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12 *Attorneys for Plaintiffs, Fred Sadri, individually and as Trustee for The Star Living Trust, dated*
 13 *April 14, 1997; Ray Koroghli, individually; Ray Koroghli and Sathsowi T. Koroghli, as*
 14 *Managing Trustees for Koroghli Management Trust*

15 **UNITED STATES BANKRUPTCY COURT**
 16 **DISTRICT OF NEVADA**

17 In re: JAZI GHOLAMREZA ZANDIAN,
 18
 19 Debtor
 20 PATRICK CANET,
 21
 22 Foreign Representative

Case No.: **16-50644-btb**

Chapter 15

Adversary No.: **17-05016-btb**

23 FRED SADRI, AS TRUSTEE FOR THE STAR
 24 LIVING TRUST, DATED APRIL 14, 1997;
 25 RAY KOROGHLI AND SATHSOWI T.
 26 KOROGHLI, AS MANAGING TRUSTEES
 27 FOR KOROGHLI MANAGEMENT TRUST,

**MOTION FOR PARTIAL SUMMARY
 JUDGMENT ON PLAINTIFFS' QUIET
 TITLE/DECLARATORY RELIEF
 CAUSE OF ACTION**

Hearing Date: June 13, 2018
Hearing Time: 2:00 p.m.

28 Plaintiffs,

vs.

JED MARGOLIN; JAZI GHOLAMREZA
 ZANDIAN; and all other parties claiming an
 interest in real properties described in this
 action.

Defendants

1 PATRICK CANET,
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3 Counterclaimant,
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5 vs.
6 FRED SADRI, INDIVIDUALLY AND AS
7 TRUSTEE FOR THE STAR LIVING TRUST,
8 DATED APRIL 14, 1997; RAY KOROGHLI,
9 INDIVIDUALLY; RAY KOROGHLI AND
10 SATHSOWI T. KOROGHLI, AS MANAGING
11 TRUSTEES FOR KOROGHLI
12 MANAGEMENT TRUST,
13
14 Counter-defendants

12 PATRICK CANET,
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14 Crossclaimant,
15
16 vs.
17 JED MARGOLIN,
18
19 Cross-defendant

20 COMES NOW Plaintiffs FRED SADRI, AS TRUSTEE FOR THE STAR LIVING
21 TRUST, DATED APRIL 14, 1997 (“SL Trust”) and RAY KOROGHLI and SATHSOWI T.
22 KOROGHLI, AS MANAGING TRUSTEES FOR KOROGHLI MANAGEMENT TRUST
23 (“KM Trust”) (hereinafter “Plaintiffs”), by and through their attorneys of record, the law firm of
24 Wright, Finlay & Zak, LLP, moves this Court for summary judgment in their favor on the First
25 Cause of Action for Quiet Title/Declaratory Relief in the Adversary Complaint.

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1 This Motion is based upon the accompanying Memorandum of Points and Authorities,
2 separate Statement of Undisputed Facts filed concurrently herewith, Declaration of Yanxiong Li,
3 Esq., such matters as may be judicially noticed, the court's own records in this matter, and on
4 such other and further evidence as may be presented at the hearing on this Motion.

5 **MEMORANDUM OF POINTS AND AUTHORITIES**

6 **I. INTRODUCTION**

7 This dispute over title to certain vacant land parcels in Washoe County involves the
8 Plaintiffs as owners of an undivided 2/3rds interest in the parcels, and Jeb Margolin ("Margolin")
9 who is a judgment creditor of the Debtor / Defendant Jazi Zandian ("Zandian"). Margolin claims
10 he acquired fee title to all of the parcels by a judgment execution sale against Zandian. As a
11 matter of law, Margolin acquired no more than what Zandian held, and therefore Margolin
12 simply has a tenancy-in-common interest with the Plaintiffs and is bound by the Stipulated
13 Judgment as Zandian's successor-in-interest. Plaintiffs seek a decree to this effect.

14 Plaintiff is not now, nor has ever been, a party to the underlying action by which
15 Margolin obtained judgment against Zandian. Plaintiff did not transfer any interest in the parcels
16 to the judgment debtor. Plaintiffs are not joint tenants with the judgment debtor.

