

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
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
2011 FEB 28 PM 4:45
ALAN GLOVER
BY M. KALP CLERK
DEPUTY

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**APPLICATION FOR DEFAULT
JUDGMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

Plaintiff Jed Margolin hereby applies for a default judgment pursuant to NRCPC
55(b)(2) against Defendants Reza Zandian ("Zandian"), Optima Technology Corporation, a
Nevada corporation, and Optima Technology Corporation, a California corporation. This
Application is based on the following Memorandum of Points and Authorities and all
pleadings, motions, and papers on file herein.

///

///

1 Zandian on December 2, 2010, and Plaintiff filed and served a Notice of Entry of Default on
2 Defendant Zandian on December 7, 2010 and on his last known attorney on December 16,
3 2010. *Id.*, ¶ 4, Exhibit B.

4 The answers of Defendants Optima Technology Corporation, a Nevada corporation,
5 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,
6 but Defendants have not answered the Complaint or responded in any way. Joseph Decl., ¶¶
7 2-3, Exhibit A. Default was entered against Defendants Optima Technology Corporation, a
8 Nevada corporation, and Optima Technology Corporation, a California corporation on
9 December 2, 2010, and Plaintiff filed and served a Notice of Entry of Default on the corporate
10 entities on December 7, 2010 and on their last known attorney on December 16, 2010. *Id.*, ¶ 4,
11 Exhibit B.

12 III. ARGUMENT

13 NRCP 55(b)(2) allows a party to apply to the Court for a default judgment. As set
14 forth above, Defendants were properly served with Plaintiff's Complaint, but have failed to
15 answer or otherwise respond. *See supra*. As a result, all of the averments in Plaintiff's
16 Complaint, other than those as to the amount of damage, are admitted. NRCP 8(d). As set
17 forth herein, Plaintiff has stated claims for relief for each of his alternative causes of action,
18 and has presented admissible evidence on the amount of damages he has incurred as a result of
19 Defendants' various tortious actions. *See supra*.; *see* Complaint, ¶¶ 9-43; Margolin Decl., ¶ 4,
20 Exhibit C. As such, Plaintiff respectfully requests that judgment be entered in the manner set
21 forth in the proposed Default Judgment filed and served herewith.

22 Defendants' tortious actions discussed in detail below support Plaintiff's claims for
23 relief and provide the basis for Plaintiff's damages.

24 **A. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO** 25 **SUPPORT HIS CLAIM FOR CONVERSION**

26 Conversion is "a distinct act of dominion wrongfully exerted over another's personal
27 property in denial of, or inconsistent with his title or rights therein or in derogation, exclusion,
28 or defiance of such title or rights." *Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606

1 (2002), quoting *Wantz v. Redfield*, 74 Nev. 196, 198 (1958)). Further, conversion is an act of
2 general intent, which does not require wrongful intent and is not excused by care, good faith,
3 or lack of knowledge. *Id.*, citing *Bader v. Cerri*, 96 Nev. 352, 357 n. 1 (1980). Conversion
4 applies to intangible property to the same extent it applies to tangible property. *See M.C.*
5 *Multi-Family Development, L.L.C. v. Crestdale Associates, Ltd.*, 193 P.3d 536 (Nev. 2008),
6 citing *Kremen v. Cohen*, 337 F.3d 1024, 1030 (9th Cir.2003)(expressly rejecting the rigid
7 limitation that personal property must be tangible in order to be the subject of a conversion
8 claim).

9 When a conversion causes “a serious interference to a party's rights in his property ...
10 the injured party should receive full compensation for his actual losses.” *Winchell v. Schiff*,
11 193 P.3d 946, 950-951 (2008), quoting *Bader*, 96 Nev. at 356, overruled on other grounds by
12 *Evans*, 116 Nev. at 608, 611. The return of the property converted does not nullify the
13 conversion. *Bader*, 96 Nev. at 356.

14 As set forth in the Complaint, Mr. Margolin owned the ‘488 and ‘436 Patents, and had
15 a royalty interest in the ‘073 and ‘724 Patents. Complaint, ¶¶ 9-13. Defendants filed false
16 assignment documents with the USPTO in order to gain dominion over the Patents. *Id.*, ¶15;
17 Margolin Decl., Exhibit B. Defendants failed to pay Mr. Margolin for interfering with his
18 property rights in the Patents. *Id.* Defendants’ retention of Mr. Margolin’s Patents is
19 inconsistent with his ownership interest therein and defied his legal rights thereto. *Id.* As a
20 direct and proximate result of Defendants’ conversion of Mr. Margolin’s Patents, Mr.
21 Margolin has suffered damages in the amount of \$90,000, which is the amount Mr. Margolin
22 paid in attorneys’ fees in the Arizona Action where the Court ordered that the USPTO correct
23 record title to the Patents (plus pre-judgment interest and costs – discussed below). Margolin
24 Decl., ¶ 4, Exhibit C.

25 Mr. Margolin has stated a claim for conversion and presented evidence to support that
26 claim and resulting damages. As a result, default judgment is warranted on at least this claim.

27 ///

28 ///

1 **B. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
2 **SUPPORT HIS CLAIMS FOR TORTIOUS INTERFERENCE**

3 "In Nevada, an action for intentional interference with contract requires: (1) a valid and
4 existing contract; (2) the defendant's knowledge of the contract; (3) intentional acts intended or
5 designed to disrupt the contractual relationship; (4) actual disruption of the contract; and (5)
6 resulting damage." *J.J. Indus., L.L.C. v. Bennett*, 119 Nev. 269, 274 (2003), citing *Sutherland*
7 *v. Gross*, 105 Nev. 192, 772 P.2d 1287, 1290 (1989)). "At the heart of [an intentional
8 interference] action is whether Plaintiff has proved intentional acts by Defendant intended or
9 designed to disrupt Plaintiff's contractual relations...." *Nat. Right to Life P.A. Com. v. Friends*
10 *of Bryan*, 741 F.Supp. 807, 814 (D.Nev. 1990).

11 Here, the facts alleged in the Complaint and admitted by Defendants prove that
12 Defendants intentionally interfered with Mr. Margolin's contract with OTG for the payment of
13 royalties by filing false assignment documents with the USPTO. Complaint, ¶¶ 26-30.
14 Because the loss of title to the Patents prevented Mr. Margolin and OTG from licensing the
15 Patents, no royalties were paid. The illegal act of filing "forged, invalid [and] void"
16 documents with the USPTO support that Defendants had the requisite intent to interfere with
17 Mr. Margolin's contract to collect royalties. *See* Margolin Decl., Exhibit B. As a direct and
18 proximate result of Defendants' interference of Mr. Margolin's contract with OTG, Mr.
19 Margolin has suffered damages in the amount of at least \$90,000, which is the amount Mr.
20 Margolin paid in attorneys' fees in the Arizona Action where the Court ordered that the
21 USPTO correct record title to the Patents (plus pre-judgment interest and costs – discussed
22 below). Margolin Decl., ¶ 4, Exhibit C.

23 Interference with prospective economic advantage requires a showing of the following
24 elements: 1) a prospective contractual relationship between the plaintiff and a third party; 2)
25 the defendant's knowledge of this prospective relationship; 3) the intent to harm the plaintiff
26 by preventing the relationship; 4) the absence of privilege or justification by the defendant;
27 and, 5) actual harm to the plaintiff as a result of the defendant's conduct. *Leavitt v. Leisure*
28 *Sports Incorporation*, 103 Nev. 81, 88 (Nev. 1987).

1 As alleged in the Complaint, Mr. Margolin and OTG had already licensed the '073 and
2 '724 Patents and were engaging in negotiations with other prospective licensees of the Patents
3 when Defendants filed the fraudulent assignment documents with the USPTO with the intent
4 to disrupt the prospective business. Complaint, ¶¶ 32-35. As a result of Defendants' acts, Mr.
5 Margolin's prospective business relationships were disrupted and Mr. Margolin has suffered
6 damages in the amount of \$90,000, which was the amount Mr. Margolin paid in attorneys'
7 fees in the Arizona Action where the Court ordered that the USPTO correct record title to the
8 Patents (plus pre-judgment interest and costs – discussed below). Margolin Decl., ¶ 4, Exhibit
9 C.

10 Mr. Margolin has stated claims for tortious interference and presented evidence to
11 support the claims and resulting damages. As a result, default judgment is appropriate on at
12 least these claims.

13 **C. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
14 **SUPPORT HIS CLAIM FOR UNJUST ENRICHMENT**

15 Unjust enrichment is the unjust retention of a benefit to the loss of another, or the
16 retention of money or property of another against the fundamental principles of justice or
17 equity and good conscience. *Mainor v. Nault*, 120 Nev. 750, 763 (Nev. 2004);
18 *Nevada Industrial Dev. V. Benedetti*, 103 Nev. 360, 363 n. 2 (1987). The essential elements of
19 a claim for unjust enrichment are a benefit conferred on the defendant by the plaintiff,
20 appreciation of the defendant of such benefit, and acceptance and retention by the defendant of
21 such benefit. *Topaz Mutual Co., Inc. v. Marsh*, 108 Nev. 845, 856 (1992), quoting
22 *Unionamerica Mtg. v. McDonald*, 97 Nev. 210, 212 (1981).

23 As set forth above and in the Complaint, Mr. Margolin conferred a benefit on
24 Defendants when Defendants took record title of the Patents. *See* Complaint, ¶ 15.
25 Defendants retained this benefit for approximately eight months and failed to provide any
26 payment for title to the Patents *Id.* As a direct result of Defendants' unjust retention of the
27 benefit conferred on them by Mr. Margolin, Mr. Margolin has suffered damages in the amount
28 of \$90,000, which is the amount Mr. Margolin spent on attorneys' fees in the Arizona Action

1 where the Court ordered that the USPTO correct record title to the Patents (plus pre-judgment
2 interest and costs – discussed below). Margolin Decl., ¶ 4, Exhibit C.

3 Mr. Margolin has stated a claim for unjust enrichment and presented evidence to
4 support that claim and the resulting damages. As a result, default judgment is warranted on at
5 least this claim.

6
7 **D. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO
SUPPORT HIS CLAIM FOR UNFAIR TRADE PRACTICES**

8 Under N.R.S. § 598.0915, knowingly making a false representation as to affiliation,
9 connection, association with another person, or knowingly making a false representation in the
10 course of business constitutes unfair trade practices. *Id.* By filing a fraudulent assignment
11 document with the USPTO, Defendants knowingly made a false representation to the USPTO
12 that Mr. Margolin and OTG had assigned the Patents to Defendants. *See Complaint*, ¶¶ 15,
13 42-43. As a result of Defendants false representation, Mr. Margolin was deprived of his
14 ownership interests in the Patents for a period of approximately eight months.

15 The United States District Court for the District of Arizona ruled that OTC had no
16 interest in the '073 or '724 Patents, and that the assignment documents Defendants filed with
17 the USPTO were “forged, invalid, void, of no force and effect.” Margolin Decl., Exhibit B.
18 Accordingly, Mr. Margolin has stated a claim for deceptive trade practices and has presented
19 evidence to support that claim and the resulting damages in the amount of \$90,000, which was
20 the amount Mr. Margolin paid in attorneys’ fees in the Arizona Action where the Court
21 ordered that the USPTO correct record title to the Patents (plus pre-judgment interest and costs
22 – discussed below). Margolin Decl., ¶ 4, Exhibit C. As such, default judgment is warranted
23 on at least this claim.

24 **E. MR. MARGOLIN IS ENTITLED TO PREJUDGMENT INTEREST**

25 NRS 99.040(1) provides, in pertinent part:

26
27 When there is no express contract in writing fixing a different rate of interest,
28 interest must be allowed at a rate equal to the prime rate at the largest bank in
Nevada, as ascertained by the Commissioner of Financial Institutions, on

1 January 1, or July 1, as the case may be, immediately preceding the date of the
transaction, plus 2 percent, upon all money from the time it becomes due....

2 *Id.*

3 In Nevada, the prejudgment interest rate on an award is the rate in effect at the time the
4 contract between the parties was signed. *Kerala Properties, Inc. v. Familian*, 122 Nev. 601,
5 604 (2006). As set forth above, Defendants committed the tortious acts on December 12,
6 2007. *See supra*. The controlling interest rate as of July 1, 2007 was 8.25%. Joseph Decl., ¶
7 6, Exhibit D. As a result, the proper interest rate for calculating prejudgment interest is
8 10.25%. *Id.*; NRS 99.040.

9 As of December 12, 2007, the amount of at least \$90,000 was due and owing to Mr.
10 Margolin. Margolin Decl., ¶ 4, Exhibit C. As a result, that amount has been due and owing
11 for at least 1,158 days (December 12, 2007 to February 25, 2011). The prejudgment interest
12 amount is therefore \$29,267 ($.1025 \times 1,158 \text{ days} \times \$90,000$ divided by 365). Joseph Decl., ¶
13 6, Exhibit D.

14 **F. MR. MARGOLIN IS ENTITLED TO COSTS**

15 NRS §§18.020 provides, in pertinent part:

16
17 Costs must be allowed of course to the prevailing party against any adverse party
18 against whom judgment is rendered, in the following cases: 1) in an action for the
19 recovery of real property or a possessory right thereto; 2) in an action to recover the
20 possession of personal property, where the value of the property amounts to more
than \$2,500. The value must be determined by the jury, court or master by whom
the action is tried; 3) in an action for the recovery of money or damages, where the
plaintiff seeks to recover more than \$2,500.

21 *Id.*

22 If the Court grants this Application, Mr. Margolin will be the prevailing party under
23 NRS §§18.020 and will therefore be entitled to costs thereunder. As discussed herein and in
24 the Complaint, Mr. Margolin is seeking to recover the value of property valued in excess of
25 \$2,500 as well as money and damages in the amount of \$90,000.

26 To date, Mr. Margolin has incurred costs in the amount of \$2,327.46. Joseph Decl., ¶
27 5, Exhibit C. When the amount of compensatory damages is combined with prejudgment
28 interest and costs, the total requested judgment figure is \$121,594.46. *See supra*. Mr.

1 Margolin requests that judgment be entered in his favor, and against Defendants, in this
2 amount.

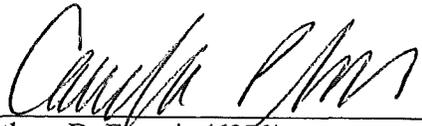
3 **IV. CONCLUSION**

4 In light of the foregoing, Plaintiff's Application for Default Judgment should be
5 granted, and the attached Default Judgment should be entered.

6
7 **AFFIRMATION PURSUANT TO NRS 239B.030**

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

10
11 Dated this 28th day of February, 2011.

12
13 BY: 

14 Matthew D. Francis (6978)
15 Cassandra P. Joseph (9845)
16 WATSON ROUNDS
17 5371 Kietzke Lane
18 Reno, NV 89511
19 Telephone: 775-324-4100
20 Facsimile: 775-333-8171
21 *Attorneys for Plaintiff Jed Margolin*

CERTIFICATE OF SERVICE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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, **Application for Default Judgment** and the **(Proposed) Default Judgment**, addressed as follows:

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

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

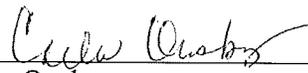
Optima Technology Corp.
A Nevada corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

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

Dated: February 28, 2011



Carla Ousby

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
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
2011 FEB 28 PM 4:45
M. KALE
BY _____ CLERK
DEPUTY

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**DECLARATION OF CASSANDRA P.
JOSEPH IN SUPPORT OF
APPLICATION FOR DEFAULT
JUDGMENT**

I, Cassandra P. Joseph do hereby declare and state as follows:

1. I am a partner at the law firm of Watson Rounds located at 5371 Kietzke Lane, Reno, Nevada 89511. This declaration is based upon my personal knowledge, and is made in support of Plaintiff's Application for Default Judgment.

2. The Complaint in this action was filed on December 11, 2009, and was personally served upon Defendant Reza Zandian ("Zandian") on February 2, 2010 and on Defendants Optima Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a California corporation on March 21, 2010. True and correct copies of the

1 Affidavits of Service are attached hereto as Exhibit A.

2 3. Answers to the Complaint were due on February 22, 2010 and March 8, 2010,
3 but Defendants have not answered the Complaint or responded in any way.

4 4. Default was entered against Defendants on December 2, 2010. Plaintiff filed
5 and served a Notice of Entry of Default for each defendant on December 7, 2010. Plaintiff
6 served the Application for Default and the Notice of Entry of Default for each defendant on
7 Defendants' last known attorney on December 16, 2010. A true and correct copy of each
8 Notice of Entry of Default is attached hereto as Exhibit B.

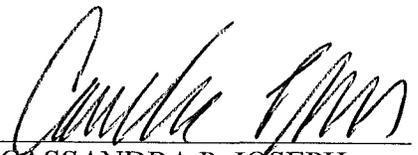
9 5. To date, Plaintiff has incurred billed and unbilled costs in the amount of
10 \$2,327.46. A true and correct copy of a printout from the Watson Rounds AlSCO client ledger
11 is attached hereto as Exhibit C. As a result, the total amount of costs incurred in this action to
12 date total \$2,327.46.

13 6. Attached hereto as Exhibit D is a true and correct printout from
14 <http://www.moneycafe.com/library/primerate.htm> showing the prime interest rates from 2001-
15 2011. The prime interest rate as of June 1, 2007 was 8.25%.

16 7. I declare under penalty of perjury that the foregoing is true and correct to the
17 best of my knowledge.

18
19 Dated this 28th day of February, 2011.

20 By:


CASSANDRA P. JOSEPH

21
22
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCPC 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, **DECLARATION OF CASSANDRA P.**
5 **JOSEPH IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT**, addressed as
6 follows:

7
8 John Peter Lee
9 John Peter Lee, Ltd.
10 830 Las Vegas Blvd. South
11 Las Vegas, NV 89101

12
13 Reza Zandian
14 8401 Bonita Downs Road
15 Fair Oaks, CA 95628

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

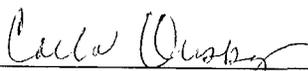
21
22 Optima Technology Corp.
23 A Nevada corporation
24 8401 Bonita Downs Road
25 Fair Oaks, CA 95628

26
27 Reza Zandian
28 8775 Costa Verde Blvd. #501
San Diego, CA 92122

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

29 Dated: February 28, 2011



Carla Ousby

Exhibit A

Exhibit A

COPY

No. 090C00579 1B

Dept. I

REC'D & FILED
2010 MAR -9 PM 2:15
ALAN GLOVER
BY J. HARKLEROAD
DEPUTY

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

SUMMONS

JED MARGOLIN, an individual
Plaintiff,

Optima Technology ^{VS.} Corporation, a California corporation,
Optima Technology Corporation, a Nevada corporation, Reza
Zandian aka Golanreza Zandianjazi aka Gholam Reza Zandian
aka Reza Jazi aka J. Reza Defendant, 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 THE ABOVE-NAMED DEFENDANT:

NOTICE! YOU HAVE BEEN SUED. 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 has been filed by the plaintiff 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 this Court a written pleading in response to this Complaint.
2. Unless you respond, your default will be entered upon application of the plaintiff, 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

ALAN GLOVER

Clerk of Court

By 

Deputy Clerk

Date December 15, 2009, 20

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

RETURN OF SERVICE ON REVERSE SIDE

AFFIDAVIT OF SERVICE
(For General Use)

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } SS.

ROBERT TOTH, declares under penalty of perjury:
That affiant is, and was on the day when he served the within Summons, over 18 years of age, and not a party to, nor interested in, the within action; that the affiant received the Summons on the 22ND day of JANUARY, 20 10, and personally served the same upon REZA ZANDIAN the within named defendant, on the 2ND day of FEBRUARY, 20 10, by delivering to the said defendant, personally, in FAIR OAKS, County of SACRAMENTO, State of CALIFORNIA, a copy of the Summons attached to a copy of the Complaint.

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

Executed this 12TH day of FEBRUARY, 20 10. Robert Toth
Signature of person making service

STATE OF NEVADA }
CARSON CITY } SS.

NEVADA SHERIFF'S RETURN
(For Use of Sheriff of Carson City)

I hereby certify and return that I received the within Summons on the _____ day of _____, 20 ____; and personally served the same upon _____, the within named defendant, on the _____ day of _____, 20 ____, by delivering to the said defendant, personally, in Carson City, State of Nevada, a copy of the Summons attached to a copy of the Complaint.

Sheriff of Carson City, Nevada

Date: _____, 20 ____ By _____ Deputy

STATE OF NEVADA }
COUNTY OF } SS.

AFFIDAVIT OF MAILING
(For Use When Service is by Publication and Mailing)

_____, declares under penalty of perjury:
That affiant is, and was when the herein described mailing took place, over 18 years of age, and not a party to, nor interested in, the within action; that on the _____ day of _____, 20 ____, affiant deposited in the Post Office at _____, Nevada, a copy of the within Summons attached to a copy of the Complaint, enclosed in a sealed envelope upon which first class postage was fully prepaid, addressed to _____, the within named defendant, at _____; that there is a regular communication by mail between the place of mailing and the place so addressed.

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

Executed this _____ day of _____, 20 ____.

NOTE - If service is made in any manner permitted by Rule 4 other than personally upon the defendant, or is made outside the United States, a special affidavit or return must be made

1 Jed Margolin v. Optima Technology Corp., et al.
2 Case No. 090C00579 1B
3 Declaration of Robert Toth

4 I, ROBERT TOTH, hereby declare:

5 I am a registered process server for the State of California. I have personal knowledge of
6 the facts contained in this Declaration, and if called as a witness, I could and would competently
7 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

8 I served copies of the Summons and Complaint, on Reza Zandian aka Golamreza
9 Zandianjaza, aka Gholam Reza Zandian, aka Reza Jazi, aka J. Reza Jazi, aka G. Reza Jazi, aka
10 Ghononreza Zanian Jazi:

11 On January 26, 2010 at 8:43 a.m., I wen to the residence address at 8401 Bonita Downs
12 Road, Fair Oaks, California 95628. There was no answer at the door.

13 On January 28, 2010 at 3:47 p.m., I returned to the residence again, and there was no
14 answer at the door.

15 On January 31, 2010 at 4:13 p.m., I went the residence address, and again there was no
16 answer at the door.

17 On February 2, 2010 at 5:37 p.m., when I returned to the residence address, I observed no
18 lights on, no cars parked, but that the trash was set out.

19 On February 2, 2010 at 7:21 p.m., I returned to the residence address. The door was
20 answered by an elderly man, described as mid to late-60's, middle eastern accent, 5'4" tall, grey
21 hair, long beard, thin, and wearing glasses. I told him I was looking for Reza. I showed him the
22 name on the documents with the various names, and made a motion that he knew one or more of
23 the names. I showed him the photograph that I had. I told him I had legal documents for Reza,
24 and that I would leave it with him. He took the envelope, opened it and saw the documents. He
25 told me that he did not want the papers and that he did not live there. I told him that we had
26 confirmed that was his address. He returned the envelope back. I told him that he needed to
27 make sure that Reza got the paperwork. I put the envelope by the doorway. He picked up the
28 envelope and threw it at me as I was leaving. I left the documents there and again told him that
he had been served for Reza.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed this 18th day of February, at Citrus Heights, California.



ROBERT M. TOTH
Registered Process Server

ORIGINAL
COPY

No. 090C00579 1B

Dept. 1

REC'D & FILED
2010 MAR 26 PM 1:40
ALAN GLOVER
RY. C. CLERK
DEPUTY

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

add'l
SUMMONS

JED MARGOLIN, an individual

Plaintiff,

vs.

Optima Technology Corporation, a California corporation,
OPTima Technology Corporation, a Nevada corporation, Reza
Zandian aka Golanreza Zandianjazi aka Gholam Reza Zandian
aka Reza Jazi aka J. Reza Defendant, Jazi aka G. Reza Jazi
aka Chononreza Zandian Jazi, an individual, DOE Companies
1-10, DOE Corporations 11-20, and DOE Individuals 21-30.

THE STATE OF NEVADA SENDS GREETINGS TO THE ABOVE-NAMED DEFENDANT: Optima
TEchnology Corporation, a California Corporation

**NOTICE! YOU HAVE BEEN SUED. 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 has been filed by the plaintiff 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 this Court a written pleading in response to this Complaint.
2. Unless you respond, your default will be entered upon application of the plaintiff, 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

ALAN GLOVER

Clerk of Court

By

M. Margolin

Deputy Clerk

Date March 9, 2010

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

RETURN OF SERVICE ON REVERSE SIDE

AFFIDAVIT OF SERVICE
(For General Use)

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } SS.

I SHAWN SARDIA, declares under penalty of perjury:
That affiant is, and was on the day when he served the within Summons, over 18 years of age, and not a party to, nor interested in, the within action; that the affiant received the Summons on the 19th 20th 21st day of MARCH, 20 10, and personally served the same upon REZA ZANDIAN, AGENT FOR SERVICE OF PROCESS the within named defendant, on the 21st day of MARCH, 20 10, by delivering to the said defendant, personally, in FAIR OAKS, County of SACRAMENTO, State of CALIFORNIA, a copy of the Summons attached to a copy of the Complaint.

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

Executed this 23rd day of MARCH, 20 10. Shawn I Sardia #SAC.2008-5
Signature of person making service

STATE OF NEVADA }
CARSON CITY } SS.

NEVADA SHERIFF'S RETURN
(For Use of Sheriff of Carson City)

I hereby certify and return that I received the within Summons on the _____ day of _____, 20 ____; and personally served the same upon _____, the within named defendant, on the _____ day of _____, 20 ____, by delivering to the said defendant, personally, in Carson City, State of Nevada, a copy of the Summons attached to a copy of the Complaint.

Sheriff of Carson City, Nevada

Date: _____, 20 ____ By _____ Deputy

STATE OF NEVADA }
COUNTY OF _____ } SS.

AFFIDAVIT OF MAILING
(For Use When Service is by Publication and Mailing)

_____, declares under penalty of perjury:
That affiant is, and was when the herein described mailing took place, over 18 years of age, and not a party to, nor interested in, the within action; that on the _____ day of _____, 20 ____, affiant deposited in the Post Office at _____, Nevada, a copy of the within Summons attached to a copy of the Complaint, enclosed in a sealed envelope upon which first class postage was fully prepaid, addressed to _____, the within named defendant, at _____; that there is a regular communication by mail between the place of mailing and the place so addressed.
I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed this _____ day of _____, 20 ____.

NOTE - If service is made in any manner permitted by Rule 4 other than personally upon the defendant, or is made outside the United States, a special affidavit or return must be made

1 Jed Margolin v. Optima Technology Corporation, et al.
2 Case No. 090C0500679 1B
3 Declaration of Robert Toth

4 I, ROBERT TOTH, hereby declare:

5 I am a registered process server for the State of California. I have personal knowledge of
6 the facts contained in this Declaration, and if called as a witness, I could and would competently
7 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

8 I attempted service of copies of the Summons, Complaint and Order on Reza Zandian,
9 agent for process of service for Optima Technoloy Corp, a California Corp and Optima
10 Technology Corp, A Nevada Corp., as follows:

11 On March 19, 2010 at 4:12 p.m., I went to the residence address at 8401 Bonita Downs
12 Road Fair Oaks, 95628. There was no answer at the door.

13 On March 20, 2010 at 12:07 p.m. There was no answer at the door.

14 At that time, I turned over the documents to an associated, Shawn Sardia.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct, and that this declaration is executed this 23rd day of March, at
17 Citrus Heights, California.



18 ROBERT M. TOTH
19 Registered Process Server
20 Sacramento #2000-28
21
22
23
24
25
26
27
28

1 Jed Margolin v. Optima Technology Corporation, et al.
2 Case No. 090C0500679 1B
3 Declaration of Shawn Sardia

4 I, SHAWN SARDIA, hereby declare:

5 I am a registered process server for the State of California. I have personal knowledge of
6 the facts contained in this Declaration, and if called as a witness, I could and would competently
7 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

8 I served copies of the Summons, Complaint and Order on Reza Zandian, agent for
9 process of service for Optima Technoloy Corp, a California Corp and Optima Technology Corp,
10 A Nevada Corp., as follows:

11 On March 20, 2010 at 10:14 a.m., I went to the residence located at 8401 Bonita Downs
12 Road, Fair Oaks, CA 95628. There was no answer at the door.

13 On March 21, 2010 at 9:45 a.m. I returned to the residence. There was no answer at the
14 door.

15 On March 21, 2010 at 6:45 p.m. I returned to the resident's address. The door was
16 answered by an elderly man, described as mid to late-60's, middle eastern accent, 5'4" tall, grey
17 hair, long beard, thin, wearing glasses and is the subject's father. I told him I had legal documents
18 for Reza Zandian, and that I would leave it with him. He told me he did not want the papers. I put
19 the envelope by the doorway and told him he had been served for Reza. He closed the door.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct, and that this declaration is executed this 23rd day of March, at
22 Citrus Heights, California.

23 
24 SHAWN SARDIA
25 Registered Process Server
26 Sacramento #2008-5
27
28

No. 090C00579 1B

Dept. 1

COPY

REC'D & FILED
2010 MAR 26 PM 1:40
ALAN GLOVER
BY C. COOPER CLERK

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

JED MARGOLIN, an individual

SUMMONS

Plaintiff,

vs.

Optima Technology Corporation, a California corporation,
OPTima Technology Corporation, a Nevada corporation, Reza
Zandian aka Golanreza Zandianjazi aka Gholam Reza Zandian
aka Reza Jazi aka J. Rez Defendant. Jazi aka G. Reza Jazi
aka Chononreza Zandian Jazi, an individual, DOE Companies
1-10, DOE Corporations 11-20, and DOE Individuals 21-30.

THE STATE OF NEVADA SENDS GREETINGS TO THE ABOVE-NAMED DEFENDANT: Optima
Technology Corporation, a Nevada Corporation

**NOTICE! YOU HAVE BEEN SUED. 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 has been filed by the plaintiff 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 this Court a written pleading in response to this Complaint.
2. Unless you respond, your default will be entered upon application of the plaintiff, 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

ALAN GLOVER

Clerk of Court

By [Signature]
Deputy Clerk

Date March 9, 20 10

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

RETURN OF SERVICE ON REVERSE SIDE

AFFIDAVIT OF SERVICE
(For General Use)

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } SS.
I SHAWN SARDIA

, declares under penalty of perjury:
That affiant is, and was on the day when he served the within Summons, over 18 years of age, and not a party to, nor interested in, the within action; that the affiant received the Summons on the 19th 20th 5⁵ day of MARCH, 20 10, and personally served the same upon REZA ZANDIAN, AGENT FOR SERVICE OF PROCESS the within named defendant, on the 21st day of MARCH, 20 10, by delivering to the said defendant, personally, in EMERSONS, County of SACRAMENTO, State of CALIFORNIA, a copy of the Summons attached to a copy of the Complaint.

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

Executed this 23rd day of MARCH, 20 10. Shawn F SARDIA # SAC 2005-5
Signature of person making service

STATE OF NEVADA }
CARSON CITY } SS.

NEVADA SHERIFF'S RETURN
(For Use of Sheriff of Carson City)

I hereby certify and return that I received the within Summons on the _____ day of _____, 20 ____; and personally served the same upon _____, the within named defendant, on the _____ day of _____, 20 ____, by delivering to the said defendant, personally, in Carson City, State of Nevada, a copy of the Summons attached to a copy of the Complaint.

Sheriff of Carson City, Nevada

Date: _____, 20 ____

By _____
Deputy

STATE OF NEVADA }
COUNTY OF _____ } SS.

AFFIDAVIT OF MAILING
(For Use When Service is by Publication and Mailing)

, declares under penalty of perjury:
That affiant is, and was when the herein described mailing took place, over 18 years of age, and not a party to, nor interested in, the within action; that on the _____ day of _____, 20 ____, affiant deposited in the Post Office at _____, Nevada, a copy of the within Summons attached to a copy of the Complaint, enclosed in a sealed envelope upon which first class postage was fully prepaid, addressed to _____, the within named defendant, at _____; that there is a regular communication by mail between the place of mailing and the place so addressed.

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

Executed this _____ day of _____, 20 ____.

1 Jed Margolin v. Optima Technology Corporation, et al.
2 Case No. 090C0500679 1B
3 Declaration of Robert Toth

4 I, ROBERT TOTH, hereby declare:

5 I am a registered process server for the State of California. I have personal knowledge of
6 the facts contained in this Declaration, and if called as a witness, I could and would competently
7 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

8 I attempted service of copies of the Summons, Complaint and Order on Reza Zandian,
9 agent for process of service for Optima Technoloy Corp, a California Corp and Optima
10 Technology Corp, A Nevada Corp., as follows:

11 On March 19, 2010 at 4:12 p.m., I went to the residence address at 8401 Bonita Downs
12 Road Fair Oaks, 95628. There was no answer at the door.

13 On March 20, 2010 at 12:07 p.m. There was no answer at the door.

14 On March 19, 2010 I turned over a copy of the documents to an associate, Shawn Sardia.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct, and that this declaration is executed this 23rd day of March, at
17 Citrus Heights, California.



18 ROBERT M. TOTH
19 Registered Process Server
20 Sacramento #2000-28
21
22
23
24
25
26
27
28

1 Jed Margolin v. Optima Technology Corporation, et al.
2 Case No. 090C0500679 1B
3 Declaration of Shawn Sardia

4 I, SHAWN SARDIA, hereby declare:

5 I am a registered process server for the State of California. I have personal knowledge of
6 the facts contained in this Declaration, and if called as a witness, I could and would competently
7 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

8 I served copies of the Summons, Complaint and Order on Reza Zandian, agent for
9 process of service for Optima Technoloy Corp, a California Corp and Optima Technology Corp,
10 A Nevada Corp., as follows:

11 On March 20, 2010 at 10:14 a.m., I went to the residence located at 8401 Bonita Downs
12 Road, Fair Oaks, CA 95628. There was no answer at the door.

13 On March 21, 2010 at 9:45 a.m. I returned to the residence. There was no answer at the
14 door.

15 On March 21, 2010 at 6:45 p.m. I returned to the resident's address. The door was
16 answered by an elderly man, described as mid to late-60's, middle eastern accent, 5'4" tall, grey
17 hair, long beard, thin, wearing glasses and is the subject's father. I told him I had legal documents
18 for Reza Zandian, and that I would leave it with him. He told me he did not want the papers. I put
19 the envelope by the doorway and told him he had been served for Reza. He closed the door.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct, and that this declaration is executed this 23rd day of March, at
22 Citrus Heights, California.

23 
24 SHAWN SARDIA
25 Registered Process Server
26 Sacramento #2008-5
27
28

Exhibit B

Exhibit B

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
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
2010 DEC -7 PM 2:15
ACICCOOPER
CLERK

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

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

NOTICE OF ENTRY OF DEFAULT

To all parties and their counsel of record:

Please take notice that the Default as to Optima Technology Corporation, a Nevada
corporation, attached hereto as Exhibit 1 was filed in the above-titled Court on December 2,
2010.

///

///

1 Dated this 6th day of December, 2010.
2
3

BY: 

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

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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, **NOTICE OF ENTRY OF DEFAULT**, addressed as follows:

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

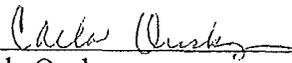
Optima Technology Corp.
A Nevada corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

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

Dated: December 6, 2010



Carla Ousby

Exhibit 1

Exhibit 1

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
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
2010 DEC -2 PM 1:17
ALAN GLOVER
BY: C. COOPER
DEPUTY CLERK

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

9 **JED MARGOLIN, an individual,**

10 **Plaintiff,**

11 **vs.**

12 **OPTIMA TECHNOLOGY CORPORATION,**
13 **a California corporation, et al.**

14 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

DEFAULT

16 It appearing that Optima Technology Corporation (a Nevada corporation),
17 the defendant herein is in default for failure to plead or otherwise defend as required by law.

18 DEFAULT is hereby entered against said defendant this 2 day of

19 December, 2010.

20 ALAN GLOVER, Clerk

21
22 By: C. COOPER, Deputy

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
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
2010 DEC -7 PM 2:15
ALAN G. JOVER
C. COOPER, JR. EDW

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 aka
19 GOLAMREZA
20 ZANDIANJAZI aka GHOLAM REZA
21 ZANDIAN
22 aka REZA JAZI aka J. REZA JAZI aka G. REZA
23 JAZI aka GHONONREZA ZANDIAN JAZI,
24 an individual, DOE Companies
25 1-10, DOE Corporations 11-20, and DOE
26 Individuals 21-30,

27 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

NOTICE OF ENTRY OF DEFAULT

28 To all parties and their counsel of record:

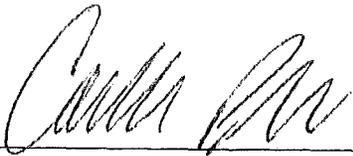
Please take notice that the Default as to Reza Zandian, attached hereto as Exhibit 1 was filed in the above-titled Court on December 2, 2010.

///

///

1 Dated this 6th day of December, 2010.

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BY: 

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to NRC 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, **NOTICE OF ENTRY OF DEFAULT**, addressed as follows:

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

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

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

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

Dated: December 6, 2010



Carla Ousby

Exhibit 1

Exhibit 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

REC'D & FILED
2010 DEC -2 PM 1:15
ALAN GLOVER
RY ... C. COOPER CLERK
DEPUTY

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

OPTIMA TECHNOLOGY CORPORATION,
a California corporation, et al.

Defendants.

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

DEFAULT

It appearing that Reza Zandian
the defendant herein is in default for failure to plead or otherwise defend as required by law.

DEFAULT is hereby entered against said defendant this 2 day of
November, 2010.

ALAN GLOVER, Clerk

By: C. COOPER, Deputy

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
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
2010 DEC -7 PM 2:15
BLA C. COOPER
CLERK

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

9 JED MARGOLIN, an individual,
10
11 Plaintiff,
12
13 vs.
14
15 OPTIMA TECHNOLOGY CORPORATION,
16 a California corporation, OPTIMA
17 TECHNOLOGY CORPORATION, a Nevada
18 corporation, REZA ZANDIAN aka
19 GOLAMREZA
20 ZANDIANJAZI aka GHOLAM REZA
21 ZANDIAN
22 aka REZA JAZI aka J. REZA JAZI aka G. REZA
23 JAZI aka GHONONREZA ZANDIAN JAZI,
24 an individual, DOE Companies
25 1-10, DOE Corporations 11-20, and DOE
26 Individuals 21-30,
27
28 Defendants.

