. 2 Q It's actually not privileged information, 3 Mr. Zandian, so if you would please respond to the 4 question. 5 A You know, I think you have to ask the judge 6 to compel if you want me to answer that. I'm just 7 refusing to give you answer. 8 MS. GRANIER: Okay. Mr. Leavitt, as his 9 counsel today -- 10 MR. LEAVITT: Why don't we do it this way, 11 Laura. You want his address for whatever reason. Why 12 don't you go through your background questions, and 13 during the break I'll talk to Mr. Zandian, and hopefully 14 I'll be able to give you his address. 15 MS. GRANIER: Okay. I appreciate that. 16 BY MS. GRANIER: 17 Q Are you currently employed? 18 A I am self-employed. 19 Q Okay. Self-employed. Do you have a company 20 that you're self-employed through? 21 A I have a few companies, yeah. 22 Q What are the names of those companies? 23 A Those are private and privileged information. 24 If anything is related to the Big Spring Ranch, I will 25 respond.</p>	<p>Page 16</p> <p>1 say -- could I go on the Internet and find out these LLCs 2 that you belong to? 3 THE WITNESS: You can -- you have them on 4 Secretary of State of Nevada, yeah. 5 MR. LEAVITT: So, therefore, it's not 6 privileged information, so she can know about it. Go 7 ahead. She wants to know what entities you own, that 8 you're a part of. 9 THE WITNESS: Big Spring Ranch. 10 BY MS. GRANIER: 11 Q Big Spring Ranch, LLC? 12 A Yes. 13 Q What else? 14 A I -- there are many. You can review them 15 with the Secretary of State of Nevada. 16 MR. LEAVITT: The ones that you recall, 17 Mr. Zandian, as you sit here today, why don't we give her 18 the ones you recall, and then Miss Granier can go find 19 the other ones. 20 THE WITNESS: Wendover Project, LLC. 21 BY MS. GRANIER: 22 Q Wendover Project, LLC? 23 A Yeah. And Nevada Land & Water Resources, 24 LLC; Gold Canyon, LLC -- 25 MR. LEAVITT: What was that fourth one?</p>

4 (Pages 13 to 16)

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DEPUTY

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3 Nevada Bar No. 7740
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13 *Reza Zandian aka Goamreza Zandian*
14 *aka Gholamreza Zandian Jazi*
15 *aka Reza Jazi aka J. Reza Jazi*
16 *aka G. Reza Jazi aka Ghononreza*
17 *Zandian Jazi*

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

12 **In and For Carson City**

14 JED MARGOLIN, an individual.

15 Plaintiff,

16 vs.

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

24 Defendants.

CASE NO. 090C00579 1B

DEPT. NO. 1

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

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

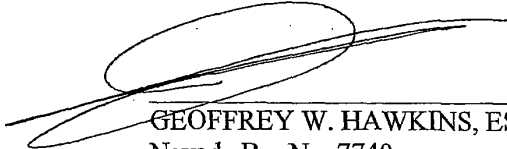
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Las Vegas, Nevada 89134
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1 hereby moves for an order from this Court to set aside the default judgment entered against Zandian
2 in the above-captioned matter.

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

6 DATED this 19th day of December, 2013.

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

9
10
11 
12 _____
13 **GEOFFREY W. HAWKINS, ESQ.**

14 Nevada Bar No. 7740

15 **JOHNATHON FAYEGHI, ESQ.**

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21 *Reza Zandian*
22
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27
28

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1 POINTS AND AUTHORITIES

2 I

3 STATEMENT OF FACTS

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

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

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

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

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

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

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

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

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

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

12 II.

13 STATEMENT OF LAW

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

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

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

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

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

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

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

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

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

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

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1 III.

2 LEGAL ARGUMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 ///

28 ///

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

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

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

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

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

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

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

28

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

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

6 **IV.**

7 **CONCLUSION**

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

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

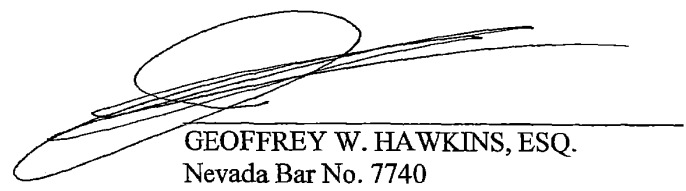
11 The undersigned does hereby affirm that the preceding document does not contain the social
12 security number of any person.

13 **DECLARATION**

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

16 Dated this 17th day of December, 2013.

17
18 **HAWKINS MELENDREZ, P.C.**

19
20
21 

22 GEOFFREY W. HAWKINS, ESQ.
Nevada Bar No. 7740
23 JOHNATHON FAYEGHI, ESQ.
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24 9555 Hillwood Drive, Suite 150
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Attorneys for Defendant
26 Reza Zandian

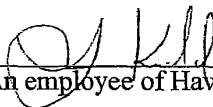
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CERTIFICATE OF SERVICE

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

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


An employee of Hawkins Melendrez, P.C.

HAWKINS MELENDEZ, P.C.
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INDEX OF EXHIBITS

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

Exhibit A

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03/15/2013 02:33:18 PM

CLERK OF THE COURT

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

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

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

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

11 Plaintiff,

12 v.

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

21 Defendants.

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

24 1334.024072-td

25 **NOTICE OF APPEAL**

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

DATED this 15th day of March, 2013.

29 BY:
30 REZA ZANDIAN
31 6, rue Edouard Fournier
32 75116 Paris, France
33 Pro Per Appellant

CERTIFICATE OF MAILING

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

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

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

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



12/30/13 13314
GWH/JF

1 **MSTY**
2 **GEOFFREY W. HAWKINS, ESQ.**
3 Nevada Bar No. 7740
4 **JOHNATHON FAYEGHI, ESQ.**
5 Nevada Bar No. 12736
6 **HAWKINS MELENDREZ, P.C.**
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11 ghawkins@hawkinsmelendrez.com
12 *Attorneys for Defendant*
13 *Reza Zandian aka Goamreza Zandian*
14 *aka Gholamreza Zandian Jazi*
15 *aka Reza Jazi aka J. Reza Jazi*
16 *aka G. Reza Jazi aka Ghononreza*
17 *Zandian Jazi*

REC'D & FILED

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

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

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

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

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

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

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

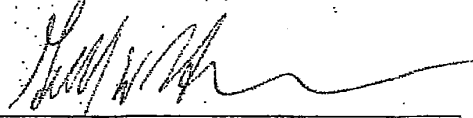
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This motion is made and based upon the provisions of NRCP 62 and the following Memorandum of Points and Authorities, the pleadings and papers on file herein, and any oral argument this Honorable Court may allow.

DATED this 21 day of December, 2013.

HAWKINS MELENDREZ, P.C.



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1 **POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

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

13 **II.**

14 **STATEMENT OF LAW**

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

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

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

25 Rule 62(b) gives the court extremely broad discretion to enter a stay without security during the
26 pendency of post-judgment motions. Indeed, unlike Rule 62(d)'s provision for stays upon appeal,
27 Rule 62(b) does not even refer to a supersedeas bond.
28

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

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

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

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

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

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

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

11
12 **III.**
13 **LEGAL ARGUMENT**

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

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

28

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IV.

CONCLUSION

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

AFFIRMATION PURSUANT TO NRS 239B.030

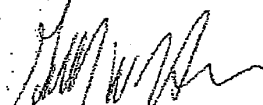
The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DECLARATION

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

Dated this 20th day of December, 2013.

HAWKINS MELENDREZ, P.C.

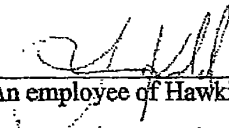


GEOFFREY W. HAWKINS, ESQ.
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Phone: (702) 318-8800
*Attorneys for Defendant
Reza Zandian*

1 **CERTIFICATE OF SERVICE**

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

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

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

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1/9/14

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Attorneys for Plaintiff Jed Margolin

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C. CLERK
DEPUTY

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

13 **OPTIMA TECHNOLOGY CORPORATION,**
a California corporation, **OPTIMA**
14 **TECHNOLOGY CORPORATION,** a Nevada
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

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

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

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

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

9 After filing several motions to dismiss and to set aside the prior default judgment and
10 after filing a general denial to the amended complaint, Zandian’s counsel, John Peter Lee,
11 withdrew from his representation of Zandian. When Mr. Lee filed his motion to withdraw he
12 provided a last known address for his client: 8775 Costa Verde Blvd, San Diego, CA. Without
13 providing an affidavit or any evidence, Zandian now argues that the address Mr. Lee provided
14 to the Court was incorrect. However, the address Mr. Lee provided to the Court is the same
15 address Mr. Lee provided to the Nevada Supreme Court in another unrelated matter in another
16 motion to withdraw. *See* Notice of Withdrawal, Amended Certificate of Mailing and Motion
17 to Withdraw, dated 2/22/13 and 2/13/13, respectively, attached hereto as Exhibit 1.
18

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

1 San Diego, CA, printed on the check); Exhibit 6 (checks, dated 11/28/11, 12/2/11, 1/25/12,
2 2/29/12, 3/1/12, 10/30/12, 1/15/13, showing Zandian maintained his 8775 Costa Verde Blvd,
3 San Diego, CA, address, including checks to the IRS and the Washoe County Treasurer);
4 Exhibit 7 (Wells Fargo bank statements from December 2011, March 2012 and April 2012
5 showing the 8775 Costa Verde Blvd, San Diego, CA, address); *see also* Exhibit 8 (Wells
6 Fargo/Visa statements, dated August 2011, August 2013, September 2013, October 2013
7 showing a San Diego address); Exhibit 9 (Visa statement, dated 4/10/13, showing Zandian
8 made four purchases in California on 3/15/13 which is the same date Zandian alleges he filed
9 the appeal with the French address); Exhibit 10 (Visa statements showing Zandian making
10 many purchases in California, not France, in September and October of 2011); Exhibit 11
11 (property summary screen for one of Zandian's Clark County properties currently listing his
12 8775 Costa Verde, San Diego, CA, address, not France); Exhibit 12 (checks, dated 1/25/12,
13 1/24/13, 2/21/13, 2/24/13 and 6/30/13, from Zandian to the Secretary of State of California,
14 United States Treasury, Employment Development Department, and the Internal Revenue
15 Service, all with the 8775 Costa Verde, San Diego, CA, address, and all of the checks are
16 written for Optima Technology Corp, which is another named defendant in this matter).
17
18

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

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

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

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

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

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

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

25
26
27 ¹ Zandian fails to inform the Court as to how he all of a sudden came back from France and found out about the
28 default judgment in this matter. Zandian fails to indicate how or where he found out about the default. The fact
is Zandian continued to receive the papers, pleadings and motions in this matter. For reasons known only to
Zandian, it is only now that Zandian resurfaces to again move the Court to set aside the default judgment.

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

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

13 III. Zandian Has Not Shown Good Cause

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

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

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

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

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

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

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

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

9
10 It is inexcusable for Zandian to willfully ignore and refuse to respond to the discovery,
11 motions or applications filed in this matter. Thus, because Zandian maintained his San Diego
12 address and knew about this matter and willfully ignored and delayed this case, Zandian has
13 not and cannot set forth any facts or evidence that would demonstrate that he promptly applied
14 to remove the judgment, lacked intent to delay the proceedings, was ignorant of the procedures
15 of the court or had good faith. *See Ogle v. Miller*, 87 Nev. 573, 576, 491 P.2d 40, 42 (1971).
16 Zandian's motion must be denied.

17
18 **V. Zandian Has Not Demonstrated A Meritorious Defense**

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

26
27 However, the requirement to show a meritorious defense has been overruled and is no
28 longer a requirement to set aside a judgment. *Epstein v. Epstein*, 113 Nev. 1401, 1405, 950

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

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

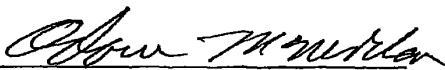
12 **VI. Conclusion**

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

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

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

18 Dated this 9th day of January, 2014.

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

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

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

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

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

Optima Technology Corp.
A California corporation
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Alborz Zandian
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Johnathon Fayeghi, Esq.
Hawkins Melendrez
9555 Hillwood Dr. Suite 150
Las Vegas, NV 89134
Counsel for Reza Zandian

Dated: January 9, 2014

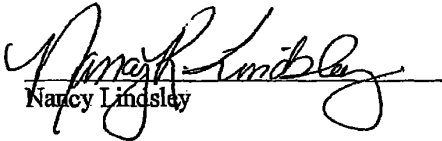

Nancy Lindsley

Exhibit 1

Exhibit 1

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IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Plaintiff,

v.

