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

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

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

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

**Chapter 15**

Adversary No.: 17-\_\_\_\_\_ -btb

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

**COMPLAINT FOR QUIET TITLE  
AND DECLARATORY RELIEF**

22 Plaintiffs,

23 vs.

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

**JUDGE: HON. BRUCE T. BEESLEY**

28 Defendant.

29 COMES NOW Fred Sadri, As Trustee For The Star Living Trust, Dated April 14, 1997  
30 (“SLT”); Ray Koroghli and Sathsowi T. Koroghli, as Managing Trustees for Koroghli

1 Management Trust (hereinafter “KMT” or collectively with “SLT” as “Plaintiffs”), by and  
2 through their attorneys of record, Dana Jonathon Nitz, Esq., and Yanxiong Li, Esq., of the law  
3 firm of Wright, Finlay & Zak, LLP, and hereby file this Adversary Complaint<sup>1</sup> against Jed  
4 Margolin (“Margolin”); Jazi Gholamreza Zandian (hereinafter “Zandian” and collectively with  
5 “Margolin” as “Defendants”) and alleges as follows:

6 **PARTIES, JURISDICTION AND VENUE**

7 **1.** The real properties at issue are multiple parcels of land located in Washoe  
8 County, Nevada described by the Assessor Parcel Numbers below: (collectively hereinafter, the  
9 “Property”):

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

19 **2.** The Court has subject matter jurisdiction over this Adversary Proceeding  
20 pursuant to 28 U.S.C. § 1334(b).

21 **3.** This Adversary Proceeding is a core proceeding pursuant to 28 U.S.C. §  
22 157(b)(2)(A), (O) and (P), and may be determined by the Court.

23 **4.** The statutory predicates supporting this adversary proceeding are 11 U.S.C. §§  
24 28 U.S.C. § 2201, NRS 30.010 et seq., and NRS 40.010.

25  
26 <sup>1</sup> Unless otherwise indicated, all “Chapter” and “Section” references are to the Bankruptcy Code,  
27 11 U.S.C. § 101 *et seq.* The Federal Rules of Civil Procedure will be referred to as “FRCP;” the  
28 Federal Rules of Bankruptcy Procedure will be referred to as “FRBP;” Federal Rules of  
Evidence will be referred to as “FRE;” and the Local Rules of Practice for the United States  
Bankruptcy Court for the District of Nevada shall be referred to as “LR.”

1           **5.**       Venue for this adversary proceeding is proper in the District of Nevada, pursuant  
2 to 28 U.S.C. § 1409.

3           **6.**       Fred Sadri (“Mr. Sadri”) is an individual residing in Clark County, Nevada. Mr.  
4 Sadri is and was at all times relevant to this proceeding, the sole Trustee for The Star Living  
5 Trust, Dated April 14, 1997 (“SLT”). SLT is now and at all times relevant herein, the co-owner  
6 of one-third (1/3) undivided interest in title to the Property under a Grant Bargain and Sale Deed  
7 signed by Nevada Land and Resources Company, and recorded on August 6, 2003 as  
8 Instrument No. 2900592 in the Washoe County Recorder’s Office.

9           **7.**       Ray Koroghli (“Mr. Koroghli”) and Sathsowi T. Koroghli (“Mrs. Koroghli”) are  
10 individuals residing in Clark County, Nevada. Mr. and Mrs. Koroghli are and were at all times  
11 relevant to this proceeding, the co-Trustees for Koroghli Management Trust (“KMT”). KMT is  
12 now and at all times relevant herein, the co-owner of one-third (1/3) undivided interest in title to  
13 the Property under a Quitclaim Deed signed by Ray Koroghli, and recorded on May 12, 2009 as  
14 Instrument No. 3758659 in the Washoe County Recorder’s Office.

15           **8.**       Upon information and belief, Defendant Jazi Gholamreza Zandian (“Zandian” or  
16 “Debtor”) was a Clark County, Nevada resident, and claimed an undivided one-third (1/3)  
17 interest in title to the Property as a co-owner with SLT and KMT. Plaintiffs are further  
18 informed and believe that Zandian has recently relocated to Paris, France. Plaintiffs are further  
19 informed and believe that Zandian used multiple aliases including without limitation: Reza  
20 Zandian, Golamreza Zandianjazi, Gholam Reza Zandian, Reza Jazi, J. Reza Jazi, G. Reza Jazi  
21 and Ghononreza Zandian Jazi.

22           **9.**       Upon information and belief, Defendant Jed Margolin (“Margolin”) is an  
23 individual residing in Clark County, Nevada. Plaintiffs are further informed and believe that  
24 Margolin claimed and claims an undivided interest as the sole owner of title interest to Parcels  
25 2, 4 and 8 of the Property under various Sheriff’s Deed Upon Sale recorded against each of  
26 these parcels.