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

NOTICE OF ENTRY OF DEFAULT

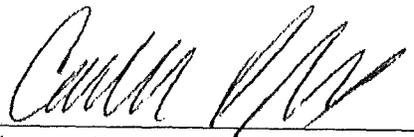
23 To all parties and their counsel of record:

24 Please take notice that the Default as to Optima Technology Corporation, a California
25 corporation, attached hereto as Exhibit 1 was filed in the above-titled Court on December 2,
26 2010.

27 ///
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated this 6th day of December, 2010.

BY: 

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to NRC 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, **NOTICE OF ENTRY OF DEFAULT**, addressed as follows:

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

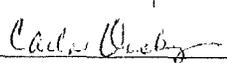
Optima Technology Corp.
A Nevada corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

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

Dated: December 6, 2010



Carla Ousby

Exhibit 1

Exhibit 1

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
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
2010 DEC -2 PM 1:18
ALAN GLOVER
C. COOPER
BY _____ CLERK
DEPUTY

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

9 **JED MARGOLIN, an individual,**
10 **Plaintiff,**
11 **vs.**
12 **OPTIMA TECHNOLOGY CORPORATION,**
13 **a California corporation, et al.**
14 **Defendants.**

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

16 It appearing that Optima Technology Corporation (a California corporation)
17 the defendant herein is in default for failure to plead or otherwise defend as required by law.

18 DEFAULT is hereby entered against said defendant this 2 day of
19 December, 20 10.

21 ALAN GLOVER, Clerk

22 By: C. COOPER, Deputy

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
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
2011 FEB 25 AM 11:46
M. KALE
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
11 Plaintiff,

12 vs.

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

23 Defendants.

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

CERTIFICATE OF SERVICE

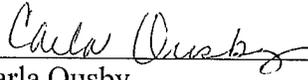
21 Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on
22 December 16, 2010, I deposited for mailing, in a sealed envelope, with first-class postage
23 prepaid, a true and correct copy of each of the following documents: 1) Application for Entry
24 of Default as to Optima Technology Corporation, a California corporation; 2) Application for
25 Entry of Default as to Optima Technology Corporation, a Nevada corporation; 3) Application
26 for Entry of Default as to Reza Zandian; 4) Notice of Entry of Default as to Optima
27 Technology Corporation, a California corporation; 5) Notice of Entry of Default as to Optima
28

1 Technology Corporation, a Nevada corporation, and 6) Notice of Entry of Default as to Reza
2 Zandian; addressed as follows:

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

Dated: February 25, 2011



Carla Ousby

CERTIFICATE OF SERVICE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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, **Certificate of Service**, addressed as follows:

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

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

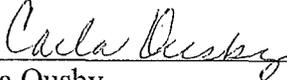
Optima Technology Corp.
A Nevada corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

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

Dated: February 25, 2011



Carla Ousby

Exhibit C

Exhibit C

Date	Received From/Paid To	Chq#	General		Bld	Trust Activity		Balance	
Entry #	Explanation	Rec#	Rcpts	Disbs	Inv#	Acc	Rcpts	Disbs	Balance
5457	Margolin, Jed								
5457.01	Patent theft analysis & litigation								Resp Lawyer: CPJ
Dec 1/2009	Expense Recovery								
869431	Documents downloaded from Westlaw	13610		9.38	103050				
Dec 4/2009	Billing on Invoice 102713								
868174	FEES 1592.50			0.00	102713				
Dec 10/2009	First District Court								
869673	Complaint filing fee	71165		265.00	103050				
Dec 18/2009	E.S.Q. Services, Inc.								
871259	Service fee	71200		120.00	103050				
Dec 18/2009	Expense Recovery								
872376	FEDEX expense	13654		22.44	103050				
Dec 23/2009	Legal Wings, Inc.								
873024	Process service expense			69.50	103050				
Jan 4/2010	Expense Recovery								
876511	Documents downloaded from Westlaw	13695		197.50	103314				
Jan 6/2010	Billing on Invoice 103050								
874834	FEES 6765.00 DISBS 486.32			0.00	103050				
Jan 31/2010	Expense Recovery								
882035	Litigation documents downloaded from Westlaw	13747		14.18	103314				
Feb 10/2010	Billing on Invoice 103314								
882591	FEES 2545.00 DISBS 211.68			0.00	103314				
Feb 22/2010	Legal Wings, Inc.								
887744	Process service expense			75.00	103889				
Feb 23/2010	Legal Wings, Inc.								
887750	Process service expense			110.00	103889				
Mar 11/2010	Billing on Invoice 103889								
888570	DISBS 185.00			0.00	103889				
Apr 1/2010	Expense Recovery								
895217	Litigation documents downloaded from Westlaw	13914		5.95	104529				
Apr 7/2010	Billing on Invoice 104198								
894487	FEES 1950.00			0.00	104198				
May 7/2010	Billing on Invoice 104529								
901087	FEES 1200.00 DISBS 5.95			0.00	104529				
Jun 10/2010	Billing on Invoice 105061								
907799				0.00	105061				
Jul 8/2010	Billing on Invoice 105335								
913421				0.00	105335				
Jul 30/2010	Expense Recovery								
918373	Litigation documents downloaded from Westlaw	14163		11.37	105883				
Aug 9/2010	Billing on Invoice 105883								
919703	FEES 1035.00 DISBS 11.37			0.00	105883				
Aug 24/2010	Watson Rounds								
922556	Retainer to trust	72542		1046.37	106101				
Aug 24/2010	Billing on Invoice 106101								
922560	DISBS 1046.37 RCPTS 1046.37			0.00	106101				
Aug 31/2010	Expense Recovery								
923779	Airfare expense for Cassandra Joseph	14195		323.40	107000				
Sep 1/2010	Expense Recovery								
924558	Rental car/parking expense for Cassandra Joseph	14231		43.05	107441				
Sep 1/2010	Expense Recovery								
924559	Meal expense for Cassandra Joseph	14231		7.00	107441				
Sep 3/2010	Billing on Invoice 107000								
924804	FEES 1380.00 DISBS 323.40			0.00	107000				
Oct 8/2010	Billing on Invoice 107441								
931678	FEES 1530.00 DISBS 50.05			0.00	107441				
Nov 5/2010	Billing on Invoice 107813								
936861	FEES 480.00			0.00	107813				
Dec 6/2010	Expense Recovery								
942182	Postage	14433		7.32	108855				
Dec 10/2010	Billing on Invoice 108188								
942258	FEES 1800.00			0.00	108188				
Jan 13/2011	Billing on Invoice 108855								
947389	FEES 1145.00 DISBS 7.32			0.00	108855				
Feb 4/2011	Billing on Invoice 109186								
951074				0.00	109186				

TOTALS	UNBILLED				BILLED				BALANCES	
	CHE	+ RECOV	+ FEES	= TOTAL	DISBS	+ FEES	+ TAX	- RECEIPTS	= A/R	TRUST
PERIOD	0.00	0.00	1560.00	1560.00	2327.46	21422.50	0.00	23749.96	0.00	5000.00
END DATE	0.00	0.00	1560.00	1560.00	2327.46	21422.50	0.00	23749.96	0.00	5000.00

FIRM TOTALS	UNBILLED				BILLED				BALANCES	
	CHE	+ RECOV	+ FEES	= TOTAL	DISBS	+ FEES	+ TAX	- RECEIPTS	= A/R	TRUST
PERIOD	0.00	0.00	1560.00	1560.00	2327.46	21422.50	0.00	23749.96	0.00	5000.00

Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	----- General -----		Fees	Bld ----- Trust Activity -----		Balance
				Rcpts	Disbs		Inv#	Acc	
END DATE		0.00 0.00 1560.00	1560.00	2327.46	21422.50	0.00	23749.96	0.00	5000.00

REPORT SELECTIONS - Client Ledger

Layout Template Default
 Advanced Search Filter None
 Requested by Kim
 Finished Wednesday, February 23, 2011 at 11:22:57 AM
 Ver 10.0 SP4 (10.0.20100617)
 Matters 5457.01
 Clients All
 Major Clients All
 Client Intro Lawyer All
 Matter Intro Lawyer All
 Responsible Lawyer All
 Assigned Lawyer All
 Type of Law All
 Select From Active, Inactive, Archived Matters
 Matters Sort by Default
 New Page for Each Lawyer No
 New Page for Each Matter No
 No Activity Date Dec 31/2199
 Firm Totals Only No
 Totals Only No
 Entries Shown - Billed Only No
 Entries Shown - Disbursements Yes
 Entries Shown - Receipts No
 Entries Shown - Time or Fees No
 Entries Shown - Trust No
 Incl. Matters with Retainer Bal No
 Incl. Matters with Neg Unbld Disb No
 Trust Account All
 Working Lawyer All
 Include Corrected Entries No
 Show Check # on Paid Payables No
 Show Client Address No
 Consolidate Payments No
 Show Trust Summary by Account No
 Show Interest No
 Interest Up To Feb 23/2011
 Show Invoices that Payments Were Applied to No
 Display Entries in Date Order

Exhibit D

Exhibit D

Allstate Car Insurance
Great Rates on Car Insurance. 24/7
Service, Easy Claim Handling & More
www.allstate.com

Historical Prime Rate
Find more sources/options for what
your looking for
www.webcrawler.com

Today's Prime Rate
Prime, Libor and More Avail Here. Plus
Rates, News, Advice and More.
Bankrate.com/Prime

Today's Average Rates Across the Country*			
Refinance	Savings / HHA	CDs	Auto Insurance
Product	Natl Avg	Featured	
30 Yr Fixed	5.17%	4.74%	
15 Yr Fixed	4.48%	4.22%	
6/1 ARM	3.83%	3.21%	

Reference Rates provided by **HSH**

Prime Rate
1 Year Treasury (CMT)
12 Month Treasury Avg (12MTA)

LIBOR Index
1 Month | 3 Month
6 Month | 1 Year

11th District Cost of Funds Index (COFI)
Certificates of Deposit Index (CODI)
Cost of Savings Index (COSI)

Fed Funds Target Rate
Fed Funds Historical Graph
Prime Rate Historical Graph

Mortgage Rates
Daily Updates of Dozens of Rates
Comparison Charts

Prime Rate

[Historical Graph](#) | [Historical Chart](#) | [Other Rates/Indexes](#) | [Add this Page to Your Favorites \(click here\)](#)

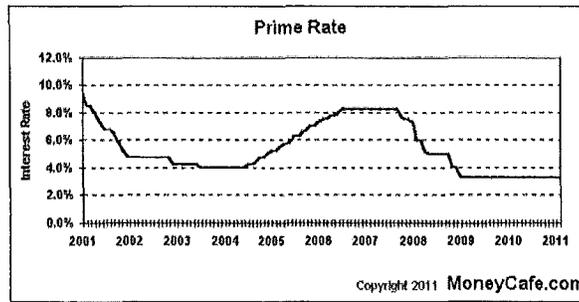
The last reported rate is: **3.25 %** (Effective since December 16, 2008)

[Update January 26, 2011 -- The FOMC kept rates the same at their meeting today. There is no change to the Prime Rate.]

What is the Prime Rate? The Prime Interest Rate is the interest rate charged by banks to their most creditworthy customers (usually the most prominent and stable business customers). The rate is almost always the same amongst major banks. Adjustments to the prime rate are made by banks at the same time; although, the prime rate does not adjust on any regular basis. The Prime Rate is usually adjusted at the same time and in correlation to the adjustments of the Fed Funds Rate. The Prime Rate graph and chart reported below are based upon the prime rates on the first day of each respective month over the past decade. Some banks use the name "Reference Rate" or "Base Lending Rate" to refer to their Prime Lending Rate. Publications may refer to the Wall Street Journal Prime Rate or the WSJ Prime Rate in addition to "Prime Rate".

Historical Graph

Click here for the complete historical graph of the Prime Rate from 1930 to 2011.



Historical Chart

Prime Rate											
Month/Day	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
Jan 1	9.50%	4.75%	4.25%	4.00%	5.25%	7.25%	8.25%	7.25%	3.25%	3.25%	3.25%
Feb 1	8.50%	4.75%	4.25%	4.00%	5.25%	7.50%	8.25%	6.00%	3.25%	3.25%	3.25%
Mar 1	8.50%	4.75%	4.25%	4.00%	5.50%	7.50%	8.25%	6.00%	3.25%	3.25%	
Apr 1	8.00%	4.75%	4.25%	4.00%	5.75%	7.75%	8.25%	5.25%	3.25%	3.25%	
May 1	7.50%	4.75%	4.25%	4.00%	5.75%	7.75%	8.25%	5.00%	3.25%	3.25%	
Jun 1	7.00%	4.75%	4.25%	4.00%	6.00%	8.00%	8.25%	5.00%	3.25%	3.25%	
Jul 1	6.75%	4.75%	4.00%	4.25%	6.25%	8.25%	8.25%	5.00%	3.25%	3.25%	
Aug 1	6.75%	4.75%	4.00%	4.25%	6.25%	8.25%	8.25%	5.00%	3.25%	3.25%	
Sep 1	6.50%	4.75%	4.00%	4.50%	6.50%	8.25%	8.25%	5.00%	3.25%	3.25%	
Oct 1	6.00%	4.75%	4.00%	4.75%	6.75%	8.25%	7.75%	5.00%	3.25%	3.25%	
Nov 1	5.50%	4.75%	4.00%	4.75%	7.00%	8.25%	7.50%	4.00%	3.25%	3.25%	
Dec 1	5.00%	4.25%	4.00%	5.00%	7.00%	8.25%	7.50%	4.00%	3.25%	3.25%	

Copyright 2011 MoneyCafe.com

Source: Federal Reserve Board

[Click here for complete historical graph of the Prime Rate.](#)

Reasonable efforts are made to maintain accurate information. However, information could contain errors or inaccuracies and is presented without warranty. No liability is assumed for errors or omissions.

© 1995-2011 MoneyCafe.com™
All Rights Reserved.

Money
Cafe

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
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
2011 FEB 28 PM 4:45
ALAN CLOVER
~~BY M. KATEY~~ CLERK

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

JED MARGOLIN, an individual,
Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**DECLARATION OF JED MARGOLIN
IN SUPPORT OF APPLICATION FOR
DEFAULT JUDGMENT**

I, Jed Margolin do hereby declare and state as follows:

1. I am the inventor on United States Patent No. 5,566,073 ("the '073 Patent"),
United States Patent No. 5,904,724 ("the '724 Patent"), United States Patent No. 5,978,488
("the '488 Patent") and United States Patent No. 6,377,436 ("the '436 Patent") (collectively
"the Patents").

2. Attached as Exhibit A is a true and correct copy of the Amended Answer,
Counterclaims, Cross-Claims and Third-Party Claims filed in the action captioned *Universal*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Avionics Systems Corporation v. Optima Technology Group, Inc., No. CV 07-588-TUC-RCC
(the "Arizona Action").

3. Attached as Exhibit B is a true and correct copy of the August 18, 2008 Order from the Arizona Action.

4. After Defendant Zandian filed the forged and invalid assignment document with the USPTO relating to the Patents, I was forced to spend \$90,000 in attorneys' fees in the Arizona Action where the Court ordered that the USPTO correct record title to the Patents. Attached as Exhibit C are records from my bank showing three transfers of \$30,000. Two transfers went to Optima Technology Group and one transfer went directly to the attorneys representing Optima Technology Group and myself. The three transfers were for the payment of attorneys' fees in the Arizona Action.

5. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: 2-24-2011

By: Jed Margolin
JED MARGOLIN

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, **DECLARATION OF JED MARGOLIN IN**
5 **SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT**, addressed as follows:

6
7 John Peter Lee
8 John Peter Lee, Ltd.
9 830 Las Vegas Blvd. South
10 Las Vegas, NV 89101

11
12 Reza Zandian
13 8401 Bonita Downs Road
14 Fair Oaks, CA 95628

15
16 Optima Technology Corp.
17 A California corporation
18 8401 Bonita Downs Road
19 Fair Oaks, CA 95628

20
21 Optima Technology Corp.
22 A Nevada corporation
23 8401 Bonita Downs Road
24 Fair Oaks, CA 95628

25
26 Reza Zandian
27 8775 Costa Verde Blvd. #501
28 San Diego, CA 92122

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

Dated: February 28, 2011



Carla Ousby

Exhibit A

Exhibit A

1 **CHANDLER & UDALL, LLP**

2 **ATTORNEYS AT LAW**

3 **4801 E. BROADWAY BLVD., SUITE 400**

4 **TUCSON, ARIZONA 85711-3638**

5 **Telephone: (520) 623-4353**

6 **Fax: (520)792-3426**

7 Edward Moomjian II, PCC # 65050, SBN 016667

8 Jeanna Chandler Nash, PCC # 65674, SBN 022384

9 Attorneys for Defendants Adams, Margolin and Optima Technology Inc. a/k/a Optima
10 Technology Group, Inc.

11 **UNITED STATES DISTRICT COURT**

12 **DISTRICT OF ARIZONA**

13 UNIVERSAL AVIONICS SYSTEMS
14 CORPORATION,

15 Plaintiff,

16 vs.

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

20 Defendants

21 OPTIMA TECHNOLOGY INC. a/k/a
22 OPTIMA TECHNOLOGY GROUP, INC., a
23 corporation,

24 Counterclaimant,

25 vs.

26 UNIVERSAL AVIONICS SYSTEMS
CORPORATION, an Arizona corporation,

Counterdefendant

Cross-Claimant,

Cross-Claimant,

vs.

Cross-Defendant

Cross-Defendant

NO. CV-00588-RC

**AMENDED ANSWER,
COUNTERCLAIMS, CROSS-
CLAIMS AND THIRD-PARTY
CLAIMS OF OPTIMA
TECHNOLOGY INC. A/K/A
OPTIMA TECHNOLOGY
GROUP, INC.**

JURY TRIAL DEMANDED

Assigned to: Hon. Raner C. Collins

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

OPTIMA TECHNOLOGY INC. a/k/a
OPTIMA TECHNOLOGY GROUP, INC., a
corporation,
Third-Party Plaintiff,
vs.
JOACHIM L. NAIMER and JANE DOE
NAIMER, husband and wife; and FRANK E.
HUMMEL and JANE DOE HUMMEL,
Third-Party Defendants.

Defendant/Counterclaimant/Cross-Claimant/Third-Party Plaintiff Optima Technology Inc. a/k/a Optima Technology Group Inc. (hereinafter "Optima"), by and through undersigned counsel, hereby submits its *Amended Answer* to the Plaintiff's *Complaint* herein, including its *Counterclaims*, *Cross-Claims* and *Third-Party Claims* herein.

As stated in Optima's original *Answer*, due to its contemporaneously-filed *Motion to Dismiss* asserting that Counts V, VI and VII fail to state a claim against Optima, Optima answers herein the general allegations of the *Complaint*, and those of Counts I-IV, and will amend this *Answer* to answer Counts V, VI and/or VII at such time, and to the extent that, the Court herein denies that *Motion* in whole or in part. See Rule 12(a)(4), Fed.R.Civ.P.¹

The following paragraphs are in response to the allegations of the correspondingly numbered paragraphs of the *Complaint*:

INTRODUCTORY PARAGRAPH

Deny the allegations of Plaintiff's Introductory Paragraph (page 1 line 19 through page

¹ The District of Arizona has adopted the majority view "that even though a pending motion to dismiss may only address some of the claims alleged, the motion to dismiss tolls the time to respond to all claims." *Pestube Systems, Inc. v. Hometeam Pest Defense, LLC.*, 2006 WL 1441014 *7 (D.Ariz. 2006). However, because this is an unpublished decision, and only to avoid any potential dispute with Plaintiff whether a failure to answer the allegations of Counts I-IV of the *Complaint* (i.e., those claims that are not the subject of the *Motion to Dismiss*) could be deemed a failure to defend those allegations for purposes of a default, Optima proceeds to answer those allegations and claims herein.

1 2 line 3 of the *Complaint*).

2 **NATURE OF THE ACTION**

3 1. Admit that the *Complaint* seeks declarations of invalidity and non-infringement
4 of U.S. Patent Nos. 5,566,073 (the “‘073 patent”) and 5,904,724 (the “‘724 patent”).² Admit
5 that the *Complaint* asserts claims for breach of contract, unfair competition and negligent
6 interference. Deny validity of all such assertions and claims. Deny all remaining allegations.

7 **THE PARTIES**

8 2. Deny for lack of knowledge.

9 3. Admit. Affirmatively allege that Optima Technology Group Inc. is also known
10 and has been and does business as Optima Technology Inc.

11 4. Denied. Affirmatively allege that Optima Technology Corporation (hereinafter
12 “OTC”) has no relationship whatsoever to Optima.

13 5. Denied. Affirmatively alleged that Defendant Robert Adams (“Adams”) is the
14 Chief Executive Officer of Optima.

15 6. Denied.

16 7. Denied.

17 **JURISDICTION AND VENUE**

18 8. Admit that the *Complaint* seeks declarations of invalidity and non-infringement
19 of the ‘073 patent and the ‘724 patent, and asserts claims for breach of contract, unfair
20 competition and negligent interference. Deny validity of all such assertions and claims. Deny
21 all remaining allegations.

22 9. Admit that the Court has original jurisdiction over Counts I-IV of the *Complaint*
23 asserting non-infringement and invalidity of the Patents (although Optima denies the assertions
24 and validity of those claims) as to Defendant Optima. Affirmatively allege that co-Defendant
25

26

² The ‘073 patent and the ‘724 patent are collectively referred to herein as the “Patents.”

1 OTC, to the extent that it purportedly exists, does not own or have any other interest in the
2 Patents. Deny that the Court has jurisdiction over Counts V, VI and VII of the *Complaint*, and
3 affirmatively allege that Plaintiff lacks Article III standing with respect thereto. Affirmatively
4 allege that Counts V, VI and VII fail to state a claim against Optima as asserted in Optima's
5 *Motion to Dismiss*. Deny that the Court has supplemental jurisdiction over Counts V, VI and
6 VII of the *Complaint*. Deny all remaining allegations.

7 10. Deny.

8 **THE PATENTS-IN-SUIT**

9 11. Admit that the '073 patent is duly and legally issued and is valid. Admit that a
10 copy of the '073 patent is attached as Exhibit 1 to the *Complaint*. Admit the '073 patent was
11 assigned to Optima which is the current owner of the '073 patent. Deny that OTC has any right
12 or interest in the '073 patent. Deny all remaining allegations.

13 12. Admit that the '724 patent is duly and legally issued and is valid. Admit that a
14 copy of the '724 patent is attached as Exhibit 2 to the *Complaint*. Admit the '724 patent was
15 assigned to Optima which is the current owner of the '724 patent. Deny that OTC has any right
16 or interest in the '724 patent. Deny all remaining allegations.

17 13. Admit that Defendant Jed Margolin at one time granted a Power of Attorney to
18 Optima. Admit that a copy of the Power of Attorney is attached as Exhibit 3 to the *Complaint*.
19 Admit that the Power of Attorney appointed "Optima Technology Inc. - Robert Adams, CEO"
20 as Margolin's agent with respect to the Patents. Affirmatively allege that OTC has and had no
21 right or interest under the Power of Attorney. Affirmatively allege that the Power of Attorney
22 was superseded by an assignment of the Patents to Optima prior to the filing of the *Complaint*
23 herein. Affirmatively allege that the Power of Attorney was subsequently revoked and is no
24 longer valid or in force. Deny all remaining allegations.

25 **FACTS**

26 14. Admit that Adams communicated (as CEO of Optima) with Plaintiff's counsel.

1 Affirmatively allege that the text of Exhibit 4 to the *Complaint* speaks for itself. Deny all
2 remaining allegations.

3 15. Admit that Jed Margolin communicated with Adams (as CEO of Optima), and
4 that Adams (as CEO of Optima) communicated with Plaintiff's counsel. Affirmatively allege
5 that the text of Exhibit 5 to the *Complaint* speaks for itself. Deny all remaining allegations.

6 16. Admit. Affirmatively allege that Adams' alleged actions as described in
7 Paragraph 16 of the *Complaint* were in his capacity as CEO of Optima.

8 17. Admit that Plaintiff is/was infringing on the Patents. Admit that Adams (as CEO
9 of Optima) communicated with Plaintiff's counsel. Affirmatively allege that the text of
10 Exhibit 5 to the *Complaint* speaks for itself. Deny all remaining allegations.

11 18. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
12 counsel. Admit that Plaintiff is/was infringing on the Patents. Affirmatively allege that the text
13 of Exhibit 5 to the *Complaint* speaks for itself. Deny all remaining allegations.

14 19. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
15 counsel. Admit that Plaintiff is/was infringing on the Patents. Deny all remaining allegations.

16 20. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
17 counsel. Affirmatively allege that the text of Exhibit 6 to the *Complaint* speaks for itself.
18 Deny all remaining allegations.

19 21. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
20 counsel. Affirmatively allege that the text of Exhibit 7 to the *Complaint* speaks for itself.
21 Deny all remaining allegations.

22 22. Admit. Affirmatively allege that Adams' alleged actions as described in
23 Paragraph 22 of the *Complaint* were in his capacity as CEO of Optima.

24 23. Admit. Affirmatively allege that the text of Exhibit 8 to the *Complaint* speaks
25 for itself. Affirmatively allege that Plaintiff, through its actions, has waived its rights under
26 Exhibit 8 to the *Complaint*.

1 24. Affirmatively allege that the text of Exhibit 9 to the *Complaint* speaks for itself.

2 Deny all remaining allegations.

3 25. Admit second sentence of Paragraph 25 of the *Complaint* to the extent it asserts
4 that the following persons attended the meeting on behalf of Plaintiff: Donald Berlin, Andria
5 Poe, Paul DeHerrera, Frank Hummel, Michael P. Delgado, and Scott Bornstein. Deny all
6 remaining allegations.

7 26. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
8 counsel. Deny all remaining allegations.

9 27. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
10 counsel. Deny all remaining allegations.

11 28. Deny.

12 29. Admit that Jed Margolin communicated with Plaintiff. Deny all remaining
13 allegations.

14 30. Admit that OTC, which is upon information and belief owned and controlled by
15 Reza Zandian a/k/a Gholamreza Zandianjazi, may have been involved in filing numerous
16 and/or frivolous state court lawsuits. Deny all remaining allegations. Affirmatively allege that
17 OTC, and any such lawsuits, are completely unrelated to Optima.

18 31. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
19 counsel. Affirmatively allege that the text of Exhibit 10 to the *Complaint* speaks for itself.
20 Deny all remaining allegations.

21 32. Deny for lack of knowledge.

22 33. Deny Plaintiff's "conclusion" for lack of knowledge. Deny all remaining
23 allegations.

24 34. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
25 counsel. Affirmatively allege that the text of Exhibits 11 and 12 to the *Complaint* speak for
26 themselves. Deny all remaining allegations.

1 45. Deny that Optima made an "unreasonable" licensing demand of Plaintiff.
2 Otherwise admit with respect to Optima. Deny that OTC has any right or interest in the
3 Patents. Deny all remaining allegations.

4 46. Deny.

5 47. Admit that Plaintiff seeks a declaration as described in Paragraph 47 of the
6 *Complaint*. Deny that Plaintiff is entitled to such a declaration. Deny all remaining allegations.

7 **COUNT TWO**

8 **Declaratory Judgment of Invalidity of the '073 Patent**

9 48. Optima repeats and restates the statements of paragraphs 1-47 above as if fully
10 set forth herein.

11 49. Deny that Optima made an "unreasonable" licensing demand of Plaintiff. Admit
12 with respect to Optima. Deny that OTC has any right or interest in the Patents. Deny all
13 remaining allegations.

14 50. Deny.

15 51. Admit that Plaintiff seeks a declaration as described in Paragraph 51 of the
16 *Complaint*. Deny that Plaintiff is entitled to such a declaration. Deny all remaining allegations.

17 **COUNT THREE**

18 **Declaratory Judgment of Non-Infringement of the '724 Patent**

19 52. Optima repeats and restates the statements of paragraphs 1-51 above as if fully
20 set forth herein.

21 53. Deny that Optima made an "unreasonable" licensing demand of Plaintiff.
22 Otherwise admit with respect to Optima. Deny that OTC has any right or interest in the
23 Patents. Deny all remaining allegations.

24 54. Deny.

25 55. Admit that Plaintiff seeks a declaration as described in Paragraph 55 of the
26 *Complaint*. Deny that Plaintiff is entitled to such a declaration. Deny all remaining allegations.

1 **COUNT FOUR**

2 **Declaratory Judgment of Invalidity of the '724 Patent**

3 56. Optima repeats and restates the statements of paragraphs 1-55 above as if fully
4 set forth herein.

5 57. Deny that Optima made an "unreasonable" licensing demand of Plaintiff. Admit
6 with respect to Optima. Deny that OTC has any right or interest in the Patents. Deny all
7 remaining allegations.

8 58. Deny.

9 59. Admit that Plaintiff seeks a declaration as described in Paragraph 59 of the
10 *Complaint*. Deny that Plaintiff is entitled to such a declaration. Deny all remaining allegations.

11 **COUNTS FIVE THROUGH SEVEN**

12 Defendant Optima has contemporaneously filed a *Motion to Dismiss* seeking to dismiss
13 Counts Five through Seven of the *Complaint* against it for failure to state a claim. As such,
14 Defendant Optima will amend this *Answer* and respond to Counts V, VI and/or VII of the
15 *Complaint* at such time, and to the extent that, the Court herein denies that *Motion* in whole or
16 in part. *See* Rule 12(a)(4), Fed.R.Civ.P.

17 **GENERAL DENIAL**

18 Defendant Optima denies each allegation of Plaintiff's *Complaint* not specifically
19 admitted herein.

20 **EXCEPTIONAL CASE**

21 This is an exceptional case under 35 U.S.C. § 285 in which Defendant Optima is entitled
22 to its attorneys' fees and costs incurred in connection Plaintiff's stated claims in bringing this
23 action.

24 **AFFIRMATIVE DEFENSES**

25 Defendant Optima asserts all available affirmative defenses under Rule 8(c),
26 Fed.R.Civ.P., including but not limited to those specifically designated as follows (Defendant

1 Optima hereby reserves the right to amend this *Answer* at any time that discovery, disclosure
2 or additional events reveal the existence of additional affirmative defenses):

3 1. With respect to Counts V, VI and VII of the *Complaint*, Defendant Optima
4 asserts those Rule 12(b)(6) defenses raised in its contemporaneously filed *Motion to Dismiss*
5 including but not limited to: waiver; failure to plead in accordance with the standards
6 expressed under *Bell Atlantic Corp. v. Twombly*, ___ U.S. ___, 127 S.Ct. 1955 (2007); failure
7 to establish Article III standing; lack of jurisdiction; inapplicability of California law to
8 Optima; and failure to establish "unlawful" or "fraudulent" conduct as a predicate act to a claim
9 of California statutory Unfair Competition (California Business and Professions code § 17200
10 *et seq*);

11 2. Laches;

12 3. Waiver; and,

13 4. Estoppel.

14 **JURY TRIAL DEMAND**

15 Defendant Optima demands a jury trial on all claims and issues to be litigated in this
16 matter.

17 **PRAYER FOR RELIEF**

18 WHEREFORE Defendant Optima requests that the Court enter judgment in its favor on
19 Plaintiff's claims, deny Plaintiff any relief herein, grant Optima its attorneys' fees and costs
20 pursuant to applicable law, including but not limited to 35 U.S.C. § 285, and grant Optima such
21 other and further relief as the Court deems reasonable and just.

22 **COUNTERCLAIMS, CROSS-CLAIMS & THIRD-PARTY CLAIMS³**

23 Counterclaimant/Cross-Claimant/Third-Party Plaintiff Optima brings this civil action
24 against Counterdefendant Universal Avionics Systems Corporation ("UAS"), against

25 _____

26 ³ Except where otherwise noted, all capitalized terms herein are as defined in the
foregoing *Amended Answer*.

1 Cross-Defendant Optima Technology Corporation, a corporation (“OTC”), and against
2 Third-Party Defendants Joachim L. Naimer and Jane Doe Naimer, husband and wife, and Frank
3 E. Hummel and Jane Doe Hummel.

4 **THE PARTIES**

- 5 1. Counterclaimant Optima is, and at all times relevant hereto has been, a Delaware
6 corporation engaged in the business of the design, conception and invention of synthetic
7 vision systems. Optima is the owner of the '073 patent and '724 patent.
- 8 2. Counterdefendant UAS is, upon information and belief, an Arizona corporation who is
9 headquartered and does business in Arizona.
- 10 3. Cross-Defendant Optima Technology Corporation (“OTC”) is, upon information and
11 belief, a California corporation.
- 12 4. Third-Party Defendants Joachim L. Naimer and Jane Doe Naimer (individually and
13 collectively "Naimer") are, upon information and belief, husband and wife who reside
14 in California. At all times relevant hereto, Naimer was acting for the benefit of his
15 marital community, and was acting as an agent, employee, servant and/or authorized
16 representative of UAS, and within the course and scope of such agency, employment,
17 service and/or representation. Upon information and belief Naimer is the President and
18 Chief Executive Officer of UAS.
- 19 5. Third-Party Defendants Frank E. Hummel and Jane Doe Hummel (individually and
20 collectively "Hummel") are, upon information and belief, husband and wife who reside
21 in Washington. At all times relevant hereto, Hummel was acting for the benefit of his
22 marital community, and was acting as an agent, employee, servant and/or authorized
23 representative of UAS, and within the course and scope of such agency, employment,
24 service and/or representation. Upon information and belief, Hummel is an officer or
25 managing agent of UAS. Upon information and belief, Hummel is the Vice
26 President/General Manager of Engineering Research and Development for UAS.

1 6. Upon information and belief, UAS, Naimer, and Hummel have transacted business in
2 and/or committed one or more acts in Arizona which give rise to the claims herein.

3 **JURISDICTION AND VENUE**

4 7. The statements of all of the foregoing paragraphs are incorporated herein by reference
5 as if fully set forth herein.

6 8. The Counterclaim, Cross-Claim and Third-Party Claim include claims for patent
7 infringement and for declaratory judgment relating to ownership/rights in patents, which
8 arise under the United States Patent Laws, 35 U.S.C. §101 et seq. The amount in
9 controversy is in excess of \$1,000,000.

10 9. Jurisdiction of this Court is pursuant to 28 U.S.C. §§ 1331, 1367, 1338(a) and (b), and
11 2201 *et seq.*

12 **FACTS**

13 10. The statements of all of the foregoing paragraphs are incorporated herein by reference
14 as if fully set forth herein.

15 11. Upon information and belief, with actual and/or constructive knowledge of the Patents
16 UAS has sold and/or manufactured and/or used and/or advertised/promoted one or more
17 products including those products designated by UAS as the Vision-1, UNS-1 and
18 TAWS Terrain and Awareness & Warning systems all of which infringe one or the
19 other of the Patents in suit ("Infringing Products").

20 12. Optima informed UAS that the Infringing Products infringed upon the Patents prior to
21 the filing of the *Complaint* herein. Upon information and belief, despite such
22 notification UAS has continued to sell and/or manufacture and/or use and/or
23 advertise/promote the Infringing Products.

24 13. Upon information and belief:
25 a. Naimer was the moving force who originated UAS's concept of the Infringing
26 Products; and/or

- 1 b. Naimer was and is the Chief Executive Officer of UAS, thereby controlling UAS
2 and its actions, including UAS's decision to create, develop, manufacture,
3 market and sell the Infringing Products; and/or
- 4 c. Naimer knew and/or should have known of the Patents prior to this lawsuit;
5 and/or
- 6 d. Naimer knew of Optima's allegations that UAS infringed upon the Patents prior
7 to this lawsuit; and/or
- 8 e. Naimer knew of UAS's actions in the nature of those described in Paragraphs 25,
9 31 and 33 of the *Complaint* and participated in and/or directed those UAS
10 actions/efforts; and/or
- 11 f. It was at all times within Naimer's authority and/or ability to stop UAS's
12 continued design, development, manufacturing, marketing and selling of the
13 Infringing Products but, after Naimer knew of the Patents, the allegations that
14 UAS infringed on the Patents and/or UAS's actions in the nature of those
15 described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not stop UAS's
16 continued design, development, manufacturing, marketing and selling of the
17 Infringing Products; and/or
- 18 g. It was at all times within Naimer's authority and/or ability to direct UAS to
19 redesign, revise and/or redevelop the Infringing Products such that they would
20 no longer infringe on the Patents but, after Naimer knew of the Patents, the
21 allegations that UAS infringed on the Patents and/or UAS's actions in the nature
22 of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not
23 direct UAS to redesign, revise and/or redevelop the Infringing Products such that
24 they would no longer infringe on the Patents; and/or
- 25 h. Naimer has continued to direct UAS's design, development, manufacturing,
26 marketing and selling of the Infringing Products while knowing and/or intending

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

for UAS to infringe on the Patents.