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

Defendants.

No. 61694

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

AND ALL RELATED COUNTERCLAIMS AND THIRD-PARTY CLAIMS

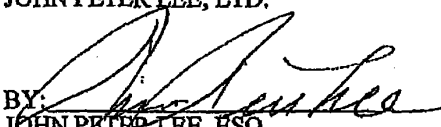
1334.024072-1d

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

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

DATED this ___ day of February, 2013.

JOHN PETER LEE, LTD.

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

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CERTIFICATE OF MAILING

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

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


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

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

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

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

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


An employee of
JOHN PETER LEE, LTD.

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IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Plaintiff,

v.

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

Defendants.

No. 61694

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

AND ALL RELATED COUNTERCLAIMS AND THIRD-PARTY CLAIMS

1334.024072-1d

AMENDED CERTIFICATE OF MAILING

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

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


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

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

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

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

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


An employee of
JOHN PETER LEE, LTD.

Docket 61694 Document 2013-04757

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IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Plaintiff,

v.

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

Defendants.

AND ALL RELATED COUNTERCLAIMS AND THIRD-PARTY CLAIMS

1334.024072-d

No. 61694

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

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

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

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

STATE OF NEVADA)
COUNTY OF CLARK) ss:

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

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

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

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

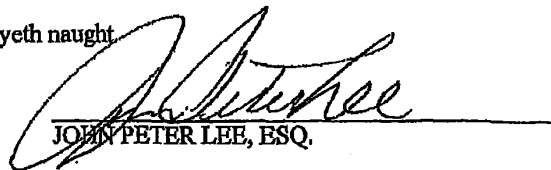
9 Reza Zandian
10 8775 Costa Verde Blvd.
11 San Diego, California 92122

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

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

19 6. This Declaration is made in good faith.

20 FURTHERMORE, Declarant sayeth naught.

21 
22 JOHN PETER LEE, ESQ.

23 **POINTS AND AUTHORITIES**

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

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

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

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

DATED this 3 day of February, 2013.

JOHN PETER LEE, LTD.

BY: 

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

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CERTIFICATE OF MAILING

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

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

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

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

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



An employee of
JOHN PETER LEE, LTD.

Exhibit 2

Exhibit 2

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

GOLDEN ENTERPRISES, INC.
P O BOX 2680
MANCHESTER, CT 06045

PAYABLE DATE 10/31/2012 CHECK NUMBER 76013421 \$0.13
453

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

001 450 38101010
ZANDIAN-REZA-0100

00008059 01 MB 0.404 01 TR 00035 S02DBA01 010000

PAY TO THE ORDER OF:

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

PAY ***** \$0.13



[Signature]
AUTHORIZED SIGNATURE

1160 10 12309574

2446277923

Vertical stamp and signature area with circular scribble.

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

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 3

Exhibit 3

Golden Enterprises, Inc.

The Bank of New York Mellon
Pittsburgh, Pennsylvania

60-10
433

PLEASE DEPOSIT THIS CHECK PROMPTLY

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

Check Number 0040800641

30 Jan 2013

\$***0.13***

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

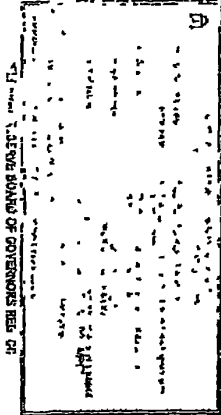
ComputerShare Shareowner Services LLC
Authorized Paying Agent

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

[Handwritten Signature]

⑆80⑆ ⑆36⑆⑆50⑆

82450211



2446277922

THIS CHECK CANNOT BE CASHED AT BANK OF AMERICA - DO NOT ACCEPT WITHOUT
NOTING CHECK LINK WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK
[Handwritten Signature]
THREE SIGNATURE
DO NOT WRITE ON SIGNATURE LINE
Faint vertical text on the left side of the signature area.

REQUEST 0000553088100000 0.13
ROLL BCIA 20130220 000002446277922+
JOB BCIA P ACCT 000000001361650
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 4

Exhibit 4

Withdrawal/Retiro:

(Check One/ uno)

Checking/Cuenta de Cheques

Savings/Ahorros

Money Market Access

Command

7779



Account Number/
Numero de Cuenta

Date/Fecha 02/20/13

Rate 0% Type DR Date 02/20/13
Interest DR AD DR
Tax DR Fee DR

Please Print Name -/Lista de nombre, Nombre
REZA ZANDIAN JAZI

I authorize this withdrawal and acknowledge receipt of the amount shown below.
Yo autorizo este retiro y reconozco de haber recibido la cantidad que se muestra abajo.
Please sign in letter/Presence/Favor de firmar en la presencia del cajero.
Por favor firmar en la presencia del cajero. (If required by program, require two signs de representación).

Please Print Street Address, City, State, Zip Code/Lista de nombre: Domicilio, Ciudad, Estado, Código Postal

TWO THOUSAND FIVE HUNDRED Dollars \$ 2500.00

Bank Use Only (When SVT is Not Available) TEL 8220 (24/7) 8911 1211074

Customer ID Exp Date Token Number (if C) Approval

⑆ 7779 ⑆ 500000894⑆

2446277926

REQUEST 0000553088300000 2500.00
ROLL ECIA 20130220 000002446277926
JOB ECIA P ACCT 1140002961476971
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 5

Exhibit 5

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

109

18-24/1220 4784
7061609620

1/13/2012
Date

Pay to the
Order of

Mr. John Peter Lee Esq.

\$ 3000⁰⁰

Three Thousand ⁰⁰/₁₀₀

Dollars



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

[Handwritten signature]

For

334.024072

5920 00104 0000000000

[Faint, illegible text]

1 2013 41

0209

BANK OF AMERICA NA LUG
12200066614 E7895 94 P85
01/13/12

[Barcode]

JOHN PETER LEE
ATTORNEY AT LAW
TRUST ACCOUNT
01 344 7244
FOR DEPOSIT ONLY
BANK OF AMERICA NA LUG
12200066614 E7895 94 P85
01/13/12

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

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 6

Exhibit 6

NILOOFAR FOUGHANI
8776 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-6340

Type _____
Issue/Exp. _____
Tm. Dep. only _____
Held _____
Open
AD _____
OV _____
Sig _____
HFP _____
Memo _____

1543

18-06/1220
1102

NOV 28 11 DATE

PAY TO THE ORDER OF Reza Zandian

\$ 25,000.00

Twenty five thousand and DOLLARS

Bank of America
Lo Jolla Plaza
4580 La Jolla Village Dr
San Diego CA
658.452.8400

VALUED
Customer Since
2002

no/100

FOR _____

Small vertical text on the left side of the check, likely a routing slip or bank information, partially obscured by a signature.

REQUEST 0000553088400000 25000.00
ROLL ECIA 20111128 000003895807005+
JOB ECIA P ACCT 0001543110280392
REQUBSTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

102

18-24/1220 4784
7001505920

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

Date: Dec 02 11

Pay to the Order of: SCRIPS CLINIC \$ 128.³⁰

One hundred twenty eight and 30/100 Dollars

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

Medical record number
For: 70092-8451

15920 00102

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

REQUEST 0000553089400000 128.30
ROLL BCIA 20111227 000008412179999
JOB BCIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

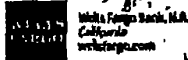
G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-8340

115
18-841220 4784
7081505420

11/25/2012 Date

Pay to the Order of Secretary of State of California \$ 25.00

Twenty Five 09/100 Dollars



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

For optime technology Corp.

05920 00115 0000002500

BANK OF AMERICA NA SFC
122000654 E 13 94 P 12
01/09/12

11/25/12

1 5 3 1 5

12-015911

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

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8778 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

116
16-24/1220 4784
7051606820

2/29/2012 Date

Pay to the Order of Mr. Bill McClain \$ 988.50

Nine Hundred Eighty Eight 50/100 Dollars



For February 2012 Interest

⑆100⑈0295⑆

DEPLATER NEVAD
FDIT UNIO
0 5 2012
PAID
VER LER #1576

778414

REQUEST 0000559089400000 988.50
ROLL BCIA 20120306 000008411462952
JOB BCIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

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

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

157
 10/30/2012
 10-24/1220 4704
 7001505920

Pay to the Order of **IRS** \$34.01

Thirty four and 01/100 Dollars

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

For _____

05920 00157 0000003401

0390033166
 011113

W:2911701107032367001330391754
 201203 01112013

2-0
 015
 01

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

Subpoena Processing Chandler
 S3928-020
 Phoenix AZ 85038

Exhibit 7

Exhibit 7

Wells Fargo Combined Statement of Accounts

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



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

Questions?

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

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

TTY: 1-800-877-4833

En español: 1-877-727-2832

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

Online: wells Fargo.com

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

P.O. Box 6995

Portland, OR 97228-6995

You and Wells Fargo

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

Summary of accounts

Checking and Savings

Account	Page	Account number	Ending balance last statement	Ending balance this statement
Wells Fargo Money Market Savings SM	1		20,085.16	0.00
Wells Fargo Money Market Savings SM	2		100.05	0.00
Total deposit accounts			\$20,185.21	\$0.00

Wells Fargo Money Market SavingsSM

Activity summary

Beginning balance on 12/1	\$20,085.16
Deposits/Additions	75.00
Withdrawals/Subtractions	- 20,170.16
Closing balance on 12/1	\$0.00

Account number: 1343970818

G REZA ZANDIAN JAZI
 NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 121042882

Wells Fargo® Preferred Checking

Account number: 1920 ■ March 7, 2012 - April 5, 2012 ■ Page 1 of 4



G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN
 8776 COSTA VERDE BLVD APT 217
 SAN DIEGO CA 92122-6340

Questions?

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

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

TTY: 1-800-877-4833

En español: 1-877-727-2832

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

Online: wellsfargo.com

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

P.O. Box 6995

Portland, OR 97228-6995

You and Wells Fargo

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

Account options

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

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

Activity summary

Beginning balance on 3/7	\$200.67
Deposits/Additions	2,341.82
Withdrawals/Subtractions	- 2,109.58
Ending balance on 4/5	\$342.91

Account number: 7091805920

G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use
 Routing Number (RTN): 121042662

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Saving

Exhibit 8

Exhibit 8

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 3

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

Balance Summary

Previous Balance	\$1,495.70
- Payments	\$899.38
- Other Credits	\$323.83
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$2,680.48
+ Fees Charged	\$0.00
+ Interest Charged	\$21.88
= New Balance	\$3,005.11
Total Credit Limit	\$2,900

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2285
 Outside the US Call Collect: 1-926-825-7600
 Wells Fargo Online®: wells.fargo.com

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

Total Available Credit \$0

Payment Information

New Balance	\$3,005.11
Minimum Payment	\$82.00
Over/Inl Amount	\$105.11
Total Amount Due	\$167.11
Payment Due Date	10/08/2011

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

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

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

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	17 years	\$9,080
\$104	3 years	\$3,732 (Savings of \$2,328)

If you would like information about credit counseling services, refer to www.usdoj.gov/ustice/bapcpa/ccde/cc_approved.htm or call 1-877-285-2188.

Important Information

YOUR BALANCE EXCEEDS YOUR CREDIT LIMIT. CALL 1-800-646-6883 OR VISIT WELLSFARGO.COM TO MAKE A PAYMENT. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	25,904
Credit Card Points Earned:	2,057
Check Card Points Earned:	228
Earn More Miles Bonus Points:	0
Total Available Points:	28,189

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

Track your points balance or get more information at www.WellsFargoRewards.com or by calling 1-877-517-1858.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 YKG 1 7 8 118909 0 0 PAGE 1 of 3 1 0 5583 2090 8049 01025596

Detach and mail with check payable to Wells Fargo

Account Number 7470
 New Balance \$3,005.11
 Minimum Payment \$82.00
 Over/Inl Amount \$105.11
 Total Amount Due \$167.11
 Payment Due Date 10/08/2011

374707

Amount Enclosed



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

G R JAZI
 PO BOX 627674
 SAN DIEGO CA 92162-7874

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

Wells Fargo Combined Statement of Accounts

Primary account number:

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



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

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

Questions?