27  
28

**GENERAL ALLEGATIONS**

1 *SLT and KMT's Interest in the Property*

2  
3 **10.** On or about August 6, 2003, SLT and Mr. Koroghli each purchased a one-third  
4 undivided interest in title to the Property.<sup>2</sup>

5 **11.** The Grant, Bargain and Sale Deed executed by NV Land and Resources  
6 Company identified Fred Sadri as Trustee for Star Living Trust, Ray Koroghli (a single man)  
7 and Reza Zandian (a married man as his sole and separate property) each as tenants in common  
8 with respect to one-third interest in the Property.<sup>3</sup>

9 **12.** On August 6, 2003, Niloo Far Foughani transferred her marital interest in the  
10 Property to Zandian.<sup>4</sup>

11 **13.** On October 5, 2005, Zandian filed a civil action in the Eighth Judicial District  
12 Court for Clark County, Nevada, against, *inter alia*, SLT and Ray Koroghli in Case No.  
13 05A511131 ("Clark County Action").<sup>5</sup>

14 **14.** On November 3, 2005, Zandian filed a Lis Pendens based on the Clark County  
15 Action against the Property.<sup>6</sup>

16 **15.** On June 8, 2007, a Judgment Confirming Arbitration Award was entered in the  
17 Clark County Action wherein, among other matters, SLT and Mr. Koroghli were ordered to  
18 execute Quitclaim Deeds transferring their undivided two-thirds interest to Zandian.<sup>7</sup>

19 **16.** Upon information and belief, neither SLT nor Mr. Koroghli executed any of the  
20 form Quitclaim Deeds attached to the Judgment Confirming Arbitration Award.

21  
22 <sup>2</sup> A true and correct copy of the GBS Deed recorded in the Washoe County Recorder's Office as  
23 Book and Instrument Number 2900592 is attached to Plaintiffs' Complaint as **Exhibit 1**. All  
24 other recordings stated hereafter are recorded in the same manner.

25 <sup>3</sup> *Id.*

26 <sup>4</sup> A true and correct copy of the GBS Deed recorded in the Washoe County Recorder's Office as  
27 Book and Instrument Number 2900593 is attached to Plaintiffs' Complaint as **Exhibit 2**.

28 <sup>5</sup> A true and correct copy of the Complaint filed in Case No. 05A511131 is attached to Plaintiffs'  
Complaint as **Exhibit 3**.

<sup>6</sup> A true and correct copy of the Lis Pendens recorded in the Washoe County Recorder's Office  
as Book and Instrument Number 3301912 is attached to Plaintiffs' Complaint as **Exhibit 4**.

<sup>7</sup> A true and correct copy of the Judgment Confirming Arbitration Award filed in Case No.  
05A511131 is attached to Plaintiffs' Complaint as **Exhibit 5**.

1           **17.**    Upon information and belief, the respective one-third interest held by SLT and  
2 Mr. Koroghli never transferred to Zandian.

3           **18.**    Upon information and belief, the Judgment Confirming Arbitration Award was  
4 subsequently vacated on appeal and replaced by a Stipulated Judgment confirming the two-  
5 thirds interest in title belonging to SLT and Mr. Koroghli.<sup>8</sup>

6           **19.**    On May 12, 2009, a Quitclaim Deed was executed by Mr. Koroghli by which his  
7 one-third interest in title to the Property was transferred to Mr. Koroghli and Mrs. Koroghli, as  
8 Managing Trustees for Koroghli Management Trust.<sup>9</sup>

9 *Margolin's Purported Interest in the Property*

10           **20.**    On December 11, 2009, Margolin filed a civil action in the First Judicial District  
11 Court for Carson City, Nevada against, *inter alia*, Zandian in Case No. 09 OC 00579 1B  
12 (“Carson City Action”).

13           **21.**    On June 26, 2013, a Default Judgment was entered in the Carson City Action  
14 awarding Margolin \$1,495,775.74 in damages against Zandian.<sup>10</sup>

15           **22.**    Upon information and belief, neither SLT nor KMT, or their predecessor-in-  
16 interest, were named or participated in the Carson City Action.

17           **23.**    Upon information and belief, Margolin did not properly record a copy of the  
18 Default Judgment at the Washoe County Recorder’s Office in accordance with NRS 17.150  
19 prior to executing upon Debtor’s interest in the Property.

20           **24.**    Upon information and belief, Margolin did not cause a copy of the Notice of Sale  
21 to be served in accordance with NRS 21.130 prior to executing upon Debtor’s interest in the  
22 Property.