- 14. Upon information and belief:
 - a. Hummel was and is the Vice President/General Manager of Engineering Research and Development of UAS, thereby controlling UAS's design, development and/or manufacture of the Infringing Products; and/or
 - b. Hummel was intimately involved in UAS's design and/or development of the Infringing Products; and/or
 - c. Hummel knew and/or should have known of the Patents prior to this lawsuit; and/or
 - d. Hummel knew of Optima's allegations that UAS infringed upon the Patents prior to this lawsuit; and/or
 - e. Hummel knew of UAS's actions in the nature of those described in Paragraphs 25, 31 and 33 of the *Complaint* and participated in and/or directed those UAS actions/efforts; and/or
 - f. It was at all times within Hummel's authority and/or ability to stop UAS's continued design, development and/or manufacturing of the Infringing Products but, after Hummel knew of the Patents, the allegations that UAS infringed on the Patents and/or UAS's actions in the nature of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not stop UAS's continued design, development and/or manufacturing of the Infringing Products; and/or
 - g. It was at all times within Hummel's authority and/or ability to direct UAS to redesign, revise and/or redevelop the Infringing Products such that they would no longer infringe on the Patents but, after Naimer knew of the Patents, the allegations that UAS infringed on the Patents and/or UAS's actions in the nature of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not direct UAS to redesign, revise and/or redevelop the Infringing Products such that

- 1 they would no longer infringe on the Patents; and/or
- 2 h. Hummel has continued to direct UAS's design, development and/or
- 3 manufacturing of the Infringing Products while knowing and/or intending for
- 4 UAS to infringe on the Patents.
- 5 15. UAS and Optima entered into the contract attached as Exhibit 8 to the *Complaint* herein
- 6 (hereinafter the "Contract"). Pursuant to and under the terms of the Contract, Optima
- 7 provided to UAS a confidential power of attorney (hereinafter the "Power of Attorney")
- 8 that Jed Margolin ("Margolin"), as the inventor and then-owner of the Patents, had
- 9 previously executed. The Power of Attorney provided, *inter alia*, that Margolin
- 10 appointed "Optima Technology Inc. - Robert Adams CEO" as his attorney-in-fact with
- 11 respect to (*inter alia*) the Patents. Under its express terms, the Power of Attorney could
- 12 only be exercised by "Optima Technology Inc. - Robert Adams CEO" and could only
- 13 be exercised by a signature in the following form: "Jed Margolin by Optima
- 14 Technology, Inc., c/o Robert Adams, CEO his attorney in fact." Optima had not and has
- 15 not at any time placed the Power of Attorney in the public domain or otherwise provided
- 16 a copy of it, or made it available, to OTC.
- 17 16. UAS, through its duly authorized agents, employees and/or attorneys, provided the
- 18 Power of Attorney (or a copy thereof) to OTC principal, director, officer and/or agent
- 19 Gholamreza Zandianjazi a/k/a Reza Zandian ("Zandian"). As of that time, neither
- 20 Zandian nor OTC had ever received, been privy to, obtained or had knowledge of the
- 21 Power of Attorney.
- 22 17. OTC does not have, and has never had, any right, interest or valid claim to any right,
- 23 title or interest in or to either the Patents or the Power of Attorney.
- 24 18. UAS, by and through its authorized agents and attorneys Scott Bornstein ("Bornstein")
- 25 and/or Greenberg Traurig, LLP ("GT"), informed, directed, advised, assisted,
- 26 associated, agreed, conspired and/or engaged in a mutual undertaking with

- 1 Zandian/OTC to record the Power of Attorney with the U.S. Patent and Trademark
2 Office ("PTO") in the name of OTC.
- 3 19. UAS knew or should have known that the Power of Attorney could not be rightfully
4 exercised by OTC/Zandian and/or recorded with the PTO as:
- 5 a. UAS had been advised and/or knew that OTC was a different corporate entity
6 than "Optima Technology, Inc" as listed in the Power of Attorney; and/or
7 b. UAS had been advised and/or knew that "Robert Adams" was not an agent or
8 employee of OTC and, thus, the Power of Attorney could not be rightfully
9 exercised by Zandian on behalf of OTC; and/or
10 c. UAS had been advised and/or knew that OTC had no right or interest whatsoever
11 in the Patents or the Power of Attorney.
- 12 20. Based upon the information, direction, advice and assistance of UAS, Zandian/OTC
13 proceeded to publish and record the Power of Attorney to and with the PTO (in
14 Virginia) as a document in support of a claim of assignment of the Patents to OTC (the
15 "Assignment"). As a result thereof, the Assignment/Power of Attorney have become
16 part of the public PTO record on which the U.S. Patent Office, the public and third
17 parties rely for information regarding title to the Patents.
- 18 21. Robert Adams and Optima did not execute, record or authorize the execution or
19 recording of any documents purporting to assign or transfer title and/or any interest in
20 the Patents to OTC with the PTO.
- 21 22. Upon information and belief, Zandian executed such documents by (*inter alia*) utilizing
22 his signature on behalf of OTC and mis-stating that Zandian/OTC was exercising the
23 Power of Attorney as the "attorney in fact" of Margolin.
- 24 23. Had UAS not provided the Power of Attorney to Zandian/OTC, OTC would not have
25 been able to record it as a purported Assignment with the PTO.
- 26 24. The recording of the Assignment and Power of Attorney with the PTO:

- 1 a. Are circumstances under which reliance upon such recordings by a third person
2 is reasonably foreseeable as the open public records of the PTO are regularly and
3 normally referred to and/or relied upon by persons in determining legal rights
4 with respect to patents (including assignments, transfers of rights and licenses
5 relating thereto), and evaluating such rights with respect to valuation, negotiation
6 and purchase of rights with respect to patents (including assignments, transfers
7 of rights and licenses relating thereto); and/or
8 b. Create a cloud of title, an impairment of vendibility, and/or an appearance of
9 lessened desirability for purchase, lease, license or other dealings with respect
10 to the Patents and/or Power of Attorney; and/or
11 c. Prevent and/or impair sale and/or licensing of the Patents; and/or
12 d. Otherwise impair and/or lessen the value of the Patents and/or any licenses to be
13 issued with respect to them; and/or
14 e. Cast doubt upon the extent of Optima's interests in the Patents and/or under the
15 Power of Attorney relating thereto and/or upon Optima's power to make an
16 effective sale, assignment, license or other transfer of rights relating thereto;
17 and/or
18 f. Caused damage and harm to Optima; and/or
19 g. Reasonably necessitated and/or forced Optima to prepare and record documents
20 with the PTO attempting to correct the public record regarding Optima's rights
21 with respect to the Patents and/or the Power of Attorney for which Optima
22 incurred substantial expenses (attorneys' fees and costs) in the preparation and
23 recording thereof; and/or
24 h. Irrespective of Optima's filings with the PTO, created a continuing cloud of title,
25 impairment of vendibility, etc. (as discussed in the foregoing paragraphs) and
26 continuing harm to Optima reasonably necessitating and forcing Optima to bring

- 1 its declaratory judgment cross-claim against OTC herein to declare and establish
2 true and proper title to the Patents, for which Optima has incurred and will incur
3 substantial expenses (attorneys' fees and costs) in the prosecution thereof.
- 4 25. Upon information and belief, UAS provided additional information to Zandian/OTC
5 regarding, or of the same nature as that discussed in, Paragraph 33 of and Exhibits 14,
6 15 and 17 to the *Complaint* herein.
- 7 26. UAS made the disclosures (*inter alia*) as acknowledged in its *Complaint* herein.
- 8 27. Upon information and belief, UAS also made the disclosures alleged in Paragraph 34
9 of, and in Exhibit 12 attached to, the *Complaint*.
- 10 28. By filing its *Complaint* as part of the open public record in this case, UAS disclosed the
11 content thereof and the Exhibits attached thereto.
- 12 29. The actions of UAS and OTC herein were motivated by spite, malice and/or ill-will
13 toward Optima and were for the purpose of and/or were intended to intermeddle with,
14 interfere with, trespass upon and/or cause harm to Optima's rights in the Patents and/or
15 under the Power of Attorney, and/or with knowledge that such intermeddling,
16 interference, trespass and/or harm was substantially certain to occur.
- 17 30. Upon information and belief, OTC intends to continue to compete, interfere, and/or
18 attempt to compete and/or interfere with Optima regarding the Patents and/or the Power
19 of Attorney. At this time, however, Optima is unaware of any actual attempts yet made
20 by OTC to purportedly license, sell or otherwise transfer rights regarding the Patents
21 under its purported Assignment/Power of Attorney (as recorded with the PTO). If and
22 when Optima becomes aware of such actions, it will timely seek to amend and
23 supplement the Counterclaims, Cross-Claims, Third-Party Claims and/or remedies
24 herein as necessary and applicable.
- 25
- 26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

COUNT 1

PATENT INFRINGEMENT

- 31. The statements of all of the foregoing paragraphs are incorporated herein by reference as if fully set forth herein.
- 32. This is a cause of action for patent infringement under 35 U.S.C. § 271 *et seq.* At all relevant times, UAS had actual and constructive knowledge of the Patents in suit including the scope and claim coverage thereof.
- 33. UAS's aforesaid activities constitute a direct, contributory and/or inducement of infringement of the aforesaid patents in violation of 35 U.S.C. § 271 *et seq.* UAS's aforesaid infringement is and has, at all relevant times, been willful and knowing.
- 34. Naimer and Hummel, through their forgoing actions, actively aided and abetted and knowingly and/or intentionally induced, and specifically intended to induce, UAS's direct infringement despite their knowledge of the Patents.
- 35. Optima has suffered and will continue to suffer immediate and ongoing irreparable and actual harm and monetary damage as a result of UAS's, Naimer's and Hummel's willful patent infringement in an amount to be proven at trial.

COUNT 2

BREACH OF CONTRACT

- 36. The statements of all of the foregoing paragraphs are incorporated herein by reference as if fully set forth herein.
- 37. This is a cause of action for breach of contract against UAS pursuant to Arizona law.
- 38. UAS's actions constitute one or more breaches of the contract attached as Exhibit 8 to the *Complaint* herein.
- 39. As a result thereof, Optima has suffered and will continue to suffer immediate and ongoing harm and monetary damage in an amount to be proven at trial.

....

COUNT 3

**BREACH OF THE IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

40. The statements of all of the foregoing paragraphs are incorporated herein by reference as if fully set forth herein.
41. This is a cause of action for breach of the implied covenant of good faith and fair dealing against UAS pursuant to Arizona law.
42. Under Arizona law, every contract contains an implied covenant of good faith and fair dealing.
43. UAS's actions constitute one or more breaches of covenant of good faith and fair dealing present and implied in the contract attached as Exhibit 8 to the *Complaint* herein.
44. As a result thereof, Optima has suffered and will continue to suffer immediate and ongoing harm and monetary damage in an amount to be proven at trial.

COUNT 4

NEGLIGENCE

45. The statements of all of the foregoing paragraphs are incorporated herein by reference as if fully set forth herein.
46. This is an cause of action for negligence against UAS pursuant to the law of New York, Delaware, California, Virginia or Arizona.
47. UAS owed a duty of care to Optima as a result of Exhibit 8 to the *Complaint* herein, and the obligations created therein and/or relating thereto.
48. UAS breached these duties through its foregoing actions as alleged herein, including but not limited to:
- a. UAS's inclusion in an openly-accessible public record the allegations of its *Complaint*; and/or

1 invalid and void, and ordering the PTO to correct and expunge its records with respect
2 to any such claim made by OTC.

3 **COUNT 6**

4 **INJURIOUS FALSEHOOD/SLANDER OF TITLE**

5 56. The statements of all of the foregoing paragraphs are incorporated herein by reference
6 as if fully set forth herein.

7 57. This is a cause of action for injurious falsehood and/or slander of title against OTC and
8 UAS pursuant to the law of New York, Delaware, California, Virginia or Arizona.

9 58. The actions of OTC and/or UAS, as alleged above:

10 a. Are/were false and/or disparaging statement(s) and/or publication(s) resulting in
11 an impairment of vendibility, cloud of title and/or a casting of doubt on the
12 validity of Optima's right of ownership in the Patents and/or rights under the
13 Power of Attorney; and/or

14 b. Are/were an effort to persuade third parties from dealing with Optima, and/or to
15 harm to interests of Optima, regarding the Patents and/or the Power of Attorney;
16 and/or

17 c. Are/were actions for which OTC and UAS foresaw and/or should have
18 reasonably foreseen that the false and/or disparaging statement(s) and/or
19 publication(s) would likely determine the conduct of a third party with respect
20 to, or would otherwise cause harm to Optima's pecuniary interests with respect
21 to, the purchase, license or other business dealings regarding Optima's right in
22 the Patents and/or rights under the Power of Attorney; and/or

23 d. Are/were with knowledge that the statement(s) and/or publication(s) was/were
24 false; and/or

25 e. Are/were with knowledge of the disparaging nature of the statements; and/or

26 f. Are/were in reckless disregard of the truth or falsity of the statement(s) and/or

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

- publication(s); and/or
- g. Are/were in reckless disregard with being in the nature of disparagement(s); and/or
 - h. Are/were motivated by ill will toward Optima; and/or
 - i. Are/were motivated by an intent to injure Optima; and/or
 - j. Are/were committed with an intent to interfere in an unprivileged manner with Optima's interests; and/or
 - k. Are/were committed with negligence regarding the truth or falsity of the statement and/or publication and/or with being in the nature of a disparagement.
59. As a result thereof, Optima has suffered and will continue to suffer immediate and ongoing harm and monetary damage in an amount to be proven at trial.

COUNT 7

TRESPASS TO CHATTELS

60. The statements of all of the foregoing paragraphs are incorporated herein by reference as if fully set forth herein.
61. This is a cause of action for trespass to chattels against OTC and UAS pursuant to the law of New York, Delaware, California, Virginia or Arizona.
62. The actions of OTC and/or UAS, as alleged above:
- a. Are/were intentional physical, forcible and/or unlawful interference with the use and enjoyment of rights to the Patents and/or Power of Attorney possessed by Optima without justification or consent; and/or
 - b. Are/were possession of and/or the exercise of dominion over rights to the Patents and/or Power of Attorney possessed by Optima without justification or consent; and/or
 - c. Are/were intentional use and/or intermeddling with rights to the Patents and/or Power of Attorney possessed by Optima without authorization; and/or

- 1 d. Resulted in deprivation of Optima's use of and/or rights in the Patents and/or
2 Power of Attorney for a substantial time; and/or
3 e. Resulted in impairment of the condition, quality and/or value of Optima's use of
4 and/or rights in the Patents and/or Power of Attorney; and/or
5 f. Resulted in harm to the legally protected interests of Optima.
6 63. As a result thereof, Optima has suffered and will continue to suffer immediate and
7 ongoing harm and monetary damage in an amount to be proven at trial.

8 **COUNT 8**

9 **UNFAIR COMPETITION**

- 10 64. The statements of all of the foregoing paragraphs are incorporated herein by reference
11 as if fully set forth herein.
12 65. This is a cause of action for unfair competition against OTC and UAS pursuant to the
13 common law of New York, Delaware, California, Virginia or Arizona.
14 66. The actions of OTC and/or UAS, as alleged above:
15 a. Are/were an unfair invasion and/or infringement of Optima's property rights of
16 commercial value with respect to the Patents and/or the Power of Attorney;
17 and/or
18 b. Are/were a misappropriation of a benefit and/or property right belonging to
19 Optima with respect to the Patents and/or the Power of Attorney; and/or
20 c. Are/were a deceit and/or fraud upon the public with respect to the true ownership
21 and other rights of Optima relating to the Patents and/or the Power of Attorney;
22 and/or
23 d. Are/were likely to cause confusion of the public with respect to the true
24 ownership and other rights of Optima relating to the Patents and/or the Power of
25 Attorney; and/or
26 e. Will cause and/or are likely to cause an unfair diversion of trade whereby any

1 potential purchaser of a license or other rights from OTC with respect to the
2 Patents and/or Power of Attorney will be cheated into the purchase of something
3 which it is not in fact getting; and/or

4 f. Are likely to divert the trade of Optima; and/or

5 g. Are likely to cause substantial and irreparable harm to Optima.

6 67. As a result thereof, Optima has suffered and will continue to suffer immediate and
7 ongoing harm and monetary damage in an amount to be proven at trial.

8 **COUNT 9**

9 **UNFAIR AND DECEPTIVE COMPETITION/BUSINESS PRACTICES**

10 68. The statements of all of the foregoing paragraphs are incorporated herein by reference
11 as if fully set forth herein.

12 69. This is a cause of action for unfair and deceptive competition/business practices against
13 OTC and UAS pursuant to the statutory law of Delaware, 6 Del.C. §2531 *et seq.* to the
14 extent such statutory scheme applies in this matter.

15 70. The actions of OTC and/or UAS, as alleged above:

16 a. Are/were those of a person engaged in a course of a business, vocation, or
17 occupation; and/or

18 b. Constitute a deceptive trade practice; and/or

19 c. Cause a likelihood of confusion or of misunderstanding as to affiliation,
20 connection, or association with, or certification by, another; and/or

21 d. Represent that goods or services have sponsorship, approval, characteristics,
22 ingredients, uses, benefits, or quantities that they do not have, or that a person
23 has a sponsorship, approval, status, affiliation, or connection that the person does
24 not have; and/or

25 e. Represent that goods or services are of a particular standard, quality, or grade,
26 or that goods are of a particular style or model, if they are of another; and/or

- 1 f. Disparage the goods, services, or business of another by false or misleading
2 representation of fact; and/or
3 g. Were conduct which similarly creates a likelihood of confusion or of
4 misunderstanding.
- 5 71. As a result thereof, Optima has suffered and will continue to suffer immediate and
6 ongoing harm and monetary damage in an amount to be proven at trial.
- 7 72. To the extent Optima is entitled to damages under Delaware common-law it is further
8 entitled to treble damages pursuant to 6 Del.C. §2533(c).
- 9 73. Optima is entitled to injunctive relief pursuant to 6 Del.C. §2533(a).
- 10 74. The acts were a willful deceptive trade practice entitling Optima to its attorneys' fees
11 and costs pursuant to 6 Del.C. §2533(b).
- 12 75. This matter is an "exceptional" case also entitling Optima to its attorneys fees pursuant
13 to 6 Del.C. §2533(b).

14 **COUNT 10**

15 **UNLAWFUL CONSPIRACY TO INJURE TRADE OR BUSINESS**

- 16 76. The statements of all of the foregoing paragraphs are incorporated herein by reference
17 as if fully set forth herein.
- 18 77. This is a cause of action for unlawful conspiracy to injure trade or business against OTC
19 and UAS pursuant to the statutory law of Virginia, Va. Code Ann. § 18.2-499 and
20 § 18.2-500, to the extent such statutory scheme applies in this matter.
- 21 78. The actions of OTC and UAS, as alleged above, were those of two or more persons who
22 combined, associated, agreed, mutually undertook and/or acted in concert together for
23 the purpose of willfully and maliciously injuring Optima and its trade and/or business.
- 24 79. As a result thereof, Optima has suffered and will continue to suffer immediate and
25 ongoing harm and monetary damage in an amount to be proven at trial.
- 26 80. Optima is entitled to treble damages plus attorneys' fees and costs under Va. Code

1 Ann. § 18.2-500,

2 **COUNT 11**

3 **UNFAIR AND DECEPTIVE COMPETITION/BUSINESS PRACTICES**

4 81. The statements of all of the foregoing paragraphs are incorporated herein by reference
5 as if fully set forth herein.

6 82. This is a cause of action for unfair and deceptive competition/business practices against
7 OTC and UAS pursuant to the statutory law of California, California Business and
8 Professions Code § 17200 *et. seq.*, to the extent such statutory scheme applies in this
9 matter.

10 83. The actions of OTC and/or UAS, as alleged above, constitute one or more unlawful,
11 unfair or fraudulent business acts or practices including but not limited to the following:

12 a. The acts/practices are/were “fraudulent” as they are/were untrue and/or are/were
13 likely to deceive the public; and/or

14 b. The acts/practices are/were “unfair” as they constituted conduct that significantly
15 threatens or harms competition; and/or

16 c. The acts/practices are/were “unfair” as they constitute conduct that offends an
17 established public policy or when the practice is immoral, unethical, oppressive,
18 unscrupulous or substantially injurious to consumers; and/or

19 d. The acts/practices are/were “unlawful” as they are/were in violation of the
20 common-law duties that were owed to Optima; and/or

21 e. The acts/practices are/were “unlawful” as they are/were in violation of the legal
22 principles expressed in the other Counts herein; and/or

23 f. The acts/practices are/were “unlawful” as they are/were in committed violation
24 of Va. Code Ann. § 18.2-172 (a class 5 felony); and/or

25 g. The acts/practices are/were “unlawful” as they are/were in committed violation
26 of Va. Code Ann. § 18.2-499 (a class 1 misdemeanor).

1 84. As a result thereof, Optima has suffered and will continue to suffer immediate and
2 ongoing harm and monetary damage.

3 85. Optima is without an adequate remedy at law.

4 86. Unless enjoined the acts of OTC and UAS will continue to cause further, great,
5 immediate and irreparable injury to Optima.

6 87. Optima is entitled to injunctive relief and restitutionary disgorgement pursuant to
7 California Business and Professions Code § 17203.

8 **COUNT 12**

9 **UAS LIABILITY**

10 88. The statements of all of the foregoing paragraphs are incorporated herein by reference
11 as if fully set forth herein.

12 89. In addition to any other liability existing as to the acts of UAS described herein UAS
13 is additionally liable under Counts 6-11 herein because:

14 a. OTC acted as the agent and/or servant of UAS; and/or

15 b. UAS aided and abetted the wrongful conduct of OTC through one or more of the
16 following:

17 i. UAS provided aid to OTC in its commission of a wrongful act that caused
18 injury to Optima; and/or

19 ii. UAS substantially assisted and/or encouraged OTC in the principal
20 violation/wrongful act; and/or

21 iii. UAS was aware of its role as part of overall illegal and/or tortious activity
22 at the time it provided the assistance; and/or

23 iv. UAS reached a conscious decision to participate in tortious activity for
24 the purpose of assisting OTC in performing a wrongful act; and/or

25 c. UAS engaged in a civil conspiracy with OTC through an agreement to
26 accomplish an unlawful purpose and/or to accomplish a lawful object by

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

unlawful means, one of whom committed an act in furtherance thereof, thereby causing damages to Optima; and/or

- d. UAS and OTC acted in concert; and/or
- e. UAS provided affirmative aid and/or encouragement to the wrongful conduct of OTC; and/or
- f. UAS directed, ordered and/or induced the wrongful conduct of OTC while knowing (or should having known) of circumstances that would have made the conduct tortious if it were UAS's; and/or
- g. UAS advised OTC to commit the wrongful conduct which resulted in a legal wrong and/or harm to Optima; and/or
- h. UAS acted together with OTC to commit the wrongful conduct pursuant to a common design; and/or
- i. UAS knew that the OTC's conduct would constitute a breach of duty and gave substantial assistance or encouragement to OTC so to conduct itself; and/or
- j. UAS gave substantial assistance to OTC in accomplishing a tortious result and UAS's own conduct, separately considered, constitutes a breach of duty to Optima; and/or
- k. UAS knowingly participated in the wrongful action of OTC.

90. As a result thereof, UAS is jointly and severally liable for any such damages awarded to Optima under Counts 6-11 herein.

COUNT 13

PUNITIVE DAMAGES

91. The statements of all of the foregoing paragraphs are incorporated herein by reference as if fully set forth herein.

92. This is a claim for punitive damages against OTC and UAS pursuant to the common law and/or statutory law of New York, Delaware, California, Virginia or Arizona.

- 1 93. Through their actions referenced herein, OTC and UAS:
- 2 a. Acted with an intent to injure Optima and/or consciously pursued a course of
- 3 conduct knowing that it created a substantial risk of significant harm to Optima;
- 4 and/or
- 5 b. Acted with an "evil hand" guided by an "evil mind"; and/or
- 6 c. Engaged in intentional and deliberate wrongdoing and with character of outrage
- 7 frequently associated with crime; and/or
- 8 d. Engaged in conduct that may be characterized as gross and morally reprehensible
- 9 and of such wanton dishonesty as to imply criminal indifference to civil
- 10 obligations; and/or
- 11 e. Acted with conduct so reckless and wantonly negligent as to be the equivalent
- 12 of a conscious disregard of the rights of others; and/or
- 13 f. Acted with a fraudulent and/or evil motive; and/or
- 14 g. Acted with aggravation and outrage; and/or
- 15 h. Acted with outrageous conduct with evil motive and/or reckless indifference to
- 16 rights of others; and/or
- 17 i. Acted with wilful and/or wanton disregard for the rights of others; and/or
- 18 j. Were aware of probable dangerous consequences of their conduct and willfully
- 19 and deliberately failed to avoid those consequences; and/or
- 20 k. Acted with the intent to vex, injury or annoy, or with a conscious disregard of the
- 21 right of others; and/or
- 22 l. Engaged in reprehensible and/or fraudulent conduct; and/or
- 23 m. Acted in blatant violation of law or policy; and/or
- 24 n. Acted with extreme indifference to the rights of others; and/or
- 25 o. Are guilty of oppression, fraud and/or malice, as defined by and pursuant to
- 26 Cal.Civ.Code § 3294; and/or

- 1 p. Acted with wilful and wanton conduct so as to evince a conscious disregard of
- 2 the rights of others; and/or
- 3 q. Acted with recklessness and/or negligence so as to evince a conscious disregard
- 4 of the rights of others; and/or
- 5 r. Engaged in malicious conduct; and/or
- 6 s. Engaged in misconduct and/or actual malice.
- 7 94. As a result thereof, Optima is entitled to an award of punitive damages against OTC and
- 8 UAS herein in an amount to be determined by a jury.

9 **EXCEPTIONAL CASE**

10 This is an exceptional case under 35 U.S.C. § 285 in which Counterclaimant and
11 Cross-Claimant Optima is entitled to its attorneys' fees and costs incurred in connection with
12 this action.

13 **JURY TRIAL DEMAND**

14 Counterclaimant Optima demands a jury trial on all claims and issues to be litigated in
15 this matter.

16 **PRAYER FOR RELIEF**

17 WHEREFORE Optima requests that the Court enter judgment in favor of Optima, and
18 against UAS, OTC, Naimer, and Hummel, on the Counterclaims, Cross-Claims and Third-Party
19 Claims, as follows:

- 20 1. Declaring that the Infringing Products, and all other of UAS's products shown to be
- 21 encompassed by one or more claims of the asserted Patents infringe said Patents;
- 22 2. Awarding Optima its monetary damages, and a doubling or trebling thereof, incurred
- 23 as a result of Defendants' willful infringement and unlawful conduct, as provided under
- 24 35 U.S.C. § 284;
- 25 3. Declaring that this is an exceptional case pursuant to 35 U.S.C. § 285 and awarding
- 26 Optima its attorneys fees incurred in having to prosecute this action;

- 1 4. Ordering that all of the Counterdefendants, Crossdefendants and Third-Party
2 Defendants and all those in active concert or privity with them be temporarily,
3 preliminarily and permanently enjoined from further infringement of U.S. Patent No.
4 5,566,073 (the '073 patent) and U.S. Patent No. 5,904,724 (the '724 patent);
- 5 5. Awarding Optima its actual, special, compensatory, economic, punitive and other
6 damages, including but not limited to:
 - 7 a. A reasonable royalty and/or lost profits attributable to defendants' past, present
8 and ongoing infringement of the Patents;
 - 9 b. The reduced value of the Patents and/or licenses with respect thereto;
 - 10 c. Optima's attorneys' fees and costs incurred in preparing and recording filings
11 with the PTO; and
 - 12 d. Optima's ongoing attorneys' fees and costs incurred in filing and prosecuting the
13 cross-claims against OTC herein to establish the invalidity, void nature, etc., of
14 its filing of the Assignment with the PTO and claim of any right or interest in the
15 Power of Attorney and/or the Patents, and to otherwise remove the cloud of title,
16 impairment of vendibility, etc., with respect to Optima's rights in the Patents
17 and/or the Power of Attorney;
- 18 6. Declaring that OTC has no interest or right in the Patents or the Power of Attorney;
- 19 7. Declaring that the Assignment OTC filed with the PTO is forged, invalid, void, of no
20 force and effect, should be struck from the records of the PTO, and that the PTO correct
21 its records with respect to any such claim made by OTC with respect to the Patents
22 and/or the Power of Attorney;
- 23 8. Enjoining OTC from asserting further rights or interests in the Patents and/or Power of
24 Attorney;
- 25 9. Enjoining UAS and OTC from further acts of unfair competition;
- 26 10. Granting Optima its attorneys' fees and costs pursuant to applicable law, including but

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

not limited to A.R.S. §12-341.01 and § 12-340 and/or the laws of one or more of New York, Virginia, Delaware and/or California;

11. Granting Optima prejudgment and post-judgment interest at the legal rate; and

12. Granting Optima such other and further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED this 24th day of January, 2008.

CHANDLER & UDALL, LLP

By /s Edward Moomjian II
Edward Moomjian II
Jeanna Chandler Nash
Attorneys for Defendants Adams, Margolin
and Optima Technology Inc. a/k/a Optima
Technology Group, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on January 24, 2008, I electronically transmitted the attached document to the Clerk's office using the EM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/DCF registrants:

E. Jeffrey Walsh, Esquire
Greenberg Traurig, LLP
2375 East Camelback Road, Suite 700
Phoenix, Arizona 85016
Attorneys for Plaintiff

Scott Joseph Bornstein, Esquire
Paul J. Sutton, Esquire
Allan A. Kassenoff, Esquire
Greenberg Traurig, LLP
200 Park Avenue
New York, New York 10166
Attorneys for Plaintiff

_____ s/

Exhibit B

Exhibit B

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

No. CV 07-588-TUC-RCC

ORDER

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.

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
24
25
26
27
28



Raner C. Collins
United States District Judge

Exhibit C

Exhibit C

Section I: Requester/Originator Information							
Name <i>Jed Margolin</i>		Telephone # <i>847 7845</i>		Date Wire to be Sent <i>1/15/08</i>			
Address <i>1981 Empire Rd</i>		City <i>Reno</i>		State <i>NV</i>		Zip <i>89501</i>	
Customer ID Type 1. <i>DL</i>	ID# 1. <i>0832</i>	Issue State/Country <i>NV</i>	Issue Date <i>1-6-06</i>	Expiration Date <i>1-2-2010</i>			
2. <i>BACC</i>		Method of Signature Verification (If Applicable) <i>Sig card</i>					
Section II: Associate Accepting Wire							
Associate Name <i>Kmazza</i>		Phone and Fax # <i>32560216034</i>		Unit Co./CC# <i>8557</i>		Date <i>1/15/08</i>	Time <i>1:40</i>
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A		Name/Number of Person Contacted		Date/Time		Approval (required)/Market Approval (if required)	
Callback Completed by:							
Section III: Domestic Payment Instructions							
Amount of Wire \$ <i>30,000</i>		Debit Account Type (circle one) CHKG SAV ICA GL		Serial # (For ICA/GL) or Repetitive ID#		Source <input checked="" type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	
Account to Debit		State <i>NV</i>		Available Balance		Account Title <i>Jed Margolin</i>	
Overdraft Amount		Overdraft Approved by (Name & Signature)		Date		Wire Fee \$ <i>25</i>	
Section IV: International Payment Instructions <input type="checkbox"/> Check here if funds must be sent in U.S. Dollars							
USD Amount of Wire \$		Country		Rate		Foreign Currency Code	
Debit Account Type (circle one) CHKG SAV ICA GL		Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (if Applicable)		Source <input type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	
Account to Debit		State		Available Balance		Account Title	
Overdraft Amount		Overdraft Approved by (Name & Signature)		Date		Wire Fee	
Section V: Wire Information							
Beneficiary Name <i>Merrill Lynch</i>				Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required) <i>1011730</i>			
Beneficiary Address: Street		City		State		Country Zip	
Beneficiary Bank Name <i>Mellon Bank</i>				ABA # or SWIFT or National ID <i>043000261</i>			
Beneficiary Bank Address Street		City		State		Country Zip	
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival) <i>F/C to Optima Technology acct 223-07406</i>							
Send Thru Bank/IBK (if available)				ABA # or SWIFT or National ID			
Send Thru Bank Address Street		City		State		Country Zip	
Section VI: Customer Approval							
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.							
Customer's Signature: <i>Jed Margolin</i>				Date of Request: <i>1-15-2008</i>			
Section VII: Wire System Entry/Verification							
Wire Entered by: Name/Signature (attach BFT screens prints) Print: <i>Kmazza</i> Signature: <i>Kmazza</i>				BFT System Time <i>124544</i>		BFT Sequence # <i>01080115005654</i>	
Date of Entry and Verification <i>1-15-08</i>		Verified By (Name/Signature) (Print Verification Screen) Print: <i>Jack Walker</i> Signature: <i>[Signature]</i>		BFT System Time <i>17:49:27</i>			

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO

Section I: Requester/Originator Information					
Name <i>Jed Margolin</i>		Telephone # <i>847-7845</i>		Date Wire to be Sent <i>3-26-08</i>	
Address <i>1981 Empire Rd</i>		City <i>Reno</i>		State Zip <i>NV 89521</i>	
Customer ID Type 1. <i>Driver's Lic</i>	ID# <i>1 8352</i>	Issue State/Country 1. <i>Nevada</i>	Issue Date <i>1-6-06</i>	Expiration Date 1. <i>2/20/10</i>	
2. _____ Method of Signature Verification (If Applicable)					
Section II: Associate Accepting Wire					
Associate Name <i>Janet Saldana</i>		Phone and Fax # <i>775-325-6021</i>	Unit Co#/CC# <i>336/8557</i>	Date <i>3-26-08</i>	Time
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input type="checkbox"/> N/A		Name/Number of Person Contacted		Date/Time	Approval (required)/Market Approval (if required)
Callback Completed by: _____					
Section III: Domestic Payment Instructions					
Amount of Wire <i>\$ 30,000 -</i>		Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input checked="" type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>		Serial # (For ICA/GL) or Repetitive ID#	Source <input checked="" type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter
Account to Debit		State	Available Balance	Account Title <i>Jed Margolin</i>	
Overdraft Amount \$ _____		Overdraft Approved by (Name & Signature)		Date	Wire Fee \$ <i>25 -</i>
Section IV: International Payment Instructions: <input type="checkbox"/> Check here if funds must be sent in US Dollars					
USD Amount of Wire \$ _____		Country	Rate	Foreign Currency Code	Foreign Currency Amount
Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>		Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (If Applicable)	Source <input type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter
Account to Debit		State	Available Balance	Account Title	
Overdraft Amount \$ _____		Overdraft Approved by (Name & Signature)		Date	Wire Fee \$ _____
Section V: Wire Information					
Beneficiary Name <i>Merrill Lynch</i>			Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required) <i>1011730</i>		
Beneficiary Address: Street		City	State	Country	Zip
Beneficiary Bank Name <i>Mellon Bank</i>			ABA # or SWIFT or National ID <i>031223-07406</i>		
Beneficiary Bank Address Street		City	State	Country	Zip <i>043000261</i>
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival) <i>F/Cr to Optima Technology Group 223-07406</i>					
Send Thru Bank/IBK (if available)			ABA # or SWIFT or National ID		
Send Thru Bank Address Street		City	State	Country	Zip
Section VI: Customer Approval					
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.					
Customer's Signature: <i>Jed Margolin</i>				Date of Request: <i>3-26-08</i>	
Section VII: Wire System Entry/Verification					
Wire Entered by: Name/Signature (attach BFT screens prints) Print: <i>Janet Saldana</i> Signature: <i>Janet Saldana</i>			BAT Approval Authorization # (if applicable)	BFT System Time <i>15:33:53</i>	BFT Sequence # <i>01080326006579</i>
Date of Entry and Verification		Verified By (Name/Signature) (Print Verification Screen)		BFT System Time	
Print: _____		Signature: _____		BFT System Time	

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO

Section I: Requester/Originator Information

Name <i>Jed Margolin</i>		Telephone # <i>775-847-7845</i>	Date Wire to be Sent <i>6-18-08</i>	
Address <i>1981 Empire Rd</i>		City <i>Reno</i>	State <i>NV</i>	Zip <i>89521-7430</i>
Customer ID Type <i>1. ARIVER License</i>	ID# <i>8352</i>	Issue State/Country <i>1. Nevada</i>	Issue Date <i>1. 01-06-06</i>	Expiration Date <i>1. 02-20-2010</i>
Method of Signature Verification (If Applicable) <i>2. BotR-ATM 5124 EXP 5/2010</i>				

Section II: Associate Accepting Wire

Associate Name <i>Janet Saldana</i>	Phone and Fax # <i>775-325-6021</i>	Unit Co#/CC# <i>336/8557</i>	Date <i>6-18-08</i>	Time <i>9:32</i>
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input type="checkbox"/> N/A		Name/Number of Person Contacted	Date/Time	Approval (required)/Market Approval (if required)
Callback Completed by: _____				

Section III: Domestic Payment Instructions

Amount of Wire <i>\$ 30,000.-</i>	Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input checked="" type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>	Serial # (For ICA/GL) or Repetitive ID#	Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter <input checked="" type="checkbox"/> OTC
Account to Debit	State	Available Balance <i>\$ 42,339.52</i>	Account Title <i>Jed Margolin</i>
Overdraft Amount \$	Overdraft Approved by (Name & Signature)		Date <i>6-18-08</i>
			Wire Fee <i>\$ 25.-</i>

Section IV: International Payment Instructions: Check here if funds must be sent in US Dollars

USD Amount of Wire \$	Country	Rate	Foreign Currency Code	Foreign Currency Amount
Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>	Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (If Applicable)	Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter <input type="checkbox"/> OTC
Account to Debit	State	Available Balance	Account Title	
Overdraft Amount \$	Overdraft Approved by (Name & Signature)		Date	Wire Fee \$

Section V: Wire Information

Beneficiary Name <i>Snell & Wilmer Trust Acct</i>		Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required) <i>411-9025</i>		
Beneficiary Address: Street	City	State	Country	Zip
Beneficiary Bank Name <i>J.P. Morgan Chase NA/Phoenix Trust Acct</i>		ABA # or SWIFT or National ID <i>021000021</i>		
Beneficiary Bank Address: Street	City	State	Country	Zip
<i>201 N. Central Ave Phoenix AZ US 85004</i>				
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival) <i>ATTN: Jeff Willis Client: Optima Technology Group/Jed Margolin</i>				
Send Thru Bank/IBK (if available)		ABA # or SWIFT or National ID		
Send Thru Bank Address: Street	City	State	Country	Zip

Section VI: Customer Approval

I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.

Customer's Signature: *Jed Margolin* Date of Request: *6-18-08*

Section VII: Wire System Entry/Verification : BAT Approval Authorization # (if applicable)

Wire Entered by: Name/Signature (attach BFT screens prints) <i>Janet Saldana</i>	BFT System Time <i>12.02.54</i>	BFT Sequence # <i>01080618004513</i>
Date of Entry and Verification	Verified By (Name/Signature) (Print Verification Screen)	BFT System Time
Print: _____	Signature: _____	

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
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*

ORIGINAL

REC'D & FILED
2011 MAR -1 PM 3: 24
ALAN GLOVER
BY _____ CLERK
DEPUTY

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

DEFAULT JUDGMENT

On December 9, 2009, Plaintiff Margolin filed his Complaint against Defendants Reza Zandian, Optima Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a California corporation for conversion, tortious interference, unjust enrichment and unfair trade practices.

Defendant Zandian was personally served with the Summons and Complaint on February 2, 2010 and Defendants Optima Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a California corporation were served on March 21, 2010.