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

1-800-TO-WELLS (1-800-889-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932 TTY: 1-888-365-8052

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

Online: wellsfargo.com

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

You and Wells Fargo

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

Account options

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

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

IMPORTANT ACCOUNT INFORMATION

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

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

(825) line #34
Sheet Seq = 0008188
Sheet 00001 of 0004

G REZA ZANDIAN JAZI
Account No. 761-2359760



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

See back for important information about your account.

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

ACCOUNT SUMMARIES

PERSONAL LINE OF CREDIT STATEMENT

CREDIT LINE SUMMARY		ACCOUNT ACTIVITY SUMMARY		PAYMENT INFORMATION	
Credit Limit	\$8,600.00	Previous Balance	\$8,177.51	New Balance	\$7,937.88
Available Credit	\$882.00	Payments/Credits	-\$328.00	Minimum Payment Due	\$183.00
Statement Closing Date	August 20, 2013	Advances/Other Activity	\$0.00	Payment Due Date	September 14, 2013
		Fees Charged	\$0.00		
		Interest Charged	\$88.35		
		New Balance	\$7,937.88		

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

If you make no additional advances on this account and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	24 years	\$18,835
\$258	3 years	\$9,561 (Savings = \$7,074)

If you would like information about credit counseling services, refer to: www.usdcj.gov/us1e/eb/epops/codato_approved.htm or call 877-285-2108.

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

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

TRANSACTIONS

Post Date	Trans Date	Reference	Description	Amount
07/27	07/27	P608100810A8XN003	ONLINE PAYMENT	-\$328.00
FEES				
TOTAL FEES FOR THIS PERIOD				\$0.00
INTEREST CHARGED				
08/20	08/20		Interest Charged on Advances	\$88.35
TOTAL INTEREST FOR THIS PERIOD				\$88.35

2013 Totals Year-to-Date	
Total fees charged in 2013	\$76.00
Total interest charged in 2013	\$872.25

INTEREST CHARGE CALCULATION

YOU MAY PAY YOUR BALANCE IN FULL AT ANY TIME.

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
ADVANCES	12.50% (v)	\$7,881.08	\$88.35

Notice: See reverse side for important information about your account.
5596 730 1 7 13 130820 8 ENCL 1 of 2 1 0 3081 7610 P602 CLM5556

Detach and mail with check payable to Wells Fargo.
Print address/phone changes below:

Home ()

Account No. 359760
New Balance \$7,937.88
Minimum Payment Due \$183.00
Payment Due Date September 14, 2013

Payment Enclosed \$

076123597600000153000000793786

WELLS FARGO CARD SERVICES YSA
PO BOX 30087 16
LOS ANGELES CA 90030-0087
|||

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

Wells Fargo Money Market SavingsSM

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



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

Questions?

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

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

TTY: 1-800-877-4833

En español: 1-877-727-2832

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

Online: wellsfargo.com

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

P.O. Box 6985

Portland, OR 97228-6985

You and Wells Fargo

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

Activity summary

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

Account no: 6971

G REZA ZANDIAN JAZI

ALBORZ ZANDIAN

NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 121042882

Interest summary

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

Wells Fargo® Preferred Checking

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



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

Questions?

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

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

TTY: 1-800-877-4833

En español: 1-877-727-2932

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

Online: wells Fargo.com

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

P.O. Box 0985

Portland, OR 97228-8985

You and Wells Fargo

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

Account options

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

- Online Banking Direct Deposit
- Online Bill Pay Auto Transfer/Payment
- Online Statements Overdraft Protection
- Mobile Banking Debit Card
- My Spending Report Overdraft Service

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

No purchase or obligation necessary to enter or win.

Activity summary

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

Account number 1920

G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 121042882

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 00002981476971

WELLS FARGO

VISA

Account Number
Statement Billing Period
Page 1 of 2

Ending In 7478
10/22/13 to 11/10/13



Balance Summary

Previous Balance \$1,730.81
- Payments
- Other Credits
+ Cash Advances
+ Purchases, Balance Transfers & Other Charges
+ Fees Charged
+ Interest Charged
= New Balance
Total Credit Limit

24-Hour Customer Service: 1-800-842-4720
TTY for Hearing/Speech Impaired: 1-800-419-2355
Outside the US Call Collect: 1-822-824-7800
Wells Fargo Online: wells Fargo.com

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

Total Available Credit

Payment Information

New Balance
Minimum Payment
Payment Due Date

Wells Fargo Rewards® Program Summary

Rewards Balance as of:

The Rewards Balance is for Rewards ID 80003206990.
This balance may be inclusive of other contributing Rewards accounts. For up-to-date Rewards Balance information, or more ways to earn and redeem your rewards, visit MyWellsFargoRewards.com or call 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
10/16	10/18	7448242836A9L41V	ONLINE PAYMENT	189.00	
10/22	10/22	7448942836AALJ6Z5	BRANCH PAYMENT OASH REF# DZEBQNFYTN	1,400.00	
Other Credits					
10/11	10/12	F8583005000AL294	REFUND OF LATE FEES	55.00	

Purchases, Balance Transfers & Other Charges

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD

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

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5516 YW 1 7 2 23119 0 PAGE 1 OF 3 10 091 2000 8425 81973136

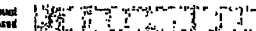
Account Number
New Balance
Minimum Payment
Payment Due Date

478

4707

YK3 4

Amount Enclosed



WELLS FARGO CARD SERVICES
PO BOX 8008
LOS ANGELES CA 90030-0008

G R JAZZ
PO BOX 822674
SAN DIEGO CA 92182-7674

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

Exhibit 9

Exhibit 9

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 3

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

Balance Summary

Previous Balance	\$1,848.09
- Payments	\$216.16
- Other Credits	\$0.00
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$2,372.57
+ Fees Charged	\$8.80
+ Interest Charged	\$40.34
= New Balance	\$3,842.84

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2285
 Outside the US Call Collect: 1-825-825-7600
 Wells Fargo Online®: wells Fargo.com

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

Total Credit Limit \$3,800 Total Available Credit \$0

Payment Information

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

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

Late Payment Warning: If we do not receive your Minimum Payment by 05/05/2013, you may have to pay a late fee up to \$35.
 Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

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

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

Important Information

YOUR BALANCE EXCEEDS YOUR CREDIT LIMIT. CALL 1-800-646-6383 OR VISIT WELLSFARGO.COM TO MAKE A PAYMENT. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	67,768
Points Earned:	2,573
Earn More Make® Bonus Points:	0
Points Redeemed:	0
Total Available Points:	70,141

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

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

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

3556 YKG 1 7 6 130410 8 0 PAGE 1 of 3 1 0 8583 2000 8049 01DFE336

Detach and mail with check payable to Wells Fargo

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

174709

Amount Enclosed



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

G R JAZI
 PO BOX 927874
 SAN DIEGO CA 92192-7874

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

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Billing Rights Statement. If you believe your bill is wrong (an "Error"), or if you need more information about a transaction on your bill, write to us on a separate sheet of paper as soon as possible at P.O. Box 622, Des Moines, IA 50306-0622. We must have your bill no later than 60 days after we sent you the first bill on which the Error appeared. You may notify us using other means (including calling us) at the number listed on the front of the statement, but doing so will not preserve your rights.

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

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

You do not have to pay any alleged Error amount while we are investigating, but you are still obligated to pay the portion of your bill that are not part of the alleged Error amount. While we investigate, we cannot report you as delinquent or take any action to collect the alleged Error amount. If you have authorized us to use your credit card bill automatically from your savings or checking account, you can stop the payment on any account that believes is an Error. To do this, you must give us written notice at least 10 business days before the automatic payment is scheduled to occur.

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

Credit Information: NOTICE: We may provide information about your account to consumer reporting agencies. You have the right to dispute the accuracy of information that we have reported by writing to us at P.O. Box 14817, Des Moines, IA 50306-0417 and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to an identity theft, you will need to provide us with an identity theft report.

Payments: "Controlling Payments" are payments mailed using the enclosed envelope and payment option to the payment address specified on the statement or, generally, made via the "Transfer" tab of Wells Fargo's "My Wells Fargo" website. "Controlling Payments" are payments made by Wells Fargo Online Banking or Wells Fargo Mobile. "Non-Controlling Payments" are payments made by any other means and may not receive credit for up to five days after the date of receipt. Non-Controlling payments include, but are not limited to, placing the payment envelope and payment envelope in another envelope.

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

Payment by Mail for Less Than Account Balance Request: If you intend to pay your account by mail with an amount less than the total owed on your account, you must send your request to us at: P.O. Box 607, Portland, OR 97208-0607. Each payment will not change your bill.

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

How to Avoid Paying Interest on Purchases: You Pay Your Due Date is at least 25 days after the date of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date on each billing cycle and before the end of the billing period.

Secured Accounts: For secured accounts, your credit card account is secured by a pledge of your Secured Card Collateral Account with Wells Fargo Bank, N.A., established in connection with your application for the card. You agree that this pledge includes and gives the right to redeem, collect and withdraw any part of the account of the Secured Card Collateral Account upon any default under your Secured Card credit card agreement, or in the event your Secured Card credit card agreement is terminated by Bank for any reason. This pledge is given as a security interest for any and all amounts you owe, including interest, fees and charges, on your Secured Card credit card account, and on any other account, including the Secured Card Collateral Account to pay all key balances on the credit card account. If there are any funds remaining in the Collateral Account after being used, the funds may remain on deposit for up to 90 days before being refunded to you.

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

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

INFORMACIÓN IMPORTANTE SOBRE SU CUENTA

Reclamo de Derechos de Facturación. Si cree que hay algún error en su estado de cuenta (un "Error"), o si necesita más información sobre una transacción que aparece en su estado de cuenta, por favor envíe una copia de su estado de cuenta y una descripción del Error a: P.O. Box 622, Des Moines, IA 50306-0622. Debemos recibir su estado de cuenta y una descripción del Error dentro de un lapso de 60 días de la fecha en que le hicimos enviado el primer estado de cuenta en que apareció el Error. Puede comunicarse con nosotros por otros medios (lo que incluye llamar al número que aparece en el frente del estado de cuenta) para el hábito no preservará sus derechos.

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

- El nombre y número de cuenta.
La fecha y el monto en dólares del Error del que se trata.
Una descripción del Error y la razón por la cual usted cree que es un Error. Si necesita más información, por favor describa el ítem del que se está quejando.

No tiene que pagar el monto del supuesto Error mientras lo investigamos, pero seguirá obligado a pagar las porciones del saldo de su cuenta que no forman parte del monto del supuesto Error. Mientras investigamos, no podemos reportar su cuenta de delincente. Si usted autoriza para cubrir el saldo de su cuenta de crédito, usted puede cancelar el pago de su tarjeta de crédito. Para detener el pago de su tarjeta de crédito, debe darnos un aviso escrito dentro de los 10 días hábiles antes del día de que está programado el pago automático.

Regla Especial para Compras con Tarjetas de Crédito: Si usted tiene algún problema con la calidad de los bienes o servicios que adquirió con una tarjeta de crédito, y ha intentado de buena fe resolver el problema con el comerciante, usted no tiene que pagar el monto restante programado por los bienes o servicios. Usted cuenta con esta protección solamente si el precio de compra excede a los \$50 y la compra fue realizada en el estado en que reside o a una distancia no superior a 100 millas de su domicilio postal, y siempre que no haya pagado el monto total de la compra en disputa. El comercio de productos o servicios de carácter recurrente, o si el comercio por correo no está programado de pago automático, todas las compras están cubiertas, sin importar el pago o lugar de la compra.

Información de Crédito: AVISO: Podemos dar información sobre su cuenta a las agencias de informes sobre consumidores. Usted tiene el derecho de cuestionar la exactitud de la información reportada por nosotros al estado o a la ciudad de destino: P.O. Box 14817, Des Moines, IA 50306-0417. En su carta, deberá dar la información específica que sea inexacta o en disputa, y fundamentar cualquier disputa con documentación de respaldo. Si considera que se trata de información relacionada con el robo de identidad, deberá enviarnos una denuncia de robo de identidad correspondiente.

