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10 *Attorneys for Plaintiffs/Counter-Defendants, Fred Sadri, both in his individual capacity and as*
11 *Trustee for The Star Living Trust, dated April 14, 1997; Ray Koroghli and Sathsowi T. Koroghli,*
12 *in their individual capacities as well as Managing Trustees for Koroghli Management Trust*

13 **UNITED STATES BANKRUPTCY COURT**
14 **DISTRICT OF NEVADA**

15 In re: JAZI GHOLAMREZA ZANDIAN,
16
17 Debtor.

Case No.: N-16-50644-btb

CHAPTER 15

18 FRED SADRI, AS TRUSTEE FOR THE STAR
19 LIVING TRUST, DATED APRIL 14, 1997;
20 RAY KOROGHLI AND SATHSOWI T.
21 KOROGHLI, AS MANAGING TRUSTEES
22 FOR KOROGHLI MANAGEMENT TRUST,

Adv. No. 17-05016-btb

**REPLY TO PATRICK CANET'S
COUNTERCLAIMS [ECF No. 15]**

23 Plaintiffs,

24 vs.

25 JED MARGOLIN; JAZI GHOLAMREZA
26 ZANDIAN; and all other parties claiming an
27 interest in real properties described in this
28 action,

Defendants.

PATRICK CANET,

Counterclaimant,

vs.

FRED SADRI INDIVIDUALLY AND IN HIS
CAPACITY AS TRUSTEE OF THE STAR
LIVING TRUST AND RAY KOROGHLI

1 INDIVIDUALLY, AND RAY KOROGHLI
2 AND SATHSOWI T. KOROGHLI AS
3 MANAGING TRUSTEES OF THE
4 KOROGHLI MANAGEMENT TRUST,

Counter-Defendants.

5 PATRICK CANET,

6 Cross-Claimant,

7 v.

8 JED MARGOLIN,

9 Cross-Defendant.
10

11 COME NOW Counter-Defendants, Fred Sadri, both in his individual capacity and as
12 Trustee for The Star Living Trust, dated April 14, 1997; Ray Koroghli, individually; and Ray
13 Koroghli and Sathsowi T. Koroghli, as Managing Trustees for Koroghli Management Trust
14 (collectively, “Counter-Defendants”) by and through their counsel of record, Dana Jonathon
15 Nitz, Esq. and Yanxiong Li, Esq. of the law firm of Wright, Finlay & Zak, LLP, and hereby
16 submit their Answer to portions of Patrick Canet’s (“Canet”) Counterclaim that pertain to
17 Counter-Defendants. As to the balance of allegations in Canet’s Answer, Counterclaim and
18 Crossclaim [ECF No. 15] that do not pertain to Counter-Defendants, Counter-Defendants is
19 without sufficient knowledge or information to admit or deny, and therefore specifically denies
20 all such allegations.

21 **PARTIES, JURISDICTION AND VENUE**

22 27. Counter-Defendants admit the allegations contained in paragraph 27 of Canet’s
23 Counterclaim.

24 28. Counter-Defendants admit the allegations contained in paragraph 28 of Canet’s
25 Counterclaim.

26 **GENERAL ALLEGATIONS**

27 29. Answering paragraph 29, the Settlement Agreement speaks for itself. Counter-
28 Defendants admit only that a copy of the Settlement Agreement is appended to the Complaint

1 [Adv. No. 1] as Exhibit 6. As to the remaining allegations in paragraph 29, Counter-Defendants
2 deny same.

3 30. Answering paragraph 30, Section 2.2 of the Settlement Agreement speaks for
4 itself. Counter-Defendants do not possess sufficient information to admit or deny the remaining
5 allegations in paragraph 30; therefore Counter-Defendants deny the same.

6 31. Answering paragraph 31, Section 2.3 of the Settlement Agreement speaks for
7 itself. Counter-Defendants do not possess sufficient information to admit or deny the remaining
8 allegations in paragraph 31; therefore Counter-Defendants deny the same.

9 32. Answering paragraph 32, the allegations in paragraph 32 of the Counterclaim
10 state legal conclusions for which no response is required; provided, however, to the extent
11 paragraph 32 does require a response, Counter-Defendants deny said allegations.

12 33. Answering paragraph 33, the allegations in paragraph 33 of the Counterclaim
13 state legal conclusions for which no response is required; provided, however, to the extent
14 paragraph 33 does require a response, Counter-Defendants deny said allegations.