17 In addition, Margolin did not give Plaintiffs notice of any execution sale, and never
18 recorded an affidavit as required for a proper judgment abstract under NRS 17.150, raising doubt
19 as to whether Margolin even had an enforceable lien against any of the affected parcels before
20 the execution sale.

21 The proof of these items is a matter of public record and not subject to reasonable
22 dispute. Thus, and as a matter of law, Margolin did not Plaintiffs' interest in the parcels, and any
23 interest Margolin acquired through execution on his judgment is simply that of a tenant in
24 common.

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II. STATEMENT OF UNDISPUTED FACTS

Plaintiffs’ Interest in the Nine Parcels of the Property

Plaintiffs own two-thirds undivided interest in nine (9) parcels of land (collectively hereinafter as the “Property”)¹ located in Washoe County, Nevada. Plaintiffs claim title by the following instruments recorded in the official records of Washoe County, Nevada:

TABLE A:

<i>Date Recorded</i>	<i>Description</i>	<i>Instrument Number</i>
8/6/2003	Grant, Bargain And Sale Deed transferring an undivided 2/3 interest in the Property to Plaintiff SL Trust and Ray Koroghli, an unmarried man.	2900592 ²
5/12/2009	Quitclaim Deed transferring an undivided 1/3 interest in the Property from Ray Koroghli to Plaintiff KM Trust.	3758659 ³

Defendant Jed Margolin’s Claim to Three Parcels of the Property

Defendant Jed Margolin (“Margolin”) claims he is “the sole title owner of the property in question.”⁴ Public records show only that Margolin obtained *an* interest in Parcels 2, 4 and 8

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¹ The parcels are specifically identified by the following assessor’s parcel numbers:

- a. 079-150-09 (Parcel 1);
- b. 079-150-10 (Parcel 2);
- c. 079-150-13 (Parcel 3);
- d. 084-040-02 (Parcel 4);
- e. 084-040-04 (Parcel 5);
- f. 084-040-06 (Parcel 6);
- g. 084-040-10 (Parcel 7);
- h. 084-130-07 (Parcel 8);
- i. 084-140-17 (Parcel 9).

² See Plaintiff’s Statement of Undisputed Facts (“SOUF”) at 3 and Exhibit A.

³ SOUF at 3 and Exhibit A.

⁴ SOUF at 3 and Exhibit B.

1 of the Property by the following instruments recorded in the official records of Washoe County,
 2 Nevada:

3 **TABLE B:**

4	5	6	7
	<i>Date</i>	<i>Description</i>	<i>Instrument Number</i>
	<i>Recorded</i>		
6	6/26/2013	Default Judgment in favor of Margolin against Optima Technology Corp., a California corporation; Optima Technology Corp., a Nevada corporation; and Zandian.	4269631 ⁵
7	4/9/2015	Sheriff's Certificate of Sale of Property recites a purported auction of Parcel 8 on 4/3/2015 of "all right, title and interest of the said judgment debtor...to Jed Margolin."	4456021 ⁶
8	9/8/2016	Sheriff's Deed Upon Execution of Real Property transferring "all of the rights, title interest and claim belonging to Judgment Debtors" in Parcel 8 to Jed Margolin.	4630134 ⁷
9	4/9/2015	Sheriff's Certificate of Sale of Property recites a purported auction of Parcel 4 on 4/3/2015 of "all right, title and interest of the said judgment debtor...to Jed Margolin."	4456032 ⁸
10	9/8/2016	Sheriff's Deed Upon Execution of Real Property transferring "all of the rights, title interest and claim belonging to Judgment Debtors" in Parcel 4 to Jed Margolin.	4630133 ⁹
11	4/9/2015	Sheriff's Certificate of Sale of Property recites a purported auction of Parcel 2 on 4/3/2015 of "all right, title and interest of the said judgment debtor...to Jed Margolin."	4456020 ¹⁰
12	9/8/2016	Sheriff's Deed Upon Execution of Real Property	4630135 ¹¹

13 ⁵ SOUF at 4 and Exhibit A.

14 ⁶ SOUF at 4 and Exhibit A.

15 ⁷ SOUF at 4 and Exhibit A.

16 ⁸ SOUF at 4 and Exhibit A.