Pagos. Los "Pagos en Controlabilidad" son pagos enviados con el sobre adjunto y la fecha de pago o la dirección de pago especificada en el estado de cuenta o en general a través de la ficha "Transferir" (si está disponible en inglés o "Mover a Pagarme" en la ficha "Account Activity") del documento de los servicios bancarios en línea de Wells Fargo en www.wellsfargo.com. Los "Pagos en Controlabilidad" incluyen pagos por correo o por depósito en un cajero automático, pagos en efectivo, pagos en efectivo en un cajero automático o en un cajero automático. Los "Pagos en Controlabilidad" no incluyen pagos en efectivo por depósito en un cajero automático o en un cajero automático. Los "Pagos en Controlabilidad" no incluyen pagos en efectivo por depósito en un cajero automático o en un cajero automático. Los "Pagos en Controlabilidad" no incluyen pagos en efectivo por depósito en un cajero automático o en un cajero automático. Los "Pagos en Controlabilidad" no incluyen pagos en efectivo por depósito en un cajero automático o en un cajero automático.

Aviso Sobre Conversión de Cheques Electrónicos: Al proporcionar un cheque como forma de pago, usted nos da su autorización para utilizar la información de su cheque a fin de realizar una sola transferencia electrónica de su cuenta a procesar el pago como una transacción de cheque. Cuando nosotros usamos la información de su cheque para realizar una transferencia electrónica de fondos, los fondos podrán ser reducidos de su cuenta tan pronto como el primer día en que recibimos el pago, y el importe de la reducción se le restará de su cuenta.

Pago Total por un Monto Menor al Saldo de la Cuenta: Si usted desea pagar la totalidad del saldo de su cuenta por un monto menor al saldo total indicado en su estado de cuenta, deberá enviarnos su solicitud a la siguiente dirección: P.O. Box 607, Portland, OR 97208-0607. Dichos pagos no cancelarán la totalidad de su deuda.

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

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

Cuentas Garantizadas. Para Cuentas Garantizadas, su cuenta de tarjeta de crédito está garantizada por la entrega en prenda de su Cuenta Garantizada de Tarjetas Garantizadas de Wells Fargo Bank, N.A., establecida en prenda con su tarjeta de crédito. Usted acepta que esta entrega en prenda incluye y da al Banco el derecho a recibir, cobrar o retirar cualquier parte del saldo de la cuenta depositada en la Cuenta Garantizada de Tarjetas Garantizadas en caso de cualquier acto de incumplimiento bajo un acuerdo de la tarjeta de crédito garantizada, o a otro día que dicho acuerdo sea firmado por el Banco, por usted o por el Banco. Esta garantía se otorga como garantía de cada tipo y fecha las mismas que usted acepta, incluidos los intereses, costas y costos que puedan generarse bajo un acuerdo de Tarjetas de Crédito Garantizadas. Usted está de acuerdo en que si la Cuenta de Tarjetas de Crédito Garantizadas se queda por cualquier razón, el Banco podrá aplicar los fondos pendientes en la Cuenta Garantizada de Tarjetas Garantizadas para pagar cualquier saldo en la cuenta de tarjeta de crédito. Si después de haberse otorgado la Cuenta Garantizada, dichos fondos pueden permanecer en depósito durante hasta 90 días antes de que sean devueltos a usted.

Información Especial para los Residentes de Colorado. La ley de Colorado exige que Wells Fargo le ofrezca la opción de iniciar un procedimiento de conciliación previo. El formulario de conciliación previo firmado enviado a Wells Fargo a través de los registros de sus cuentas al departamento de Servicios Sociales del condado o a la oficina del orden público local para investigar y resolver cualquier disputa o problema. El formulario de conciliación previo es el formulario de este estado de cuenta para obtener una copia del formulario.

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

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

Form with fields for ACCOUNT FIRST NAME, ACCOUNT LAST NAME, NEW STREET ADDRESS, PO BOX/APT #, CITY, STATE/ZIP, HOME PHONE, WORK PHONE.

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 2 of 3

Ending In 7476
03/12/2013 to 04/10/2013

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
03/16	03/16	7448542200A8164K2	ONLINE PAYMENT	20.00	
03/30	03/30	7448542250A8X54KK	ONLINE PAYMENT	150.00	
03/30	03/30	7448542280A8X56Y6	ONLINE PAYMENT	45.16	
TOTAL PAYMENTS FOR THIS PERIOD				\$215.16	

Purchases, Balance Transfers & Other Charges

03/10	03/12	244273328LM817DT7	MOTHER'S MARKET & K IRVINE CA		11.08
03/11	03/12	240160827FYP8LEPW	SHELL OIL 67442723003 IRVINE CA		67.38
03/11	03/12	244273328LYJ4M26CQ	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.42
03/11	03/12	244273327LM88KAYA	MOTHER'S MARKET & K IRVINE CA		5.98
03/11	03/12	244273327LM88KATX	MOTHER'S MARKET & K IRVINE CA		3.88
03/11	03/12	24445002765839KXV	OO AUTO RENTAL NEWPORT BEACH CA		15.14
03/11	03/12	24445002765839KOE	OO AUTO RENTAL NEWPORT BEACH CA		106.00
03/12	03/12	244273327LYJ5YK9TT	MOTHER'S MARKET & K IRVINE CA		11.16
03/12	03/12	244273327LYJ6Z276	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.42
03/13	03/13	24224432931T6H5MR	PANINI CAFE-IRVINE IRVINE CA		10.75
03/13	03/13	244273328LYJ4HGRB	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.42
03/13	03/13	244273328LYJ4H4H7	MOTHER'S MARKET & K IRVINE CA		4.40
03/13	03/13	244273328LYJ4H8F3	MOTHER'S MARKET & K IRVINE CA		9.48
03/13	03/13	2449368288B30SJD3	HEN HOUSE GRILL IRVINE CA		14.03
03/14	03/14	244273328LYJ64DX3	MOTHER'S KITCHEN-IRVIN IRVINE CA		4.25
03/14	03/14	244273328LYJ64ZGB	MOTHER'S MARKET & K IRVINE CA		4.28
03/14	03/14	24431062961B8WKTD	JOHN PETER LEE LTD 702-362-4044 NV		750.00
03/14	03/14	24445002A007YMMWV	WHOLEFDS JAM 10231 TUSTIN CA		10.69
03/14	03/14	24445002A2X4H8BZN	MARSHALLS #0558 IRVINE CA		17.28
03/15	03/15	2431808282BFY844S3	SHELL OIL 67442723003 IRVINE CA		70.55
03/15	03/15	24427332ALYJ6REB6	MOTHER'S MARKET & K IRVINE CA		4.88
03/15	03/15	24445002800619D88	WHOLEFDS JAM 10231 TUSTIN CA		20.46
03/15	03/15	24445712A8FL480G9	RALPHS #0080 IRVINE CA		15.99
03/16	03/16	244273328LYJ6ZJ69	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.69
03/16	03/16	24431062Q0A818DY3	CHIPOTLE 1441 NEWPORT BEACH CA		11.72
03/16	03/16	24445712C8FNLKQ3B	RALPHS #0080 IRVINE CA		41.52
03/17	03/17	24493682C8690PFZV	HEN HOUSE GRILL IRVINE CA		24.39
03/18	03/18	24427332DLYJ5JFT2P	MOTHER'S KITCHEN-IRVIN IRVINE CA		16.72
03/18	03/18	24445002E007HMF8V	WHOLEFDS JAM 10231 TUSTIN CA		22.18
03/19	03/19	24184052FB01A0418	EXXONMOBIL 97618888 IRVINE CA		27.00
03/19	03/19	24427332ELYJ42LRM	MOTHER'S MARKET & K IRVINE CA		3.89
03/19	03/19	24445002F2X7F6V2V	WHOLESOOME CHOICE MARKET IRVINE CA		19.42
03/20	03/20	24184072F2LR7J6KN	TARGET 60003388 IRVINE CA		12.41
03/20	03/20	24224432931T8E29Q	PANINI CAFE-IRVINE IRVINE CA		10.75
03/20	03/20	24328042FGTFVZ6PK	FLETOHER JONES MOTORCA NEWPORT BEACH CA		394.24
03/20	03/20	24427332FLYJ4FYPM	MOTHER'S MARKET & K IRVINE CA		34.57
03/20	03/20	24427332FLYJ4FZB7	MOTHER'S MARKET & K IRVINE CA		3.89
03/20	03/20	24427332FLYJ4G0BK	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.47
03/21	03/21	24164072G0H02B98F	ENTERPRISE RENT-A-CAR NEWPORT BEACH CA		54.35
03/21	03/21	24427332GLYJ4JXEA	MOTHER'S MARKET & K IRVINE CA		3.89
03/21	03/21	24491062H8AS19FD3	CHIPOTLE 1441 NEWPORT BEACH CA		11.72
03/22	03/22	24224482J91T8SD8T	PANINI CAFE-IRVINE IRVINE CA		10.75
03/22	03/22	244273328LYJ6BHD0A	MOTHER'S MARKET & K IRVINE CA		4.88
03/22	03/22	24445002J2XJBA1YY	WHOLESOOME CHOICE MARKET IRVINE CA		32.94
03/23	03/23	24224432900W8FWQ3	COFFEE BEAN STORE NEWPORT BEACH CA		4.25
03/24	03/24	24427332KLYJ5EWS6	MOTHER'S MARKET & K IRVINE CA		103.49
03/24	03/24	24427332KLYJ5F6TG	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.47
03/24	03/24	24445002L2XEV4CY7	IN-N-OUT BURGER #133 SANTA ANA CA		6.16
03/25	03/25	242244328131T8Q0XV	PANINI CAFE-IRVINE IRVINE CA		11.83
03/25	03/25	24431062M609S9TDV	CHIPOTLE 0805 SANTA ANA CA		7.24
03/25	03/25	24318082NFYP8Q79B	SHELL OIL 67442723003 IRVINE CA		65.87
03/26	03/26	24427332MLYJ4D4C2	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.72
03/26	03/26	24427332MLYJ4Q57P	MOTHER'S MARKET & K IRVINE CA		10.81
03/26	03/26	24431062NS09S8TJ6	CHIPOTLE 0805 SANTA ANA CA		9.29
03/27	03/27	24019382P01LPP875	CALIFORNIA FISH GRILL #2 IRVINE CA		9.71
04/01	04/01	24164072VM60RR19H	PETCO #23 63806234 NEWPORT BEACH CA		18.35
04/01	04/01	24224432W31T8CKRE	PANINI CAFE-IRVINE IRVINE CA		12.00
04/01	04/01	24427332VLYJ41A86	MOTHER'S MARKET & K IRVINE CA		33.38
04/01	04/01	24427332VLYJ41NH3	MOTHER'S KITCHEN-IRVIN IRVINE CA		7.00
04/01	04/01	24427332VLYJ41828	MOTHER'S MARKET & K IRVINE CA		5.55
04/02	04/02	24129482X2X48WDWA	GULVER AUTO SPA IRVINE CA		12.99
04/02	04/02	24224432X1T8E7HN	PANINI CAFE-IRVINE IRVINE CA		12.00
04/02	04/02	24427332WLYJ42HGT	MOTHER'S KITCHEN-IRVIN IRVINE CA		7.00
04/02	04/02	24427332WLYJ42207	MOTHER'S MARKET & K IRVINE CA		5.43
04/02	04/02	24765012X8V5X83MR	CROWN ACE HARDWARE IRVINE CA		16.00
04/03	04/03	24071062X409T05MF	FRESH GRILLER - SANTA ANA CA		8.48
04/03	04/03	24427332XLYJ48ZCQW	MOTHER'S MARKET & K IRVINE CA		4.88
04/04	04/04	24071062Y4K8DBW14	FRESH GRILLER - SANTA ANA CA		11.44
TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD				\$2,372.57	

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD	\$0.00
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Continued

WELLS FARGO



VISA

Account Number
Statement Billing Period
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Ending In 7479
03/12/2013 to 04/10/2013

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Interest Charged					
			INTEREST CHARGE ON PURCHASES		40.84
			INTEREST CHARGE ON CASH ADVANCES		0.00
TOTAL INTEREST CHARGED FOR THIS PERIOD					\$40.84

2013 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2013	\$36.00
TOTAL INTEREST CHARGED IN 2013	\$128.59

Interest Charge Calculation

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.95%	\$3,351.28	30	\$40.84
CASH ADVANCES	23.99%	\$0.00	30	\$0.00

Wells Fargo News

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

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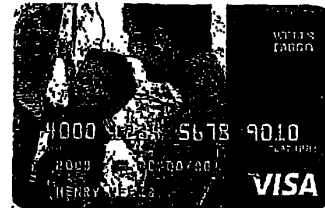


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¹Service provider fees may apply. ²Wells Fargo reserves the right to deny certain images.