1 Defendants failed to answer or otherwise plead, and default was subsequently entered against
2 Defendants on December 2, 2010. On December 7, 2010, Plaintiff filed and served a Notice
3 of Entry of Default for each defendant, and on December 16, 2010, Plaintiff also served the
4 Application for Default for each defendant and the Notice of Entry of Default for each
5 defendant on Defendants' last known attorney.

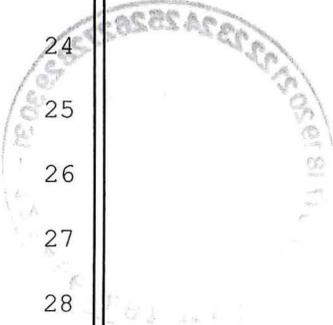
6 After reviewing all pleadings and papers on file in this matter, IT IS HEREBY
7 ORDERED AS FOLLOWS:

8 Judgment is hereby entered for Plaintiff and against Defendants for damages, along
9 with pre-judgment interest and costs in the amount of \$121,594.46.

10 IT IS SO ORDERED:

11
12 Dated: March 1, 2011


DISTRICT COURT JUDGE



1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
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
March 7, 2011 Date
ALAN GLOVER
CLERK
By M. KALE Deputy

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

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

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

**NOTICE OF ENTRY OF DEFAULT
JUDGMENT**

21 TO: ALL PARTIES

22 TAKE NOTICE THAT on the 1st day of March, 2011, the Court in the above-
23 entitled matter entered a Default Judgment against Defendants and in favor of Plaintiff in
24 the amount of \$121,594.46. A copy of said Order is attached hereto as Exhibit A.

25 ///
26 ///
27 ///
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AFFIRMATION PURSUANT TO NRS 239B.030

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

Dated this 4th day of March, 2011.

BY: 
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

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, **NOTICE OF ENTRY OF DEFAULT**
5 **JUDGMENT**, addressed as follows:

6
7 John Peter Lee
8 John Peter Lee, Ltd.
9 830 Las Vegas Blvd. South
10 Las Vegas, NV 89101

11
12 Reza Zandian
13 8401 Bonita Downs Road
14 Fair Oaks, CA 95628

15
16 Optima Technology Corp.
17 A California corporation
18 8401 Bonita Downs Road
19 Fair Oaks, CA 95628

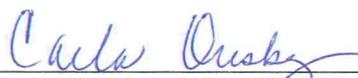
20
21 Optima Technology Corp.
22 A Nevada corporation
23 8401 Bonita Downs Road
24 Fair Oaks, CA 95628

25
26 Reza Zandian
27 8775 Costa Verde Blvd. #501
28 San Diego, CA 92122

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

26 Dated: March 4, 2011



Carla Ousby

Exhibit A

Exhibit A

1 Matthew D. Francis (6978)
2 Cassandra P. Joseph (9845)
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
2011 MAR -1 PM 3: 24
ALAN GLOVER
BY CLERK
OFFICE

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

DEFAULT JUDGMENT

On December 9, 2009, Plaintiff Margolin filed his Complaint against Defendants Reza Zandian, Optima Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a California corporation for conversion, tortious interference, unjust enrichment and unfair trade practices.

Defendant Zandian was personally served with the Summons and Complaint on February 2, 2010 and Defendants Optima Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a California corporation were served on March 21, 2010.

1 Defendants failed to answer or otherwise plead, and default was subsequently entered against
2 Defendants on December 2, 2010. On December 7, 2010, Plaintiff filed and served a Notice
3 of Entry of Default for each defendant, and on December 16, 2010, Plaintiff also served the
4 Application for Default for each defendant and the Notice of Entry of Default for each
5 defendant on Defendants' last known attorney.

6 After reviewing all pleadings and papers on file in this matter, IT IS HEREBY
7 ORDERED AS FOLLOWS:

8 Judgment is hereby entered for Plaintiff and against Defendants for damages, along
9 with pre-judgment interest and costs in the amount of \$121,594.46.

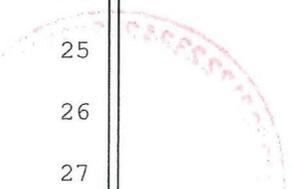
10 IT IS SO ORDERED:

11
12 Dated: March 1, 2011

James T. Russell

DISTRICT COURT JUDGE

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



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
2011 AUG 11 PM 4:05
ALAN GLOVER
BY CLERK
G. COOPER

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

24 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

MOTION TO SERVE BY
PUBLICATION

25 COMES NOW Plaintiff Jed Margolin and hereby files this motion to serve Defendants
26 Reza Zandian, Optima Technology Corporation, a California Corporation, and Optima
27 Technology Corporation, a Nevada Corporation (collectively "Zandian"), pursuant to NRC
28 4(e)(1)(i) via publication.

This motion is based on the following Memorandum of Points and Authorities, the
Declaration of Adam P. McMille, Esq., the attached exhibits, and all pleadings, motions, and
papers on file herein.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF FACTS

On December 11, 2009, Plaintiff Jed Margolin filed his Complaint against Defendants Reza Zandian, Optima Technology Corporation, a California Corporation, and Optima Technology Corporation, a Nevada Corporation. All three Summonses were originally issued on December 15, 2009 and March 9, 2010. *See* Summons regarding Defendants Reza Zandian, Optima Technology Corporation, a California Corporation, and Optima Technology Corporation, a Nevada Corporation, attached hereto as **Exhibits 2, 3, and 4**. Thereafter, Plaintiff attempted to serve Defendants at their last-known residential and/or business address of 8401 Bonita Downs Road, Fair Oaks, California 95628. *Id.* The process servers were unable to personally serve Defendants and were unable to locate alternate addresses for Defendants. *Id.*

As Plaintiff was having difficulty serving Defendants, the summons and complaint were mailed to Defendants' attorney, John Peter Lee, on January 8, 2010, and a request for assistance in serving Defendants was made. *See* Letter, dated 1/08/10, from Cassandra Joseph to John Peter Lee, attached hereto as **Exhibit 5**. Despite the fact that Mr. Lee represented Reza Zandian prior to this action, Mr. Lee never responded to Cassandra Joseph's request for assistance in serving the Defendants. *See* Declaration of Adam P. McMillen, Esq., attached hereto as **Exhibit 1**.

Eventually, a notice of entry of default judgment against the Defendants was filed on March 7, 2011. On June 9, 2011, Defendant Reza Zandian, filed a motion to dismiss. On August 3, 2011, this Court set aside the default judgment, denied the motion to dismiss and ordered that Plaintiff shall have 90 days from August 3, 2011 to properly effectuate service on the Defendant.

1 On August 4, 2011, Adam McMillen sent a letter to John Peter Lee requesting that Mr.
2 Lee accept service on behalf of his client, Reza Zandian. See Letter, dated 8/04/11, from
3 Adam McMillen to John Peter Lee, attached hereto as **Exhibit 6**. Mr. McMillen also
4 requested that Mr. Lee provide a current address for Reza Zandian. *Id.*

5 On August 8, 2011, Mr. Lee sent Mr. McMillen a letter stating as follows:

6 We cannot accept service, nor can we give you Reza Zandian's current address.
7 Except to indicate that he **does not reside** in Nevada **at the present time** and is
8 not subject to the jurisdiction of the courts of this State within the provisions of
the litigation commenced by your firm involving an Arizona judgment which
cannot be domesticated in Nevada.

9 See Letter, dated 8/8/11, from John Peter Lee to Adam McMillen, attached hereto as **Exhibit 7**
10 (emphasis added).

11 II.

12 LEGAL AUTHORITY

13 NRCP 4(e) states in pertinent part as follows:

14 (1) Service by Publication.

15 (i) **General.** In addition to methods of personal service, when the person on
16 whom service is to be made resides out of the state, or has departed from the
17 state, or cannot, after due diligence, be found within the state, or by
18 concealment seeks to avoid the service of summons, and the fact shall appear,
19 by Declaration, to the satisfaction of the court or judge thereof, and it shall
20 appear, either by Declaration or by a verified complaint on file, that a cause of
action exists against the defendant in respect to whom the service is to be made,
and that the defendant is a necessary or proper party to the action, such court or
judge may grant an order that the service be made by the publication of
summons.

21 Provided, when said Declaration is based on the fact that the party on whom
22 service is to be made resides out of the state, and the present address of the
23 party is unknown, it shall be a sufficient showing of such fact if the affiant shall
24 state generally in such Declaration that at a previous time such person resided
25 out of this state in a certain place (naming the place and stating the latest date
26 known to affiant when such party so resided there); that such place is the last
27 place in which such party resided to the knowledge of affiant; that such party
28 no longer resides at such place; that affiant does not know the present place of
residence of such party or where such party can be found; and that affiant does
not know and has never been informed and has no reason to believe that such
party now resides in this state; and, in such case, it shall be presumed that such
party still resides and remains out of the state, and such Declaration shall be

1 deemed to be a sufficient showing of due diligence to find the defendant. This
2 rule shall apply to all manner of civil actions, including those for divorce.

3 ...
4 **(iii) Publication.** The order shall direct the publication to be made in a
5 newspaper, **published in the State of Nevada**, to be designated by the court or
6 judge thereof, for a period of 4 weeks, and at least once a week during said
7 time. In addition to in-state publication, where the present residence of the
8 defendant is unknown **the order may also direct that publication be made in**
9 **a newspaper published outside the State of Nevada** whenever the court is of
10 the opinion that such publication is necessary to give notice that is reasonably
11 calculated to give a defendant actual notice of the proceedings. In case of
12 publication, where the residence of a nonresident or absent defendant is known,
13 the court or judge shall also direct a copy of the summons and complaint to be
14 deposited in the post office, directed to the person to be served at the person's
15 place of residence. The service of summons shall be deemed complete in cases
16 of publication at the expiration of 4 weeks from the first publication, and in
17 cases when a deposit of a copy of the summons and complaint in the post office
18 is also required, at the expiration of 4 weeks from such deposit.

19 NRCP 4(e)(1)(i) and (iii)(emphasis added).

20 In the case at bar, the Declaration of Adam P. McMillen, Esq., attached hereto as
21 **Exhibit 1**, and the Complaint on file herein show that a cause of action exists in favor of
22 Plaintiff and against Defendants and that Defendants, each of them, are necessary and proper
23 parties to this action. Moreover, Defendant Reza Zandian no longer resides at his last known
24 address or is intentionally evading service.

25 Likewise, the above facts and attached Summonses and Declaration of Adam P.
26 McMillen, Esq. unequivocally demonstrate that due diligence was exercised by Plaintiff and
27 Plaintiff's process servers in an attempt to personally serve the Defendants at their last known
28 address. In addition, Defendant Reza Zandian's lawyer will not accept service, will not
provide a current address, and states that Reza Zandian does not reside in Nevada. As a result,
Plaintiff now seeks service by publication because Plaintiff does not know Defendants' present
place of residence or employment.

29 III.

30 CONCLUSION

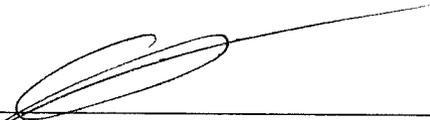
31 Based upon the foregoing, Plaintiff respectfully requests that this Court grant this
32 motion to effectuate service of process by publication and that such service of process be
33

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AFFIRMATION PURSUANT TO NRS 239B.030

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

Dated this 11th day of August, 2011.

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

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, **MOTION TO SERVE BY PUBLICATION**, 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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INDEX OF EXHIBITS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit No.	Title	Number of Pages
1	<i>Declaration</i> Affidavit of Adam P. McMillen	3
2	Returned Summons to Reza Zandian	4
3	Returned Summons to Optima technology Corporation, a California corporation	4
4	Returned Summons to Optima technology Corporation, a Nevada corporation	4
5	January 8, 2010, Letter to John Peter Lee	15
6	August 4, 2011, Letter to John Peter Lee	1
7	August 8, 2011, Letter from John Peter Lee	1
8	Summonses	6

Exhibit 1

Exhibit 1

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 aka**
GOLAMREZA ZANDIANJAZI aka
16 **GHOLAM REZA ZANDIAN aka REZA JAZI**
aka J. REZA JAZI aka G. REZA JAZI aka
17 **GHONONREZA ZANDIAN JAZI, an**
individual, DOE Companies
18 **1-10, DOE Corporations 11-20, and DOE**
19 **Individuals 21-30,**

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

DECLARATION OF ADAM P.
MCMILLEN IN SUPPORT OF
MOTION TO SERVE BY
PUBLICATION

21
22 I, Adam P. McMillen do hereby declare and state as follows:

23 1. I am an associate at the law firm of Watson Rounds located at 5371 Kietzke
24 Lane, Reno, Nevada 89511. I represent the Plaintiff, Jed Margolin, in the above referenced
25 cause of action against the named Defendants, who are necessary parties to this action. This
26 declaration is based upon my personal knowledge, and is made in support of Plaintiff's Motion
27 to Serve by Publication.

28 2. The Complaint in this action was filed on December 11, 2009, and personal

1 service was attempted upon Defendant Reza Zandian (“Zandian”) at his last known address at
2 8401 Bonita Downs Road, Fair Oaks, California 95628 on February 2, 2010 and on
3 Defendants Optima Technology Corporation, a Nevada corporation, and Optima Technology
4 Corporation, a California corporation on March 21, 2010. True and correct copies of the
5 Affidavits of Service are attached hereto as **Exhibit 2, 3, and 4.**

6 3. As we were having difficulty serving Defendant Reza Zandian, the summons
7 and complaint were mailed to Defendants’ attorney, John Peter Lee, on January 8, 2010, and a
8 request for assistance in serving Defendants was made. *See* a true and correct copy of the
9 Letter, dated 1/8/10, from Cassandra Joseph to John Peter Lee, attached hereto as **Exhibit 5.**

10 4. On August 4, 2011, I sent a letter to John Peter Lee requesting that Mr. Lee
11 accept service on behalf of his client, Reza Zandian, and that he provide a current address for
12 Mr. Lee. *See* a true and correct copy of the Letter, dated 8/4/11, from Adam McMillen to John
13 Peter Lee, attached hereto as **Exhibit 6.**

14 5. On August 8, 2011, John Peter Lee sent me a letter stating that he cannot accept
15 service on behalf of Reza Zandian and that he could not give us Zandian’s current address.
16 *See* a true and correct copy of the Letter, dated 8/8/11, from John Peter Lee to Adam
17 McMillen, attached hereto as **Exhibit 7.**

18 6. According to the affidavits attached to the filed summonses, the last known
19 address of Reza Zandian was 8401 Bonita Downs Road, Fair Oaks, California 95628.
20 Apparently Reza Zandian does not live at this address, as manifested by his recent motion to
21 dismiss.

22 7. Affiant does not know the present address of Reza Zandian, or where he resides
23 or where he may be found; and that after due diligence, Reza Zandian cannot be found within
24 the State of Nevada or if he was last known to reside outside of the State of Nevada, that
25 Affiant does not know where he resides, where he may be found and that Affiant has no
26 knowledge, has never been informed, and has no reason to believe that Reza Zandian currently
27 resides in the State of Nevada.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

8. Based upon the fact that process servers cannot personally serve Reza Zandian and that his lawyer, John Peter Lee, will not accept service and will not provide a current address for his client, therefore, Affiant believes that Reza Zandian cannot be found at this time.

9. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated this 11th day of August, 2011.

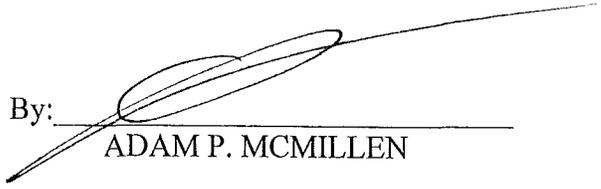
By: 
ADAM P. MCMILLEN

Exhibit 2

Exhibit 2

COPY

No. 090C00579 1B

Dept. I

REC'D & FILED
2010 MAR -9 PM 2:15
ALAN GLOVER
BY J. HANKLER
DEPUTY CLERK

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

SUMMONS

JED MARGOLIN, an individual
Plaintiff,

Optima Technology ^{VS} Corporation, a California corporation,
Optima Technology Corporation, a Nevada corporation, Reza
Zandian aka Golamreza Zandian, Jazi aka Gholam Reza Zandian
aka Reza Jazi aka J. Reza Defendant, 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 THE ABOVE-NAMED DEFENDANT:

NOTICE! YOU HAVE BEEN SUED. 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 has been filed by the plaintiff 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 this Court a written pleading in response to this Complaint.
2. Unless you respond, your default will be entered upon application of the plaintiff, 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

ALAN GLOVER
Clerk of Court
By  Deputy Clerk

Date December 15, 2009, 20

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

RETURN OF SERVICE ON REVERSE SIDE

AFFIDAVIT OF SERVICE
(For General Use)

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } SS.

ROBERT TOTH, declares under penalty of perjury:
That affiant is, and was on the day when he served the within Summons, over 18 years of age, and not a party to, nor interested in, the within action; that the affiant received the Summons on the 22ND day of JANUARY, 20 10, and personally served the same upon REZA ZANDIAN the within named defendant, on the 2ND day of FEBRUARY, 20 10, by delivering to the said defendant, personally, in FAIR OAKS, County of SACRAMENTO, State of CALIFORNIA, a copy of the Summons attached to a copy of the Complaint.

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

Executed this 12TH day of FEBRUARY, 20 10. Robert Toth
Signature of person making service

STATE OF NEVADA }
CARSON CITY } SS.

NEVADA SHERIFF'S RETURN
(For Use of Sheriff of Carson City)

I hereby certify and return that I received the within Summons on the _____ day of _____, 20 ____; and personally served the same upon _____, the within named defendant, on the _____ day of _____, 20 ____, by delivering to the said defendant, personally, in Carson City, State of Nevada, a copy of the Summons attached to a copy of the Complaint.

Sheriff of Carson City, Nevada

Date: _____, 20 ____ By _____ Deputy

STATE OF NEVADA }
COUNTY OF _____ } SS.

AFFIDAVIT OF MAILING
(For Use When Service Is by Publication and Mailing)

_____, declares under penalty of perjury:
That affiant is, and was when the herein described mailing took place, over 18 years of age, and not a party to, nor interested in, the within action; that on the _____ day of _____, 20 ____, affiant deposited in the Post Office at _____, Nevada, a copy of the within Summons attached to a copy of the Complaint, enclosed in a sealed envelope upon which first class postage was fully prepaid, addressed to _____, the within named defendant, at _____; that there is a regular communication by mail between the place of mailing and the place so addressed.

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

Executed this _____ day of _____, 20 ____.

NOTE - If service is made in any manner permitted by Rule 4 other than personally upon the defendant, or is made outside the United States, a special affidavit or return must be made

1 Jed Margolin v. Optima Technology Corp., et al.
Case No. 090C00579 1B
2 Declaration of Robert Toth

3 I, ROBERT TOTH, hereby declare:

4 I am a registered process server for the State of California. I have personal knowledge of
5 the facts contained in this Declaration, and if called as a witness, I could and would competently
6 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

7 I served copies of the Summons and Complaint, on Reza Zandian aka Golamreza
8 Zandianjaza, aka Gholam Reza Zandian, aka Reza Jazi, aka J. Reza Jazi, aka G. Reza Jazi, aka
9 Ghonoureza Zanian Jazi:

10 On January 26, 2010 at 8:43 a.m., I wen to the residence address at 8401 Bonita Downs
11 Road, Fair Oaks, California 95628. There was no answer at the door.

12 On January 28, 2010 at 3:47 p.m., I returned to the residence again, and there was no
13 answer at the door.

14 On January 31, 2010 at 4:13 p.m., I went the residence address, and again there was no
15 answer at the door.

16 On February 2, 2010 at 5:37 p.m., when I returned to the residence address, I observed no
17 lights on, no cars parked, but that the trash was set out.

18 On February 2, 2010 at 7:21 p.m., I returned to the residence address. The door was
19 answered by an elderly man, described as mid to late-60's, middle eastern accent, 5'4" tall, grey
20 hair, long beard, thin, and wearing glasses. I told him I was looking for Reza. I showed him the
21 name on the documents with the various names, and made a motion that he knew one or more of
22 the names. I showed him the photograph that I had. I told him I had legal documents for Reza,
23 and that I would leave it with him. He took the envelope, opened it and saw the documents. He
24 told me that he did not want the papers and that he did not live there. I told him that we had
25 confirmed that was his address. He returned the envelope back. I told him that he needed to
26 make sure that Reza got the paperwork. I put the envelope by the doorway. He picked up the
27 envelope and threw it at me as I was leaving. I left the documents there and again told him that
28 he had been served for Reza.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed this 18th day of February, at Citrus Heights, California.



ROBERT M. TOTH
Registered Process Server

Exhibit 3

Exhibit 3

ORIGINAL
COPY

No. 090C00579 1B

Dept. 1

REC'D & FILED
2010 MAR 26 PM 1:40
ALAN GLOVER
BY ~~C. GLOVER~~ CLERK
DEPUTY

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

add'l
SUMMONS

JED MARGOLIN, an individual

Plaintiff,

vs.

Optima Technology Corporation, a California corporation,
OPTima Technology Corporation, a Nevada corporation, Reza
Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian
aka Reza Jazi aka J. Rez ~~Defendant~~ / Jazi aka G. Reza Jazi
aka Chononreza Zandian Jazi, an individual, DOE Companies
1-10, DOE Corporations 11-20, and DOE Individuals 21-30.

THE STATE OF NEVADA SENDS GREETINGS TO THE ABOVE-NAMED DEFENDANT: Optima
TEchnology Corporation, a California Corporation

**NOTICE! YOU HAVE BEEN SUED. 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 has been filed by the plaintiff 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 this Court a written pleading in response to this Complaint.
2. Unless you respond, your default will be entered upon application of the plaintiff, 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

ALAN GLOVER

Clerk of Court

By

M. Anderson

Deputy Clerk

Date March 9, 20 10

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

RETURN OF SERVICE ON REVERSE SIDE

AFFIDAVIT OF SERVICE
(For General Use)

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } SS.
I SHAWN SARDIA

, declares under penalty of perjury:
That affiant is, and was on the day when he served the within Summons, over 18 years of age, and not a party to, nor interested in, the within action; that the affiant received the Summons on the 19th 20th 5th day of MARCH, 20 10, and personally served the same upon ROZA ZANDIAN, AGENT FOR SERVICE OF PROCESS the within named defendant, on the 21st day of MARCH, 20 10, by delivering to the said defendant, personally, in FAIR OAKS, County of SACRAMENTO, State of CALIFORNIA, a copy of the Summons attached to a copy of the Complaint.

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

Executed this 23rd day of MARCH, 20 10. Shawn I Sardia #SAC-2008-5
Signature of person making service

STATE OF NEVADA }
CARSON CITY } SS.

NEVADA SHERIFF'S RETURN
(For Use of Sheriff of Carson City)

I hereby certify and return that I received the within Summons on the _____ day of _____, 20 ____; and personally served the same upon _____, the within named defendant, on the _____ day of _____, 20 ____, by delivering to the said defendant, personally, in Carson City, State of Nevada, a copy of the Summons attached to a copy of the Complaint.

Sheriff of Carson City, Nevada

Date: _____, 20 ____ By _____ Deputy

STATE OF NEVADA }
COUNTY OF _____ } SS.

AFFIDAVIT OF MAILING
(For Use When Service is by Publication and Mailing)

, declares under penalty of perjury:
That affiant is, and was when the herein described mailing took place, over 18 years of age, and not a party to, nor interested in, the within action; that on the _____ day of _____, 20 ____, affiant deposited in the Post Office at _____, Nevada, a copy of the within Summons attached to a copy of the Complaint, enclosed in a sealed envelope upon which first class postage was fully prepaid, addressed to _____, the within named defendant, at _____; that there is a regular communication by mail between the place of mailing and the place so addressed.

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

Executed this _____ day of _____, 20 ____.

NOTE - If service is made in any manner permitted by Rule 4 other than personally upon the defendant, or is made outside the United States, a special affidavit or return must be made

1 Jed Margolin v. Optima Technology Corporation, et al.
2 Case No. 090C0500679 1B
3 Declaration of Robert Toth

4 I, ROBERT TOTH, hereby declare:

5 I am a registered process server for the State of California. I have personal knowledge of
6 the facts contained in this Declaration, and if called as a witness, I could and would competently
7 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

8 I attempted service of copies of the Summons, Complaint and Order on Reza Zandian,
9 agent for process of service for Optima Technoloy Corp, a California Corp and Optima
10 Technology Corp, A Nevada Corp., as follows:

11 On March 19, 2010 at 4:12 p.m., I went to the residence address at 8401 Bonita Downs
12 Road Fair Oaks, 95628. There was no answer at the door.

13 On March 20, 2010 at 12:07 p.m. There was no answer at the door.

14 At that time, I turned over the documents to an associated, Shawn Sardia.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct, and that this declaration is executed this 23rd day of March, at
17 Citrus Heights, California.

18 
19 _____
20 ROBERT M. TOTH
21 Registered Process Server
22 Sacramento #2000-28
23
24
25
26
27
28

1 Jed Margolin v. Optima Technology Corporation, et al.
Case No. 090C0500679 1B
2 Declaration of Shawn Sardia

3 I, SHAWN SARDIA, hereby declare:

4 I am a registered process server for the State of California. I have personal knowledge of
5 the facts contained in this Declaration, and if called as a witness, I could and would competently
6 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

7 I served copies of the Summons, Complaint and Order on Reza Zandian, agent for
8 process of service for Optima Technology Corp, a California Corp and Optima Technology Corp,
9 A Nevada Corp., as follows:

10 On March 20, 2010 at 10:14 a.m., I went to the residence located at 8401 Bonita Downs
11 Road, Fair Oaks, CA 95628. There was no answer at the door.

12 On March 21, 2010 at 9:45 a.m. I returned to the residence. There was no answer at the
13 door.

14 On March 21, 2010 at 6:45 p.m. I returned to the resident's address. The door was
15 answered by an elderly man, described as mid to late-60's, middle eastern accent; 5'4" tall, grey
16 hair, long beard, thin, wearing glasses and is the subject's father. I told him I had legal documents
17 for Reza Zandian, and that I would leave it with him. He told me he did not want the papers. I put
18 the envelope by the doorway and told him he had been served for Reza. He closed the door.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct, and that this declaration is executed this 23rd day of March, at
21 Citrus Heights, California.

22
23
24
25
26
27
28

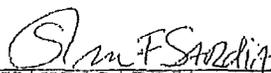

SHAWN SARDIA
Registered Process Server
Sacramento #2008-5

Exhibit 4

Exhibit 4

No. 090C00579 1B

Dept. 1

COPY

REC'D & FILED
2010 MAR 26 PM 1:40
ALAN GLOVER
BY C. COOPER CLERK

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

JED MARGOLIN, an individual

SUMMONS

Plaintiff,

vs.

Optima Technology Corporation, a California corporation,
OPTIMA TECHNOLOGY CORPORATION, a Nevada corporation, Reza
Zandian aka Golanreza Zandianjazi aka Gholam Reza Zandian
aka Reza Jazi aka J. Reza Defendant, Jazi aka G. Reza Jazi
aka Chononreza Zandian Jazi, an individual, DOE Companies
1-10, DOE Corporations 11-20, and DOE Individuals 21-30.

THE STATE OF NEVADA SENDS GREETINGS TO THE ABOVE-NAMED DEFENDANT: Optima
Technology Corporation, a Nevada Corporation

**NOTICE! YOU HAVE BEEN SUED. 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 has been filed by the plaintiff 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 this Court a written pleading in response to this Complaint.
2. Unless you respond, your default will be entered upon application of the plaintiff, 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

ALAN GLOVER
Clerk of Court
By Mazheriwa
Deputy Clerk

Date March 9, 20 10

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

RETURN OF SERVICE ON REVERSE SIDE

AFFIDAVIT OF SERVICE
(For General Use)

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } SS.

I SHAWN SARDIA, declares under penalty of perjury:
That affiant is, and was on the day when he served the within Summons, over 18 years of age, and not a party to, nor interested in, the within action; that the affiant received the Summons on the 19th 20th 5⁶ day of MARCH, 20 10, and personally served the same upon REZA ZANDIAN, AGENT FOR SERVICE OF PROCESS the within named defendant, on the 21st day of MARCH, 20 10, by delivering to the said defendant, personally, in FAIROAKS, County of SACRAMENTO, State of CALIFORNIA, a copy of the Summons attached to a copy of the Complaint.

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

Executed this 23rd day of MARCH, 20 10. Shawn F SARDIA # SAC 2008-5
Signature of person making service

STATE OF NEVADA }
CARSON CITY } SS.

NEVADA SHERIFF'S RETURN
(For Use of Sheriff of Carson City)

I hereby certify and return that I received the within Summons on the _____ day of _____, 20 ____; and personally served the same upon _____, the within named defendant, on the _____ day of _____, 20 ____, by delivering to the said defendant, personally, in Carson City, State of Nevada, a copy of the Summons attached to a copy of the Complaint.

Sheriff of Carson City, Nevada

Date: _____, 20 ____ By _____ Deputy

STATE OF NEVADA }
COUNTY OF _____ } SS.

AFFIDAVIT OF MAILING
(For Use When Service is by Publication and Mailing)

_____, declares under penalty of perjury:
That affiant is, and was when the herein described mailing took place, over 18 years of age, and not a party to, nor interested in, the within action; that on the _____ day of _____, 20 ____, affiant deposited in the Post Office at _____, Nevada, a copy of the within Summons attached to a copy of the Complaint, enclosed in a sealed envelope upon which first class postage was fully prepaid, addressed to _____, the within named defendant, at _____; that there is a regular communication by mail between the place of mailing and the place so addressed.
I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed this _____ day of _____, 20 ____.

NOTE - If service is made in any manner permitted by Rule 4 other than personally upon the defendant, or is made outside the United States, a special affidavit or return must be made.

1 Jed Margolin v. Optima Technology Corporation, et al.
2 Case No. 090C0500679 1B
3 Declaration of Robert Toth

4 I, ROBERT TOTH, hereby declare:

5 I am a registered process server for the State of California. I have personal knowledge of
6 the facts contained in this Declaration, and if called as a witness, I could and would competently
7 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

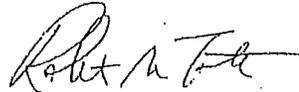
8 I attempted service of copies of the Summons, Complaint and Order on Reza Zandian,
9 agent for process of service for Optima Technoloy Corp, a California Corp and Optima
10 Technology Corp, A Nevada Corp., as follows:

11 On March 19, 2010 at 4:12 p.m., I went to the residence address at 8401 Bonita Downs
12 Road Fair Oaks, 95628. There was no answer at the door.

13 On March 20, 2010 at 12:07 p.m. There was no answer at the door.

14 On March 19, 2010 I turned over a copy of the documents to an associate, Shawn Sardia.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct, and that this declaration is executed this 23rd day of March, at
17 Citrus Heights, California.



18 ROBERT M. TOTH
19 Registered Process Server
20 Sacramento #2000-28
21
22
23
24
25
26
27
28

1 Jed Margolin v. Optima Technology Corporation, et al.
2 Case No. 090C0500679 1B
3 Declaration of Shawn Sardia

4 I, SHAWN SARDIA, hereby declare:

5 I am a registered process server for the State of California. I have personal knowledge of
6 the facts contained in this Declaration, and if called as a witness, I could and would competently
7 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

8 I served copies of the Summons, Complaint and Order on Reza Zandian, agent for
9 process of service for Optima Technology Corp, a California Corp and Optima Technology Corp,
10 A Nevada Corp., as follows:

11 On March 20, 2010 at 10:14 a.m., I went to the residence located at 8401 Bonita Downs
12 Road, Fair Oaks, CA 95628. There was no answer at the door.

13 On March 21, 2010 at 9:45 a.m. I returned to the residence. There was no answer at the
14 door.

15 On March 21, 2010 at 6:45 p.m. I returned to the resident's address. The door was
16 answered by an elderly man, described as mid to late-60's, middle eastern accent, 5'4" tall, grey
17 hair, long beard, thin, wearing glasses and is the subject's father. I told him I had legal documents
18 for Reza Zandian, and that I would leave it with him. He told me he did not want the papers. I put
19 the envelope by the doorway and told him he had been served for Reza. He closed the door.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct, and that this declaration is executed this 23rd day of March, at
22 Citrus Heights, California.

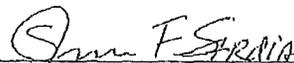
23 
24 SHAWN SARDIA
25 Registered Process Server
26 Sacramento #2008-5
27
28

Exhibit 5

Exhibit 5



January 8, 2010

KELLY G. WATSON ¹
MICHAEL D. ROUNDS ¹
MATTHEW D. FRANCIS ²

ARTHUR A. ZORIO ¹
CASSANDRA P. JOSEPH ¹
MELISSA P. BARNARD
RYAN E. JOHNSON
TARA A. SHIROFF
MATTHEW G. HOLLAND
ADAM P. McMILLEN ²
ELIZA BECHTOLD ⁴
ADAM YOWELL

OF COUNSEL-
MARC D. FOODMAN ^{1,3}

¹ Also licensed in California
² Also licensed in Utah
³ Also licensed in Massachusetts
⁴ Licensed only in California

5371 Klatzko Lane
Reno, Nevada 89511
(775) 324-4100
Fax (775) 333-8171
e-mail: reno@watsonrounds.com

777 North Rainbow Boulevard
Suite 350
Las Vegas, Nevada 89107
(702) 636-4902
Fax (702) 636-4904

One Market Street Tower
Suite 1600
San Francisco, CA 94105
(415) 243-4090
Fax (415) 243-0226

www.watsonrounds.com

Reply to: Reno

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

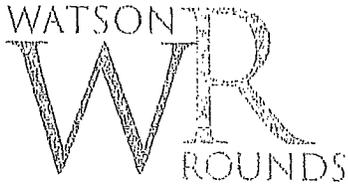
Re: Optima Technology Corporation and Reza Zandian

Dear Mr. Lee:

We represent Mr. Jed Margolin in a case pending in the First Judicial District Court for the State of Nevada in and for Carson City, Case No. 09 0C 00579 1B captioned *Jed Margolin v. Optima Technology Corporation (CA), Optima Technology Corporation (NV), Reza Zandian aka Golanreza Zandianjazi aka aka Gholam Reza Zandian, aka Reza Jazi, aka J. Reza Jazi, aka G. Reza Jazi, aka Ghononreza Zandian Jazi* (the Action). Copies of the summonses and complaint filed in the Action are enclosed.

We understand that at one time you represented one or more of the Defendants named in the Action. We are attempting to effectuate service of the enclosed summonses and complaint on Mr. Zandian and the Defendant entities and have been unsuccessful thus far. Please inform me whether you currently represent Mr. Zandian or the Defendant entities, and if so, whether you will accept service on behalf of any of the Defendants. If you refuse or cannot accept service on behalf of any of the Defendants, please provide any information possible regarding the whereabouts of any of the Defendants. Alternatively, please provide copies of the summonses and complaint to the Defendants.

Please inform me by January 29, 2010 whether or not you will accept service of the summonses and complaint on behalf of any of the Defendants, or whether you



John Peter Lee, Esq.
January 8, 2010
Page 2

will take any other action requested herein. I look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cassandra P. Joseph".

Cassandra P. Joseph
WATSON ROUNDS
A Professional Corporation

COPY

Case No.: D9 DC 00579 1B

Dept. No.: I

REC'D & FILED

2009 DEC 11 PM 4:07

BY MARGLOVER CLERK
STATE
DEPUTY

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

COMPLAINT

(Exemption From Arbitration Requested)

Plaintiff, JED MARGOLIN ("Mr. Margolin"), by and through his counsel of record, 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
2 WHEREFORE, Plaintiff Jed Margolin, prays for judgment against the Defendants as
3 follows:

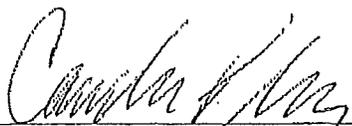
- 4 1. That Plaintiff be awarded damages for Defendants' tortious conduct;
5 2. That Plaintiff be awarded damages for Defendants' unjust enrichment;
6 3. That Plaintiff be awarded damages for Defendants' commission of unfair and
7 deceptive trade practices, in an amount to be proven at trial, with said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

12
13 **AFFIRMATION**

14 Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding
15 document, filed in District Court, does not contain the social security number of any person.
16

17 DATED: December 10, 2009

18 WATSON ROUNDS

19 

20 Matthew D. Francis (6978)
21 Cassandra P. Joseph (9845)
22 WATSON ROUNDS
23 5371 Kietzke Lane
24 Reno, NV 89511
25 Telephone: 775-324-4100
26 Facsimile: 775-333-8171

27 *Attorneys for Plaintiff Jed Margolin*
28

Exhibit 1

Exhibit 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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;

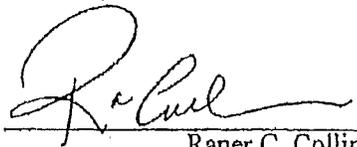
13 3. The USPTO is to correct its records with respect to any claim by Optima
14 Technology Corporation to the Patents and/or the Power of Attorney; and

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
24
25
26
27
28



Raner C. Collins
United States District Judge

ORIGINAL

No. 090C00579 1B

Dept. I

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

SUMMONS

JED MARGOLIN, an individual
Plaintiff,

Optima Technology ^{VS} 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 Defendant, 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 THE ABOVE-NAMED DEFENDANT:

NOTICE! YOU HAVE BEEN SUED. 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 has been filed by the plaintiff 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 this Court a written pleading in response to this Complaint.
2. Unless you respond, your default will be entered upon application of the plaintiff, 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

ALAN GLOVER
Clerk of Court

By  Deputy Clerk

Date December 15, 2009, 20

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

RETURN OF SERVICE ON REVERSE SIDE

ORIGINAL

No. 090C00579 1B

Dept. I

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

Add /
SUMMONS

JED MARGOLIN, an individual
Plaintiff,

Optima Technology ^{VS.} Corporation, a California corporation,
Optima Technology Corporation, a Nevada corporation, Reza
Zandian aka Golanreza Zandianjazi aka Gholam Reza Zandian
aka Reza Jazi aka J. Reza Defendant, 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 THE ABOVE-NAMED DEFENDANT:

NOTICE! YOU HAVE BEEN SUED. 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 has been filed by the plaintiff 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 this Court a written pleading in response to this Complaint.
2. Unless you respond, your default will be entered upon application of the plaintiff, 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

ALAN GLOVER

Clerk of Court

By

Deputy Clerk

Date December 15, 2009 ~~14~~, 2009

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

RETURN OF SERVICE ON REVERSE SIDE

ORIGINAL

No. 090C00579 1B

Dept. I

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

Add'l
SUMMONS

JED MARGOLIN, an individual
Plaintiff,

Optima Technology ^{vs.} 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 ~~Defendant,~~ Jazi aka G. Reza Jazi
~~aka Ghonoreza 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 THE ABOVE-NAMED DEFENDANT:

NOTICE! YOU HAVE BEEN SUED. 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 has been filed by the plaintiff 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 this Court a written pleading in response to this Complaint.
2. Unless you respond, your default will be entered upon application of the plaintiff, 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

ALAN GLOVER

Clerk of Court

By 

Deputy Clerk

Date December 15, 2009, 20

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

RETURN OF SERVICE ON REVERSE SIDE

Exhibit 6

Exhibit 6



August 4, 2011

KELLY G. WATSON¹
MICHAEL D. ROUNDS¹
MATTHEW D. FRANCIS²

ARTHUR A. ZORIO¹
MELISSA P. BARNARD
RYAN E. JOHNSON
MATTHEW G. HOLLAND
ADAM P. McMILLEN²
ADAM YOWELL
VINH PHAM²

OF COUNSEL-
MARC D. FOODMAN^{1,3}
STEVEN T. POLIKALAS^{1,4}

¹ Also licensed in California
² Also licensed in Utah
³ Also licensed in Massachusetts
⁴ Also licensed in Tennessee
⁵ Licensed only in California

5371 Kleitzke Lane
Reno, Nevada 89511
(775) 324-4100
Fax (775) 333-8171
e-mail: reno@watsonrounds.com

777 North Rainbow Boulevard
Suite 350
Las Vegas, Nevada 89107
(702) 636-4902
Fax (702) 636-4904

One Market-Stewart Tower
Suite 1600
San Francisco, CA 94105
(415)243-4090
Fax (415)243-0226

www.watsonrounds.com

Reply to: Reno

VIA FACSIMILE ONLY: 702-383-9950

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

Re: First Judicial District Court Case No. 090C00579

Dear Mr. Lee:

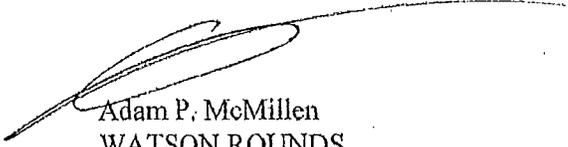
We are in receipt of and have reviewed the Order setting aside Jed Margolin's default judgment against your client in the above referenced matter. Also in the order is a 90 day time period from August 3, 2011 to properly effectuate service on your client.