17 ⁹ SOUF at 4 and Exhibit A.

18 ¹⁰ SOUF at 4 and Exhibit A.

1 transferring “all of the rights, title interest and
2 claim belonging to Judgment Debtors” in Parcel 2
3 to Jed Margolin.

4 Plaintiffs are not named as the “defendants” or “judgment debtors” in the Default
5 Judgment; in the Sheriff’s Certificates of Sale; or in the Sheriff’s Deeds referenced above.¹² It
6 is undisputed that no notice was sent to either Plaintiff regarding the April 3, 2015 execution
7 sales (“Execution Sales”) recited in the Sheriff’s Certificates of Sale and Sheriff’s Deeds
8 above.¹³ Additionally, no Affidavit of Judgment or similar document containing information
9 regarding the judgment debtor required under NRS 17.150(4)(a)-(d) was recorded concurrently
10 with the Default Judgment in the official records of Washoe County, Nevada.¹⁴

11 *Defendant Zandian confirms Plaintiffs’ Interest in the Property*

12 Defendant Zandian, judgment debtor, admits that SL Trust is now and at all times
13 relevant herein, the co-owner of one-third (1/3) undivided interest in title to the Property under
14 the Grant, Bargain and Sale Deed signed by Nevada Land and Resources Company, and
15 recorded on August 6, 2003 as Instrument No. 2900592 in the Washoe County Recorder’s
16 Office.¹⁵

17 Defendant Zandian also admits that KM Trust is now and at all times relevant herein, the
18 co-owner of one-third (1/3) undivided interest in title to the Property under a Quitclaim Deed
19 signed by Ray Koroghli, and recorded on May 12, 2009 as Instrument No. 3758659 in the
20 Washoe County Recorder’s Office.¹⁶ Together, these conveyances conveyed 2/3rds of the title
21 in all nine (9) parcels to Plaintiffs.

22 **III. REQUEST FOR JUDICIAL NOTICE**

23 Many of the preceding facts are supported by admissible evidence introduced by the
24 testimony of a qualified witness; the remainder are judicially noticeable facts that are either
25 “generally known” or that “can be accurately and readily determined from sources whose

26 ¹¹ SOUF at 4 and Exhibit A.

27 ¹² See SOUF at 5 and Exhibit A.

28 ¹³ SOUF at 5 and Exhibit C.

¹⁴ SOUF at 5 and Exhibit A.

¹⁵ SOUF at 5 and Exhibit D.

¹⁶ SOUF at 6 and Exhibit D.

1 accuracy cannot reasonably be questioned.” Fed. R. Evid. 201. Plaintiffs respectfully requests
2 that the Court take judicial notice of the recorded title instruments and judicial filings attached as
3 Exhibits 1-12. The Court should take judicial notice of the majority of the facts discussed in
4 Tables A and B above as they are facts derived from publicly available records of the Washoe
5 County Recorder, and are thus, judicially noticeable. *See Disabled Rights Action Comm. v. Las*
6 *Vegas Events, Inc.*, 375 F.3d 861, 866 & n.1 (9th Cir. 2004) (court may take judicial notice of the
7 records of state agencies and other undisputed matters of public record under Fed. R. Evid. 201);
8 *Harlow v. MTC Fin. Inc.*, 865 F. Supp. 2d 1095, 1097 (D. Nev. 2012) (“When ruling on a motion
9 for summary judgment, the Court may take judicial notice of matters of public record, including
10 recorded documents.”). The remaining undisputed facts are based on admissions. Therefore, all
11 of the evidence is properly before the court, authenticated, and competent to establish the
12 Plaintiffs’ *prima facie* case.

13 IV. LEGAL STANDARD FOR REVIEW

14 Summary judgment is proper when there is no issue of material fact and the movant is
15 entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a); *see also Celotex Corp. v. Catrett*,
16 477 U.S. 317, 322-23 (1986). After the movant has carried its burden to identify issues where
17 there is no genuine issue of material fact, the non-moving party must produce evidence upon
18 which a jury could reasonably base a verdict in its favor. *Anderson v. Liberty Lobby, Inc.*, 477
19 U.S. 242, 248 (1986). Summary judgment must be granted if “the nonmoving party fails to offer
20 evidence from which a reasonable jury could return a verdict in its favor.” *Triton Energy Corp.*
21 *v. Square D Co.*, 68 F.3d 1216, 1220 (9th Cir. 1995).