15 **FIRST COUNTERCLAIM**

16 **Quiet Title/Declaratory Relief Pursuant to 28 U.S.C. §2201, NRS 30.010 and NRS 40.010**
17 **vs. Fred Sadri, individually and in his capacity as Trustee of the Star Living Trust, and**
18 **Ray Koroghli, individually**

19 34. Answering paragraph 34, Counter-Defendants hereby repeat, re-allege and
20 incorporate each of their admissions, denials, or other responses to all the paragraphs referenced
21 hereinabove as if set forth at length and in full.

22 35. Answering paragraph 35, the allegations in paragraph 35 of the Counterclaim
23 state legal conclusions for which no response is required; provided, however, to the extent
24 paragraph 35 does require a response, Counter-Defendants admit only that this Court has the
25 power and authority to declare the parties' rights and interest under the Settlement Agreement.
26 As to the remaining allegations under paragraph 35 Counter-Defendants deny said allegations.
27
28

SECOND COUNTERCLAIM

United Nations Commission on International Trade (UNCITRAL), Articles 21, 22 and 23, 11 U.S.C. §§ 1520, 1507 and 1521(a), Article L.632-1, French Commercial Code

36. Answering paragraph 36, Counter-Defendants hereby repeat, re-allege and incorporate each of their admissions, denials, or other responses to all the paragraphs referenced hereinabove as if set forth at length and in full.

37. Answering paragraph 37, the allegations in paragraph 37 of the Counterclaim state legal conclusions for which no response is required; provided, however, to the extent paragraph 37 does require a response, Counter-Defendants do not possess sufficient information to admit or deny the allegations contained in paragraph 37 of the Counterclaim; therefore, Counter-Defendants deny said allegations.

38. Answering paragraph 38, the allegations in paragraph 38 state legal conclusions for which no response is required; provided, however, to the extent paragraph 38 does require a response, Counter-Defendants deny said allegations.

39. Answering paragraph 39, the allegations in paragraph 39 state legal conclusions for which no response is required; provided, however, to the extent paragraph 39 does require a response, Counter-Defendants deny said allegations.

COUNTER-DEFENDANTS ASSERT THE FOLLOWING AFFIRMATIVE DEFENSES:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

Canet fails to state a claim against Counter-Defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

(Assumption of Risk)

Canet and/or his predecessor, at all material times, calculated, knew and understood the risks inherent in the situations, actions, omissions, and transactions upon which Canet now bases his various claims for relief, and with such knowledge, Canet and/or his predecessor undertook and thereby assumed such risks and is consequently barred from all recovery by such assumption of risk.

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THIRD AFFIRMATIVE DEFENSE

(Equitable Doctrines)

Counter-Defendants allege that Canet’s claims are barred by the equitable doctrines of laches, unclean hands, estoppel, and failure to do equity.

FOURTH AFFIRMATIVE DEFENSE

(Waiver and Estoppel)

Counter-Defendants assert that by reason of Canet and/or his predecessor’s acts and omissions, Canet has waived his rights and is estopped from asserting the claims against Counter-Defendants.

FIFTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

Counter-Defendants allege that Canet’s claims are barred in whole or in part because of Canet and/or his predecessor’s failure to take reasonable steps to mitigate the damages, if any, in this case.

SIXTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

Canet’s claims are barred in whole or in part by statute of limitations.

SEVENTH AFFIRMATIVE DEFENSE

(Additional Affirmative Defenses)

Counter-Defendants incorporates by reference all affirmative defenses set forth under Rule 8(c) of the Federal Rules of Civil Procedure.

Counter-Defendants reserve the right to assert any other affirmative defenses in the event discovery and/or investigation indicate that such additional defenses are applicable.

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PRAYER

WHEREFORE, Counter-Defendants pray for judgment as follows:

1. That Counterclaimant takes nothing by way of its Counterclaim;
2. For reasonable attorney's fees and costs; and
3. For any such other and further relief as the Court may deem just and proper in the

case.

DATED this 20th day of September, 2017.

WRIGHT, FINLAY & ZAK, LLP

/s/ Yanxiong Li, Esq.

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their individual capacities as well as Managing
Trustees for Koroghli Management Trust*

CERTIFICATE OF SERVICE

The undersigned, an employee of Wright, Finlay & Zak, LLP, hereby certifies that on the 20th day of September, 2017, a true and correct copy of **ANSWER TO PATRICK CANET'S COUNTERCLAIM [ECF No. 15]** was served electronically to all parties of interest through the Court's CM/ECF system, or through U.S. Mail, postage prepaid, as follows:

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/s/ Kelli Wightman

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