Please allow this letter to serve as a formal demand that you accept service on behalf of your client, Reza Zandian. Also, it is demanded that you provide us with a current address for your client. It is demanded that you agree to accept service and provide this information to my office by 5:00 p.m. on August 8, 2011.

If you do not agree to accept service on behalf of your client and if you are not willing to provide his current address, please explain why so that we can properly serve your client in this case.

I look forward to your professional cooperation in this matter.

Regards,



Adam P. McMillen
WATSON ROUNDS
A Professional Corporation

Exhibit 7

Exhibit 7

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH
LAS VEGAS, NEVADA 89101
TELEPHONE (702) 382-4044
FACSIMILE (702) 383-9950
E-MAIL: info@johnpeterlee.com

August 8, 2011

Fax: (702) 333-8171

Adam P. McMillan
WATSON ROUNDS
A Professional Corporation
777 North Rainbow Boulevard
Suite 350
Las Vegas, Nevada 89511

Re: First Judicial District Court Case No. 090C00579

Dear Mr. McMillan:

Your letter of August 4, 2011, is acknowledged. Our response is as follows:

We cannot accept service, nor can we give you Reza Zandian's current address. Except to indicate that he does not reside in Nevada at the present time and is not subject to the jurisdiction of the courts of this State within the provisions of the litigation commenced by your firm involving an Arizona judgment which cannot be domesticated in Nevada,

Yours truly,

JOHN PETER LEE, LTD.

Dictated but not read

John Peter Lee, Esq.

JPL/mh

Exhibit 8

Exhibit 8

No. 090C00579 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,

SUMMONS

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.

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 Kletzke Lane
Reno, Nevada 89511

ALAN GLOVER
Clerk of Court

By _____
Deputy Clerk

Date _____, 20__.

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

RETURN OF SERVICE ON REVERSE SIDE

**AFFIDAVIT OF SERVICE
(For General Use)**

STATE OF _____ }
COUNTY OF _____ } SS.

_____, declares under penalty of perjury:
That affiant is, and was on the day when he served the within Summons, over 18 years of age, and not a party to, nor interested
in, the within action; that the affiant received the Summons on the _____ day of _____, 20____,
and personally served the same upon _____
the within named defendant, on the _____ day of _____, 20____, by delivering to the said defendant,
personally, in _____, County of _____, State of _____,
a copy of the Summons attached to a copy of the Complaint.

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

Executed this _____ day of _____, 20____. _____
Signature of person making service

STATE OF NEVADA }
CARSON CITY } SS.

**NEVADA SHERIFF'S RETURN
(For Use of Sheriff of Carson City)**

I hereby certify and return that I received the within Summons on the _____ day of _____, 20____,
and personally served the same upon _____, the within named defendant,
on the _____ day of _____, 20____, by delivering to the said defendant, personally, in Carson City,
State of Nevada, a copy of the Summons attached to a copy of the Complaint.

Sheriff of Carson City, Nevada

Date: _____, 20____ By _____
Deputy

STATE OF NEVADA }
COUNTY OF _____ } SS.

**AFFIDAVIT OF MAILING
(For Use When Service Is by Publication and Mailing)**

_____, declares under penalty of perjury:
That affiant is, and was when the herein described mailing took place, over 18 years of age, and not a party to, nor interested
in, the within action; that on the _____ day of _____, 20____, affiant deposited in the Post Office at
_____, Nevada, a copy of the within Summons attached to a copy of the Complaint, enclosed in a sealed envelope
upon which first class postage was fully prepaid, addressed to _____,
the within named defendant, at _____;
that there is a regular communication by mail between the place of mailing and the place so addressed.

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

Executed this _____ day of _____, 20____.

NOTE - If service is made in any manner permitted by Rule 4 other than personally upon the defendant, or is made
outside the United States, a special affidavit or return must be made.

No. 090C00579 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,

SUMMONS

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. /

THE STATE OF NEVADA SENDS GREETINGS TO: OPTIMA TECHNOLOGY CORPORATION, a Nevada 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 _____

Deputy Clerk

Date _____, 20__

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

RETURN OF SERVICE ON REVERSE SIDE

**AFFIDAVIT OF SERVICE
(For General Use)**

STATE OF _____ }
COUNTY OF _____ } SS.

_____, declares under penalty of perjury:
That affiant is, and was on the day when he served the within Summons, over 18 years of age, and not a party to, nor interested
in, the within action; that the affiant received the Summons on the _____ day of _____, 20____,
and personally served the same upon _____
the within named defendant, on the _____ day of _____, 20____, by delivering to the said defendant,
personally, in _____, County of _____, State of _____,
a copy of the Summons attached to a copy of the Complaint.

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

Executed this _____ day of _____, 20____. _____
Signature of person making service

STATE OF NEVADA }
CARSON CITY } SS.

**NEVADA SHERIFF'S RETURN
(For Use of Sheriff of Carson City)**

I hereby certify and return that I received the within Summons on the _____ day of _____, 20____,
and personally served the same upon _____, the within named defendant,
on the _____ day of _____, 20____, by delivering to the said defendant, personally, in Carson City,
State of Nevada, a copy of the Summons attached to a copy of the Complaint.

Sheriff of Carson City, Nevada

Date: _____, 20____ By _____ Deputy

STATE OF NEVADA }
COUNTY OF _____ } SS.

**AFFIDAVIT OF MAILING
(For Use When Service Is by Publication and Mailing)**

_____, declares under penalty of perjury:
That affiant is, and was when the herein described mailing took place, over 18 years of age, and not a party to, nor interested
in, the within action; that on the _____ day of _____, 20____, affiant deposited in the Post Office at
_____, Nevada, a copy of the within Summons attached to a copy of the Complaint, enclosed in a sealed envelope
upon which first class postage was fully prepaid, addressed to _____,
the within named defendant, at _____;
that there is a regular communication by mail between the place of mailing and the place so addressed.

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

Executed this _____ day of _____, 20____.

NOTE - If service is made in any manner permitted by Rule 4 other than personally upon the defendant, or is made
outside the United States, a special affidavit or return must be made.

No. 090C00579 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,

SUMMONS

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. /

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 _____

Deputy Clerk

Date _____, 20__

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

RETURN OF SERVICE ON REVERSE SIDE

AFFIDAVIT OF SERVICE
(For General Use)

STATE OF _____ }
COUNTY OF _____ } SS.

_____, declares under penalty of perjury:
That affiant is, and was on the day when he served the within Summons, over 18 years of age, and not a party to, nor interested in, the within action; that the affiant received the Summons on the _____ day of _____, 20____, and personally served the same upon _____ the within named defendant, on the _____ day of _____, 20____, by delivering to the said defendant, personally, in _____, County of _____, State of _____, a copy of the Summons attached to a copy of the Complaint.
I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed this _____ day of _____, 20____. _____
Signature of person making service

STATE OF NEVADA }
CARSON CITY } SS.

NEVADA SHERIFF'S RETURN
(For Use of Sheriff of Carson City)

I hereby certify and return that I received the within Summons on the _____ day of _____, 20____, and personally served the same upon _____, the within named defendant, on the _____ day of _____, 20____, by delivering to the said defendant, personally, in Carson City, State of Nevada, a copy of the Summons attached to a copy of the Complaint.

Sheriff of Carson City, Nevada

Date: _____, 20____ By _____
Deputy

STATE OF NEVADA }
COUNTY OF _____ } SS.

AFFIDAVIT OF MAILING
(For Use When Service Is by Publication and Mailing)

_____, declares under penalty of perjury:
That affiant is, and was when the herein described mailing took place, over 18 years of age, and not a party to, nor interested in, the within action; that on the _____ day of _____, 20____, affiant deposited in the Post Office at _____, Nevada, a copy of the within Summons attached to a copy of the Complaint, enclosed in a sealed envelope upon which first class postage was fully prepaid, addressed to _____, the within named defendant, at _____; that there is a regular communication by mail between the place of mailing and the place so addressed.
I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed this _____ day of _____, 20____.

NOTE - If service is made in any manner permitted by Rule 4 other than personally upon the defendant, or is made outside the United States, a special affidavit or return must be made.

ORIGINAL

REC'D & FILED

2011 SEP 27 PM 5:02

ALAN GLOVER

BY  CLERK 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

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

[PROPOSED] AMENDED ORDER
ALLOWING SERVICE BY
PUBLICATION

21
22 Plaintiff Jed Margolin has sought the Order of this Court allowing service by publication
23 as against Defendants Optima Technology Corporation, a California corporation, Optima
24 Technology Corporation. a Nevada corporation, and Reza Zandian, aka Golamreza Zandianjazi,
25 aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza
26 Zandian Jazi, for up to four weeks following the issuance thereof.

27 This Court has reviewed all pleadings and papers on file herein and is fully informed
28 concerning all relevant facts and issues. IT IS THEREFORE ORDERED AS FOLLOWS:

1 Service of process as against Defendants may be made by publication by publishing such
2 Summons in the San Diego Union-Tribune, the Reno Gazette-Journal, and the Las Vegas
3 Review Journal for a period of four weeks and said publication to occur at least once a week
4 during said time.

5
6 IT IS SO ORDERED:

7 Dated: September 27, 2011


DISTRICT COURT JUDGE

8
9
10
11
12
13
14
15
16
17 SUBMITTED BY:


18
19 Adam P. McMillen (10678)
WATSON ROUNDS
5371 Kietzke Lane
20 Reno, NV 89511
21 Telephone: 775-324-4100
Facsimile: 775-333-8171

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

REC'D & FILED
2011 DEC -5 PM 4:00
ALAN GLOVER
V. GUTIERREZ CLERK
DEPT 011

5
6
7 **In The First Judicial District Court of the State of Nevada**
8 **In and for Carson City**

9 **JED MARGOLIN, an individual,**

10 **Plaintiff,**

11 **vs.**

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

23 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

OPPOSITION TO MOTION TO
DISMISS

24 COMES NOW Plaintiff Jed Margolin and hereby files this opposition to Defendant
25 Reza Zandian's ("Zandian") motion to dismiss the amended complaint on a special appearance
26 and in the alternative for leave to amend the complaint. This opposition is based on the
27 following Memorandum of Points and Authorities and all pleadings, motions, and papers on
28 file herein.

///

///

///

1 Zandian. Plaintiff then filed and served a Notice of Entry of Default on Zandian on December
2 7, 2010 and on his last known attorney on December 16, 2010.

3 On February 25, 2011, Plaintiff filed in this Court and served a certificate of service
4 indicating that the application for entry of default against Zandian was sent to attorney John
5 Peter Lee. On February 28, 2011, Plaintiff filed an application for default judgment against
6 Defendants Zandian, Optima Technology Corporation, a California Corporation, and Optima
7 Technology Corporation, a Nevada Corporation.

8 On March 1, 2011, a default judgment was entered against Zandian and the other
9 defendants for \$121,594.46. On March 7, 2011, notice of entry of that default was filed and
10 served by mail on Zandian and his counsel.

11 On June 9, 2011, Zandian filed a motion to dismiss and to set aside the default. On
12 August 3, 2011, this Court set aside the default, denied the motion to dismiss without prejudice
13 and granted Plaintiff ninety (90) days from August 3, 2011 to properly effectuate service of the
14 Complaint and Summons and/or an Amended Complaint.

15 On September 27, 2011, this Court ordered that service of process against Defendants
16 be made by publication in the San Diego Union-Tribune, the Reno Gazette-Journal and the Las
17 Vegas Review Journal. As reflected in the affidavits of service filed on November 7, 2011,
18 Defendants were served by publication in the San Diego Union-Tribune (09/23/2011;
19 09/30/2011; 10/07/2011; 10/14/2011), the Reno Gazette-Journal (09/16/2011; 09/23/2011;
20 09/30/2011; 10/07/2011) and the Las Vegas Review Journal (10/07/2011; 10/14/2011;
21 10/21/2011; 10/28/2011).

22 III. ARGUMENT

23 **A. DEFENDANT'S MOTION TO DISMISS CITES MATTERS OUTSIDE** 24 **THE PLEADINGS AND THUS THE MOTION SHOULD BE TREATED** 25 **AS A MOTION FOR SUMMARY JUDGMENT**

26 "If a motion to dismiss for failure to state a claim upon which relief can be granted has
27 been filed, and matters outside the pleading are presented to and not excluded by the trial
28 court, the motion shall be treated as a motion for summary judgment." *Kellar v. Snowden*, 87
Nev. 488, 491-92, 489 P.2d 90, 92-93 (1971). In this case, Defendant Zandian has presented

1 matters outside the Amended Complaint and if the Court does not exclude those matters then
2 Zandian's motion must be treated as a motion for summary judgment.

3 For example, Defendant Zandian references the Arizona default judgment to argue that
4 he was not a part of the Arizona action. *See* Zandian's Motion to Dismiss, Exhibit B, and 3:15
5 and 3:22-23. Another example is where Defendant Zandian argues that he was not served in
6 the Arizona action and Zandian cites the docket of the Arizona action for support of this
7 argument. *Id.* at 4:26-27, citing Exhibit C (which is the docket of the Arizona action).

8 As a result of Zandian's citation to matters outside of the pleadings, the motion to
9 dismiss should be treated as a motion for summary judgment.

10 **B. LEGAL STANDARD FOR SUMMARY JUDGMENT UNDER NRCP 56**

11 Summary judgment under NRCP 56 may not be used as a shortcut to resolving
12 disputes regarding material facts. *Parmana v. Petricciani*, 70 Nev. 427, 436, 272 P.2d 492
13 (1954), *abrogated on other grounds by Wood v. Safeway, Inc.*, 121 Nev. 724, 121 P.3d 1026
14 (2005).

15 A court "should exercise great care in granting motions for summary judgment". *Short*
16 *v. Hotel Riviera, Inc.*, 79 Nev. 94, 103, 378 P.2d 979, 984 (1963). NRCP 56 authorizes
17 summary judgment only where the moving party is entitled to judgment as a matter of law and
18 no genuine issue remains for trial. *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026,
19 1031 (2005). All evidence favorable to the party against whom summary judgment was
20 rendered will be accepted as true. *Bowyer v. Davidson*, 94 Nev. 718, 720, 584 P.2d 686, 687
21 (1978). The pleadings and other proof must be construed in a light most favorable to the
22 nonmoving party. *Wood v. Safeway, Inc.*, 121 Nev. 724, 732, 121 P.3d 1026, 1031 (2005).

23 **C. MATERIAL ISSUES OF FACT EXIST AS TO DEFENDANT**
24 **ZANDIAN'S INVOLVEMENT IN THE UNDERLYING FRAUDULENT**
25 **ASSIGNMENT**

26 Applying the legal standard for summary judgment to the pleadings and other proof
27 attached to Zandian's motion to dismiss, and/or submitted in this action, material issues of fact
28 plainly exist as to whether or not Defendants, including Zandian in his personal capacity,
executed and filed fraudulent documents with the United States Patent and Trademark Office

1 (“PTO”), among other issues that have caused Plaintiff Margolin’s damages. Zandian has
2 provided no undisputed fact that he was not personally involved in signing the fraudulent
3 documents. He merely argues that he was not involved. Clearly, a material issue of fact exists
4 with that issue alone.

5 **D. IN THE ALTERNATIVE, ADDITIONAL DISCOVERY IS REQUIRED**
6 **PURSUANT TO NRCP 56(f)**

7 In the alternative that the above is not sufficient to defeat the instant motion for
8 summary judgment, it should still be denied based upon the complete lack of discovery in this
9 matter.

10 NRCP 56(f) provides in pertinent part:

11 Should it appear from the affidavits of a party opposing the motion that the
12 party cannot for reasons stated present by affidavit facts essential to justify the
13 party’s opposition, the court may refuse the application for judgment or may
14 order a continuance to permit affidavits to be obtained or depositions to be
15 taken or discovery to be had or may make such other order as is just. *Id.*

16 “NRCP 56(f) permits a district court to grant a continuance when a party opposing a
17 motion for summary judgment is unable to marshal facts in support of its opposition. A district
18 court’s decision to refuse such a continuance is reviewed for abuse of discretion.” *Aviation*
19 *Ventures, Inc. v. Joan Morris, Inc.*, 121 Nev. 113, 117-18, 110 P.3d 59, 62 (2005). In
20 addition:

21 In *Halimi v. Blacketor*, this court concluded that a district court had abused its
22 discretion when it denied an NRCP 56(f) motion for a continuance and granted
23 summary judgment in a case where the complaint had been filed only a year
24 before summary judgment was granted. This court noted that summary
25 judgment is improper when a party seeks additional time to conduct discovery
26 to compile facts to oppose the motion. Furthermore, this court held that when
27 no dilatory motive was shown, it was an abuse of discretion to refuse a request
28 for further discovery at such an early stage in the proceedings.

29 *Aviation Ventures, Inc.*, 121 Nev. at 118, 110 P.3d at 62 (citations omitted).

30 In addition, Nevada courts regularly consult the Federal Rules of Civil Procedure in
31 interpreting the Nevada rules. *See for example AA Primo Builders, LLC v. Washington*, 245
32 P.3d 1190, 1193 (Nev. 2010). The case law interpreting the federal counterpart of NRCP 56(f)
33 states in part as follows:

1 Rule 56(f) “provides a device for litigants to avoid summary judgment when they have
2 not had sufficient time to develop affirmative evidence.” *Seville Classics, Inc. v. Meskill*
3 *Enterprises, LLC.*, 2005 WL 6141289, *1 (C.D. Cal. 2005)(granting plaintiff’s application for
4 ex parte order under Rule 56(f) denying defendant’s motion for summary judgment), quoting
5 *United States v. Kitsap Physicians Serv.*, 314 F.3d 995, 1000 (9th Cir. 2002). The purpose of
6 Rule 56(f) is to serve as a safeguard against an improvident or premature grant of summary
7 judgment. 10B Charles A. Wright, Arthur R. Miller, *Federal Practice and Procedure* 3d, §
8 2740 (2009)(citations omitted). As such, courts have held that technical rulings regarding
9 Rule 56(f) are improper and the Rule “should be applied with a spirit of liberality.” *Id.*

10 “Rule 56(f) motions ‘should be granted almost as a matter of course unless the
11 nonmoving party has not diligently pursued discovery of the evidence.’” *Caldwell v.*
12 *Roseville Joint Union High School District*, 2006 WL 3747288, *1 (E. D. Cal.
13 2006)(quotations omitted – granting Rule 56(f) ex parte application for continuance).

14 Thus, under NRCP 56(f), a motion for summary judgment should be denied if it
15 appears that additional discovery will assist in developing the facts of the case. Clearly,
16 discovery in the form of written discovery and especially the taking of the depositions of the
17 parties and the fact witnesses (if any), will not only assist in developing the facts of the case
18 but will likely establish unequivocally whether or not Defendants, including Zandian in his
19 personal capacity, were responsible for the filing of the fraudulent documents with the PTO
20 and caused the Plaintiff’s damages.

21 No discovery has been conducted to date as no answer to the complaint or the amended
22 complaint has been filed by Defendants. *McMillen Aff.*, ¶ 31. The written discovery and
23 deposition discovery that will assist in developing the facts of this case and will establish
24 whether Defendants are liable or not for the causes of action filed by Plaintiff is as follows:

25 Discovery needs to be done regarding Zandian’s contention that he never acted in his
26 individual capacity in such a way to cause a justiciable injury to the Plaintiff, as outlined on
27 page 3, lines 20-21 of Zandian’s motion to dismiss (see also page 4, lines 6-7). *McMillen*
28 *Aff.*, ¶ 32. Discovery into all aspects of the Plaintiff’s claims in this matter needs to be

1 accomplished. *Id.* at ¶ 33. The deposition of Defendant Reza Zandian, and written discovery,
2 needs to be undertaken in order to determine his residency and contacts with the State of
3 Nevada for jurisdictional purposes and issues related to his role in forging the assignment
4 documents, among other issues. *Id.* at ¶ 34. Discovery needs to be done regarding issues
5 related to Plaintiff's claims, including whether or not Defendant Zandian acted in his personal
6 capacity in such a way to cause a justiciable injury to Plaintiff. *Id.* at ¶ 35. Discovery needs to
7 be done regarding the Plaintiff's damages. *Id.* at ¶ 36. Discovery into the Defendants' claims
8 and defenses needs to been done. *Id.* at ¶ 37.

9 The above referenced discovery will assist in developing the facts of this case,
10 therefore, pursuant to NRCPC 56(f), Defendant Zandian's motion to dismiss/summary judgment
11 should be denied. *Id.* at ¶ 38.

12 Therefore, it is respectfully requested in the alternative that the instant motion be
13 denied so that additional discovery can take place.

14 **E. DEFENDANTS HAVE BEEN PROPERLY SERVED WITH THE**
15 **SUMMONS AND COMPLAINT**

16 NRCPC 4(e)(1)(i) allows service by publication when the person on whom service is to
17 be made resides out of the state, or has departed from the state, or cannot, after due diligence,
18 be found within the state, or by concealment seeks to avoid service, and a cause of action
19 exists against the person to whom service is to be made and is a necessary party. In addition,
20 NRCPC 4(e)(1)(iii) commands as follows:

21 The order shall direct the publication to be made in a newspaper, **published in**
22 **the State of Nevada**, to be designated by the court or judge thereof, for a
23 period of 4 weeks, and at least once a week during said time. In addition to in-
24 state publication, where the present residence of the defendant is unknown **the**
25 **order may also direct that publication be made in a newspaper published**
outside the State of Nevada whenever the court is of the opinion that such
publication is necessary to give notice that is reasonably calculated to give a
defendant actual notice of the proceedings.

26 NRCPC 4(e)(1)(iii)(emphasis added).

27 In this case, the complaint was filed on December 11, 2009. Plaintiff attempted to
28 serve Defendants at their last-known residential and/or business address of 8401 Bonita

1 Downs Road, Fair Oaks, California 95628. As Plaintiff was having difficulty serving Zandian,
2 the summons and complaint were mailed to Zandian's attorney, John Peter Lee, on January 8,
3 2010, and a request for assistance in serving Zandian was made. *See* Letter, dated 1/8/10,
4 from Cassandra Joseph to John Peter Lee, attached hereto as **Exhibit 3**.³ Moreover, an attempt
5 at personal service of Zandian occurred on February 2, 2010 in Fair Oaks, California.

6 On August 4, 2011, Adam McMillen sent a letter to John Peter Lee requesting that Mr.
7 Lee accept service on behalf of his client, Reza Zandian. *See* Letter, dated 8/04/11, from
8 Adam McMillen to John Peter Lee, attached hereto as **Exhibit 4**. Mr. McMillen also
9 requested that Mr. Lee provide a current address for Reza Zandian. *Id.*

10 On August 8, 2011, Mr. Lee sent Mr. McMillen a letter stating as follows:

11 We cannot accept service, nor can we give you Reza Zandian's current address.
12 Except to indicate that he **does not reside** in Nevada **at the present time** and is
13 not subject to the jurisdiction of the courts of this State within the provisions of
14 the litigation commenced by your firm involving an Arizona judgment which
15 cannot be domesticated in Nevada.

16 *See* Letter, dated 8/8/11, from John Peter Lee to Adam McMillen, attached hereto as **Exhibit 5**
17 (emphasis added). Mr. Lee was unwilling to assist the Plaintiff in serving his client.

18 Nevertheless, as stated above, all three Defendants were served by publication prior to
19 November 2011. Therefore, all three Defendants have been served with the summons and
20 complaint and were given proper notice of this lawsuit.

21 **F. ZANDIAN'S BUSINESS ACTIVITIES AND PROPERTY HOLDINGS ARE
22 SUBSTANTIAL, CONTINUOUS AND SYSTEMATIC, AND HE SHOULD BE
23 DEEMED PRESENT IN THE FORUM**

24 Nevada's long arm statute states as follows:

- 25 1. A court of this state may exercise jurisdiction over a party to a civil action
26 on any basis not inconsistent with the Constitution of this state or the
27 Constitution of the United States.
- 28 2. Personal service of summons upon a party outside this state is sufficient to
confer upon a court of this state jurisdiction over the party so served if the
service is made by delivering a copy of the summons, together with a copy of

³ John Peter Lee never responded to Cassandra Joseph's request for assistance in serving Zandian and the Defendant entities. At least, Mr. Lee never responded until well after the default was entered by filing the instant motion, even though he represented Zandian prior to this action.

1 the complaint, to the party served in the manner provided by statute or rule of
2 court for service upon a person of like kind within this state.

3 3. The method of service provided in this section is cumulative, and may be
4 utilized with, after or independently of other methods of service.

5 NRS 14.065(1)-(3).

6 In addition, in Nevada, “[t]here are two types of personal jurisdiction: general and
7 specific.” *Baker v. Eighth Judicial Dist. Court ex rel. County of Clark*, 116 Nev. 527, 532,
8 999 P.2d 1020, 1023 (2000). “General jurisdiction is required in matters where a defendant is
9 held to answer in a forum for causes of action unrelated to his forum activities.” *Baker v.*
10 *Eighth Judicial Dist. Court ex rel. County of Clark*, 116 Nev. 527, 532, 999 P.2d 1020, 1023
11 (2000). “General jurisdiction over a nonresident will lie where the nonresident's activities in
12 the forum are ‘substantial’ or ‘continuous and systematic.’” *Id.* Said another way, “General
13 jurisdiction over the defendant ‘is appropriate where the defendant's forum activities are so
14 “substantial” or “continuous and systematic” that [he] may be deemed present in the forum.”
15 *Freeman v. Second Judicial Dist. Court ex rel. County of Washoe*, 116 Nev. 550, 553, 1 P.3d
16 963, 965 (2000).

17 In addition, the following citation acknowledges that there must be minimum contacts
18 for the Court to exercise jurisdiction over a nonresident and states that owning property or
19 doing business within the state is enough to confer jurisdiction:

20 We acknowledged in *Metal-Matic, Inc. v. 8th Judicial District Court*, 82 Nev.
21 263, 415 P.2d 617 (1966), citing therein *International Shoe Co. v. State of*
22 *Washington*, 326 U.S. 310, 66 S.Ct. 154, 90 L.Ed. 95 (1945); *McGee v.*
23 *International Life*, 355 U.S. 220, 78 S.Ct. 199, 2 L.Ed.2d 223 (1957); and
24 *Hanson v. Denckla*, 357 U.S. 235, 78 S.Ct. 1228, 2 L.Ed.2d 1283 (1958), that
25 since *Pennoyer v. Neff*, 5 Otto 714, 95 U.S. 714, 24 L.Ed. 565 (1877), a
26 jurisdictional evolution has been taking place to such extent that the old
27 jurisdictional landmarks have been left far behind so that in many instances
28 states may now properly exercise jurisdiction over nonresidents not amenable
to service within their borders. The point has not been reached, however, where
state boundaries are not without significance. There must still be some
‘affiliating’ circumstances without which the courts of the state may not
entertain jurisdiction. *Hanson v. Denckla*, supra. Each case depends upon its
own circumstances, but while we adhere to the generalities of ‘minimal
contact,’ that contact must be of significance. **In this case it must amount to
owning property or doing business within this state.**

McCulloch Corp. v. O'Donnell, 83 Nev. 396, 398, 433 P.2d 839, 840 (1967) (emphasis added).

1 In this case, Zandian owns property and does business within the state. In fact, as
2 detailed below, Zandian's forum activities are so "substantial" or "continuous and systematic"
3 that he may be deemed present in the forum and therefore general jurisdiction is appropriate.

4 Zandian owns real property throughout Nevada. He owns two parcels in Clark County
5 (30 acres combined).⁴ He owns 10 parcels in Washoe County ((APN: 79-150-09: 560
6 acres)(APN: 079-150-10: 639 acres)(APN: 079-150-13: 560 acres)(APN: 084-040-02: 627
7 acres)(APN: 084-040-04: 640 acres)(APN: 084-040-06: 633 acres)(APN: 084-040-10: 390
8 acres)(APN 084-130-07: 275 acres)(APN: 79-150-12:160 acres)).⁵ He owns and/or is partial
9 owner of 6 parcels in Lyon County (330.20 acres combined).⁶ He is part owner of two parcels
10 in Churchill County (56.75 acres combined).⁷ He is part owner of one parcel in Elko County
11 (17.6 acres).⁸ It is unknown at this time if he owns other property in other names or through
12 other entities.

13 With regards to doing business within Nevada, Zandian is a managing member of
14 Johnson Spring Water Company LLC, a Nevada LLC.⁹ Zandian is a managing member of
15 Wendover Project L.L.C., a Nevada LLC.¹⁰ Zandian is or was recently a manager of 11000
16 Reno Highway, Fallon, LLC, a Nevada LLC.¹¹ Currently, 11000 Reno Highway, Fallon, LLC
17 is listed as the owner of 640 acres of real property in Churchill County.¹²

18 Zandian is or was recently a managing member and registered agent of Misfits
19 Development LLC, a Nevada LLC.¹³ Zandian is or was recently a managing member and
20
21

22 ⁴ See Zandian's Clark County property information, attached hereto as **Exhibit 6**.

23 ⁵ See Zandian's Washoe County property information, attached hereto as **Exhibit 7**.

24 ⁶ See Zandian's Lyon County property information, attached hereto as **Exhibit 8**.

25 ⁷ See Zandian's Churchill County property information, attached hereto as **Exhibit 9**.

26 ⁸ See Zandian's Elko County property information, attached hereto as **Exhibit 10**.

27 ⁹ See Zandian's manager information for Johnson Spring Water Company LLC, attached hereto as **Exhibit 11**.

28 ¹⁰ See Zandian's manager information for Wendover Project L.L.C., attached hereto as **Exhibit 12**.

¹¹ See Zandian's manager information for 11000 Reno Highway, Fallon, L.L.C., attached hereto as **Exhibit 13**.

¹² See 11000 Reno Highway, Fallon, LLC's Churchill County property information, attached hereto as **Exhibit 14**.

¹³ See Zandian's managing member and resident agent information for Misfits Development LLC, attached hereto as **Exhibit 15**.

1 registered agent of Elko North 5th Avenue, LLC, a Nevada LLC.¹⁴ Zandian is a managing
2 member and registered agent for Stagecoach Valley LLC, an active Nevada LLC.¹⁵

3 Zandian acted as the resident agent for a revoked Nevada limited liability company
4 named Rock and Royalty LLC, where Zandian's resident agent address was 1401 S. Las
5 Vegas Boulevard, Las Vegas, Nevada 89104.¹⁶ Zandian was a managing member of Gold
6 Canyon Development LLC, a Nevada LLC that is now in default status.¹⁷ Zandian was a
7 managing member of High Tech Development LLC, a Nevada LLC that has been dissolved.¹⁸
8 Zandian was a managing member of Lyon Park Development LLC, a Nevada LLC that has
9 been dissolved.¹⁹ Zandian was a managing member of Churchill Park Development LLC, a
10 Nevada LLC that has been dissolved.²⁰ Zandian was a manager of Sparks Village LLC, a
11 Nevada LLC that is in default status.²¹ Zandian was president, secretary, treasurer, director
12 and resident agent of Optima Technology Corporation, a now revoked Nevada close
13 corporation.²² Zandian was a managing member of I-50 Plaza LLC, a Nevada LLC in default
14 status.²³ Zandian was a manager of Dayton Plaza, LLC, a Nevada LLC in default status.²⁴
15 Finally, Zandian was a manager of Reno Highway Plaza, LLC, a Nevada LLC in revoked
16 status.²⁵

17 Also, Zandian listed Carson City and Las Vegas addresses for his registered agent and
18 officer information for Rock and Royalty LLC, Optima Technology Corporation, High Tech
19

20 ¹⁴ See Zandian's managing member and resident agent information for Elko North 5th Avenue, LLC, attached
hereto as **Exhibit 16**.

21 ¹⁵ See Zandian's managing member and resident agent information for Stagecoach Valley LLC, attached hereto as
Exhibit 17.

22 ¹⁶ See Zandian's resident agent information for Rock and Royalty LLC, attached hereto as **Exhibit 18**.

23 ¹⁷ See Zandian's managing member information for Gold Canyon Development LLC, attached hereto as **Exhibit**
19.

24 ¹⁸ See Zandian's managing member information for High Tech Development LLC, attached hereto as **Exhibit 20**.

¹⁹ See Zandian's managing member information for Lyon Park Development LLC, attached hereto as **Exhibit 21**.

25 ²⁰ See Zandian's managing member information for Churchill Park Development LLC, attached hereto as **Exhibit**
22.

26 ²¹ See Zandian's manager information for Sparks Village LLC, attached hereto as **Exhibit 23**.

27 ²² See Zandian's information for Optima Technology Corporation, attached hereto as **Exhibit 24**.

²³ See Zandian's information for I-50 Plaza LLC, attached hereto as **Exhibit 25**.

28 ²⁴ See Zandian's information for Dayton Plaza, LLC, attached hereto as **Exhibit 26**.

²⁵ See Zandian's information for Reno Highway Plaza, LLC, attached hereto as **Exhibit 27**.

1 Development LLC, Lyon Park Development LLC, Churchill Park Development LLC, Sparks
2 Village, LLC, I-50 Plaza LLC, Dayton Plaza, LLC, 11000 Reno Highway Fallon LLC, Misfits
3 Development LLC, Elko North 5th Ave, LLC, and Stagecoach Valley LLC.²⁶

4 As demonstrated above, Zandian clearly owns or partially owns many properties within
5 and throughout the state of Nevada and Zandian clearly does a significant amount of business
6 within the state. His property ownership holdings and his business dealings, alone, show that
7 Zandian’s forum activities are so “substantial” or “continuous and systematic” that he should
8 be deemed present in the forum and therefore general jurisdiction is appropriate.

9 **G. NEVADA HAS ABROGATED THE DOCTRINE OF SPECIAL/GENERAL**
10 **APPEARANCES**

11 Zandian argues that he is making a special appearance “for the purpose of testing both
12 the sufficiency of service and the jurisdiction of the court; thus, Zandian has not consented to
13 personal jurisdiction of any Nevada court by bringing the instant motion.” See Motion to
14 Dismiss Amended Complaint on Special Appearance, dated 11/17/11, 2:12-15, on file herein.

15 However, the Nevada Supreme Court has abrogated the doctrine of special/general
16 appearances. *Hansen v. Eighth Judicial Dist. Court ex rel. County of Clark*, 116 Nev. 650,
17 656, 6 P.3d 982, 985 (2000). “Now, before a defendant files a responsive pleading such as an
18 answer, that defendant may move to dismiss for lack of personal jurisdiction, insufficiency of
19 process, and/or insufficiency of service of process, and such a defense is not ‘waived by being
20 joined with one or more other defenses.’ Alternatively, a defendant may raise its defenses,
21 including those relating to jurisdiction and service, in a responsive pleading.” *Hansen*, 116
22 Nev. at 656, 6 P.3d at 986.

23 Zandian could have raised his alleged defenses of insufficiency of service of process
24 and lack of jurisdiction in a motion to dismiss without waiving such defenses and his “special”
25 appearance is a nullity. Therefore, Zandian’s motion is merely a motion to dismiss. However,
26 as shown above and below, the motion to dismiss is factually and procedurally fatally flawed.

27 **H. ZANDIAN CANNOT MEET THE STANDARD FOR A MOTION TO DISMISS**

28 ²⁶ See Exhibits 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25, attached hereto.

1 “In considering ‘a motion to dismiss, all well-pleaded allegations of material fact are
2 taken as true and construed in a light most favorable to the non-moving party.’” *Germaine*
3 *Music v. Universal Songs of Polygram*, 275 F. Supp. 2d 1288, 1294 (D. Nev. 2003) *aff’d in*
4 *part*, 130 F. App’x. 153 (9th Cir. 2005).