22 V. ARGUMENT

23 A. MARGOLIN’S JUDGMENT LIEN AND RELATED EXECUTION SALES 24 AFFECT ONLY ZANDIAN’S INTEREST IN THE PROPERTY.

25 Plaintiffs are entitled to a decree and declaration confirming their two-thirds’ (2/3)
26 ownership interest in the Property because Margolin’s purported judgment lien and execution
27 sales affects only Zandian’s one-third (1/3) interest in the Property. These facts are derived from
28 public records and cannot be reasonably disputed by Margolin.

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1 Property interests are created and defined by state law. *Butner v. United States*, 440 U.S.
2 48, 55, 99 S. Ct. 914, 918, 59 L. Ed. 2d 136, 142 (1979) NRS 17.150(2) governs creation of a
3 judgment lien on real property under Nevada law, It states:

4 A transcript of the original docket or an abstract or copy of any judgment or
5 decree of a district court of the State of Nevada or the District Court or other court
6 of the United States in and for the District of Nevada, the enforcement of which
7 has not been stayed on appeal, certified by the clerk of the court where the
8 judgment or decree was rendered, may be recorded in the office of the county
9 recorder in any county, and when so recorded it becomes a lien upon all the real
property ***of the judgment debtor*** not exempt from execution in that county, ***owned
by the judgment debtor*** at the time, ***or which the judgment debtor may afterward
acquire***, until the lien expires.

10 *See also* NRS 21.190 ([u]pon a sale of real property, the purchaser shall be substituted to and
11 acquire all the right, title, interest and claim ***of the judgment debtor*** thereto) (Emphasis added).
12 In other words, under Nevada law, the purchaser at a sale of real property under execution gets
13 only such interest as the debtor possessed at the time of the lien of the judgment. *Zabriskie v.*
14 *Meade*, 2 Nev. 285, 289 (1866) (“[i]f the judgment debtor has nothing, the purchaser gets
15 nothing”); see also, *Rosina v. Trowbridge*, 20 Nev. 105, 121, 17 P. 751, 759 (1888).
16 Additionally, it is well settled within this Circuit that the doctrine of caveat emptor applies to
17 execution sales such that interest acquired at such sales is subject to “***any rights and equities of***
18 ***third- parties which are capable of being enforced against the judgment debtor.***” *See Northern*
19 *Mining Corporation v. Trunz*, 124 F.2d 14, 18 (9th Cir. 1941); *see also Tonopah Banking Corp.*
20 *v. McKane Mining Co. of Tonopah*, 31 Nev. 295, 103 P. 230, 231 (Nev. 1909) (The fact that the
21 plaintiff may have intended to have bid in the whole property to satisfy the judgment, but failed
22 to do so, and bid the full amount of the purchase price erroneously for a portion of the property,
23 cannot affect the legal status of the situation. The law of caveat emptor applies to all judicial and
24 execution sales with equal force as it does to other sales of property, except where fraud may be
25 claimed or maintained); *United States v. Fishing Vessel Pan Alaska*, 315 F. Supp. 1005, 1007 (D.
26 Alaska 1970) (The well established general rule, however, is that the principle of caveat emptor
27 applies to execution sales, and the purchaser receives only the actual interest of the debtor and no
28 more) (*citing Reynolds v. Reynolds*, 54 Cal.2d 669, 7 Cal.Rptr. 737, 355 P.2d 481, 488 (1960))