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Exhibit 10

Exhibit 10

WELLS FARGO



VISA

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Ending In 7476
09/10/2011 to 10/11/2011

Balance Summary

Previous Balance	\$3,005.11	24-Hour Customer Service:	1-800-642-4720
- Payments	\$5,469.90	TTY for Hearing/Speech Impaired:	1-800-419-2265
- Other Credits	\$107.23	Outside the US Call Collect:	1-925-625-7600
+ Cash Advances	\$0.00	Wells Fargo Online®:	wellsfargo.com
+ Purchases, Balance Transfers & Other Charges	\$4,445.18	Send General Inquiries To:	
+ Fees Charged	\$0.00	PO Box 10347, Des Moines IA, 50306-0347	
+ Interest Charged	\$0.00		
= New Balance	\$1,873.14		
Total Credit Limit	\$2,900	Total Available Credit	\$1,004

Payment Information

New Balance	\$1,873.14	Send Payments To:	
Minimum Payment	\$18.00	PO Box 50088, Los Angeles CA, 90030-0088	
Payment Due Date	11/05/2011		

Late Payment Warning: If we do not receive your Minimum Payment by 11/05/2011, you may have to pay a late fee up to \$35.
 Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ..	And you will end up paying an estimated total of ...
Only the minimum payment	14 years	\$9,598
\$65	3 years	\$2,325 (Savings of \$1,272)

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

Important Information

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

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

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	28,458
Points Earned:	4,338
Earn More Mail® Bonus Points:	0
Bonus Points Earned:	0
Total Available Points:	33,456

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

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 Y20 1 7 6 111011 0 FAX 1 ac 0 10 5583 2000 8049 0125555

Detach and mail with check payable to Wells Fargo

Account Number	7470	
New Balance	\$1,873.14	
Minimum Payment	\$18.00	74706
Payment Due Date	11/05/2011	

YKG 4

Amount Enclosed



WELLS FARGO CARD SERVICES
 P.O. BOX 80088
 LOS ANGELES CA 90030-0088

G R JAZI
 PO BOX 827674
 SAN DIEGO CA 92182-7674

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

WELLS FARGO



VISA

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Ending In 7478
8/10/2011 to 10/11/2011

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
09/28	09/28	74465428G0A8GFYKH	BRANCH PAYMENT CHECK REF# DZEMQR4B47	946.91	
09/28	09/28	74465428G0A8GFYMB	BRANCH PAYMENT CHECK REF# DZEMQR4B47	0.13	
09/28	09/28	74465428G0A8GFYM3	BRANCH PAYMENT CHECK REF# DZEMQR4B47	22.88	
09/29	09/29	74465428G0A8GJLAA	ONLINE PAYMENT	3,000.00	
10/04	10/04	74465428G0A8M4WY1	ONLINE PAYMENT	1,600.00	
TOTAL PAYMENTS FOR THIS PERIOD				\$5,469.92	

Other Credits

09/15	09/15	741640783AAYME8YP	STARBUCKS CORP00140188 NEWPORT BEACH CA	2.25	
09/19	09/19	7444574872XE4J2RH	OFFICE DEPOT #881 IRVINE CA	104.98	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$107.23	

Purchases, Balance Transfers & Other Charges

09/08	09/10	24810747WWGNM48A3	CHECKERED FLAG HAND CARWA IRVINE CA		9.89
09/08	09/10	24316057WIFYRMAVYD	SHELL OIL 67442728003 IRVINE CA		88.84
09/08	09/10	24427337WLM88N4F0	MOTHER'S MARKET & K IRVINE CA		2.09
09/08	09/10	24736937W0G6JYVMR	THE FLAME BROILER IRVINE CA		6.03
09/09	09/10	24071057Y4KAOJ079	JAVIER'S ORYSTAL COVE NEWPORT COAST CA		11.00
09/09	09/10	24427337XLM8BLXEW	MOTHER'S MARKET & K IRVINE CA		2.09
09/09	09/10	24765427ZMAJ7Z9ZNM	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
09/10	09/10	24427337YLM8AB107	MOTHER'S KITCHEN-IRVIN IRVINE CA		7.00
09/10	09/10	24736937ZOGAABL70	THE FLAME BROILER IRVINE CA		6.03
09/11	09/11	24224437Z39VYVB2G	COFFEE BEAN STORE IRVINE CA		4.85
09/11	09/11	24391217Y89A8G1YK	UGI PARKING DPT IRVINE CA		6.00
09/11	09/11	24431067Z281KJSMKX	CHIPOTLE 1028 IRVINE CA		10.02
09/11	09/11	24446747Z2XD2KHZ	OFFICE DEPOT #881 IRVINE CA		10.55
09/12	09/12	244273380LM86XGNL	MOTHER'S MARKET & K IRVINE CA		4.19
09/12	09/12	244273380LM86XGWR	MOTHER'S MARKET & K IRVINE CA		22.14
09/12	09/12	2443106980AS19GEN	CHIPOTLE 1441 NEWPORT BEACH CA		9.89
09/12	09/12	24692187Z00R8J5TP	COX'OR CO COIM PHBY \$48-240-1212 CA		108.82
09/13	09/13	243160581FYRPH9QT	SHELL OIL 67442728003 IRVINE CA		66.60
09/13	09/13	243160581FYR46TAA	SHELL OIL 67442728003 IRVINE CA		2.89
09/13	09/13	244273381LM87HDKE	MOTHER'S MARKET & K IRVINE CA		2.88
09/13	09/13	244273381LM87H9WM	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.85
09/13	09/13	2476542814E88V448	USO HOSPITALITY RETAIL FO LOS ANGELES CA		7.99
09/14	09/14	24210738280QTM6AJ	THE VEGGIE GRILL IRVINE CA		8.84
09/14	09/14	2422443822ZYGKY4M	COFFEE BEAN STORE NEWPORT BEACH CA		3.85
09/14	09/14	2449398818S30PQHW	HEN HOUSE GRILL IRVINE CA		12.92
09/15	09/15	2407106824K828MX8	FRESHII - THE BLUFFS NEWPORT BEACH CA		7.83
09/15	09/15	241840783AAYME8YB	STARBUCKS CORP00140188 NEWPORT BEACH CA		2.25
09/15	09/15	244273382LYJAX17Y	ALBERTSONS #8607 IRVINE CA		2.49
09/15	09/15	244273383LM7YTS4T	PANERA BREAD #4126 NEWPORT BEACH CA		1.89
09/15	09/15	244273383LM89JHGJ	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.89
09/15	09/15	2443106838AS13F2V	CHIPOTLE 1441 NEWPORT BEACH CA		10.02
09/15	09/15	2476542834PDN94EA	USO HOSPITALITY RETAIL FO LOS ANGELES CA		9.85
09/16	09/16	241840784AJZ0Q2X7	STARBUCKS CORP00140188 NEWPORT BEACH CA		6.30
09/16	09/16	24224438430W4PDJ1	COFFEE BEAN STORE NEWPORT BEACH CA		3.85
09/16	09/16	244261984GVD7JXF8	ISLANDS RESTAURANT #04 NEWPORT BEACH CA		11.30
09/16	09/16	244273384LM8Q4LE6	MOTHER'S MARKET & K IRVINE CA		2.09
09/16	09/16	24431058406J3B2PH	BRISTOL FARMS # 12 SAN DIEGO CA		2.24
09/17	09/17	240460384005S2G18	CHEVRON 00208578 SAN DIEGO CA		65.38
09/17	09/17	24210738560QTMF8M	THE VEGGIE GRILL IRVINE CA		9.84
09/17	09/17	244273384LYJLPXS	ALBERTSONS #8607 IRVINE CA		8.39
09/17	09/17	244273385LM8A9T2H	MOTHER'S MARKET & K IRVINE CA		2.19
09/17	09/17	24431058505J5B36S	BRISTOL FARMS # 12 SAN DIEGO CA		2.24
09/17	09/17	244480088007J7N85	FOMODORO CUOINA ITALIANAS NEWPORT COAST CA		12.86
09/18	09/18	24224438630VVE24Z	COFFEE BEAN STORE NEWPORT BEACH CA		3.85
09/18	09/18	2443106868AS19DJF	CHIPOTLE 1441 NEWPORT BEACH CA		10.02
09/19	09/19	24210738790QTM6GV	THE VEGGIE GRILL IRVINE CA		9.84
09/19	09/19	24224438790VVOGSK	COFFEE BEAN STORE NEWPORT BEACH CA		8.88
09/19	09/19	245830188FVWP834D	CALIFORNIA PIZZA 638 IRVINE CA		18.79
09/19	09/19	244273387LM7XPK3	PANERA BREAD #4126 NEWPORT BEACH CA		8.78
09/20	09/20	24224438842ZE1JBR	COFFEE BEAN STORE IRVINE CA		3.85
09/20	09/20	244273388LM87GF8Q	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.85
09/20	09/20	2476542884PF1L3Y8	USO HOSPITALITY RETAIL FO LOS ANGELES CA		7.99
09/20	09/20	2476542884PF1ML8P	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
09/21	09/21	24224438830VW5Y8R	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/21	09/21	2430137883DWM89Y0	PAIN DU MONDE BALBOA BALBOA CA		11.80
09/21	09/21	244273388LYJAO48W	ALBERTSONS #8607 IRVINE CA		8.94
09/21	09/21	24493988889319PAP	HEN HOUSE GRILL IRVINE CA		10.78
09/21	09/21	24692188800KTVZKH	Amazon.com ABZZL.COM/BILL WA		62.99
09/22	09/22	24210738A80QTM6Z8	THE VEGGIE GRILL IRVINE CA		9.84
09/22	09/22	24316058AFVPM88EJ	SHELL OIL 67442728003 IRVINE CA		67.13
09/22	09/22	24323018AFVWV28F9	CALIFORNIA PIZZA 638 IRVINE CA		18.89
09/22	09/22	24427338ALM893FRF	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.60
09/22	09/22	244273389LYJAK48	ALBERTSONS #8607 IRVINE CA		8.78
09/22	09/22	244939888883CEAPV	HEN HOUSE GRILL IRVINE CA		12.82
09/23	09/23	24210738A80QTM6R9	THE VEGGIE GRILL IRVINE CA		9.84
09/24	09/24	24210738Q60QTMFEW	THE VEGGIE GRILL IRVINE CA		11.28