5 In his third paper filed with this Court, Zandian moves this Court to dismiss the case
6 based upon service of process and jurisdiction. However, as shown above, Zandian was
7 properly served and his forum contacts are so substantial as to create general jurisdiction over
8 him in the State of Nevada. *See supra*. Therefore, construing the complaint in the light most
9 favorable to the Plaintiff, Zandian’s motion to dismiss cannot meet the standard for a motion
10 to dismiss.

11 **I. RES JUDICATA AND ISSUE PRECLUSION DO NOT PREVENT THIS**
12 **ACTION**

13 Zandian’s motion to dismiss is difficult to decipher, but it appears that Zandian is
14 making an argument that res judicata or maybe issue preclusion might apply in this case.
15 However, Zandian provides no factual or legal authority for his arguments.

16 “The failure of a moving party to file a memorandum of points and authorities in
17 support of a motion shall constitute a consent to the denial of the motion...” FJDCR 15(5).
18 Accordingly, Zandian’s motion should be denied.

19 Nevertheless, there is a three-part test for determining whether claim preclusion
20 applies: (1) the parties or their privies are the same, (2) the final judgment is valid, and (3) the
21 subsequent action is based on the same claims or any part of them that were or could have
22 been brought in the first case. *Five Star Capital Corp. v. Ruby*, 124 Nev. 1028, 194 P.3d 709,
23 713 (Nev. 2008).

24 In this case, the parties/privies are not the same and this action is not based on the same
25 claims that were or could have been brought in the first case. For example, Zandian argues
26 that the Arizona action has no application to him: “Because no summons was ever issued as to
27 Zandian in the underlying U.S. District Court action which forms the basis of the instant
28 action, any domestication of the U.S. District Court action as it pertains to Zandian is a clear

1 violation of Zandian's constitutional right to notice under the Due Process clauses of the Fifth
2 and Fourteenth Amendments of the U.S. Constitution." See Motion to Dismiss Amended
3 Complaint on Special Appearance, dated 11/17/11, 5:5-10, on file herein. While Zandian is
4 incorrect in his assessment that Plaintiff is trying to domesticate the Arizona judgment,
5 Zandian is correct that he was not a party to the Arizona case.

6 In addition, the Arizona case was a declaratory judgment action brought by Universal
7 Avionics Systems Corporation ("Universal") against Plaintiff, OTG, OTC and Jed Margolin.
8 See Arizona Complaint, dated 7/15/08, attached hereto as **Exhibit 28** (original complaint
9 sealed). Universal sought a declaratory judgment that the '073 and '724 patents were invalid
10 and not infringed. *Id.*

11 OTG counterclaimed against Universal and cross-claimed against OTC, Joachim
12 Naimer, Jane Naimer, Frank Hummel and Jane Doe Hummel. See Arizona Answer,
13 Counterclaims, Cross-Claims and Third-Party Claims, dated 1/24/08, attached hereto as
14 **Exhibit 29**. OTG claimed patent infringement against Universal, Naimer and Hummel. *Id.*
15 OTG claimed breach of contract, breach of the implied covenant of good faith and fair dealing,
16 and negligence against Universal. *Id.* OTG sought a declaratory judgment against OTC that
17 OTC had no interest or right in the durable power of attorney from Jed Margolin or the above
18 mentioned patents, that OTC's filing/recording of documents with the PTO was invalid and
19 void, and ordering the PTO to correct and expunge its records with regards to the same. *Id.*
20 OTG claimed injurious falsehood/slander of title, trespass to chattels, unfair competition,
21 unfair and deceptive competition/business practices, unlawful conspiracy, joint and several
22 liability, and punitive damages against Universal and OTC. *Id.*

23 In this case, Jed Margolin is claiming conversion, tortious interference with contract,
24 intentional interference with prospective economic advantage, unjust enrichment, and unfair
25 and deceptive trade practices against all Defendants in this matter. The parties/privies and
26 claims in this matter are not the same as the parties/privies and claims in the Arizona action.

27 Therefore, as the parties/privies and claims in the Arizona action are not the same as
28 the parties/privies and claims in this action, claim preclusion does not apply.

1 Also, there is a four-part test for the application of issue preclusion: ““(1) the issue
2 decided in the prior litigation must be identical to the issue presented in the current action; (2)
3 the initial ruling must have been on the merits and have become final; ... (3) the party against
4 whom the judgment is asserted must have been a party or in privity with a party to the prior
5 litigation’; and (4) the issue was actually and necessarily litigated.” *Five Star Capital Corp.*,
6 124 Nev. 1028, 194 P.3d at 713. The only identical issues decided in the Arizona case is the
7 fact that OTC/Zandian filed a forged assignment with the United States Patent Office and that
8 OTC/Zandian have no interest in the above mentioned patents or the durable power of
9 attorney.

10 The Arizona court ordered that OTC “has no interest in U.S. Patents Nos. 5,566,073
11 and 5,904,724 (“the Patents”) or the Durable Power of Attorney from Jed Margolin dated July
12 20, 2004.” *See* Exhibit B to Zandian’s Motion to Dismiss Amended Complaint on Special
13 Appearance, dated 11/17/11, on file herein. The Arizona court also ordered that the
14 “Assignment Optima Technology Corporation filed with the USPTO is forged, invalid, void,
15 of no force and effect, and is hereby struck from the records of the USPTO.” *See* Exhibit B to
16 Zandian’s Motion to Dismiss Amended Complaint on Special Appearance, dated 11/17/11, on
17 file herein. Therefore, those issues have already been decided. However, the same claims
18 have not been decided.

19 Therefore, the current action against Zandian and all the other Defendants is properly
20 before this Court.

21 IV. CONCLUSION

22 Based upon the foregoing, Plaintiff respectfully requests that this Court deny Zandian’s
23 motion to dismiss/for summary judgment. If this Court decides to grant any of Zandian’s
24 requests, then Plaintiff respectfully requests leave to amend the Complaint in order to remedy
25 any defects therein. It is respectfully requested in the alternative that the instant motion be
26 denied so that additional discovery can take place.

27 ///

28 ///

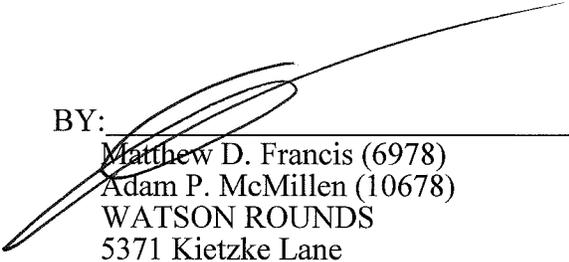
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AFFIRMATION PURSUANT TO NRS 239B.030

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

Dated this 5th day of December, 2011.

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

24 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

AFFIDAVIT OF ADAM P.
MCMILLEN IN SUPPORT OF
OPPOSITION TO MOTION TO
DISMISS

25 I, Adam P. McMillen, being first duly sworn, under oath, depose and say:

26 1. I am an associate at the law firm of Watson Rounds located at 5371 Kietzke
27 Lane, Reno, Nevada 89511. I represent the Plaintiff, Jed Margolin, in the above referenced
28 cause of action against the named Defendants, who are necessary parties to this action. This
declaration is based upon my personal knowledge, and is made in support of Plaintiff's
Opposition to Defendants' Motion to Dismiss.

1 2. Attached as **Exhibit 1** is a true and correct copy of the fraudulent assignment
2 documents Defendant Reza Zandian filed with the United States Patent and Trademark Office,
3 dated 12/5/07.

4 3. Attached as **Exhibit 2** is a true and correct copy of the Affidavit of Service for
5 Defendant Reza Zandian, dated 2/18/10.

6 4. Attached as **Exhibit 3** is a true and correct copy of the Letter, dated 1/8/10,
7 from Cassandra Joseph to John Peter Lee.

8 5. Attached as **Exhibit 4** is a true and correct copy of the Letter, dated 8/04/11,
9 from Adam McMillen to John Peter Lee.

10 6. Attached as **Exhibit 5** is a true and correct copy of the Letter, dated 8/8/11,
11 from John Peter Lee to Adam McMillen.

12 7. Attached as **Exhibit 6** is a true and correct copy of Zandian's Clark County
13 property information.

14 8. Attached as **Exhibit 7** is a true and correct copy of Zandian's Washoe County
15 property information.

16 9. Attached as **Exhibit 8** is a true and correct copy of Zandian's Lyon County
17 property information.

18 10. Attached as **Exhibit 9** is a true and correct copy of Zandian's Churchill County
19 property information.

20 11. Attached as **Exhibit 10** is a true and correct copy of Zandian's Elko County
21 property information.

22 12. Attached as **Exhibit 11** is a true and correct copy of Zandian's manager
23 information for Johnson Spring Water Company LLC.

24 13. Attached as **Exhibit 12** is a true and correct copy of Zandian's manager
25 information for Wendover Project L.L.C.

26 14. Attached as **Exhibit 13** is a true and correct copy of Zandian's manager
27 information for 11000 Reno Highway, Fallon, L.L.C.
28

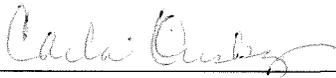
- 1 15. Attached as **Exhibit 14** is a true and correct copy of 11000 Reno Highway,
2 Fallon, L.L.C.'s Churchill County property information.
- 3 16. Attached as **Exhibit 15** is a true and correct copy of Zandian's managing
4 member and resident agent information for Misfits Development LLC.
- 5 17. Attached as **Exhibit 16** is a true and correct copy of Zandian's managing
6 member and resident agent information for Elko North 5th Avenue, LLC.
- 7 18. Attached as **Exhibit 17** is a true and correct copy of Zandian's managing
8 member and resident agent information for Stagecoach Valley LLC.
- 9 19. Attached as **Exhibit 18** is a true and correct copy of Zandian's resident agent
10 information for Rock and Royalty LLC.
- 11 20. Attached as **Exhibit 19** is a true and correct copy of Zandian's managing
12 member information for Gold Canyon Development LLC.
- 13 21. Attached as **Exhibit 20** is a true and correct copy of Zandian's managing
14 member information for High Tech Development LLC.
- 15 22. Attached as **Exhibit 21** is a true and correct copy of Zandian's managing
16 member information for Lyon Park Development LLC.
- 17 23. Attached as **Exhibit 22** is a true and correct copy of Zandian's managing
18 member information for Churchill Park Development LLC.
- 19 24. Attached as **Exhibit 23** is a true and correct copy of Zandian's manager
20 information for Sparks Village LLC.
- 21 25. Attached as **Exhibit 24** is a true and correct copy of Zandian's information for
22 Optima Technology Corporation.
- 23 26. Attached as **Exhibit 25** is a true and correct copy of Zandian's information for
24 I-50 Plaza LLC.
- 25 27. Attached as **Exhibit 26** is a true and correct copy of Zandian's information for
26 Dayton Plaza LLC.
- 27 28. Attached as **Exhibit 27** is a true and correct copy of Zandian's information for
28 Reno Highway Plaza LLC.

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, DECLARATION OF ADAM P. MCMILLEN IN SUPPORT OF OPPOSITION TO MOTION TO DISMISS, addressed as follows:

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

Dated: December 5, 2011



Carla Ousby

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Index of Exhibits

Exhibit No.	Description	No. of Pages
1	A true and correct copy of the fraudulent assignment documents Defendant Reza Zandian filed with the United States Patent and Trademark Office, dated 12/5/07.	
2	A true and correct copy of the Affidavit of Service for Defendant Reza Zandian, dated 2/18/10.	
3	A true and correct copy of the Letter, dated 1/8/10, from Cassandra Joseph to John Peter Lee.	
4	A true and correct copy of the Letter, dated 8/04/11, from Adam McMillen to John Peter Lee.	
5	A true and correct copy of the Letter, dated 8/8/11, from John Peter Lee to Adam McMillen.	
6	A true and correct copy of Zandian's Clark County property information.	
7	A true and correct copy of Zandian's Washoe County property information.	
8	A true and correct copy of Zandian's Lyon County property information.	
9	A true and correct copy of Zandian's Churchill County property information.	
10	A true and correct copy of Zandian's Elko County property information.	
11	A true and correct copy of Zandian's manager information for Johnson Spring Water Company LLC.	
12	A true and correct copy of Zandian's manager information for Wendover Project L.L.C.	
13	A true and correct copy of Zandian's manager information for 11000 Reno Highway, Fallon, L.L.C.	
14	A true and correct copy of 11000 Reno Highway, Fallon, L.L.C.'s Churchill County property information.	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 15 A true and correct copy of Zandian's managing member and resident agent information for Misfits Development LLC.
- 16 A true and correct copy of Zandian's managing member and resident agent information for Elko North 5th Avenue, LLC.
- 17 A true and correct copy of Zandian's managing member and resident agent information for Stagecoach Valley LLC.
- 18 A true and correct copy of Zandian's resident agent information for Rock and Royalty LLC.
- 19 A true and correct copy of Zandian's managing member information for Gold Canyon Development LLC.
- 20 A true and correct copy of Zandian's managing member information for High Tech Development LLC.
- 21 A true and correct copy of Zandian's managing member information for Lyon Park Development LLC.
- 22 A true and correct copy of Zandian's managing member information for Churchill Park Development LLC.
- 23 A true and correct copy of Zandian's manager information for Sparks Village LLC.
- 24 A true and correct copy of Zandian's information for Optima Technology Corporation.
- 25 A true and correct copy of Zandian's information for I-50 Plaza LLC.
- 26 A true and correct copy of Zandian's information for Dayton Plaza LLC.
- 27 A true and correct copy of Zandian's information for Reno Highway Plaza LLC.
- 28 A true and correct copy of the Arizona Complaint, dated 11/9/07.
- 29 A true and correct copy of the Arizona Answer, Counterclaims, Cross-Claims and Third-Party Claims, dated 1/24/08.

Exhibit 1

Exhibit 1



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

700352576A

700352576A

DECEMBER 10, 2007

PTAS

OPTIMA TECHNOLOGY CORPORATION (NV)
C/O JOHN PETER LEE LIMITED
830 LAS VEGAS BOULEVARD SOUTH
LAS VEGAS, NEVADA 89101

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/05/2007

REEL/FRAME: 020218/0085
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MARGOLIN, JED

DOC DATE: 12/05/2007

ASSIGNEE:

OPTIMA TECHNOLOGY CORPORATION (NV)
830 LAS VEGAS BOULEVARD SOUTH
C/O JOHN PETER LEE LIMITED
LAS VEGAS, NEVADA 89101

SERIAL NUMBER: 08513298

FILING DATE: 08/09/1995

PATENT NUMBER: 5566073

ISSUE DATE: 10/15/1996

TITLE: PILOT AID USING SYNTHETIC REALITY

SERIAL NUMBER: 08587731

FILING DATE: 01/19/1996

PATENT NUMBER: 5904724

ISSUE DATE: 05/18/1999

TITLE: METHOD AND APPARATUS FOR REMOTELY PILOTING AN AIRCRAFT

020218/0085 PAGE 2

SERIAL NUMBER: 09543252 FILING DATE: 04/05/2000
PATENT NUMBER: 6377436 ISSUE DATE: 04/23/2002
TITLE: MICROWAVE TRANSMISSION USING A LASER-GENERATED PLASMA BEAM WAVEGUIDE

SERIAL NUMBER: 09148045 FILING DATE: 09/03/1998
PATENT NUMBER: 5978488 ISSUE DATE: 11/02/1999
TITLE: SIMULATED AM RADIO

THERESA FREDERICK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

Dec 05 07 02:30p nikan

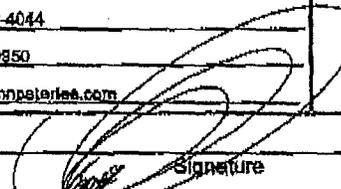
12/05/2007
700352576

858-625-2460

p.2

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies) Jed Margolin based on Power of Attorney dated July 20, 2004 to: Optima Technology Corporation (CA) Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>830 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Country: <u>U.S.A.</u> Zip: <u>89101</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>December 5, 2007</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) <u>6,588,073</u> <u>6,904,724</u> <u>6,377,438</u> <u>5,978,488</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>830 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Zip: <u>89101</u> Phone Number: <u>702-382-4044</u> Fax Number: <u>702-382-9950</u> Email Address: <u>info@johnpeterlee.com</u>	6. Total number of applications and patents involved: <u>4</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>160.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
9. Signature:  Signature Optima Technology Corporation (a California Corporation) Name of Person Signing	8. Payment Information a. Credit Card Last 4 Numbers <u>1004</u> Expiration Date <u>01/09</u> b. Deposit Account Number _____ Authorized User Name _____ Date: <u>12/5/2007</u> Total number of pages including cover sheet, attachments, and documents: 7

OP \$160.00 5566073

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22312-1450



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

700352578A

700352578A

DECEMBER 10, 2007

PTAS

OPTIMA TECHNOLOGY COPORATION (NV)
C/O JOHN PETER LEE LIMITED
830 LAS VEGAS BPULEVARD SOUTH
LAS VEGAS, NEVADA 89101

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/05/2007

REEL/FRAME: 020218/0089
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MARGOLIN, JED BASED ON POWER OF
ATTORNEY DATED JULY 20, 2004 TO:
OPTIMA TECHNOLOGY CORPORATION
(CA)

DOC DATE: 12/05/2007

ASSIGNEE:

OPTIMA TECHNOLOGY CORPORATION (NV)
830 LAS VEGAS BOULEVARD SOUTH
C/O JOHN PETER LEE LIMITED
LAS VEGAS, NEVADA 89101

SERIAL NUMBER: 08513298

FILING DATE: 08/09/1995

PATENT NUMBER: 5566073

ISSUE DATE: 10/15/1996

TITLE: PILOT AID USING SYNTHETIC REALITY

020218/0089 PAGE 2

SERIAL NUMBER: 08587731 FILING DATE: 01/19/1996
PATENT NUMBER: 5904724 ISSUE DATE: 05/18/1999
TITLE: METHOD AND APPARATUS FOR REMOTELY PILOTING AN AIRCRAFT

SERIAL NUMBER: 09543252 FILING DATE: 04/05/2000
PATENT NUMBER: 6377436 ISSUE DATE: 04/23/2002
TITLE: MICROWAVE TRANSMISSION USING A LASER-GENERATED PLASMA BEAM WAVEGUIDE

SERIAL NUMBER: 09148045 FILING DATE: 09/03/1998
PATENT NUMBER: 5978488 ISSUE DATE: 11/02/1999
TITLE: SIMULATED AM RADIO

THERESA FREDERICK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

Dec 05 07 02:33p nikan

12/05/2007
700352578

859-625-2460

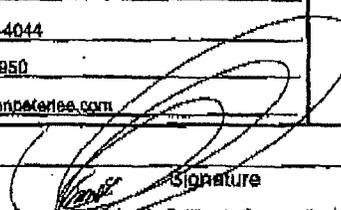
p. 1

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies) Jed Margolin based on Power of Attorney dated July 20, 2004 to: Optima Technology Corporation (CA) Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>830 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Country: <u>U.S.A.</u> Zip: <u>89101</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>December 5, 2007</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other		4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) <u>5,566,073</u> <u>5,904,724</u> <u>5,377,436</u> <u>5,978,488</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>830 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Zip: <u>89101</u> Phone Number: <u>702-382-4044</u> Fax Number: <u>702-383-9950</u> Email Address: <u>info@johnpeterlee.com</u>		6. Total number of applications and patents involved: <u>4</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>160.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
9. Signature:  Signature Optima Technology Corporation (a California Corporation) Name of Person Signing		8. Payment Information a. Credit Card Last 4 Numbers <u>1004</u> Expiration Date <u>01/09</u> b. Deposit Account Number _____ Authorized User Name _____ Date <u>12/5/2007</u>	
		Total number of pages including cover sheet, attachments, and documents: <u>7</u>	

OP \$160.00 5566073

Documents to be recorded (including cover sheet) should be faxed to (871) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

020227/0287 PAGE 2

SERIAL NUMBER: 09543252

FILING DATE: 04/05/2000

PATENT NUMBER: 6377436

ISSUE DATE: 04/23/2002

TITLE: MICROWAVE TRANSMISSION USING A LASER-GENERATED PLASMA BEAM WAVEGUIDE

SERIAL NUMBER: 09148045

FILING DATE: 09/03/1998

PATENT NUMBER: 5978488

ISSUE DATE: 11/02/1999

TITLE: SIMULATED AM RADIO

MARCUS KIRK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

020227/0287 PAGE 2

SERIAL NUMBER: 09543252

FILING DATE: 04/05/2000

PATENT NUMBER: 6377436

ISSUE DATE: 04/23/2002

TITLE: MICROWAVE TRANSMISSION USING A LASER-GENERATED PLASMA BEAM WAVEGUIDE

SERIAL NUMBER: 09148045

FILING DATE: 09/03/1998

PATENT NUMBER: 5978488

ISSUE DATE: 11/02/1999

TITLE: SIMULATED AM RADIO

MARCUS KIRK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

Dec 05 07 01:52p nikan

12/07/2007
700352860

858-625-2480

P. 2

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents of the new address(es) below.

1. Name of conveying party(ies) Jed Margolin based on Power of Attorney dated July 20, 2004 to: Optima Technology Corporation (CA) Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>830 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Country: <u>U.S.A.</u> Zip: <u>89101</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>December 5, 2007</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other		4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) <u>5,566,073</u> <u>5,904,724</u> <u>6,377,435</u> <u>5,978,488</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>830 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Zip: <u>89101</u> Phone Number: <u>702-382-4044</u> Fax Number: <u>702-383-9950</u> Email Address: <u>info@johnpeterlee.com</u>		6. Total number of applications and patents involved: <u>4</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
8. Payment Information a. Credit Card Last 4 Numbers <u>1004</u> Expiration Date <u>01/09</u> b. Deposit Account Number _____ Authorized User Name _____		9. Signature: <u>Jed Margolin by [Signature]</u> <u>his Attorney in fact</u> <u>12/5/2007</u> Optima Technology Corporation (a California Corporation) Name of Person Signing _____ Date _____ Total number of pages including cover sheet, attachments, and documents: <u>7</u>	

OP \$160.00 5566073

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

Dec 05 07 01:52p nikan

858-625-2460

P. 4

Optima Technology Corporation

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

December 5, 2007

United States Patent Office
Patent Assignment Department

Fax: 571-273-0140

Subject: Assignment of Patents

Dear Sir,

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

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

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

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

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

Truly Yours

Reza Zandian
Director/Officer Optima Technology Corporation



Exhibit 2

Exhibit 2

COPY

No. 090G00579 1B

Dept. I

REC'D & FILED
2010 MAR -9 PM 2:15
ALAN GLOVER
BY J. HARKLEROAD
DEPUTY

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

SUMMONS

JED MARGOLIN, an individual
Plaintiff,

Optima Technology ^{VS} Corporation, a California corporation,
Optima Technology Corporation, a Nevada corporation, Reza
Zandian aka Golanreza Zandianjazi aka Gholam Reza Zandian
aka Reza Jazi aka J. Reza ~~Defendant~~, 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 THE ABOVE-NAMED DEFENDANT:

NOTICE! YOU HAVE BEEN SUED. 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 has been filed by the plaintiff 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 this Court a written pleading in response to this Complaint.
2. Unless you respond, your default will be entered upon application of the plaintiff, 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

ALAN GLOVER
Clerk of Court
By [Signature]
Deputy Clerk

Date December 15, 2009, 20

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

RETURN OF SERVICE ON REVERSE SIDE

AFFIDAVIT OF SERVICE
(For General Use)

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } SS.

ROBERT TOTH, declares under penalty of perjury:
That affiant is, and was on the day when he served the within Summons, over 18 years of age, and not a party to, nor interested in, the within action; that the affiant received the Summons on the 22ND day of JANUARY, 20 10, and personally served the same upon REZA ZANDIAN the within named defendant, on the 2ND day of FEBRUARY, 20 10, by delivering to the said defendant, personally, in FAIR OAKS, County of SACRAMENTO, State of CALIFORNIA, a copy of the Summons attached to a copy of the Complaint.

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

Executed this 12TH day of FEBRUARY, 20 10. Robert Toth
Signature of person making service

STATE OF NEVADA }
CARSON CITY } SS.

NEVADA SHERIFF'S RETURN
(For Use of Sheriff of Carson City)

I hereby certify and return that I received the within Summons on the _____ day of _____, 20 _____, and personally served the same upon _____, the within named defendant, on the _____ day of _____, 20 _____, by delivering to the said defendant, personally, in Carson City, State of Nevada, a copy of the Summons attached to a copy of the Complaint.

Sheriff of Carson City, Nevada

Date: _____, 20 _____ By _____ Deputy

STATE OF NEVADA }
COUNTY OF _____ } SS.

AFFIDAVIT OF MAILING
(For Use When Service is by Publication and Mailing)

_____, declares under penalty of perjury:
That affiant is, and was when the herein described mailing took place, over 18 years of age, and not a party to, nor interested in, the within action; that on the _____ day of _____, 20 _____, affiant deposited in the Post Office at _____, Nevada, a copy of the within Summons attached to a copy of the Complaint, enclosed in a sealed envelope upon which first class postage was fully prepaid, addressed to _____, the within named defendant, at _____;

that there is a regular communication by mail between the place of mailing and the place so addressed.

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

Executed this _____ day of _____, 20 _____.

NOTE - If service is made in any manner permitted by Rule 4 other than personally upon the defendant, or is made outside the United States, a special affidavit or return must be made

1 Jed Margolin v. Optima Technology Corp., et al.
2 Case No. 090C00579 1B
3 Declaration of Robert Toth

4 I, ROBERT TOTH, hereby declare:

5 I am a registered process server for the State of California. I have personal knowledge of
6 the facts contained in this Declaration, and if called as a witness, I could and would competently
7 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

8 I served copies of the Summons and Complaint, on Reza Zandian aka Golamreza
9 Zandianjaza, aka Gholam Reza Zandian, aka Reza Jazi, aka J. Reza Jazi, aka G. Reza Jazi, aka
10 Ghononreza Zanian Jazi:

11 On January 26, 2010 at 8:43 a.m., I wen to the residence address at 8401 Bonita Downs
12 Road, Fair Oaks, California 95628. There was no answer at the door.

13 On January 28, 2010 at 3:47 p.m., I returned to the residence again, and there was no
14 answer at the door.

15 On January 31, 2010 at 4:13 p.m., I went the residence address, and again there was no
16 answer at the door.

17 On February 2, 2010 at 5:37 p.m., when I returned to the residence address, I observed no
18 lights on, no cars parked, but that the trash was set out.

19 On February 2, 2010 at 7:21 p.m., I returned to the residence address. The door was
20 answered by an elderly man, described as mid to late-60's, middle eastern accent, 5'4" tall, grey
21 hair, long beard, thin, and wearing glasses. I told him I was looking for Reza. I showed him the
22 name on the documents with the various names, and made a motion that he knew one or more of
23 the names. I showed him the photograph that I had. I told him I had legal documents for Reza,
24 and that I would leave it with him. He took the envelope, opened it and saw the documents. He
25 told me that he did not want the papers and that he did not live there. I told him that we had
26 confirmed that was his address. He returned the envelope back. I told him that he needed to
27 make sure that Reza got the paperwork. I put the envelope by the doorway. He picked up the
28 envelope and threw it at me as I was leaving. I left the documents there and again told him that
he had been served for Reza.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed this 18th day of February, at Citrus Heights, California.



ROBERT M. TOTH
Registered Process Server

Exhibit 3

Exhibit 3



January 8, 2010

KELLY G. WATSON¹
MICHAEL D. ROUNDS¹
MATTHEW D. FRANCIS²

ARTHUR A. ZORIO¹
CASSANDRA P. JOSEPH¹
MELISSA P. BARNARD
RYAN E. JOHNSON
TARA A. SHIROFF
MATTHEW G. HOLLAND
ADAM P. McMILLEN³
ELIZA BECHTOLD⁴
ADAM YOWELL

OF COUNSEL-
MARC D. FOODMAN^{1,3}

¹ Also licensed in California
² Also licensed in Utah
³ Also licensed in Massachusetts
⁴ Licensed only in California

5371 Kietzke Lane
Reno, Nevada 89511
(775) 324-4100
Fnx (775) 333-8171
e-mail: reno@watsonrounds.com

777 North Rainbow Boulevard
Suite 350
Las Vegas, Nevada 89107
(702) 636-4902
Fnx (702) 636-4904

One Market-Sieurt Tower
Suite 1600
San Francisco, CA 94105
(415)243-1090
Fnx (415)243-0226

www.watsonrounds.com

Reply to: Reno

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

Re: Optima Technology Corporation and Reza Zandian

Dear Mr. Lee:

We represent Mr. Jed Margolin in a case pending in the First Judicial District Court for the State of Nevada in and for Carson City, Case No. 09 0C 00579 1B captioned *Jed Margolin v. Optima Technology Corporation (CA), Optima Technology Corporation (NV), Reza Zandian aka Golamreza Zandianjazi aka aka Gholam Reza Zandian, aka Reza Jazi, aka J. Reza Jazi, aka G. Reza Jazi, aka Ghononreza Zandian Jazi* (the Action). Copies of the summonses and complaint filed in the Action are enclosed.

We understand that at one time you represented one or more of the Defendants named in the Action. We are attempting to effectuate service of the enclosed summonses and complaint on Mr. Zandian and the Defendant entities and have been unsuccessful thus far. Please inform me whether you currently represent Mr. Zandian or the Defendant entities, and if so, whether you will accept service on behalf of any of the Defendants. If you refuse or cannot accept service on behalf of any of the Defendants, please provide any information possible regarding the whereabouts of any of the Defendants. Alternatively, please provide copies of the summonses and complaint to the Defendants.

Please inform me by January 29, 2010 whether or not you will accept service of the summonses and complaint on behalf of any of the Defendants, or whether you



John Peter Lee, Esq.
January 8, 2010
Page 2

will take any other action requested herein. I look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cassandra P. Joseph".

Cassandra P. Joseph
WATSON ROUNDS
A Professional Corporation

COPY

1 Case No.: 09 DC 00579 IB

2 Dept. No.: I

REC'D & FILED

2009 DEC 11 PM 4:07

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
BY MARGLOVER CLERK
WATSON
DEPUTY

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

COMPLAINT

(Exemption From Arbitration Requested)

Plaintiff, JED MARGOLIN ("Mr. Margolin"), by and through his counsel of record,
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 7. Pursuant to the Nevada Constitution, Article 6, Section 6, the district courts of the
24 State of Nevada have original jurisdiction in all cases excluded by law from the original
25 jurisdiction of the justice courts. This case involves tort claims in an amount in excess of the
26 jurisdictional limitation of the justice courts and, accordingly, jurisdiction is proper in the district
27 court.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

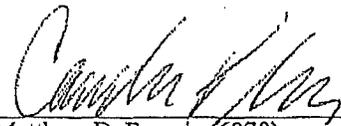
1. That Plaintiff be awarded damages for Defendants' tortious conduct;
2. That Plaintiff be awarded damages for Defendants' unjust enrichment;
3. That Plaintiff be awarded damages for Defendants' commission of unfair and deceptive trade practices, in an amount to be proven at trial, with said damages 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

Exhibit 1

Exhibit 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

Exhibit 4

Exhibit

Exhibit 4

Exhibit 4

WATSON
WR
ROUNDS

August 4, 2011

KELLY G. WATSON¹
MICHAEL D. ROUNDS¹
MATTHEW D. FRANCIS²

ARTHUR A. ZORIO¹
MELISSA P. BARNARD
RYAN E. JOHNSON
MATTHEW G. HOLLAND
ADAM P. McMILLEN²
ADAM YOWELL
VINH PHAM³

OF COUNSEL-
MARC D. FOODMAN^{1,3}
STEVEN T. POLIKALAS^{1,4}

¹ Also licensed in California
² Also licensed in Utah
³ Also licensed in Massachusetts
⁴ Also licensed in Tennessee
⁵ Licensed only in California

5371 Kietzke Lane
Reno, Nevada 89511
(775) 324-4100
Fax (775) 333-8171
e-mail: reno@watsonrounds.com

777 North Rainbow Boulevard
Suite 350
Las Vegas, Nevada 89107
(702) 636-4902
Fax (702) 636-4904

One Market-Steuart Tower
Suite 1600
San Francisco, CA 94105
(415)243-4090
Fax (415)243-0226

www.watsonrounds.com

Reply to: Reno

VIA FACSIMILE ONLY: 702-383-9950

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

Re: First Judicial District Court Case No. 090C00579

Dear Mr. Lee:

We are in receipt of and have reviewed the Order setting aside Jed Margolin's default judgment against your client in the above referenced matter. Also in the order is a 90 day time period from August 3, 2011 to properly effectuate service on your client.

Please allow this letter to serve as a formal demand that you accept service on behalf of your client, Reza Zandian. Also, it is demanded that you provide us with a current address for your client. It is demanded that you agree to accept service and provide this information to my office by 5:00 p.m. on August 8, 2011.

If you do not agree to accept service on behalf of your client and if you are not willing to provide his current address, please explain why so that we can properly serve your client in this case.

I look forward to your professional cooperation in this matter.

Regards,



Adam P. McMillen
WATSON ROUNDS
A Professional Corporation

TRANSMISSION VERIFICATION REPORT

TIME : 08/04/2011 16:11
NAME : WATSON ROUNDS
FAX : 7753338171
TEL : 7753244100
SER.# : BRDL8J883510

DATE, TIME	08/04 16:11
FAX NO./NAME	17023839950
DURATION	00:00:23
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM



FAX COVER SHEET

KELLY G. WATSON ¹
MICHAEL D. ROUNDS ¹
MATTHEW D. FRANCIS ²

ARTHUR A. ZORIO ¹
MELISSA P. BARNARD
RYAN E. JOHNSON
MATTHEW G. HOLLAND
ADAM P. McMILLEN ²
ADAM YOWELL
VINH PHAM ²

OF COUNSEL:
MARC D. FOODMAN ^{1,3}
STEVEN T. POLIKALAS ^{1,4}

¹ Also licensed in California
² Also licensed in Utah
³ Also licensed in Massachusetts
⁴ Also licensed in Tennessee
⁵ Licensed only in California

5371 Klotzko Lane
Reno, Nevada 89511
(775) 324-4100
Fbx (775) 833-8171
renoinfo@watsonrounds.com

777 North Rainbow Boulevard
Suite 350
Las Vegas, Nevada 89107
(702) 636-4902

DATE: August 4, 2011
TO: John Peter Lee, Esq
COMPANY: John Peter Lee, Ltd.
FAX NO: 702-383-9950
FROM: Adam McMillen
NUMBER OF PAGES: 2
RE: First Judicial District Court Case No. 090C00579
MESSAGE:



FAX COVER SHEET

KELLY G. WATSON¹
MICHAEL D. ROUNDS¹
MATTHEW D. FRANCIS²

ARTHUR A. ZORIO¹
MELISSA P. BARNARD
RYAN E. JOHNSON
MATTHEW G. HOLLAND
ADAM P. McMILLEN²
ADAM YOWELL
VINH PHAM³

OF COUNSEL-
MARC D. FOODMAN^{1,3}
STEVEN T. POLIKALAS^{1,4}

¹ Also licensed in California
² Also licensed in Utah
³ Also licensed in Massachusetts
⁴ Also licensed in Tennessee
⁵ Licensed only in California

5371 Kietzke Lane
Reno, Nevada 89511
(775) 324-4100
Fax (775) 333-8171
renoinfo@watsonrounds.com

777 North Rainbow Boulevard
Suite 350
Las Vegas, Nevada 89107
(702) 636-4902
Fax (702) 636-4904
vegasinfo@watsonrounds.com

One Market-Steuart Tower
Suite 1600
San Francisco, CA 94105
(415)243-4090
Fax (415)243-0226
sfinfo@watsonrounds.com

www.watsonrounds.com

Reply to: Reno

DATE: August 4, 2011
TO: John Peter Lee, Esq
COMPANY: John Peter Lee, Ltd.
FAX NO: 702-383-9950
FROM: Adam McMillen
NUMBER OF PAGES: 2
RE: First Judicial District Court Case No. 090C00579
MESSAGE:

THE FOLLOWING PAGES ARE A CONFIDENTIAL COMMUNICATION INTENDED ONLY FOR THE PERSON NAMED ABOVE. IF YOU ARE NOT THE PERSON NAMED ABOVE, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERY OF THE FOLLOWING INFORMATION, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE. WE WILL GLADLY REIMBURSE YOUR TELEPHONE EXPENSE. THANK YOU.

Exhibit 5

Exhibit 5

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH
LAS VEGAS, NEVADA 89101
TELEPHONE (702) 382-4044
FACSIMILE (702) 383-9950
E-MAIL: info@johnpeterlee.com

August 8, 2011

Fax: (702) 333-8171

Adam P. McMillan
WATSON ROUNDS
A Professional Corporation
777 North Rainbow Boulevard
Suite 350
Las Vegas, Nevada 89511

Re: First Judicial District Court Case No. 090C00579

Dear Mr. McMillan:

Your letter of August 4, 2011, is acknowledged. Our response is as follows:

We cannot accept service, nor can we give you Reza Zandian's current address. Except to indicate that he does not reside in Nevada at the present time and is not subject to the jurisdiction of the courts of this State within the provisions of the litigation commenced by your firm involving an Arizona judgment which cannot be domesticated in Nevada.

Yours truly,

JOHN PETER LEE, LTD.

Dictated but not read

John Peter Lee, Esq.