1 (en banc); *Sander v. Wells*, 71 Wash.2d 25, 426 P.2d 481, 484 (1967); 30 AM.JUR.2D
2 EXECUTIONS 430 (1967)); *Nussbaumer v. Superior Court In & For Yuma Cty.*, 107 Ariz. 504,
3 508, 489 P.2d 843, 847 (1971) (the execution purchaser cannot set up, as a defense to his liability
4 for the purchase money or for a deficiency on a resale, defects in the debtor's title, the existence
5 of encumbrances, a deficiency in quantity of the land, or, in the absence of artifice or fraud, that
6 the price bid is more than the property is worth). Here, the public records show Plaintiffs owned
7 two-thirds interest in the nine (9) parcels of the Property at the time of the Margolin's execution
8 sales on three (3) of them. Plaintiffs are not judgment debtors. Thus, Margolin could only have
9 executed against whatever interest Zandian held at the time of the execution sales. Moreover,
10 any interest Margolin acquired through his execution sales must be subject to the rights of
11 Plaintiffs under the Stipulation for Final Resolution of Litigation ("Stipulated Judgment") that
12 might be enforced against Zandian.¹⁷ Especially where, as in this case, the Stipulated Judgment
13 expressly binds all successors and assigns of Zandian as to rights, claims and interest to property
14 governed thereby, including the subject parcels.¹⁸

15 Margolin will likely argue that Zandian held all of the ownership interest in the three
16 parcels of the Property based upon a "Judgment Confirming Arbitration Award" ("JCAA") that
17 allegedly transferred Plaintiffs' two-thirds interest to Zandian.¹⁹ This argument is flawed for at
18 least two reasons.

19 **First**, the JCAA does not purport to convey title to anything; that is, the JCAA is not self-
20 executing with respect to transfer of the Property. *Clover Valley Land & Stock Co. v. Lamb*, 43
21 Nev. 375, 386, 187 P. 723, 727 (1920) (decree or judgment is not self-executing if it must be
22 enforced by some person authorized by law); *see also* BOUVIER LAW DICTIONARY ("A self-
23 executing instrument is any instrument that is sufficient on its face to determine what obligations
24 are imposed as a result of its underlying commitment, so that no further instrument must be
25 drafted or act taken in order for the instrument to take effect and be enforced.") Here, the JCAA
26 requires "Defendants to execute and deliver to [Zandian's] counsel..." various deeds effectuating

27 ¹⁷ See SOUF at Exhibit A..

28 ¹⁸ See SOUF at Exhibit A.

¹⁹ See SOUF at Exhibit A.

1 the transfer of property interest. As the public record shows, this was never done. *See* Exhibit
2 11 and Li Declaration at ¶9.

3 **Second**, and more significantly, the JCAA was superseded by the Stipulated Judgment
4 that confirms Plaintiffs' two-thirds interest in the Property.²⁰ Margolin was not a party to the
5 JCAA and the Stipulated Judgment was entered on July 14, 2008, well before the first execution
6 sale took place. He never levied upon the judgment, nor sought to obtain any assignment of
7 rights under it. Plaintiffs were free to negotiate and settle the dispute giving rise to the JCAA
8 and so that occurred here. Thus, Margolin obtained, at most, Zandian's one-third interest in
9 Parcels 2, 4 and 8 by his execution sales. Because the Margolin's execution sales did not divest
10 Plaintiffs of their two-thirds interest in the Property, summary judgment should be granted in
11 favor of Plaintiffs.

12 **B. ALTERNATIVELY, MARGOLIN'S JUDGMENT LIEN AND EXECUTION**
13 **SALES PURSUANT THERETO ARE VOID FOR HIS FAILURE TO**
14 **COMPLY WITH NRS 17.015(4).**

15 It is well-settled law under NRS 17.150(4) that "for the purpose of creating a lien upon
16 the real property of the judgment debtor," judgment creditors, (like Margolin), *shall* record an
17 Affidavit of Judgment. This Affidavit requirement is intended to provide more specific
18 identifying information to avoid "unnecessarily clouding innocent people's title" whom happen
19 to have names similar to judgment debtors. *Id.* Because NRS 17.150(4) expressly requires this
20 Affidavit as a condition *precedent* to creating a valid judgment lien, Margolin's failure to prepare
21 and record the Affidavit means the judgment lien was never perfected and is void *ab initio*. *See,*
22 *e.g., Clark Cty. v. S. Nev. Health Dist.*, 128 Nev. 651, 656, 289 P.3d 212, 215 (2012) ("If the
23 Legislature's intention is apparent from the face of the statute, there is no room for construction,
24 and this court will give the statute its plain meaning"); *see also Alcove Inv., Inc. v. Conceicao* (In
25 re Conceicao), 331 B.R. 885, 894 (B.A.P. 9th Cir. 2005) ("in construing California's counterpart
26 to NRS 17.150(4), the 9th Circuit B.A.P. held that judgment lien was invalid where judgment
27 creditor failed to include debtor's social security number or indicate that it is unknown when

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²⁰ *See* SOUF at 5 and Exhibit A.