23 ///

24 \_\_\_\_\_  
25 <sup>8</sup> A true and correct copy of the Stipulated Judgment filed in Case No. 05A511131 is attached to  
26 Plaintiffs’ Complaint as **Exhibit 6**.

27 <sup>9</sup> A true and correct copy of the Quitclaim Deed recorded in the Washoe County Recorder’s  
28 Office as Book and Instrument Number 3758659 is attached to Plaintiffs’ Complaint as **Exhibit**  
**7**.

<sup>10</sup> A true and correct copy of the Default Judgment filed in Case No. 09 OC 00579 1B is attached  
to Plaintiffs’ Complaint as **Exhibit 8**.

1           **25.** Upon information and belief, pursuant to a Sheriff's Certificate of Sale of  
2 Property, Margolin caused Parcel 8 to be sold on April 3, 2015 by Sheriff's Sale for \$3,000.00  
3 to himself.<sup>11</sup>

4           **26.** On September 8, 2016, a Sheriff's Deed Upon Sale was recorded in favor  
5 Margolin with respect to Parcel 8.<sup>12</sup>

6           **27.** Upon information and belief, pursuant to a Sheriff's Certificate of Sale of  
7 Property, Margolin caused Parcel 4 to be sold on April 3, 2015 by Sheriff's Sale for \$5,000.00  
8 to himself.<sup>13</sup>

9           **28.** On September 8, 2016, a Sheriff's Deed Upon Sale was recorded in favor  
10 Margolin with respect to Parcel 4.<sup>14</sup>

11           **29.** Upon information and belief, pursuant to a Sheriff's Certificate of Sale of  
12 Property, Margolin caused Parcel 2 to be sold on April 3, 2015 by Sheriff's Sale for \$5,000.00  
13 to himself.<sup>15</sup>

14           **30.** On September 8, 2016, a Sheriff's Deed Upon Sale was recorded in favor  
15 Margolin with respect to Parcel 2.<sup>16</sup>

16 ///

17 \_\_\_\_\_  
18 <sup>11</sup> A true and correct copy of the Sheriff's Certificate of Sale of Property recorded in the Washoe  
19 County Recorder's Office as Book and Instrument Number 4456021 is attached to Plaintiffs'  
20 Complaint as **Exhibit 9**.

21 <sup>12</sup> A true and correct copy of the Sheriff's Deed Upon Execution of Real Property recorded in the  
22 Washoe County Recorder's Office as Book and Instrument Number 4630134 is attached to  
23 Plaintiffs' Complaint as **Exhibit 10**.

24 <sup>13</sup> A true and correct copy of the Sheriff's Certificate of Sale of Property recorded in the Washoe  
25 County Recorder's Office as Book and Instrument Number 4456032 is attached to Plaintiffs'  
26 Complaint as **Exhibit 11**.

27 <sup>14</sup> A true and correct copy of the Sheriff's Deed Upon Execution of Real Property recorded in the  
28 Washoe County Recorder's Office as Book and Instrument Number 4630133 is attached to  
Plaintiffs' Complaint as **Exhibit 12**.

<sup>15</sup> A true and correct copy of the Sheriff's Certificate of Sale of Property recorded in the Washoe  
County Recorder's Office as Book and Instrument Number 4456020 is attached to Plaintiffs'  
Complaint as **Exhibit 13**.

<sup>16</sup> A true and correct copy of the Sheriff's Deed Upon Execution of Real Property recorded in the  
Washoe County Recorder's Office as Book and Instrument Number 4630135 is attached to  
Plaintiffs' Complaint as **Exhibit 14**.

1           **31.**     Upon information and belief, Margolin claims to be the sole owner of the title  
2 interest in Parcels 2, 4 and 8 pursuant to the Sheriff's Sales described above.

3           **32.**     A judgment execution sale conducted pursuant to NRS Chapter 21 must comply  
4 with NRS 21.130 with regard to service of Notice of Sale.

5           **33.**     A title interest holder, such as SLT and KMT here, and their predecessors-in-  
6 interest to the Property, has a right to satisfy the judgment lien in order to protect their interest  
7 in the Property.

8           **34.**     Upon information and belief, Margolin did not comply with all mailing and  
9 noticing requirements stated in NRS 17.150 and 21.130.

10          **35.**     The Sheriff's Sales occurred without notice to SLT and/or KMT, or their  
11 predecessors, agents, counsels, representatives of the outstanding amount of the Default  
12 Judgment.

13          **36.**     The Sheriff's Sales occurred without notice to SLT and/or KMT, or their  
14 predecessors, agents, counsels, representatives of the time and place of the sale.