JPL/mh

Exhibit 6

Exhibit 6

GENERAL INFORMATION	
PARCEL NO.	071-02-000-005
OWNER AND MAILING ADDRESS	ZANDIAN REZA 8775 COSTA VERDE #501 SAN DIEGO CA 92122-5343
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	MOAPA VALLEY
ASSESSOR DESCRIPTION	PT NE4 NE4 SEC 02 16 68 SEC 02 TWP 16 RNG 68
RECORDED DOCUMENT NO.	* 20050419:04639
RECORDED DATE	04/19/2005
VESTING	NO STATUS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	826
APPRAISAL YEAR	2010
FISCAL YEAR	10-11
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2010-11	2011-12
LAND	7000	5250
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	7000	5250
TAXABLE LAND+IMP (SUBTOTAL)	20000	15000
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	7000	5250
TOTAL TAXABLE VALUE	20000	15000

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	10.00 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR	24000 04/05
LAND USE	0-00 VACANT
DWELLING UNITS	0

GENERAL INFORMATION	
PARCEL NO.	071-02-000-013
OWNER AND MAILING ADDRESS	ZANDIAN REZA 8775 COSTA VERDE #501 SAN DIEGO CA 92122-5343
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	MOAPA VALLEY
ASSESSOR DESCRIPTION	PT SE4 NE4 SEC 02 16 68 SEC 02 TWP 16 RNG 68
RECORDED DOCUMENT NO.	* 20050420:00563
RECORDED DATE	04/20/2005
VESTING	NO STATUS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	826
APPRAISAL YEAR	2010
FISCAL YEAR	10-11
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2010-11	2011-12
LAND	14000	10500
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	14000	10500
TAXABLE LAND+IMP (SUBTOTAL)	40000	30000
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	14000	10500
TOTAL TAXABLE VALUE	40000	30000

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	20.00 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR	40000 04/05
LAND USE	0-00 VACANT
DWELLING UNITS	0

Exhibit 7

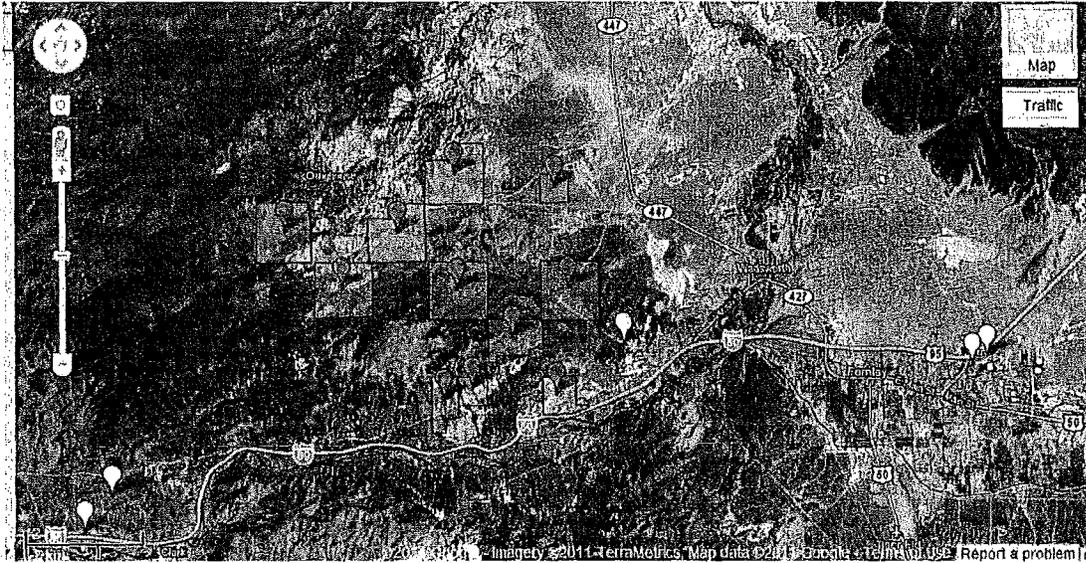
Exhibit 7

Zandian's Washoe County Properties - Jed Margolin 4/17/2011

From Washoe County Web site - Assessor's Database: <http://www.co.washoe.nv.us/assessor/cama/search.php>
 (from a search for "Zandian") April 14, 2011 by Jed Margolin

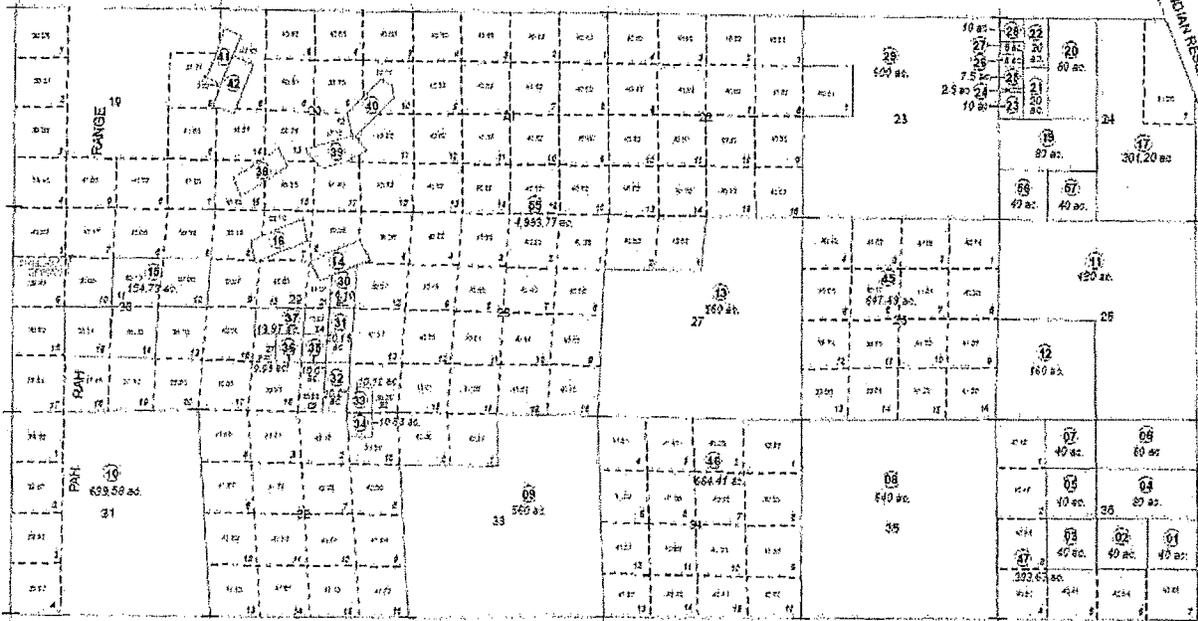
APN	Card	Situs		Last Transaction Date
Owner Name		Mailing Address		
079-150-12	1	STATE ROUTE 447		
REZA ZANDIAN		PO BOX 927674	SAN DIEGO CA 92192	06/27/2005
079-150-09	1	STATE ROUTE 447		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
079-150-10	1	STATE ROUTE 447		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
079-150-13	1	STATE ROUTE 447		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
084-040-02	1	PIERSON CANYON RD		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
084-040-04	1	E INTERSTATE 80		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
084-040-06	1	E INTERSTATE 80		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
084-040-10	1	E INTERSTATE 80		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
084-130-07	1	E INTERSTATE 80		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
084-140-17	1	E INTERSTATE 80		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009

The properties are North of Interstate 80 and East of SR 447. From Google Maps via Zandian's Web site at www.goldennevada.com. The remaining information is from Washoe County Web site - Assessor's Database.



- PATENTED MINING CLAIMS**
- | | |
|--|---|
| 076-160-14 1681 - CABIN NO. 2 | 076-160-24 PAT. NO. 862110 LOT 26 GUNDA EVENING |
| 076-160-15 2745 - NO. 2 A&B | 076-160-27 PAT. NO. 862100 LOT 26 GOLDEN PEECE |
| 076-160-29 PAT. NO. 892360 LOT 27 CURRY EVENING | 076-160-30 2128 STANDLAND |
| 076-160-31 PAT. NO. 892363 LOT 21 VALLEY GRAVEL | 076-160-31 2125 ELAND WOODS |
| 076-160-32 PAT. NO. 892362 LOT 30 GULCH GRAVEL NO. 1 | 076-160-43 2376 MOLOVI |
| 076-160-33 PAT. NO. 892360 LOT 31 GULCH GRAVEL NO. 2 | 076-160-41 2821 ALICE |
| 076-160-34 PAT. NO. 892360 LOT 11 GULCH GRAVEL NO. 3 | 076-160-42 2391 PATRICK |
| 076-160-35 PAT. NO. 892360 LOT 25 GUNDA EVENING | |

SOUTH 1/2 OF TOWNSHIP 21 NORTH - RANGE 23 EAST



079-150-12 1 STATE ROUTE 447
RESA ZANDIAN PO BOX 927674 SAN DIEGO CA 92192 06/27/2005

160 acres

[County Home => Assessor's Office => Property Assessment Data Search => Parcel Search => Ownership](#)

APN 079-150-12

Owner or Trustee	% Ownership
ZANDIAN, RESA et al	
FOUGHANI, NILOOFAR	

079-150-09 1 STATE ROUTE 447
REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

560 acres

[County Home => Assessor's Office => Property Assessment Data Search => Parcel Search => Ownership](#)

APN 079-150-09

Owner or Trustee	% Ownership
SADRI LIVING TRUST TTEE et al	
SADRI, TRUSTEE, FRED	33
ZANDIAN, REZA	33
KOROGHLI MANAGEMENT TRST, TRST	33
KOROGHLI, TRUSTEE, RAY TTEE	
KOROGHLI, TRUSTEE, SATHSOWI T TTEE	

079-150-10 1 STATE ROUTE 447
 REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

639 acres

[County Home](#) => [Assessor's Office](#) => [Property Assessment Data Search](#) => [Parcel Search](#) => [Ownership](#)

APN 079-150-10

Owner or Trustee	% Ownership
SADRI LIVING TRUST TTEE et al	
SADRI, TRUSTEE, FRED	33
ZANDIAN , REZA	33
KOROGHLI MANAGEMENT TRUST, TRST	33
KOROGHLI, TRUSTEES, RAY TTEE	
KOROGHLI, TRUSTEE, SATHSOWI T TTEE	

079-150-13 1 STATE ROUTE 447
 REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

560 acres

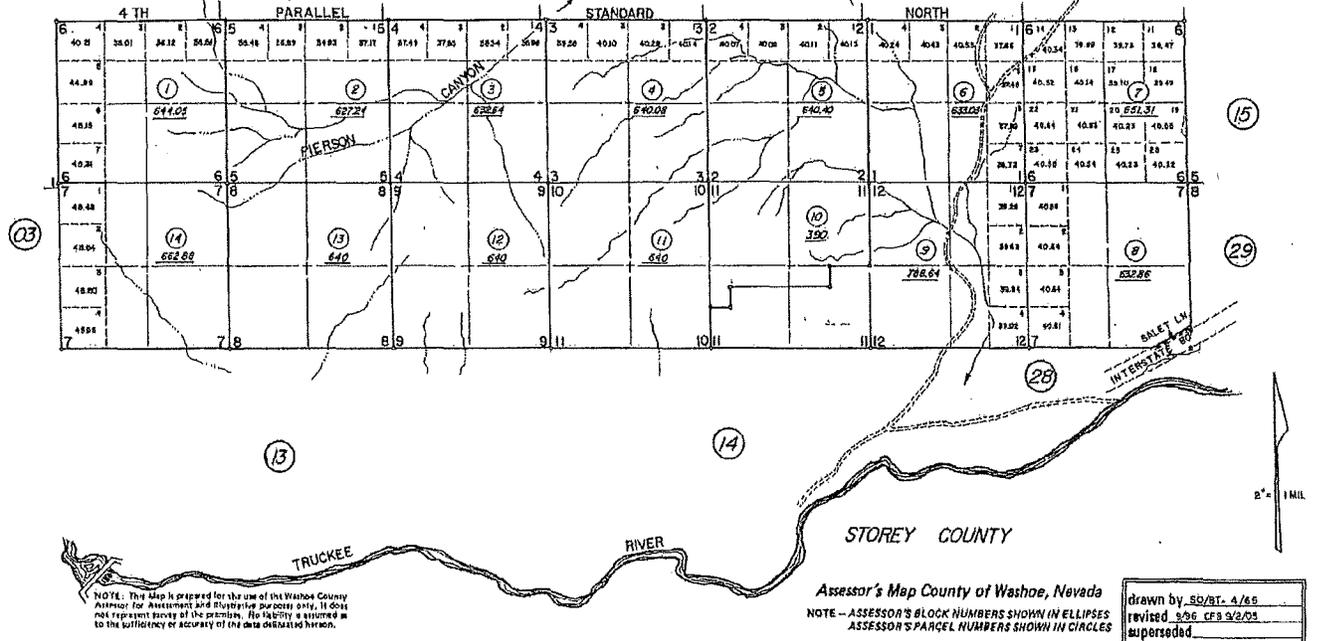
[County Home](#) => [Assessor's Office](#) => [Property Assessment Data Search](#) => [Parcel Search](#) => [Ownership](#)

APN 079-150-13

Owner or Trustee	% Ownership
SADRI LIVING TRUST TTEE et al	
SADRI, TRUSTEE, FRED	33
ZANDIAN , REZA	33
KOROGHLI MGMT TRUST, TRST	33
KOROGHLI, TTEE, RAY TTEE	
KOROGHLI, TTEE, SATHSOWI T TTEE	

PORTION OF N² - T.20N.-R.23E.
SECTIONS 6 & 7 - T.20N.-R.24E.

BOOK 79



084-040-02 1 PIERSON CANYON RD
REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

627 acres

[County Home](#) => [Assessor's Office](#) => [Property Assessment Data Search](#) => [Parcel Search](#) => [Ownership](#)

APN 084-040-02	
Owner or Trustee	% Ownership
SADRI LIVING TRUST TTEE et al	
SADRI, TRUSTEE, FRED	33
ZANDIAN, REZA	33
KOROGHLI MGMT TRST, TRST	33
KOROGHLI, TTEE, RAY TTEE	
KOROGHLI, TTEE, SATHSOWI T TTEE	

084-040-04 1 E INTERSTATE 80
 REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

640 acres

[County Home](#) => [Assessor's Office](#) => [Property Assessment Data Search](#) => [Parcel Search](#) =>
 Ownership

APN 084-040-04

Owner or Trustee	% Ownership
------------------	-------------

SADRI LIVING TRUST TTEE et al	
-------------------------------	--

SADRI, TRUSTEE, FRED	33
----------------------	----

ZANDIAN , REZA	33
----------------	----

KOROGHLI MGMT TRST, TRST	33
--------------------------	----

KOROGHLI, TTEE, RAY TTEE

KOROGHLI, TTEE, SATHSOWI T TTEE

084-040-06 1 E INTERSTATE 80
 REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

633 acres

[County Home](#) => [Assessor's Office](#) => [Property Assessment Data Search](#) => [Parcel Search](#) =>
 Ownership

APN 084-040-06

Owner or Trustee	% Ownership
------------------	-------------

SADRI LIVING TRUST TTEE et al	
-------------------------------	--

SADRI, TRUSTEE, FRED	33
----------------------	----

ZANDIAN , REZA	33
----------------	----

KOROGHLI MGMT TRST, TRST	33
--------------------------	----

KOROGHLI, TTEE, RAY TTEE

KOROGHLI, TTEE, SATHSOWI T

084-040-10 1 E INTERSTATE 80
REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

390 acres

[County Home](#) => [Assessor's Office](#) => [Property Assessment Data Search](#) => [Parcel Search](#) => **Ownership**

APN 084-040-10

Owner or Trustee	% Ownership
SADRI LIVING TRUST TTEE et al	
SADRI, TRUSTEE, FRED	33
ZANDIAN, REZA	33
KOROGHLI MGMT TRST, TRST	33
KOROGHLI, TTEE, RAY TTEE	
KOROGHLI, TTEE, SATHSOWI T TTEE	

084-130-07 1 E INTERSTATE 80
REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

275 acres

[County Home](#) => [Assessor's Office](#) => [Property Assessment Data Search](#) => [Parcel Search](#) => **Ownership**

APN 084-130-07

Owner or Trustee	% Ownership
SADRI LIVING TRUST TTEE et al	
SADRI, TRUSTEE, FRED	33
ZANDIAN, REZA	33
KOROGHLI MGMT TRUST, TRST	33
KOROGHLI, TTEE, RAY TTEE	
KOROGHLI, TTEE, SATHSOWI T TTEE	

084-140-17 1 E INTERSTATE 80
REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

160 acres

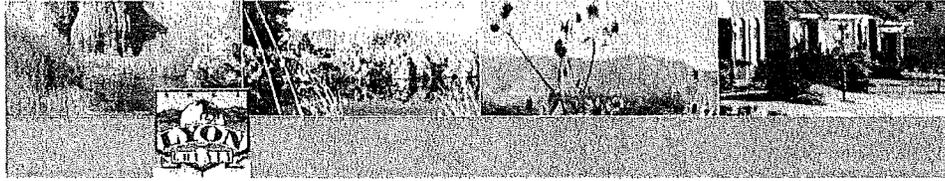
[County Home](#) => [Assessor's Office](#) => [Property Assessment Data Search](#) => [Parcel Search](#) => [Ownership](#)

APN 084-140-17

Owner or Trustee	% Ownership
SADRI LIVING TRUST TTEE et al	
SADRI, TRUSTEE, FRED	33
ZANDIAN , REZA	33
KOROGHLI MGMT TRST, TRST	33
KOROGHLI, TTEE, RAY TTEE	
KOROGHLI, TTEE, SATHSOWI T TTEE	

Exhibit 8

Exhibit 8

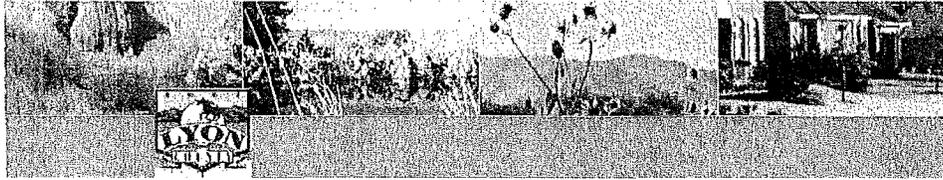


[Assessor Home](#)

[Assessor Inquiry](#)

Real Property Inquiry			
Search for Real Property (Land, Improvements, etc.)			
Order List By:	<input checked="" type="radio"/> Parcel #	<input type="radio"/> Owner Name	<input type="radio"/> Property Location <input type="radio"/> District
Filters: Limit Selected Parcels to Include (Choose any number):			
Parcel #	<input type="text"/>	8-digit #(s), no dashes	Partial Owner Name <input type="text" value="ZANDIAN"/>
Land Use Code Range	<input type="text"/>	Code Table	examples: SMITH M / ACME MARKETS
Acreage Range	<input type="text"/>		Partial Property Location <input type="text"/>
Net Value Range	<input type="text"/>		examples: N MAIN ST / MAPLE DR
District	<input type="text" value="All"/>		

Search Results - Select for Detail						
<u>Parcel #</u>	<u>Owner Name</u>	<u>Property Location</u>	<u>Dist.</u>	<u>Land Use</u>	<u>Acreage</u>	<u>Net Assessed Value</u>
006-052-04	ZANDIAN, REZA	125 PIKE ST	8.5	140 - Vacant Commercial	.220	15,560
006-052-05	ZANDIAN, REZA	115 PIKE ST	8.5	140 - Vacant Commercial	.220	15,560
006-052-06	ZANDIAN, REZA	105 PIKE ST	8.5	140 - Vacant Commercial	.220	15,560
015-311-18	ZANDIAN, REZA ET AL	HWY 50	8.3	120 - Vacant Single Family	241.790	24,500
015-311-19	ZANDIAN, REZA ET AL	HWY 50	8.3	140 - Vacant Commercial	47.750	16,710
021-451-22	ZANDIAN, REZA ET AL		6.0	120 - Vacant Single Family	40.000	3,360



[Assessor Home](#) [Back to Search List](#)

[Personal Property](#) [Sales Data](#) [Secured Tax Inquiry](#) [Recorder Search](#)

Parcel Detail for Parcel # 006-052-04

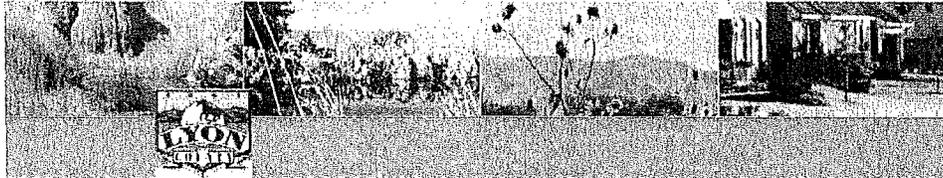
Location	Ownership
Property Location 125 PIKE ST Town DAYTON Subdivision DAYTON TOWN Lot 4 Block 8 Property Name Remarks	Assessed Owner Name ZANDIAN, REZA Mailing Address P O BOX 927674 SAN DIEGO, CA 92192-7674 Legal Owner Name ZANDIAN, REZA Vesting Doc#, Date 342193 02/04/05 Book/Page / Map Document #s RS80448

[Add'l Addresses](#)
[Assessor Maps](#)
[Legal Description](#)

[Ownership History](#)
[Document History](#)

Description	Appraisal Classifications
Total Acres .220 Ag Acres .000 W/R Acres .000 <u>Improvements</u> Single-fam Detached 0 Non-dwell Units 0 Bdrm/Bath 0/.00 Single-fam Attached 0 MH Hookups 0 Stories .0 Multi-fam Units 0 Wells 0 Mobile Homes 0 Septic Tanks 0 Total Dwelling Units 0 Bldg Sq Ft 0 Garage Sq Ft 0 Atch/Detch Basement Sq Ft 0 Finished 0 Improvement List	Current Land Use Code 140 Zoning C1 Re-appraisal Group 5 Re-appraisal Year 2008 Orig Constr Year Weighted Year Code Table

Assessed Valuation				Taxable Valuation			
Assessed Values	2012-13	2011-12	2010-11	Taxable Values	2012-13	2011-12	2010-11
Land	15,560	15,560	15,560	Land	44,457	44,457	44,457
Improvements	0	0	0	Improvements	0	0	0
Personal Property	0	0	0	Personal Property	0	0	0
Ag Land	0	0	0	Ag Land	0	0	0
Exemptions	0	0	0	Exemptions	0	0	0
Net Assessed Value	15,560	15,560	15,560	Net Taxable Value	44,457	44,457	44,457
Increased (New) Values				Increased (New) Values			
Land	0	0	0	Land	0	0	0
Improvements	0	0	0	Improvements	0	0	0
Personal Property	0	0	0	Personal Property	0	0	0



[Assessor Home](#) [Back to Search List](#)

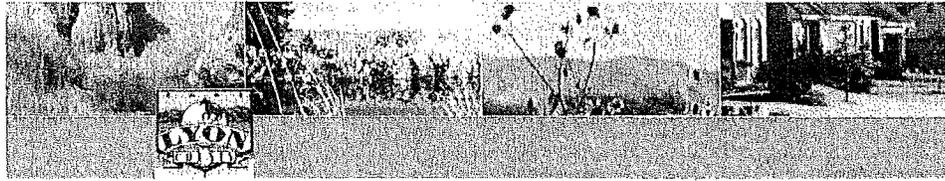
[Personal Property](#) [Sales Data](#) [Secured Tax Inquiry](#) [Recorder Search](#)

Parcel Detail for Parcel # 006-052-05

Location	Ownership
Property Location 115 PIKE ST Town DAYTON Subdivision DAYTON TOWN Lot 5 Block 6 Property Name Remarks	Assessed Owner Name ZANDIAN, REZA Mailing Address P O BOX 927674 SAN DIEGO, CA 92192-7674 Legal Owner Name ZANDIAN, REZA Vesting Doc#, Date 342193 02/04/05 Book/Page / Map Document #s RS90448
Add'l Addresses Assessor Maps Legal Description	Ownership History Document History

Description	Appraisal Classifications
Total Acres .220 Ag Acres .000 W/R Acres .000 <u>Improvements</u> Single-fam Detached 0 Non-dwell Units 0 Bdrm/Bath 0/.00 Single-fam Attached 0 MH Hookups 0 Stories .0 Multi-fam Units 0 Wells 0 Mobile Homes 0 Septic Tanks 0 Total Dwelling Units 0 Bldg Sq Ft 0 Garage Sq Ft 0 Attch/Detch Improvement List Basement Sq Ft 0 Finished 0	Current Land Use Code 140 Code Table Zoning C2 Re-appraisal Group 5 Re-appraisal Year 2008 Orig Constr Year Weighted Year

Assessed Valuation				Taxable Valuation			
Assessed Values	2012-13	2011-12	2010-11	Taxable Values	2012-13	2011-12	2010-11
Land	15,560	15,560	15,560	Land	44,457	44,457	44,457
Improvements	0	0	0	Improvements	0	0	0
Personal Property	0	0	0	Personal Property	0	0	0
Ag Land	0	0	0	Ag Land	0	0	0
Exemptions	0	0	0	Exemptions	0	0	0
Net Assessed Value	15,560	15,560	15,560	Net Taxable Value	44,457	44,457	44,457
Increased (New) Values				Increased (New) Values			
Land	0	0	0	Land	0	0	0
Improvements	0	0	0	Improvements	0	0	0
Personal Property	0	0	0	Personal Property	0	0	0



[Assessor Home](#) [Back to Search List](#)

[Personal Property](#) [Sales Data](#) [Secured Tax Inquiry](#) [Recorder Search](#)

Parcel Detail for Parcel # 006-052-06

Location

Property Location 105 PIKE ST
 Town DAYTON
 Subdivision DAYTON TOWN Lot 6 Block 8
 Property Name
 Remarks

[Add'l Addresses](#)
[Assessor Maps](#)
[Legal Description](#)

Ownership

Assessed Owner Name ZANDIAN, REZA
 Mailing Address P O BOX 927674
 SAN DIEGO, CA 92192-7674
 Legal Owner Name ZANDIAN, REZA
 Vesting Doc#, Date 342193 02/04/05 Book/Page /
 Map Document #s RS90448

[Ownership History](#)
[Document History](#)

Description

Total Acres .220 Ag Acres .000 W/R Acres .000

Improvements

Single-fam Detached 0	Non-dwell Units 0	Bdrm/Bath 0/00
Single-fam Attached 0	MH Hookups 0	Stories .0
Multi-fam Units 0	Wells 0	
Mobile Homes 0	Septic Tanks 0	
Total Dwelling Units 0	Bldg Sq Ft 0	
	Garage Sq Ft 0	Attch/Detch
Improvement List	Basement Sq Ft 0	Finished 0

Appraisal Classifications

Current Land Use Code 140 [Code Table](#)

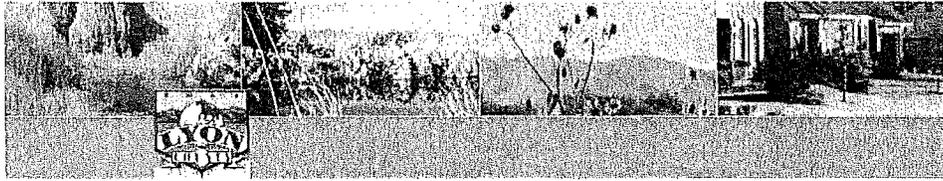
Zoning C2
 Re-appraisal Group 5 Re-appraisal Year 2008
 Orig Constr Year Weighted Year

Assessed Valuation

Assessed Values	2012-13	2011-12	2010-11
Land	15,560	15,560	15,560
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	15,560	15,560	15,560
Increased (New) Values			
Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

Taxable Valuation

Taxable Values	2012-13	2011-12	2010-11
Land	44,457	44,457	44,457
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	44,457	44,457	44,457
Increased (New) Values			
Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0



[Assessor Home](#) [Back to Search List](#)

[Personal Property](#) [Sales Data](#) [Secured Tax Inquiry](#) [Recorder Search](#)

Parcel Detail for Parcel # 015-311-18

<p align="center">Location</p> <p>Property Location HWY 50 Town STAGECOACH Add'l Addresses Subdivision Lot Block Assessor Maps Property Name Legal Description</p> <p>Remarks</p>	<p align="center">Ownership</p> <p>Assessed Owner Name ZANDIAN, REZA ET AL Mailing Address P O BOX 927674 Ownership History Add'l Owners SAN DIEGO, CA 92192-7674 Document History</p> <p>Legal Owner Name ZANDIAN, REZA ET AL Vesting Doc#, Date 344412 03/03/05 Book/Page 7 Map Document #s RS332209</p>
---	---

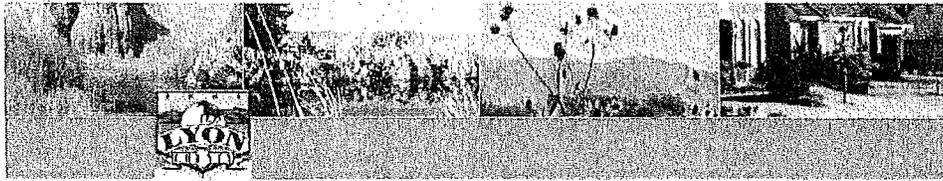
<p align="center">Description</p> <p>Total Acres 241.790 Ag Acres .000 W/R Acres .000</p> <p align="center">Improvements</p> <table border="0"> <tr> <td>Single-fam Detached 0</td> <td>Non-dwell Units 0</td> <td>Bdrm/Bath 0/.00</td> </tr> <tr> <td>Single-fam Attached 0</td> <td>MH Hookups 0</td> <td>Stories .0</td> </tr> <tr> <td>Multi-fam Units 0</td> <td>Wells 0</td> <td></td> </tr> <tr> <td>Mobile Homes 0</td> <td>Septic Tanks 0</td> <td></td> </tr> <tr> <td>Total Dwelling Units 0</td> <td>Bldg Sq Ft 0</td> <td></td> </tr> <tr> <td></td> <td>Garage Sq Ft 0</td> <td>Atch/Detch</td> </tr> <tr> <td>Improvement List</td> <td>Basement Sq Ft 0</td> <td>Finished 0</td> </tr> </table>	Single-fam Detached 0	Non-dwell Units 0	Bdrm/Bath 0/.00	Single-fam Attached 0	MH Hookups 0	Stories .0	Multi-fam Units 0	Wells 0		Mobile Homes 0	Septic Tanks 0		Total Dwelling Units 0	Bldg Sq Ft 0			Garage Sq Ft 0	Atch/Detch	Improvement List	Basement Sq Ft 0	Finished 0	<p align="center">Appraisal Classifications</p> <p>Current Land Use Code 120 Code Table</p> <p>Zoning RR3 Re-appraisal Group 1 Re-appraisal Year 2009 Orig Constr Year Weighted Year</p>
Single-fam Detached 0	Non-dwell Units 0	Bdrm/Bath 0/.00																				
Single-fam Attached 0	MH Hookups 0	Stories .0																				
Multi-fam Units 0	Wells 0																					
Mobile Homes 0	Septic Tanks 0																					
Total Dwelling Units 0	Bldg Sq Ft 0																					
	Garage Sq Ft 0	Atch/Detch																				
Improvement List	Basement Sq Ft 0	Finished 0																				

<p align="center">Assessed Valuation</p> <table border="0"> <thead> <tr> <th>Assessed Values</th> <th>2012-13</th> <th>2011-12</th> <th>2010-11</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td>24,500</td> <td>24,500</td> <td>24,500</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Ag Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Exemptions</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Net Assessed Value</td> <td>24,500</td> <td>24,500</td> <td>24,500</td> </tr> <tr> <td colspan="4">Increased (New) Values</td> </tr> <tr> <td>Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	Assessed Values	2012-13	2011-12	2010-11	Land	24,500	24,500	24,500	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Assessed Value	24,500	24,500	24,500	Increased (New) Values				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0	<p align="center">Taxable Valuation</p> <table border="0"> <thead> <tr> <th>Taxable Values</th> <th>2012-13</th> <th>2011-12</th> <th>2010-11</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td>70,000</td> <td>70,000</td> <td>70,000</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Ag Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Exemptions</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Net Taxable Value</td> <td>70,000</td> <td>70,000</td> <td>70,000</td> </tr> <tr> <td colspan="4">Increased (New) Values</td> </tr> <tr> <td>Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	Taxable Values	2012-13	2011-12	2010-11	Land	70,000	70,000	70,000	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Taxable Value	70,000	70,000	70,000	Increased (New) Values				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0
Assessed Values	2012-13	2011-12	2010-11																																																																																						
Land	24,500	24,500	24,500																																																																																						
Improvements	0	0	0																																																																																						
Personal Property	0	0	0																																																																																						
Ag Land	0	0	0																																																																																						
Exemptions	0	0	0																																																																																						
Net Assessed Value	24,500	24,500	24,500																																																																																						
Increased (New) Values																																																																																									
Land	0	0	0																																																																																						
Improvements	0	0	0																																																																																						
Personal Property	0	0	0																																																																																						
Taxable Values	2012-13	2011-12	2010-11																																																																																						
Land	70,000	70,000	70,000																																																																																						
Improvements	0	0	0																																																																																						
Personal Property	0	0	0																																																																																						
Ag Land	0	0	0																																																																																						
Exemptions	0	0	0																																																																																						
Net Taxable Value	70,000	70,000	70,000																																																																																						
Increased (New) Values																																																																																									
Land	0	0	0																																																																																						
Improvements	0	0	0																																																																																						
Personal Property	0	0	0																																																																																						

Ownership History for Parcel # 015-311-18			
Current Owners		Prior Owners	
Name	From	Name	From To
EL-SABAWI, RASHAD TR	2006	DEAD DOG RANCH LLC % LORETTA MC INTIRE 804 RED'S GRADE CARSON CITY, NV 89703	1997 2006
EL-SABAWI, REEM TR	2006		
FAYEGHI, JOHNATHON	2006		
EAGLES NEST LLC	2006		
ZANDIAN, REZA ET AL 8775 COSTA VERDE APT 1416 SAN DIEGO, CA 92122-0000	2005		
FOUGHANI, NILOOFAR	2005		
ABRISHAMI, ELIAS	2005		
ABRISHAMI, MONCO	2005		
ABRISHAMI, ENAYAT	2005		
ABRISHAMI, NAIMA	2005		

NOTE: This is not a complete history and should not be used in place of a title search

Close Window



[Assessor Home](#) [Back to Search List](#)

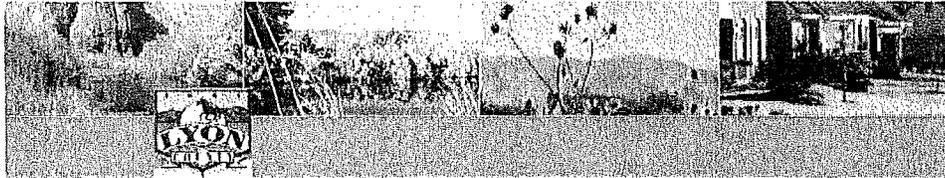
[Personal Property](#) [Sales Data](#) [Secured Tax Inquiry](#) [Recorder Search](#)

Parcel Detail for Parcel # 015-311-19			
Location		Ownership	
Property Location HWY 50 Town STAGE COACH Add'l Addresses Subdivision Lot Block Assessor Maps Property Name Legal Description		Assessed Owner Name ZANDIAN, REZA ET AL Mailing Address P O BOX 927674 Ownership History Add'l Owners SAN DIEGO, CA 92192-7674 Document History Legal Owner Name ZANDIAN, REZA ET AL Vesting Doc#, Date 344412 03/03/05 Book/Page / Map Document #s RS332209	
Remarks ZONE CHANGE FROM RR3 TO C2 6/1/2006			
Description		Appraisal Classifications	
Total Acres 47.750 Ag Acres .000 W/R Acres .000 Improvements Single-fam Detached 0 Non-dwell Units 0 Bdrm/Bath 0/.00 Single-fam Attached 0 MH Hookups 0 Stories .0 Multi-fam Units 0 Wells 0 Mobile Homes 0 Septic Tanks 0 Total Dwelling Units 0 Bldg Sq Ft 0 Garage Sq Ft 0 Attch/Detch Improvement List Basement Sq Ft 0 Finished 0		Current Land Use Code 140 Code Table Zoning C2 Re-appraisal Group 1 Re-appraisal Year 2009 Orig Constr Year Weighted Year	
Assessed Valuation		Taxable Valuation	
Assessed Values	2012-13	2011-12	2010-11
Land	16,710	16,710	16,710
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	16,710	16,710	16,710
Increased (New) Values			
Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0
Taxable Values	2012-13	2011-12	2010-11
Land	47,743	47,743	47,743
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	47,743	47,743	47,743
Increased (New) Values			
Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

Ownership History for Parcel # 015-311-19				
Current Owners		Prior Owners		
Name	From	Name	From	To
EL-SABAWI, RASHAD TR	2006	DEAD DOG RANCH LLC	1997	2005
EL-SABAWI, REEM TR	2006	% LORETTA MC INTIRE		
FAYEGHI, JOHNATHON	2006	804 RED'S GRADE		
EAGLES NEST LLC	2006	CARSON CITY, NV 89703		
ZANDIAN, REZA ET AL	2005			
8775 COSTA VERDE APT 1416				
SAN DIEGO, CA 92122-0000				
FOUGHANI, NILOOFAR	2005			
ABRISHAMI, ELIAS	2005			
ABRISHAMI, MINOO	2005			
ABRISHAMI, ENAYAT	2005			
ABRISHAMI, NAIMA	2005			

NOTE: This is not a complete history and should not be used in place of a title search.