1 recording the judgment.”). Here, Margolin’s Default Judgment likewise fails to provide any of
2 the information regarding the judgment debtor required under NRS 17.150(4), so recording it
3 cannot be deemed compliance with NRS 17.150(4). Nor has Margolin recorded any Affidavit of
4 Judgment concurrently with the Default Judgment to supplement this information. See Exhibit 3
5 and Li Declaration at ¶5. Thus, Margolin made no effort to comply with the statutory
6 requirements for creating a judgment lien, and as such, does not hold any valid judgment lien
7 against the Property. Additionally, because there is no valid judgment lien, Margolin’s execution
8 sales should be declared void, and ineffective in transferring any interest in Parcels 2, 4 and 8.
9 Accordingly, summary judgment should be granted in favor of Plaintiffs confirming their two-
10 thirds interest in the Property.

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CONCLUSION

Based on the foregoing, Plaintiffs request that this Court enter a judgment declaring that title to the Property is vested in FRED SADRI, AS TRUSTEE FOR THE STAR LIVING TRUST, DATED APRIL 14, 1997 as to a one-third undivided interest and in RAY KOROGHLI AND SATHSOWI T. KOROGHLI, AS MANAGING TRUSTEES FOR KOROGHLI MANAGEMENT TRUST as to a one-third undivided interest. Further, Plaintiffs seek a declaration that Margolin acquired, if any, only Zandian’s undivided interest in the Property subject to the rights and equities under the Stipulated Judgment that may be enforced against Zandian.

DATED this 16th day of April, 2018.

WRIGHT, FINLAY & ZAK, LLP

/s/ Yanxiong Li, Esq.
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Attorneys for Plaintiffs,
*Fred Sadri, as Trustee for The Star Living Trust,
dated April 14, 1997; Ray Koroghli and Sathsowi T.
Koroghli, as Managing Trustees for Koroghli
Management Trust*

CERTIFICATE OF SERVICE

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I, Kelli Wightman, am an employee of Wright, Finlay & Zak, LLP and I certify under penalty of perjury that the foregoing statement is true and correct:

1. On April 16, 2018, I served the following document(s):

MOTION FOR PARTIAL SUMMARY JUDGMENT ON PLAINTIFFS’ QUIET TITLE/DECLARATORY RELIEF CAUSE OF ACTION

2. I served the above-named document(s) by the following means to the persons as listed below:

(Check all that apply)

a. ECF System (You must attach the “Notice of Electronic Filing”, or list all persons and address and attach additional paper if necessary)

MATTHEW D. FRANCIS on behalf of Cross Defendant JED MARGOLIN
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ADAM P MCMILLEN on behalf of Cross Defendant JED MARGOLIN
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ARTHUR ZORIO on behalf of Defendant JED MARGOLIN
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3. On April 16, 2018, I served the above-named document(s) by the following means to the persons as listed below:

- b. United States mail, postage fully pre-paid (List persons and addresses. Attach additional paper if necessary)

JED MARGOLIN
c/o Brownstein Hyatt Farber Schreck, LLP
Attn: Matthew D. Francis, Esq.
Attn: Arthur Zorio, ESq.
5371 Kietzke Lane
Reno, NV 89511

JAZI GHOLAMREZA ZANDIAN
6 RUE EDOUARD FOURNIER
PARIS

STEVE E. ABELMAN on behalf of Creditor
JED MARGOLIN
BROWNSTEIN HYATT FARBER SCHRECK
410 17th STREET, STE 2200
DENVER, CO 80241

Jeffrey L. Hartman, Esq.
HARTMAN & HARTMAN
510 West Plumb Lane, Suite B
Reno, NV 89509
Attorney for Patrick Canet

4. That such mailing was accomplished by first class mail, pre-paid, in a sealed envelope.

5. I declare under penalty of perjury that the foregoing is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signed on this 16th day of April, 2018.

/s/ Kelli Wightman
An employee of Wright, Finlay & Zak, LLP