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WELLS FARGO



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

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Purchases, Balance Transfers & Other Charges					
09/24	09/24	24431068Q8AS18D2A	CHIPOTLE 1441 NEWPORT BEACH CA		7.85
09/24	09/24	24761976Q61DKQ3FP	YOGURT LAND UCI IRVINE CA		3.47
09/25	09/25	24210738D60QTMF4H	THE VEGGIE GRILL IRVINE CA		11.74
09/25	09/25	24224438D2ZYW7CZ7	COFFEE BEAN STORE IRVINE CA		3.95
09/25	09/25	24427338DLM81KEHE	MOTHER'S MARKET & K IRVINE CA		2.74
09/25	09/25	24427338DLM81KRCQ1	MOTHER'S KITCHEN-IRVIN IRVINE CA		0.95
09/25	09/25	24427338DLM81KRF69	MOTHER'S KITCHEN-IRVIN IRVINE CA		1.95
09/26	09/26	24071098E4K6TBQ0W	NATIVE FOODS - COSTA M COSTA MESA CA		12.82
09/26	09/26	24427338DLYJ30GJB	MOTHER'S MARKET & K IRVINE CA		3.15
09/26	09/26	24431068E8AS18DPV	CHIPOTLE 1441 NEWPORT BEACH CA		0.59
09/26	09/26	24761976E61DK99RK	YOGURT LAND UCI IRVINE CA		1.42
09/27	09/27	24224438F2ZYDDEE4	COFFEE BEAN STORE IRVINE CA		3.95
09/27	09/27	24431068F06J56P8N	EINSTEIN BROS BAGELS2616 IRVINE CA		2.86
09/27	09/27	24765428F4E7QX181	USC HOSPITALITY RETAIL FO LOS ANGELES CA		4.89
09/27	09/27	24765428F4E7QX181	USC HOSPITALITY RETAIL FO LOS ANGELES CA		11.48
09/28	09/28	24184078G8NFBFQNR	PAVILIONS STOR00019117 NEWPORT COAST CA		23.97
09/28	09/28	24210738D60QTM36D	THE VEGGIE GRILL IRVINE CA		9.84
09/28	09/28	24224438Q2ZYDHTK2	COFFEE BEAN STORE IRVINE CA		3.95
09/28	09/28	24427338FLYJSMRE9	MOTHER'S MARKET & K IRVINE CA		6.43
09/29	09/29	24316088HFYRLD0FX	SHELL OIL 67442723003 IRVINE CA		65.80
09/29	09/29	24427338GLYJ4GZV8	MOTHER'S KITCHEN-IRVIN IRVINE CA		8.85
09/29	09/29	24765428H4PHTNAGX	USC HOSPITALITY RETAIL FO LOS ANGELES CA		2.60
09/30	09/30	24184078JAAZKAT6S	STARBUCKS CORP00140186 NEWPORT BEACH CA		2.25
09/30	09/30	24316088JFYPMW24Y	SHELL OIL 67441695301 LAS VEGAS NV		71.28
09/30	09/30	24430968H8B30XKWE	HEN HOUSE GRILL IRVINE CA		10.78
09/30	09/30	24765428J4PJA169R	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.99
09/30	09/30	24765428J4PJA250H	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
09/30	09/30	24765428J4PJA231R	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.88
10/01	10/01	2472688GR6G944H	EDDIE'S WILD FISH NEWP NEWPORT BEACH CA		14.01
10/01	10/01	24482788K3DWMAMXN	DARYA RESTAURANT SANTAANA CA		79.76
10/01	10/01	24765428JMAE2FN5W	PELCAN HILL F B NEWPORT COAST CA		17.10
10/02	10/02	24068228K6MPYR8P	SUFI MEDITERRANEAN CLUBS SAN DIEGO CA		81.71
10/02	10/02	24184078K2LR7YHZ7	TARGET 0024653 SAN DIEGO CA		632.88
10/02	10/02	24210738L60QTM0ST	THE VEGGIE GRILL IRVINE CA		11.74
10/02	10/02	24276398L566M7F81	KOBA TOFU GRILL IRVINE CA		12.92
10/02	10/02	24316088LFYPB5X0P	SHELL OIL 67442726402 ENCINITAS CA		24.61
10/02	10/02	24493988L8HWBQF6K	TRADER JOE'S #020 QPS LAJOLLA CA		39.89
10/02	10/02	24765428L3VPLBHD	USC TROJAN GROUNDS LOS ANGELES CA		6.27
10/03	10/03	24026868N0190E1LZ	LUFTHANSA 2208710086336 SAN JOSE CA NY		1,806.19
		10/06/11	ZANDIANJAZIGHOLAM		
		1 UA T	SAN DIEGO WASHINGTON		
		2 LHT	WASHINGTON FRANKFURT		
		3 LHT	FRANKFURT ICA		
		4 LHS	ICA FRANKFURT		
10/03	10/03	24210738M60QTM61N	THE VEGGIE GRILL IRVINE CA		11.74
10/03	10/03	24316088MFYR37R7G	SHELL OIL 67442726402 ENCINITAS CA		81.87
10/03	10/03	24427338LLYJ3GYZ	MOTHER'S MARKET & K IRVINE CA		4.08
10/03	10/03	24427338LLYJ3H20	MOTHER'S KITCHEN-IRVIN IRVINE CA		2.25
10/03	10/03	24431068M9B8XV94T	CHIPOTLE 0945 LOS ANGELES CA		5.88
10/03	10/03	24765428M4PJZZXQ	USC TROJAN GROUNDS LOS ANGELES CA		3.98
10/03	10/03	24765428M4PK02G72	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.99
10/04	10/04	24184078N8NFBH81L	PAVILIONS STOR00019117 NEWPORT COAST CA		85.46
10/04	10/04	24210738N60QTM0VF	THE VEGGIE GRILL IRVINE CA		11.74
10/04	10/04	24316088NFYPYE6Q8	SHELL OIL 67442723003 IRVINE CA		70.19
10/04	10/04	24431068N8B8XV7M6	CHIPOTLE 0945 LOS ANGELES CA		8.88
10/04	10/04	24765428N4PK7JRH6	USC HOSPITALITY RETAIL FO LOS ANGELES CA		4.45
10/05	10/05	24448008P2XEE7D68	WHOLE SOME CHOICE MARKET IRVINE CA		2.61
10/05	10/05	24765428P4PKGTNGF	USC HOSPITALITY RETAIL FO LOS ANGELES CA		5.49
10/06	10/06	24038218FKW302HFY	UNITED AIR 0164816712843 WASHINGTON DC		70.00
		10/06/11	JAZI GR		
		1 UA Y	XAA XAA		
10/08	10/08	24184078P1R2X0NNW	NATIONAL CAR RENTAL DULLES VA		25.66
10/08	10/08	24210738R60QTM63Q	THE VEGGIE GRILL IRVINE CA		11.74
10/07	10/07	24610438R03RZ1885	MARRIOTT 33715 DULLES ARP DULLES VA		215.65
10/07	10/07	24765428V4EANRP2	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.89
10/07	10/07	24765428V4EANT08N	USC HOSPITALITY RETAIL FO LOS ANGELES CA		4.45
10/08	10/08	24210738S60QTM0XL	THE VEGGIE GRILL IRVINE CA		11.74
10/08	10/08	24316088FYR8Y630	SHELL OIL 67442723003 IRVINE CA		81.85
10/08	10/08	24765428V4EANPS3S	USC HOSPITALITY RETAIL FO LOS ANGELES CA		7.88
10/09	10/09	24765428V4EANPN8E	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.99
10/10	10/10	24210738W60QTMEEY	THE VEGGIE GRILL IRVINE CA		11.74
TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD					\$4,446.18

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD \$0.00

Continued

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 4 of 4

Ending in 7470
09/16/2011 to 10/11/2011

Transactions (Continued...)

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

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

Interest Charge Calculation

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.85%	\$0.00	32	\$0.00
CASH ADVANCES	23.99%	\$0.00	32	\$0.00



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WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 4

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

Balance Summary

Previous Balance	\$1,873.14
- Payments	\$2,000.00
- Other Credits	\$7.63
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$1,854.91
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,820.62
Total Credit Limit	\$2,000

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-416-2255
 Outside the US Call Collect: 1-825-825-7600
 Wells Fargo Online®: wells Fargo.com

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

Total Available Credit \$1,088

Payment Information

New Balance	\$1,820.62
Minimum Payment	\$19.00
Payment Due Date	12/05/2011

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

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

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

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	13 years	\$3,478
\$33	3 years	\$2,281 (Savings of \$1,217)

If you would like information about credit counseling services, refer to www.usdoj.gov/usao/ohapcpa/ccds/cc_approved.htm or call 1-877-285-2103.

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	33,465
Points Earned:	1,949
Earn More Make Bonus Points:	0
Total Available Points:	35,414

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

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
11/02	11/02	74465429K0A9F8H31	ONLINE PAYMENT	1,000.00	
11/03	11/03	74465428LOA8H33WD	ONLINE PAYMENT	1,000.00	
TOTAL PAYMENTS FOR THIS PERIOD				\$2,000.00	
Other Credits					
10/19	10/19	7407105944K97LXY2	FRESHII - THE BLUFFS NEWPORT BEACH CA	7.63	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$7.63	

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 YKG 1 7 6 111110 9 PAGE 1 of 4 10 5583 2006 2045 010P5596

Detach and mail with check payable to Wells Fargo

Account Number 7470
 New Balance \$1,820.62
 Minimum Payment \$19.00
 Payment Due Date 12/05/2011

74707

YKG 4

Amount Enclosed



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

G R JAZI
 PO BOX 927874
 SAN DIEGO CA 92192-7874



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

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Billing Rights Summary: If you believe your bill is wrong (an "Error"), or if you need more information about a transaction on your bill, write to us on a separate sheet of paper as soon as possible at P.O. Box 822, Des Moines, IA 50306-8222. We must hear from you no later than 60 days after we sent you the first bill on which the Error appeared. You may notify us using other means (including calling us) at any number listed on the front of the statement, but doing so will not preserve your rights.

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

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

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

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

Credit Information: NOTICE: We may furnish information about your account to consumer reporting agencies. You have the right to dispute the accuracy of information that we have reported by writing to us at P.O. Box 14617, Des Moines, IA 50304-0617 and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to an identity theft, you will need to provide us with an identity theft report.

Payments: "Controlling Payments" are payments mailed using the enclosed envelope and payment coupon to the payment address specified on the statement or, generally, made via the "Transfer" tab or "Make a Payment" link on the credit card Account Activity link at Wells Fargo Online Banking at www.wellsfargo.com. "Controlling Payments" received by mail by 8:00 p.m. will be credited on the date of receipt. "Non-Controlling Payments" are payments made by any other means and may not receive credit for up to five days after the date of receipt. Non-Controlling payments include, but are not limited to, placing the provided envelope and payment coupon in another envelope.

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

Payment in Full for Less Than Account Balance Request: If you intend to pay your account in full with an amount less than the total owed on your account, you must send your request to us at P.O. Box 8071, Portland, OR 97206-8071. Such payments will not discharge your full bill.

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

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

Secured Accounts: For secured accounts, your credit card account is secured by a pledge of your Secured Card Collateral Account with Wells Fargo Bank, N.A. established in connection with your application for the card. Not every Secured Card account is secured by a pledge of your Secured Card Collateral Account. Your Secured Card Collateral Account will be credited on the date of receipt under your Secured Card account agreement, or in the event your secured credit card agreement is terminated by liquid for any reason. This pledge is given as a security interest for any and all amounts you owe, including interest, fees and costs which may accrue under your secured credit card account. You agree that if your Secured Card Collateral Account is liquidated for any reason, the bank may apply liquid to the Secured Card Collateral Account to pay all any balance of the credit card account. If there are still funds remaining in the Collateral Account after doing so, those funds may result in deposit for up to 60 days before being returned to you.

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

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

INFORMACIÓN IMPORTANTE SOBRE SU CUENTA

Resumen de Derechos de Facturación: Si cree que hay algún error en su estado de cuenta, un "Error", o si necesita más información sobre una transacción que aparece en su estado de cuenta, por favor escríbanos en una hoja separada tan pronto como le sea posible, a la siguiente dirección: P.O. Box 822, Des Moines, IA 50306-8222. Debe proporcionar con precisión los datos de su estado de cuenta en el frente del estado de cuenta para que nosotros podamos preservar sus derechos.

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

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

No tiene que pagar el monto del supuesto Error mientras lo investigamos, pero seguirá obligado a pagar las compras del monto de su cuenta que no forman parte del monto del supuesto Error. Mientras investigamos, no podemos reportar su estado de cuenta moroso, ni tomar medidas para cobrar el monto del supuesto Error. Si nos ha autorizado a pagar su tarjeta de crédito de su cuenta de ahorros o de su cuenta de cheques, puede suspender el pago por cualquier monto que sea que de un Error. Para suspender el pago, su Notificación por Escrito debe llegar antes (o) días hábiles antes de ella de que será programado el pago automático.

Regla Especial para Compras con Tarjetas de Crédito: Si usted tiene algún problema con la calidad de los bienes o servicios que adquirió con una tarjeta de crédito, y ha intentado de buena fe recibir el reembolso exacto de su cuenta o procesar el pago como una transacción de cheque. Cuando nosotros tenemos la información de su cheque para realizar una transferencia electrónica de fondos, los mismos pueden ser retirados de su cuenta los días antes del momento en que nosotros su pago, y así también nosotros no lo reportamos al cheque.

Información de Crédito: AVISO: Podemos dar información sobre su cuenta a las agencias de informes sobre consumidores. Usted tiene el derecho a cuestionar la exactitud de la información reportada por nosotros al escribir a la siguiente dirección: P.O. Box 14617, Des Moines, IA 50304-0617. En su carta, deberá describir la información específica que es incorrecta o en disputa, y proporcionar evidencia de apoyo. Algunos informes de crédito son generados automáticamente por computadora. Si cree que es una mala información relacionada con el robo de identidad, deberá amonestar al banco de identidad correspondiente.