15          **37.**     The Sheriff's Sales occurred without notice to SLT and/or KMT, or their  
16 predecessors, agents, counsels, representatives of their right to protect their interest in title to the  
17 Property.

18          **38.**     The Sheriff's Sales violated Plaintiffs' rights to due process because they were  
19 not given proper, adequate notice and the opportunity to protect their interest in title to the  
20 Property.

21          **39.**     The Sheriff's Sales were an invalid sale and could not have extinguished  
22 Plaintiffs' interest because of defects in the notices given to Plaintiffs, or their predecessors,  
23 agents, servicers or trustees, if any.

24          **40.**     Alternatively, the Sheriff's Sales themselves were valid but Margolin took his  
25 interest subject to Plaintiffs' interest.

26          **41.**     A judgment execution sale must be done in a commercially reasonable manner.

27          **42.**     Upon information and belief, the amount paid at the Sheriff's Sales allegedly  
28 totaled \$3,000.00 to \$5,000.00 per parcel.



1           **53.** Because the Default Judgment did not provide Margolin with authority to  
2 foreclose on Plaintiffs' interest in the Property, the Sheriffs' Sales could not have extinguished  
3 Plaintiffs' interest or displaced their interest in the chain of title, such that Margolin took subject  
4 to the Plaintiffs' interest, as a co-owner of one-third undivided interest in Parcels 2, 4, 8.

5           **54.** In the alternative, the Sheriffs' Sales are void, invalid and/or should be set aside.

6           **55.** Because, upon information and belief, Margolin failed to provide proper,  
7 adequate and sufficient notices required by NRS Chapter 21, the Sheriffs' Sale is void, invalid  
8 and/or should be set aside.

9           **56.** Based on the adverse claims being asserted by the parties, Plaintiffs are entitled  
10 to a judicial determination regarding the rights and interests of the respective parties to the case.

11           **57.** A justiciable controversy exists between Plaintiffs and Defendants and Plaintiffs  
12 have a legally protectable interest in the controversy. The issue is ripe for judicial  
13 determination.

14           **58.** For all the reasons set forth above, Plaintiffs are entitled to a determination from  
15 this Court, pursuant to 28 U.S.C. § 2201, NRS 30.010 and NRS 40.010, that the purported  
16 Sheriff's Sales did not extinguish Plaintiffs' ownership interest in the Property.

17           **59.** Based upon the foregoing, Plaintiffs are entitled to a determination from this  
18 Court, pursuant to 28 U.S.C. § 2201, NRS 30.010 and NRS 40.010, that Plaintiffs each own  
19 one-third undivided interest in the Property with Margolin and/or the Debtor.

20           **60.** Plaintiffs are entitled to a determination from this Court, pursuant to 28 U.S.C. §  
21 2201, NRS 30.010 and NRS 40.010, that Plaintiffs' ownership interest by virtue of their Grant  
22 Bargain Sale Deeds are co-equal or superior to the interests, if any, acquired by Margolin  
23 through the Sheriff's Sales and all other parties, if any.

24           **61.** In the alternative, if it is found under state law that Plaintiffs' interest could have  
25 been extinguished by the Sheriff's Sales, for all the reasons set forth above, Plaintiffs are  
26 entitled to a determination from this Court, pursuant to 28 U.S.C. § 2201, NRS 30.010 and NRS  
27 40.010, that the Sheriff's Sales were void, invalid and/or should be set aside and conveyed no  
28 legitimate interest to Margolin.





- 1 4. In the alternative, for a declaration and determination that the Sheriff's Sales
- 2 were void, invalid and/or should be set aside and conveyed no legitimate interest
- 3 to Margolin;
- 4 5. For a preliminary injunction that Defendants, their successors, assigns, and
- 5 agents are prohibited from conducting a sale or transfer of the Property and
- 6 representing the sale is free and clear of the Plaintiffs' ownership interest, unless
- 7 Defendants tender payment of the value in the Property interest owned by
- 8 Plaintiffs;
- 9 6. For a preliminary injunction that Defendants, their successors, assigns, and
- 10 agents pay all taxes, insurance and homeowner's association dues during the
- 11 pendency of this action;
- 12 7. For general and special damages;
- 13 8. For attorney's fees;
- 14 9. For costs incurred herein, including post-judgment costs; and
- 15 10. For any and all further relief deemed appropriate by this Court.

16 DATED this 25th day of May, 2017.

17 WRIGHT, FINLAY & ZAK, LLP

18  
19 /s/ Yanxiong Li, Esq.

20 Dana Jonathon Nitz, Esq.

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22 Yanxiong Li, Esq.

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27 Attorneys for Plaintiffs,

28 *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*

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#4	Lis Pendens in Case No. 05A511131
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