Pagos: Los "Pagos en Control" son pagos enviados con el sobre adjunto y talón de pago a la dirección de pago especificada en el estado de cuenta o en general a través de la fecha "Transfer" (no disponible en inglés) o "Make a Payment" en la pestaña "Account Activity" (no disponible en inglés) de las páginas de actividad por Internet de Wells Fargo en www.wellsfargo.com. Los "Pagos en Control" recibidos por correo a más tardar el día de su estado de cuenta a la fecha de su recibo. Los Pagos en Control recibidos después de las 8 p.m. serán acreditados el día siguiente. Los boques de dinero para Pagos en Control recibidos a través de un estado de cuenta o talón de pago revelados al momento de la facturación. Los "Pagos en Control" no pagan el monto de su estado de cuenta medio y es posible que no reciban crédito durante hasta 5 días después de la fecha de recibo. Los Pagos en Control incluyen, sin limitación, poner el sobre proporcionado y talón de pago en otro sobre.

Ante Sobre Conversión de Cheques Electrónicos: Al proporcionar un cheque como forma de pago, usted nos da su autorización para utilizar la información de su cheque a fin de realizar una sola transferencia electrónica de su cuenta o procesar el pago como una transacción de cheque. Cuando nosotros tenemos la información de su cheque para realizar una transferencia electrónica de fondos, los mismos pueden ser retirados de su cuenta los días antes del momento en que nosotros su pago, y así también nosotros no lo reportamos al cheque.

Pago Total por un Monto Inferior al Total de la Cuenta: Si usted piensa pagar la totalidad del saldo de su cuenta por un monto inferior al monto total señalado en su cuenta, deberá enviarnos su solicitud a la siguiente dirección: P.O. Box 8071, Portland, OR 97206-8071. Dichos pagos no satisfarán la totalidad de su deuda.

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

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

Cuentas Garantizadas: Para Cuentas Garantizadas, su cuenta de tarjeta de crédito está garantizada por la empresa en prenda de su Cuenta Garantizada de la Tarjeta Garantizada de Wells Fargo Bank, N.A. establecida en relación con el recibo de la tarjeta. No todas las cuentas de crédito están garantizadas por una Cuenta Garantizada de la Tarjeta Garantizada de Wells Fargo Bank, N.A. establecida en relación con el recibo de la tarjeta. El monto de su Cuenta Garantizada de la Tarjeta Garantizada de Wells Fargo Bank, N.A. establecida en relación con el recibo de la tarjeta de crédito depende de la cantidad de su Cuenta Garantizada de la Tarjeta Garantizada de Wells Fargo Bank, N.A. establecida en relación con el recibo de la tarjeta de crédito, o en un monto menor que el monto de su Cuenta Garantizada de la Tarjeta Garantizada de Wells Fargo Bank, N.A. establecida en relación con el recibo de la tarjeta de crédito. Este prenda se otorga como garantía de cada uno y todos los montos que usted adeude, incluidos los intereses, costas y costas que pueden acumularse bajo su Cuenta de Tarjeta de Crédito Garantizada. Usted está de acuerdo en que si su Cuenta de Tarjeta de Crédito Garantizada es liquidada por cualquier razón, el banco podrá aplicar los fondos procedentes de la Cuenta Garantizada de la Tarjeta Garantizada para pagar cualquier monto en la cuenta de tarjeta de crédito. Si después de hacerlo aún quedara hipoteca en la Cuenta Garantizada, dichos fondos podrán permanecer en depósito durante hasta 60 días antes de que sean devueltos a usted.

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

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

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

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

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 2 of 4

Ending In 7470
10/12/2011 to 11/18/2011

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Purchases, Balance Transfers & Other Charges					
10/10	10/12	24765428W4EB88EB9	USO HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/10	10/12	24765428W4EB9QMPG	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.66
10/11	10/12	24210738X60QTMADTN	THE VEGGIE GRILL IRVINE CA		11.74
10/11	10/12	24765428W4EBHEDW3	USO HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/12	10/12	24071068X4K8QEPVX	FRESHII - THE BLUFFS NEWPORT BEACH CA		7.83
10/12	10/12	24071068X4K8QELSZ	FRESHII - THE BLUFFS NEWPORT BEACH CA		15.99
10/12	10/12	24210738Y80QTMESA	THE VEGGIE GRILL IRVINE CA		11.74
10/12	10/12	24765428Y4PMKFSN6	USO HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/10	10/10	24210738Z60QTMDRB	THE VEGGIE GRILL IRVINE CA		11.74
10/13	10/13	24227338LYJ4DV13	MOTHER'S MARKET & K IRVINE CA		17.03
10/13	10/13	24765428Z4PMYPAAX	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.66
10/14	10/14	2407105914K99E1NY	JAVIER'S CRYSTAL COVE NEWPORT COAST CA		16.00
10/14	10/14	24164078Z3SDWFZ60	AMC TUSTIN 14 01004274 TUSTIN CA		9.00
10/14	10/14	24224439030W1DG48	COFFEE BEAN STORE LOS ANGELES CA		4.45
10/14	10/14	243160590PYTKWVXX	SHELL OIL 67442723003 IRVINE CA		70.67
10/14	10/14	24427338ZLYJ63P10	MOTHER'S MARKET & K IRVINE CA		2.04
10/14	10/14	24427338ZLYJ640WW	MOTHER'S KITCHEN-IRVIN IRVINE CA		2.25
10/14	10/14	24491069088XV4ARR	CHIPOTLE 0945 LOS ANGELES CA		8.86
10/15	10/15	24210738Y80QTMESL	THE VEGGIE GRILL IRVINE CA		11.74
10/16	10/16	24210738Z60QTMENR	THE VEGGIE GRILL IRVINE CA		11.74
10/16	10/16	24427338ZLYJ63P10	H MART IRVINE IRVINE CA		9.36
10/16	10/16	24427338ZLYJ63P10	SPROUTS FARMERS MAR IRVINE CA		123.92
10/17	10/17	24210738Z60QTMFDW	THE VEGGIE GRILL IRVINE CA		11.74
10/17	10/17	243912183802AEXAB	UCI PARKING DPT IRVINE CA		6.00
10/17	10/17	2446278933DWMMP2E	THE SPORTS CLUBLA OO IRVINE CA		65.32
10/18	10/18	24210738Z60QTMDTG	THE VEGGIE GRILL IRVINE CA		11.74
10/18	10/18	2476542844EDKAYJF	USO HOSPITALITY RETAIL FO LOS ANGELES CA		5.99
10/18	10/18	2476542844EDKQ6MB	USO HOSPITALITY RETAIL FO LOS ANGELES CA		4.45
10/19	10/19	2402885900123NXX7B	LLIFTHANGA 220871008550 SAN JOSE CA NY		250.00
		11/13/11	ZANDIANJAZIGHOLAM		
		1 LH S	IRCA FRANKFURT		
		2 LH S	FRANKFURT PARIS		
		3 UA T	PARIS WASHINGTON		
		4 UA T	WASHINGTON SAN DIEGO		
10/19	10/19	24164078968NFBMTK2	PAVILIONS STOR00010117 NEWPORT COAST CA		60.47
10/19	10/19	24210738960QTMEDQJ	THE VEGGIE GRILL IRVINE CA		15.17
10/19	10/19	24270749402XVJZE9	RON PAUL 2012 PEO #79-2851998 TX		20.12
10/19	10/19	2471705983GYWRTW1Q	AGENT FEE 8300581052398 OYRUS TRAVEL OA		25.00
		10/19/11	ZANDIANJAZIGHO		
		1 X0 Y	XAA XAO		
10/20	10/20	24210738960QTMDDW1	THE VEGGIE GRILL IRVINE CA		11.74
10/20	10/20	2476542864EDSVD6E	CITY OF LA DOT PVB PBPHW 686-5819742 CA		60.00
10/20	10/20	2476542864PR21STT	USO HOSPITALITY RETAIL FO LOS ANGELES CA		4.45
10/21	10/21	24246819760T2JMMH	COLDSTONE #1888 LOS ANGELES CA		4.98
10/21	10/21	243160590PYTKWVXX	SHELL OIL 67442723003 IRVINE CA		69.36
10/21	10/21	2476542894EEW7VRZ	USO HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/22	10/22	24210738960QTMEDFS	THE VEGGIE GRILL IRVINE CA		11.74
10/23	10/23	24210738960QTMEDXY	THE VEGGIE GRILL IRVINE CA		14.17
10/23	10/23	24224439030VBJ7ZY	COFFEE BEAN STORE NEWPORT BEACH CA		3.85
10/23	10/23	246921698006H4SV1	CALIFORNIA PIZZA 036 IRVINE CA		16.69
10/24	10/24	24210738960QTMEDG6	THE VEGGIE GRILL IRVINE CA		14.17
10/24	10/24	243990098AYK562PF	PAYLESSSHOES0600051089 IRVINE CA		13.38
10/24	10/24	24427338ZLYJ63P10	MOTHER'S MARKET & K IRVINE CA		4.19
10/24	10/24	24692169800Q6NHS	CALIFORNIA PIZZA 036 IRVINE CA		12.00
10/25	10/25	241640789AAVXDZYXK	STARBUCKS CORP00140095 IRVINE CA		2.25
10/25	10/25	24427338ZLYJ63PQV	MOTHER'S MARKET & K IRVINE CA		4.36
10/25	10/25	24692169800K0GNV7	CALIFORNIA PIZZA 036 IRVINE CA		12.93
10/25	10/25	2476542884EFPJDXL	USO HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/25	10/25	2476542884EFPMLZ2	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.85
10/25	10/25	2476542884EFPMLXLE	USO HOSPITALITY RETAIL FO LOS ANGELES CA		6.88
10/26	10/26	24210738960QTMEDZX	THE VEGGIE GRILL IRVINE CA		11.74
10/26	10/26	24210738960QTMED2N	THE VEGGIE GRILL IRVINE CA		11.74
10/26	10/26	2436178989AVPV2S8	GODADDY.COM 480-5089865 AZ		20.16
10/26	10/26	24427338ZLYJ63PAA	SPROUTS FARMERS MAR COSTA MESA CA		104.82
10/26	10/26	24692169800X8QV88	COX'OR CO COM PHSV 848-240-1212 CA		108.82
10/27	10/27	24210738960QTMG6A	THE VEGGIE GRILL IRVINE CA		11.74
10/27	10/27	243160590DFYRDP4Q5	SHELL OIL 67442723003 IRVINE CA		60.16
10/27	10/27	247654289D4PS4LWHG	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.85
10/28	10/28	24210738960QTMEDFL	THE VEGGIE GRILL IRVINE CA		11.74
10/28	10/28	24224439030VVD26T	COFFEE BEAN STORE NEWPORT BEACH CA		9.96
10/30	10/30	2416407898NFB8TMV	PAVILIONS STOR00010117 NEWPORT COAST CA		21.27
10/30	10/30	24210738960QTMEDGW	THE VEGGIE GRILL IRVINE CA		11.74
10/30	10/30	24761879380RP7H9E	YOGURTLAND DIAMOND JAMBO IRVINE CA		4.42
10/31	10/31	240460590G00723J58	CHEVRON 00990716 SANTA MONICA CA		88.22
10/31	10/31	24224439030VVMZP8L	TENDER GREENS - #A SANTA MONICA CA		22.94
10/31	10/31	24224439030VVMZEPK	COFFEE BEAN STORE SANTA MONICA CA		3.85
10/31	10/31	24427338ZLYJ63PXE	MOTHER'S KITCHEN-IRVIN IRVINE CA		13.85
10/31	10/31	244460098IF0WZ8XL	FEDEX OFFICE #0699 IRVINE CA		3.88
10/31	10/31	248123998I306KW88M	CITY OF RM PARKING SANTA MONICA CA		2.00
11/01	11/01	24427338ZLYJ63PZB	MOTHER'S KITCHEN-IRVIN IRVINE CA		13.54
11/01	11/01	24431069K886XV7RW	CHIPOTLE 0946 LOS ANGELES CA		6.58

Continued

WELLS FARGO

VISA

Account Number
Statement Billing Period
Page 3 of 4

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



Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Purchases, Balance Transfers & Other Charges					
11/01	11/01	24446009H2XDQW83P	SPORTS CLUB-IRVINE-C #625049-075-8400 CA		135.00
11/01	11/01	24766428J4PVMH1P1	USO HOSPITALITY RETAIL,FO LOS ANGELES CA		8.85
11/02	11/02	24223699NLEL8W1XH	KARAOON.COM LLO 212-316-1815 NY		46.46
11/02	11/02	24210739K50QTMZDZ7	THE VEGGIE GRILL IRVINE CA		11.74
11/02	11/02	24493989K8HWF63YV	TRADER JOE'S #111 QPS IRVINE CA		16.88
11/02	11/02	24765428J515V3SXY	USO CASHIERS OFFICE LOS ANGELES CA		26.00
11/03	11/03	24210739L60QTMFJH	THE VEGGIE GRILL IRVINE CA		12.07
11/03	11/03	24249518L60TJMMY	COLDSTONE #1589 LOS ANGELES CA		4.88
11/03	11/03	24892169K00TLXNZZ	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		12.95
11/04	11/04	24210739M60QTMFYT	THE VEGGIE GRILL IRVINE CA		11.74
11/04	11/04	24224438M30VW8EYL	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
11/05	11/05	24193049NS69H648K	GLENDON RESTAURANTS LOS ANGELES CA		5.44
TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD					\$1,854.81

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD \$0.00

Interest Charged

INTEREST CHARGE ON PURCHASES 0.00
INTEREST CHARGE ON CASH ADVANCES 0.00

TOTAL INTEREST CHARGED FOR THIS PERIOD \$0.00

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

Interest Charge Calculation

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

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

Make it a rewarding holiday season

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

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

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

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

BARNES & NOBLE

BN.com

Free shipping on orders of \$25 or more.

Plus 5 bonus points/\$1

OLD NAVY

Everyday free shipping on orders over \$50.

Plus 3 bonus points/\$1

sears

Extra \$5 off Sears.com orders of \$50 or more.

Plus 3 bonus points/\$1



Save up to \$150 with flight and rental car package.

Plus 2 bonus points/\$1



Save 20% off gourmet items.

Plus 6 bonus points/\$1



Magazines make great gifts. Save \$5 on your purchase.

Plus 25 bonus points/\$1



Save time and money. Shop online and choose in-store pickup at BestBuy.com.

Plus 1 bonus point/\$1

SEPHORA

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

Plus 5 bonus points/\$1

Target.com

Over 500,000 items ship free when you spend \$50 or more.

Plus 3 bonus points/\$1

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

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

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

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Exhibit 11

Exhibit 11

Property Account Inquiry - Summary Screen

New Search	Recorder	Treasurer	Assessor	Glenn County Home
Parcel ID	071-02-000-005	Tax Year	2014	Distric
			826	Rate
				2.5267
Situs Address	UNASSIGNED SITUS MOAPA VALLEY			
Legal Description	ASSESSOR DESCRIPTION: PT NE4 NE4 SEC 02 16 68GEOID: PT NE4 NE4 SEC 02 16 68			

Status	Property Characteristics	Property Values	Property Documents
Active	Tax Cap Increase Pct. 4.2	Land 3500	2005041904639 4/19/2005
Taxable	Tax Cap Limit Amount 92.14	Total Assessed Value 3500	00011401051 1/14/2000
	Tax Cap Reduction 0.00	Net Assessed Value 3500	
	Land Use 0-00: VACANT	Exemption Value New Construction 0	
	Cap Type Other	New Construction - Supp Value 0	
	Acreage 10.00		
	Supplemental Tax 0.00		

Role	Name	Address	Since	To
Owner	ZANDIAN REZA	8775 COSTA VERDE #501, SAN DIEGO, CA 92122-5343 UNITED STATES	8/18/2007	Current

Summary	
Item	Amount
Taxes as Assessed	\$88.43
Less Cap Reduction	\$0.00
Net Taxes	\$88.43

PAST AND CURRENT CHARGES DUE TODAY		
Tax Year	Charge Category	Amount Due Today
THERE IS NO PAST OR CURRENT AMOUNT DUE as of 12/31/2013		\$0.00

NEXT INSTALLMENT AMOUNTS		
Tax Year	Charge Category	Installment Amount Due
THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 12/31/2013		

TOTAL AMOUNTS DUE FOR THE ENTIRE TAX YEAR		
Tax Year	Charge Category	Remaining Balance Due
THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR as of 12/31/2013		

PAYMENT HISTORY	
Amount Paid	Date
\$96.39	11/4/2013
\$96.39	
\$88.43	

12/31/13

Ascend Web Inquiry Summary Page

Current Calendar Year Payments

\$96.39

Exhibit 12

Exhibit 12

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

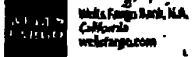
115

18-34/1220 4784
7001000420

11/25/2012 Date

Pay to the Order of Secretary of State of California \$ 25.00

Twenty Five 00/100 Dollars



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

For Optime Technology Corp.

5920 00115 0000002500

BANK OF AMERICA NA ST
1220006614 12 13 94 P12
12-015911

67330

12-015911

12-015911

REQUST 0000553089400000 25.00
ROLL ECIA 20120430 000008710996107
JOB ECIA P ACCT 1140007091505920
REQUSTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

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

131
 10-24/1220-4784
 7091500820

11/24/2013

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

Well Fargo Bank, N.A.
 California
 wellfargo.com

For optima technology corp

5920 00131 0000005880

92-0573-0667 037 98 3 330391754
 001212 0304
 001202 00199 03051305R030413

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 REQUESTOR A568055
 7513983 10/28/2013

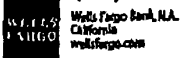
Subpoena Processing Chandler
 S3928-020
 Phoenix AZ 85038

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

133
16-24/1220 4784
7081505920

1/24/2013 Date

Pay to the Order of Employment Development Department \$ 46.25
Forty six 25/100 Dollars



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

For Optima Technology Corp

5920 00133 0000004625

022713-9211-0004 00011 022713-9211-0004
022713-9211-43-0004-00 04-FORDEPCASTOEDD-012

WELLS FARGO BANK NA FRE
20130227 10022 PKT 04
1221-0527-84
1011673359

REQUEST 0000553089400000 46.25
ROLL ECIA 20130227 000001011673359
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8776 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5840

130

16-24/1220 4784
7091605920

11/24/2013 Date

Pay to the Order of Internal Revenue Service \$ 166.25

One Hundred Sixty six and 25/100 Dollars



For Optima Technology Corp. (CA)

[Signature]

5920 00130 #0000016625

92 1 70 064 030 13 3 330391754
OPTI 01 201212 0304
000202580020 03051307R030413

Vertical text on the left side of the document, possibly a routing slip or internal reference, including the number 01.

REQUEST 000553089400000 166.25
ROLL ECIA 20130305 000008819647067
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REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

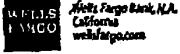
G REZA ZAN
NILOOFAR F
8775 COSTA VER
SAN DIEGO, CA 92122-5340

134
18-24/1220 4784
7041605820

2/24/2013 Date

Pay to the Order of Employment Development Dpt. \$ 49⁶⁴

Forty Nine ⁶⁴/₁₀₀ Dollars



For Optima Technology Corp

5920 00134 00000004964

022713-3136-0136 00002 022713-3136-42-0136-00-04-FORDEP
DIAN JAZZ 0136
ZANDIA 12

WELLS FARGO BANK NA FFE
20130227 E6422 PKT 04
1221-0527-84
1011673229

REQUEST 000053089400000 49.64
ROLL BCIA 20130227 000001011673229
JOB BCIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

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

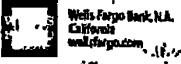
158

18-24/1220 4784
7091639820

02/24/2013
Date

Pay to the Order of Internal Revenue Service \$ 26.18

Twenty six 11/100 Dollars



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

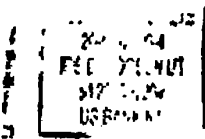
For Optima Technology Corp.

3920 00158 0000002618

california

02800001096
022813

W229117e59e3319367e0133e391754
201209 02282013



REQUST 0000553089400000 2618
ROLL ECIA 20130228 000008510685579
JOB ECIA P ACCT 1140007091505920
REQUSTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

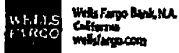
G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

165
16-24/1220 4784
7041505320

June 30, 13 Date

Pay to the Order of Employment Development Department \$ 39.71

thirty nine and 71/100 Dollars



For 33 0391754

⑈00000003971⑈ 00165 ⑈5920⑈

076813-3241-0658 02261 678813-3241-0458
070813-3241-44-0058-00 09-FORDEPCASTOEDD-012

WELLS FARGO BANK NA FRE
20130708 E0834 PRT 04
1221-0527-84
1014351693

REQUEST 0000553089400000 39.71
ROLL ECIA 20130708 000001014351693
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

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

164
 16-24/1220 4784
 7081505820

June 30 13 Date

Pay to the Order of United States Treasury \$ 1195.96
One hundred ninety five and 96/100 Dollars

For 33-0391754

Wells Fargo Bank, N.A.
 Customers: wells Fargo.com

5920 0016 7000019596

92 1 70 193 950 92 3 330391754
 0711 01 201303 0711
 000708360185 07121301R071113

REQUEST 00005530894000000 195.96
 ROLL BCIA 20130712 000008118473052
 JOB BCIA P ACCT 1140007091505920
 REQUESTOR A568055
 7513983 10/28/2013

Subpoena Processing Chandler
 S3928-020
 Phoenix AZ 85038

Exhibit 13

Exhibit 13

G. REZA ZANDIAN JAZI
P.O. BOX 827674
SAN DIEGO, CA 92192-7674

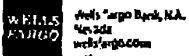
2003

94-7074/3212 282
2506952484

March/31/11 Date

Pay to the Order of John Peter Lee ESQ \$ 2500.⁰⁰

Two thousand five hundred Dollars



Wells Fargo Bank, N.A.
Web site
wellsfargo.com

122.50 NP
2377.50 FP

For Zandian V. Margolin

⑆0000250000⑆ E0920 ⑆2484⑆

APR -5 2011

BANK OF AMERICA, NA LNC
1220006514 E6900 99 P05
04/03/11

0002
FOR DEPOSIT ONLY
BANK OF AMERICA, NEWADA
122400721

REQUEST 0000553088000000 2500.00
ROLL BCIA 20110405 00008817287505
JOB BCIA P ACCT 8250002508952484
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

1/13/14

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

REC'D & FILED
2014 JAN 13 PM 4:16
ALAN GLOVER
C. COOPER CLERK

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

7 JED MARGOLIN, an individual,
8 Plaintiff,

9 vs.

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 AM; and,

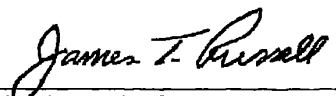
7 2. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
8 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
9 GHONONREZA ZANDIAN JAZI is hereby ordered to produce to Mr. Margolin's counsel at
10 least one week prior to the Judgment Debtor Examination, so that counsel may effectively
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

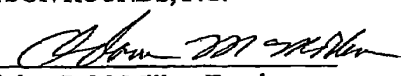
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- f. All of Zandian's accounting records, computerized electronic and/or printed on paper format for the years 2007 to the present.
- g. All of Zandian's statements, cancelled checks and related banking documents for any bank, brokerage or other financial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

DATED: This 13th day of January, 2014.



JAMES T. RUSSELL
DISTRICT COURT JUDGE

Respectfully submitted by,
WATSON ROUNDS, P.C.
By: 
Adam P. McMillen, Esquire
Nevada Bar No. 10678
5371 Kietzke Lane
Reno, NV 89511
Telephone: (775) 324-4100
Facsimile: (775) 333-8171
Email: amcmillen@watsonrounds.com
Attorney for Plaintiff

1 **CERTIFICATE OF SERVICE**

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

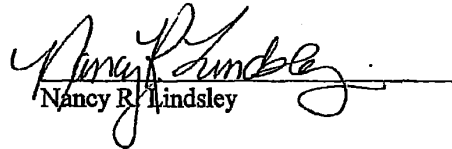
14 Optima Technology Corp.
15 A California corporation
16 8401 Bonita Downs Road
17 Fair Oaks, CA 95628

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 9th, 2014


Nancy R. Lindsley