Close Window



[Assessor Home](#) [Back to Search List](#)

[Personal Property](#) [Sales Data](#) [Secured Tax Inquiry](#) [Recorder Search](#)

Parcel Detail for Parcel # 021-451-22

<p align="center">Location</p> <p>Property Location Town FERNLEY Add Addresses Subdivision Lot Block Assessor Maps Property Name Legal Description</p> <p>Remarks</p>			<p align="center">Ownership</p> <p>Assessed Owner Name ZANDIAN, REZA ET AL Mailing Address P O BOX 927674 Ownership History SAN DIEGO, CA 92192-7674 Document History</p> <p>Legal Owner Name ZANDIAN, REZA ET AL Vesting Doc#, Date 356791 07/19/05 Book/Page / Map Document #s</p>																																																																																										
<p align="center">Description</p> <p>Total Acres 40.000 Ag Acres .000 W/R Acres .000</p> <p><u>Improvements</u></p> <p>Single-fam Detached 0 Non-dwell Units 0 Bdrm/Bath 0/.00 Single-fam Attached 0 MH Hookups 0 Stories .0 Multi-fam Units 0 Wells 0 Mobile Homes 0 Septic Tanks 0 Total Dwelling Units 0 Bldg Sq Ft 0 Garage Sq Ft 0 Aitch/Detch Improvement List Basement Sq Ft 0 Finished 0</p>			<p align="center">Appraisal Classifications</p> <p>Current Land Use Code 120 Code Table Zoning RR5 Re-appraisal Group 4 Re-appraisal Year 2007 Orig Constr Year Weighted Year</p>																																																																																										
<p align="center">Assessed Valuation</p> <table border="1"> <thead> <tr> <th>Assessed Values</th> <th>2012-13</th> <th>2011-12</th> <th>2010-11</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td>3,360</td> <td>3,360</td> <td>3,360</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Ag Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Exemptions</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Net Assessed Value</td> <td>3,360</td> <td>3,360</td> <td>3,360</td> </tr> <tr> <td colspan="4">Increased (New) Values</td> </tr> <tr> <td>Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>			Assessed Values	2012-13	2011-12	2010-11	Land	3,360	3,360	3,360	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Assessed Value	3,360	3,360	3,360	Increased (New) Values				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0	<p align="center">Taxable Valuation</p> <table border="1"> <thead> <tr> <th>Taxable Values</th> <th>2012-13</th> <th>2011-12</th> <th>2010-11</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td>9,600</td> <td>9,600</td> <td>9,600</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Ag Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Exemptions</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Net Taxable Value</td> <td>9,600</td> <td>9,600</td> <td>9,600</td> </tr> <tr> <td colspan="4">Increased (New) Values</td> </tr> <tr> <td>Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>			Taxable Values	2012-13	2011-12	2010-11	Land	9,600	9,600	9,600	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Taxable Value	9,600	9,600	9,600	Increased (New) Values				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0
Assessed Values	2012-13	2011-12	2010-11																																																																																										
Land	3,360	3,360	3,360																																																																																										
Improvements	0	0	0																																																																																										
Personal Property	0	0	0																																																																																										
Ag Land	0	0	0																																																																																										
Exemptions	0	0	0																																																																																										
Net Assessed Value	3,360	3,360	3,360																																																																																										
Increased (New) Values																																																																																													
Land	0	0	0																																																																																										
Improvements	0	0	0																																																																																										
Personal Property	0	0	0																																																																																										
Taxable Values	2012-13	2011-12	2010-11																																																																																										
Land	9,600	9,600	9,600																																																																																										
Improvements	0	0	0																																																																																										
Personal Property	0	0	0																																																																																										
Ag Land	0	0	0																																																																																										
Exemptions	0	0	0																																																																																										
Net Taxable Value	9,600	9,600	9,600																																																																																										
Increased (New) Values																																																																																													
Land	0	0	0																																																																																										
Improvements	0	0	0																																																																																										
Personal Property	0	0	0																																																																																										

Ownership History for Parcel # 021-451-22

Current Owners	
Name	From
ZANDIAN, REZA ET AL 8775 COSATA VERDE STE 1416 SAN DIEGO, CA 92122-0000	2005
FOUGHANI, NILCOFAR	2005

Prior Owners		
Name	From	To
ARNOLD, JACK G 10410 98 ST ANDERSON ISLAND, WA 98303-0000	2003	2005
EVANS, INGRID P O BOX 1182 RENO, NV 89504	1986	2003
EVANS, LAWRENCE & INGRID P O BOX 1182 RENO, NV 89504	1986	2003

NOTE: This is not a complete history and should not be used in place of a title search.

Close Window

Exhibit 9

Exhibit 9



CHURCHILL COUNTY

Office of the Assessor

[Assessor Home](#) [Back to Search List](#)

[Personal Property](#) [Sales Data](#) [Secured Tax Inquiry](#) [Recorder Search](#)

Parcel Detail for Parcel # 007-151-77																																																																																																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Location</th> </tr> </thead> <tbody> <tr> <td>Property Location 8825 BRUSH GARDEN DR</td> </tr> <tr> <td>Town</td> </tr> <tr> <td>Subdivision M&B Lot Block</td> </tr> <tr> <td>Property Name</td> </tr> <tr> <td>Remarks SPLIT PURSUANT TO DEED</td> </tr> </tbody> </table>	Location	Property Location 8825 BRUSH GARDEN DR	Town	Subdivision M&B Lot Block	Property Name	Remarks SPLIT PURSUANT TO DEED	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Ownership</th> </tr> </thead> <tbody> <tr> <td>Assessed Owner Name ZANDIAN REZA & NILOOFAR</td> </tr> <tr> <td>Mailing Address P O BOX 927674 Add'l Owners SAN DIEGO CA 92192-7674</td> </tr> <tr> <td>Legal Owner Name ZANDIAN REZA & NILOOFAR</td> </tr> <tr> <td>Vesting Doc#, Date 384273 07/27/06 Book/Page / Map Document #s 194386</td> </tr> </tbody> </table>	Ownership	Assessed Owner Name ZANDIAN REZA & NILOOFAR	Mailing Address P O BOX 927674 Add'l Owners SAN DIEGO CA 92192-7674	Legal Owner Name ZANDIAN REZA & NILOOFAR	Vesting Doc#, Date 384273 07/27/06 Book/Page / Map Document #s 194386																																																																																					
Location																																																																																																	
Property Location 8825 BRUSH GARDEN DR																																																																																																	
Town																																																																																																	
Subdivision M&B Lot Block																																																																																																	
Property Name																																																																																																	
Remarks SPLIT PURSUANT TO DEED																																																																																																	
Ownership																																																																																																	
Assessed Owner Name ZANDIAN REZA & NILOOFAR																																																																																																	
Mailing Address P O BOX 927674 Add'l Owners SAN DIEGO CA 92192-7674																																																																																																	
Legal Owner Name ZANDIAN REZA & NILOOFAR																																																																																																	
Vesting Doc#, Date 384273 07/27/06 Book/Page / Map Document #s 194386																																																																																																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Description</th> </tr> </thead> <tbody> <tr> <td>Total Acres 6.750 Ag Acres .000 W/R Acres .000</td> </tr> <tr> <td style="text-align: center;">Improvements</td> </tr> <tr> <td>Single-fam Detached 0 Non-dwell Units 0 Bdrm/Bath 0/.00</td> </tr> <tr> <td>Single-fam Attached 0 MH Hookups 0 Stories .0</td> </tr> <tr> <td>Multi-fam Units 0 Wells 0</td> </tr> <tr> <td>Mobile Homes 0 Septic Tanks 0</td> </tr> <tr> <td>Total Dwelling Units 0 Bldg Sq Ft 0</td> </tr> <tr> <td>Garage Sq Ft 0 Atch/Detch</td> </tr> <tr> <td>Basement Sq Ft 0 Finished 0</td> </tr> </tbody> </table>	Description	Total Acres 6.750 Ag Acres .000 W/R Acres .000	Improvements	Single-fam Detached 0 Non-dwell Units 0 Bdrm/Bath 0/.00	Single-fam Attached 0 MH Hookups 0 Stories .0	Multi-fam Units 0 Wells 0	Mobile Homes 0 Septic Tanks 0	Total Dwelling Units 0 Bldg Sq Ft 0	Garage Sq Ft 0 Atch/Detch	Basement Sq Ft 0 Finished 0	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Appraisal Classifications</th> </tr> </thead> <tbody> <tr> <td>Current Land Use Code 100</td> </tr> <tr> <td style="text-align: center;">Zoning C2</td> </tr> <tr> <td>Re-appraisal Group 3 Re-appraisal Year 2011</td> </tr> <tr> <td>Orig Constr Year Weighted Year</td> </tr> </tbody> </table>	Appraisal Classifications	Current Land Use Code 100	Zoning C2	Re-appraisal Group 3 Re-appraisal Year 2011	Orig Constr Year Weighted Year																																																																																	
Description																																																																																																	
Total Acres 6.750 Ag Acres .000 W/R Acres .000																																																																																																	
Improvements																																																																																																	
Single-fam Detached 0 Non-dwell Units 0 Bdrm/Bath 0/.00																																																																																																	
Single-fam Attached 0 MH Hookups 0 Stories .0																																																																																																	
Multi-fam Units 0 Wells 0																																																																																																	
Mobile Homes 0 Septic Tanks 0																																																																																																	
Total Dwelling Units 0 Bldg Sq Ft 0																																																																																																	
Garage Sq Ft 0 Atch/Detch																																																																																																	
Basement Sq Ft 0 Finished 0																																																																																																	
Appraisal Classifications																																																																																																	
Current Land Use Code 100																																																																																																	
Zoning C2																																																																																																	
Re-appraisal Group 3 Re-appraisal Year 2011																																																																																																	
Orig Constr Year Weighted Year																																																																																																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">Assessed Valuation</th> </tr> <tr> <th style="text-align: left;">Assessed Values</th> <th style="text-align: center;">2012-13</th> <th style="text-align: center;">2011-12</th> <th style="text-align: center;">2010-11</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td style="text-align: right;">8,820</td> <td style="text-align: right;">8,820</td> <td style="text-align: right;">8,820</td> </tr> <tr> <td>Improvements</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Personal Property</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Ag Land</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Exemptions</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Net Assessed Value</td> <td style="text-align: right;">8,820</td> <td style="text-align: right;">8,820</td> <td style="text-align: right;">8,820</td> </tr> <tr> <td>Increased (New) Values</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Land</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Improvements</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Personal Property</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> </tbody> </table>	Assessed Valuation				Assessed Values	2012-13	2011-12	2010-11	Land	8,820	8,820	8,820	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Assessed Value	8,820	8,820	8,820	Increased (New) Values				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">Taxable Valuation</th> </tr> <tr> <th style="text-align: left;">Taxable Values</th> <th style="text-align: center;">2012-13</th> <th style="text-align: center;">2011-12</th> <th style="text-align: center;">2010-11</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td style="text-align: right;">25,200</td> <td style="text-align: right;">25,200</td> <td style="text-align: right;">25,200</td> </tr> <tr> <td>Improvements</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Personal Property</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Ag Land</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Exemptions</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Net Taxable Value</td> <td style="text-align: right;">25,200</td> <td style="text-align: right;">25,200</td> <td style="text-align: right;">25,200</td> </tr> <tr> <td>Increased (New) Values</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Land</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Improvements</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Personal Property</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> </tbody> </table>	Taxable Valuation				Taxable Values	2012-13	2011-12	2010-11	Land	25,200	25,200	25,200	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Taxable Value	25,200	25,200	25,200	Increased (New) Values				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0
Assessed Valuation																																																																																																	
Assessed Values	2012-13	2011-12	2010-11																																																																																														
Land	8,820	8,820	8,820																																																																																														
Improvements	0	0	0																																																																																														
Personal Property	0	0	0																																																																																														
Ag Land	0	0	0																																																																																														
Exemptions	0	0	0																																																																																														
Net Assessed Value	8,820	8,820	8,820																																																																																														
Increased (New) Values																																																																																																	
Land	0	0	0																																																																																														
Improvements	0	0	0																																																																																														
Personal Property	0	0	0																																																																																														
Taxable Valuation																																																																																																	
Taxable Values	2012-13	2011-12	2010-11																																																																																														
Land	25,200	25,200	25,200																																																																																														
Improvements	0	0	0																																																																																														
Personal Property	0	0	0																																																																																														
Ag Land	0	0	0																																																																																														
Exemptions	0	0	0																																																																																														
Net Taxable Value	25,200	25,200	25,200																																																																																														
Increased (New) Values																																																																																																	
Land	0	0	0																																																																																														
Improvements	0	0	0																																																																																														
Personal Property	0	0	0																																																																																														



CHURCHILL COUNTY

Office of the Assessor

[Assessor Home](#) [Back to Search List](#)

[Personal Property](#) [Sales Data](#) [Secured Tax Inquiry](#) [Recorder Search](#)

Parcel Detail for Parcel # 009-331-04

<p align="center">Location</p> <p>Property Location 29-20-27 Town Subdivision 29-20-27 NW1/4 Lot Block Property Name Remarks</p>	<p align="center">Ownership</p> <p>Assessed Owner Name ZANDIAN R & FOUGHANI N Mailing Address P O BOX 927674 Add'l Owners SAN DIEGO CA 92102-7674 Legal Owner Name ZANDIAN R & FOUGHANI N Vesting Doc#, Date 372686 07/06/05 Book/Page / Map Document #</p>
--	---

[Add'l Addresses](#)
[Assessor Maps](#)
[Legal Description](#)

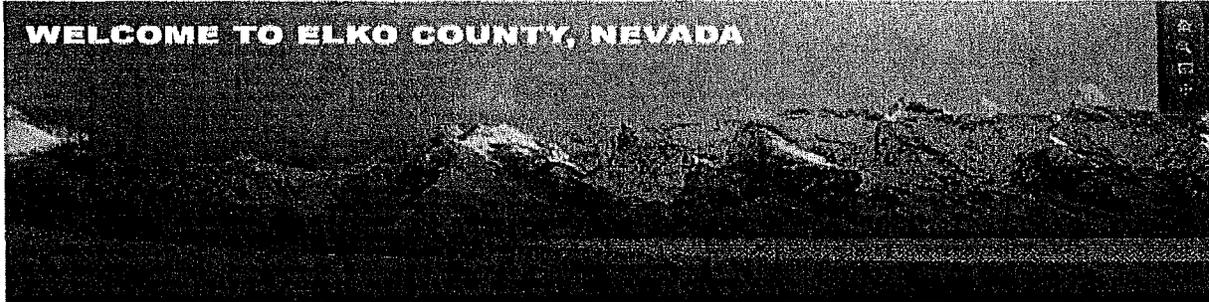
[Ownership History](#)
[Document History](#)

<p align="center">Description</p> <p>Total Acres 50.000 Ag Acres .000 W/R Acres .000</p> <p align="center">Improvements</p> <table style="width:100%;"> <tr> <td>Single-fam Detached 0</td> <td>Non-dwell Units 0</td> <td>Bdrm/Bath 0/00</td> </tr> <tr> <td>Single-fam Attached 0</td> <td>MH Hookups 0</td> <td>Stories .0</td> </tr> <tr> <td>Multi-fam Units 0</td> <td>Wells 0</td> <td></td> </tr> <tr> <td>Mobile Homes 0</td> <td>Septic Tanks 0</td> <td></td> </tr> <tr> <td>Total Dwelling Units 0</td> <td>Bldg Sq Ft 0</td> <td></td> </tr> <tr> <td></td> <td>Garage Sq Ft 0</td> <td>Atch/Detch</td> </tr> <tr> <td>Improvement List</td> <td>Basement Sq Ft 0</td> <td>Finished 0</td> </tr> </table>	Single-fam Detached 0	Non-dwell Units 0	Bdrm/Bath 0/00	Single-fam Attached 0	MH Hookups 0	Stories .0	Multi-fam Units 0	Wells 0		Mobile Homes 0	Septic Tanks 0		Total Dwelling Units 0	Bldg Sq Ft 0			Garage Sq Ft 0	Atch/Detch	Improvement List	Basement Sq Ft 0	Finished 0	<p align="center">Appraisal Classifications</p> <p>Current Land Use Code 100 Zoning RR20 Re-appraisal Group 3 Orig Constr Year Code Table Re-appraisal Year 2011 Weighted Year</p>
Single-fam Detached 0	Non-dwell Units 0	Bdrm/Bath 0/00																				
Single-fam Attached 0	MH Hookups 0	Stories .0																				
Multi-fam Units 0	Wells 0																					
Mobile Homes 0	Septic Tanks 0																					
Total Dwelling Units 0	Bldg Sq Ft 0																					
	Garage Sq Ft 0	Atch/Detch																				
Improvement List	Basement Sq Ft 0	Finished 0																				

Assessed Valuation				Taxable Valuation			
	2012-13	2011-12	2010-11		2012-13	2011-12	2010-11
Assessed Values				Taxable Values			
Land	2,625	2,625	6,300	Land	7,500	7,500	18,000
Improvements	0	0	0	Improvements	0	0	0
Personal Property	0	0	0	Personal Property	0	0	0
Ag Land	0	0	0	Ag Land	0	0	0
Exemptions	0	0	0	Exemptions	0	0	0
Net Assessed Value	2,625	2,625	6,300	Net Taxable Value	7,500	7,500	18,000
Increased (New) Values				Increased (New) Values			
Land	0	0	0	Land	0	0	0
Improvements	0	0	0	Improvements	0	0	0
Personal Property	0	0	0	Personal Property	0	0	0

Exhibit 10

Exhibit 10



[Assessor Home](#) [Back to Search List](#)
[Personal Property](#) [Sales Data](#) [Secured Tax Inquiry](#) [Recorder Search](#)

Parcel Detail for Parcel # 001-660-034																																																																																											
Location		Ownership																																																																																									
Property Location EL ARMUTH DR Town ELKO CITY Add'l Addresses Subdivision Lot Block Assessor Maps Property Name Legal Description		Assessed Owner Name ZANDIAN, REZA ET AL Mailing Address Ownership History PO BOX 927674 SAN DIEGO CA 92192-7674 Document History Legal Owner Name ZANDIAN, REZA ET AL Vesting Doc#, Date 560545 09/25/06 Book/Page / Map Document #s																																																																																									
Description		Appraisal Classifications																																																																																									
Total Acres 17.600 Ag Acres .000 W/R Acres .000 Improvements Single-fam Detached 0 Non-dwell Units 0 Bdrm/Bath 0/.00 Single-fam Attached 0 MH Hookups 0 Stories .0 Multi-fam Units 0 Wells 0 Mobile Homes 0 Septic Tanks 0 Total Dwelling Units 0 Bldg Sq Ft 0 Improvement List Garage Sq Ft 0 Atch/Detch Basement Sq Ft 0 Finished 0		Current Land Use Code 120 Code Table Zoning R RE Re-appraisal Group Y Re-appraisal Year 2009 Orig Constr Year Weighted Year																																																																																									
Assessed Valuation		Taxable Valuation																																																																																									
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Assessed Values</th> <th style="text-align: right;">2012-13</th> <th style="text-align: right;">2011-12</th> <th style="text-align: right;">2010-11</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td style="text-align: right;">24,640</td> <td style="text-align: right;">24,640</td> <td style="text-align: right;">24,640</td> </tr> <tr> <td>Improvements</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Personal Property</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Ag Land</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Exemptions</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Net Assessed Value</td> <td style="text-align: right;">24,640</td> <td style="text-align: right;">24,640</td> <td style="text-align: right;">24,640</td> </tr> <tr> <td colspan="4">Increased (New) Values</td> </tr> <tr> <td>Land</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Improvements</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Personal Property</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> </tbody> </table>		Assessed Values	2012-13	2011-12	2010-11	Land	24,640	24,640	24,640	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Assessed Value	24,640	24,640	24,640	Increased (New) Values				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Taxable Values</th> <th style="text-align: right;">2012-13</th> <th style="text-align: right;">2011-12</th> <th style="text-align: right;">2010-11</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td style="text-align: right;">70,400</td> <td style="text-align: right;">70,400</td> <td style="text-align: right;">70,400</td> </tr> <tr> <td>Improvements</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Personal Property</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Ag Land</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Exemptions</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Net Taxable Value</td> <td style="text-align: right;">70,400</td> <td style="text-align: right;">70,400</td> <td style="text-align: right;">70,400</td> </tr> <tr> <td colspan="4">Increased (New) Values</td> </tr> <tr> <td>Land</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Improvements</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Personal Property</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> <td style="text-align: right;">0</td> </tr> </tbody> </table>		Taxable Values	2012-13	2011-12	2010-11	Land	70,400	70,400	70,400	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Taxable Value	70,400	70,400	70,400	Increased (New) Values				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0
Assessed Values	2012-13	2011-12	2010-11																																																																																								
Land	24,640	24,640	24,640																																																																																								
Improvements	0	0	0																																																																																								
Personal Property	0	0	0																																																																																								
Ag Land	0	0	0																																																																																								
Exemptions	0	0	0																																																																																								
Net Assessed Value	24,640	24,640	24,640																																																																																								
Increased (New) Values																																																																																											
Land	0	0	0																																																																																								
Improvements	0	0	0																																																																																								
Personal Property	0	0	0																																																																																								
Taxable Values	2012-13	2011-12	2010-11																																																																																								
Land	70,400	70,400	70,400																																																																																								
Improvements	0	0	0																																																																																								
Personal Property	0	0	0																																																																																								
Ag Land	0	0	0																																																																																								
Exemptions	0	0	0																																																																																								
Net Taxable Value	70,400	70,400	70,400																																																																																								
Increased (New) Values																																																																																											
Land	0	0	0																																																																																								
Improvements	0	0	0																																																																																								
Personal Property	0	0	0																																																																																								

Exhibit 11

Exhibit 11

JOHNSON SPRING WATER COMPANY LLC

Business Entity Information			
Status:	Active	File Date:	10/01/2003
Type:	Domestic Limited-Liability Company	Entity Number:	LLC14948-2003
Qualifying State:	NV	List of Officers Due:	10/31/2012
Managed By:	Managers	Expiration Date:	10/01/2503
NV Business ID:	NV20031151284	Business License Exp:	10/31/2012

Registered Agent Information			
Name:	RAY KOROGHLI	Address 1:	3055 VIA SARA FINA DR.
Address 2:		City:	HENDERSON
State:	NV	Zip Code:	89052
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Manager - GHOLAMREZA ZANDIAN JAZI				
Address 1:	PO BOX 927674	Address 2:		
City:	SAN DIEGO	State:	CA	
Zip Code:	92192	Country:		
Status:	Active	Email:		
Manager - RAY KOROGHLI				
Address 1:	3055 VIA SARA FINA DR	Address 2:		
City:	HENDERSON	State:	NV	
Zip Code:	89052	Country:		
Status:	Active	Email:		
Manager - STAR LIVING TRUST(FRED SADRI)				
Address 1:	2827 S MONTEE CRISTO	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89117	Country:		
Status:	Active	Email:		

Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC14948-2003-001	# of Pages:	1

File Date:	10/01/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC14948-2003-003	# of Pages:	1
File Date:	12/24/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC14948-2003-004	# of Pages:	1
File Date:	10/07/2004	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC14948-2003-002	# of Pages:	1
File Date:	1/06/2005	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Amendment		
Document Number:	20050142169-40	# of Pages:	1
File Date:	4/21/2005	Effective Date:	
REG MAIL...4-27-05			
Action Type:	Annual List		
Document Number:	20050444611-17	# of Pages:	1
File Date:	9/23/2005	Effective Date:	
LIST 2005-2006 101105JMV			
Action Type:	Annual List		
Document Number:	20060537036-32	# of Pages:	1
File Date:	8/21/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070600163-45	# of Pages:	1
File Date:	8/29/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080583745-22	# of Pages:	1
File Date:	8/29/2008	Effective Date:	
08-09			
Action Type:	Annual List		
Document Number:	20090660620-81	# of Pages:	1
File Date:	8/31/2009	Effective Date:	
09/10			
Action Type:	Amendment		
Document Number:	20100689175-19	# of Pages:	1
File Date:	9/14/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100775875-12	# of Pages:	1
File Date:	10/14/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110672867-50	# of Pages:	1
File Date:	9/16/2011	Effective Date:	

2011-2012

GENERAL INFORMATION	
PARCEL NO.	071-02-000-013
OWNER AND MAILING ADDRESS	ZANDIAN REZA 8775 COSTA VERDE #501 SAN DIEGO CA 92122-5343
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	MOAPA VALLEY
ASSESSOR DESCRIPTION	PT SE4 NE4 SEC 02 16 68 SEC 02 TWP 16 RNG 68
RECORDED DOCUMENT NO.	* <u>20050420:00563</u>
RECORDED DATE	04/20/2005
VESTING	NO STATUS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	826
APPRAISAL YEAR	2011
FISCAL YEAR	11-12
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2010-11	2011-12
LAND	14000	10500
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	14000	10500
TAXABLE LAND+IMP (SUBTOTAL)	40000	30000
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	14000	10500
TOTAL TAXABLE VALUE	40000	30000

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	20.00 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR	40000 04/05
LAND USE	0-00 VACANT
DWELLING UNITS	0

GENERAL INFORMATION	
PARCEL NO.	071-02-000-005
OWNER AND MAILING ADDRESS	ZANDIAN REZA 8775 COSTA VERDE #501 SAN DIEGO CA 92122-5343
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	MOAPA VALLEY
ASSESSOR DESCRIPTION	PT NE4 NE4 SEC 02 16 68 SEC 02 TWP 16 RNG 68
RECORDED DOCUMENT NO.	* 20050419:04639
RECORDED DATE	04/19/2005
VESTING	NO STATUS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	826
APPRAISAL YEAR	2011
FISCAL YEAR	11-12
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2010-11	2011-12
LAND	7000	5250
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	7000	5250
TAXABLE LAND+IMP (SUBTOTAL)	20000	15000
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	7000	5250
TOTAL TAXABLE VALUE	20000	15000

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	10.00 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR	24000 04/05
LAND USE	0-00 VACANT
DWELLING UNITS	0

Exhibit 12

Exhibit 12

WENDOVER PROJECT L.L.C.

Business Entity Information			
Status:	Active	File Date:	4/07/2003
Type:	Domestic Limited-Liability Company	Entity Number:	LLC5010-2003
Qualifying State:	NV	List of Officers Due:	4/30/2012
Managed By:	Managers	Expiration Date:	4/07/2503
NV Business ID:	NV20031051984	Business License Exp:	4/30/2012

Registered Agent Information			
Name:	RAY KOROGHLI	Address 1:	3055 VIA SARA FINA DR.
Address 2:		City:	HENDERSON
State:	NV	Zip Code:	89052
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Manager - GHOLAMREZA ZANDIAN JAZI				
Address 1:	PO BOX 927674	Address 2:		
City:	SAN DIEGO	State:	CA	
Zip Code:	92192	Country:		
Status:	Active	Email:		
Manager - RAY KOROGHLI				
Address 1:	3055 VIA SARAFINA DR	Address 2:		
City:	HENDERSON	State:	NV	
Zip Code:	89052	Country:		
Status:	Active	Email:		
Manager - STARLIVING TRUST				
Address 1:	2827 S MONTE CRISTO	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89117	Country:		
Status:	Active	Email:		

Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC5010-2003-001	# of Pages:	1

File Date:	4/07/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC5010-2003-003	# of Pages:	1
File Date:	7/08/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC5010-2003-002	# of Pages:	1
File Date:	3/11/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050303179-80	# of Pages:	1
File Date:	7/05/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060225683-54	# of Pages:	1
File Date:	4/07/2006	Effective Date:	
06-07			
Action Type:	Annual List		
Document Number:	20070124283-99	# of Pages:	1
File Date:	2/20/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080256781-39	# of Pages:	1
File Date:	4/14/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090203430-03	# of Pages:	1
File Date:	2/27/2009	Effective Date:	
09-10			
Action Type:	Annual List		
Document Number:	20100243361-32	# of Pages:	1
File Date:	3/25/2010	Effective Date:	
10/11			
Action Type:	Annual List		
Document Number:	20110188889-46	# of Pages:	1
File Date:	3/14/2011	Effective Date:	
(No notes for this action)			

Exhibit 13

Exhibit 13

11000 RENO HIGHWAY, FALLON, L.L.C.

Business Entity Information			
Status:	Active	File Date:	6/09/2005
Type:	Domestic Limited-Liability Company	Entity Number:	E0363852005-8
Qualifying State:	NV	List of Officers Due:	6/30/2011
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20051368188	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	SEAN S. FAYEGHI	Address 1:	1401 LAS VEGAS BLVD SOUTH
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89104
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

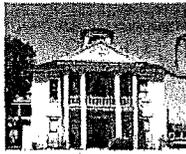
Officers		<input type="checkbox"/> Include Inactive Officers	
Manager - SEAN S FAYEGHI			
Address 1:	1401 S LAS VEGAS BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	USA
Status:	Active	Email:	
Manager - SHA REZAIE			
Address 1:	1401 S LAS VEGAS BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	USA
Status:	Active	Email:	
Manager - REZA ZANDIAN			
Address 1:	1401 S LAS VEGAS BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	USA
Status:	Active	Email:	

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	20050222393-68	# of Pages:	1
File Date:	6/09/2005	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		

Document Number:	20050222394-79	# of Pages:	2
File Date:	6/09/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060232918-43	# of Pages:	1
File Date:	4/12/2006	Effective Date:	
(No notes for this action)			
Action Type:	Amended List		
Document Number:	20060601627-50	# of Pages:	1
File Date:	9/19/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070460170-57	# of Pages:	1
File Date:	7/02/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080514441-09	# of Pages:	1
File Date:	7/30/2008	Effective Date:	
08/09			
Action Type:	Annual List		
Document Number:	20090396003-02	# of Pages:	1
File Date:	4/30/2009	Effective Date:	
09-10			
Action Type:	Annual List		
Document Number:	20100743536-41	# of Pages:	1
File Date:	10/01/2010	Effective Date:	
(No notes for this action)			

Exhibit 14

Exhibit 14



CHURCHILL COUNTY

Office of the Assessor

[Assessor Home](#)

[Back to Search List](#)

[Personal Property](#)

[Sales Data](#)

[Secured Tax Inquiry](#)

[Recorder Search](#)

Parcel Detail for Parcel # 007-091-12

Location

Property Location 11000 RENO HWY

Town HAZEN

Subdivision M&B Lot Block

Property Name

Remarks

[Add'l Addressés](#)

[Assessor Maps](#)

[Legal Description](#)

Ownership

Assessed Owner Name 11000 RENO HIGHWAY
FALLON LLC

Mailing Address 1401 LAS VEGAS BLVD S
LAS VEGAS NV 89104-1327

Legal Owner Name 11000 RENO HIGHWAY
FALLON LLC

Vesting Doc#, Date 372233 06/22/05 Book/Page /
Map Document #s

[Ownership History](#)

[Document History](#)

Description

Total Acres 640.000 Ag Acres .000 W/R Acres .000

Improvements

Single-fam Detached 0	Non-dwell Units 0	Bdrm/Bath 0/.00
Single-fam Attached 0	MH Hookups 0	Stories .0
Multi-fam Units 0	Wells 0	
Mobile Homes 0	Septic Tanks 0	
Total Dwelling Units 0	Bldg Sq Ft 0	
	Garage Sq Ft 0	Atch/Detch
Improvement List	Basement Sq Ft 0	Finished 0

Appraisal Classifications

Current Land Use Code 180

[Code Table](#)

Zoning RR20

Re-appraisal Group 3
Orig Constr Year

Re-appraisal Year 2011
Weighted Year

Assessed Valuation

Assessed Values	2012-13	2011-12	2010-11
Land	56,000	56,000	201,600
Improvements	458	468	530
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	56,458	56,468	202,130
Increased (New) Values			
Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

Taxable Valuation

Taxable Values	2012-13	2011-12	2010-11
Land	160,000	160,000	576,000
Improvements	1,309	1,337	1,514
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	161,309	161,337	577,514
Increased (New) Values			
Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

Exhibit 15

Exhibit 15

MISFITS DEVELOPMENT L.L.C.

Business Entity Information			
Status:	Active	File Date:	8/26/2005
Type:	Domestic Limited-Liability Company	Entity Number:	E0571202005-3
Qualifying State:	NV	List of Officers Due:	8/31/2011
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20051069626	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	REZA ZANDIAN	Address 1:	8350 W. SAHARA AVE SUITE 150
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:	8 SAN RAMON DR	Mailing Address 2:	
Mailing City:	IRVINE	Mailing State:	CA
Mailing Zip Code:	92612		
Agent Type:	Noncommercial Registered Agent		

Financial Information	
No Par Share Count:	0
Capital Amount:	\$ 0
No stock records found for this company	

Officers		<input type="checkbox"/> Include Inactive Officers	
Managing Member - SAEID AMINPOUR			
Address 1:	701 NORTE CAMDEN DR	Address 2:	
City:	BEVERLY HILLS	State:	CA
Zip Code:	90201	Country:	USA
Status:	Active	Email:	
Managing Member - NICHOLAS ESKANDARI			
Address 1:	433 N CAMDEN STE 400	Address 2:	
City:	BEVERLY HILLS	State:	CA
Zip Code:	90210	Country:	USA
Status:	Active	Email:	
Managing Member - REZA ZANDIAN			
Address 1:	P.O.BOX 927674	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92192-7674	Country:	USA
Status:	Active	Email:	

Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	20050351501-12	# of Pages:	1
File Date:	8/26/2005	Effective Date:	
(No notes for this action)			

Action Type:	Initial List		
Document Number:	20050356456-56	# of Pages:	1
File Date:	8/29/2005	Effective Date:	
(No notes for this action)			
Action Type:	Amended List		
Document Number:	20050555770-86	# of Pages:	1
File Date:	11/16/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060673303-50	# of Pages:	1
File Date:	10/18/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070683552-98	# of Pages:	1
File Date:	10/02/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080564590-59	# of Pages:	1
File Date:	8/25/2008	Effective Date:	
08/09			
Action Type:	Annual List		
Document Number:	20090676689-23	# of Pages:	1
File Date:	9/11/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100642222-11	# of Pages:	1
File Date:	8/26/2010	Effective Date:	
(No notes for this action)			

Exhibit 16

Exhibit 16

ELKO NORTH 5TH AVE, LLC

Business Entity Information			
Status:	Active	File Date:	8/31/2005
Type:	Domestic Limited-Liability Company	Entity Number:	E0580312005-7
Qualifying State:	NV	List of Officers Due:	8/31/2011
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20051442315	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	REZA ZANDIAN	Address 1:	8350 W. SAHARA AVE SUITE 150
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:	7590 FAY AVE, SUITE 401	Mailing Address 2:	
Mailing City:	LA JOLLA	Mailing State:	CA
Mailing Zip Code:	92037		
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Managing Member - CHAKAMIAN 2004 TRUST				
Address 1:	7590 FAY AVE, #401	Address 2:		
City:	LA JOLLA	State:	CA	
Zip Code:	92037	Country:		
Status:	Active	Email:		
Managing Member - MOINZADEH FAMILY REVOCABLE TRUST				
Address 1:	7590 FAY AVE, #401	Address 2:		
City:	LA JOLLA	State:	CA	
Zip Code:	92037	Country:		
Status:	Active	Email:		
Managing Member - REZA ZANDIAN				
Address 1:	P.O. BOX 927674	Address 2:		
City:	SAN DIEGO	State:	CA	
Zip Code:	92192	Country:	USA	
Status:	Active	Email:		

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	20050384566-57	# of Pages:	2
File Date:	8/31/2005	Effective Date:	
REG MAIL SAE 9-1-05			

Action Type:	Initial List		
Document Number:	20050437973-30	# of Pages:	1
File Date:	9/27/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060673304-61	# of Pages:	1
File Date:	10/18/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070574309-37	# of Pages:	1
File Date:	8/20/2007	Effective Date:	
07-08			
Action Type:	Annual List		
Document Number:	20080564591-60	# of Pages:	1
File Date:	8/25/2008	Effective Date:	
08/09			
Action Type:	Annual List		
Document Number:	20090676691-66	# of Pages:	1
File Date:	9/11/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100642221-00	# of Pages:	1
File Date:	8/26/2010	Effective Date:	
(No notes for this action)			

Exhibit 17

Exhibit 17

STAGECOACH VALLEY LLC.

Business Entity Information			
Status:	Active	File Date:	4/09/2007
Type:	Domestic Limited-Liability Company	Entity Number:	E0263162007-6
Qualifying State:	NV	List of Officers Due:	4/30/2012
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20071497897	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	REZA ZANDIAN	Address 1:	8350 W. SAHARA AVENUE
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:	8775 COSTA VERDE #501	Mailing Address 2:	
Mailing City:	SAN DIEGO	Mailing State:	CA
Mailing Zip Code:	92122		
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Managing Member - BIJAN AKHAVAN				
Address 1:	15456 VENTURA BLVD #300	Address 2:		
City:	SHERMAN OAKS	State:	CA	
Zip Code:	91403	Country:		
Status:	Active	Email:		
Managing Member - SASSAN CHAKAMIAN				
Address 1:	7590 FAY AVE. STE 401	Address 2:		
City:	LA JOLLA	State:	CA	
Zip Code:	92037	Country:		
Status:	Active	Email:		
Managing Member - REZA ZANDIAN				
Address 1:	830 LAS VEGAS BLVD SOUTH	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89101	Country:		
Status:	Active	Email:		

Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	20070248707-47	# of Pages:	2
File Date:	4/09/2007	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		

Document Number:	20070248709-69	# of Pages:	1
File Date:	4/09/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080270927-97	# of Pages:	1
File Date:	4/21/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090676690-55	# of Pages:	1
File Date:	9/11/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100642220-99	# of Pages:	1
File Date:	8/26/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110343835-00	# of Pages:	1
File Date:	5/06/2011	Effective Date:	
11-12			

Exhibit 18

Exhibit 18

ROCK AND ROYALTY LLC

Business Entity Information			
Status:	Revoked	File Date:	4/28/2008
Type:	Domestic Limited-Liability Company	Entity Number:	E0277292008-8
Qualifying State:	NV	List of Officers Due:	4/30/2009
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20081306105	Business License Exp:	

Additional Information	
Series LLC (YES if applicable):	YES

Registered Agent Information			
Name:	REZA ZANDIAN	Address 1:	1401 S. LAS VEGAS BLVD
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89104
Phone:		Fax:	
Mailing Address 1:	8775 COSTA VERDE #501	Mailing Address 2:	
Mailing City:	SAN DIEGO	Mailing State:	CA
Mailing Zip Code:	92122		
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers		<input type="checkbox"/> Include Inactive Officers
Managing Member - NILOOFAR FOUGHANI ZANDIAN		
Address 1:	8775 COSTA VERDE BLVD	Address 2: #501
City:	SAN DIEGO	State: CA
Zip Code:	92122	Country:
Status:	Active	Email:

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	20080290681-46	# of Pages:	2
File Date:	4/28/2008	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20080373743-57	# of Pages:	1
File Date:	5/29/2008	Effective Date:	
08-09			

Exhibit 19

Exhibit 19

GOLD CANYON DEVELOPMENT LLC

Business Entity Information			
Status:	Default	File Date:	5/27/2004
Type:	Domestic Limited-Liability Company	Entity Number:	LLC11545-2004
Qualifying State:	NV	List of Officers Due:	5/31/2011
Managed By:	Managers	Expiration Date:	5/27/2504
NV Business ID:	NV20041117776	Business License Exp:	

Registered Agent Information			
Name:	ELIAS ABRISHAMI	Address 1:	220 SUSSEX PL
Address 2:		City:	CARSON CITY
State:	NV	Zip Code:	89703
Phone:		Fax:	
Mailing Address 1:	PO BOX 2919	Mailing Address 2:	
Mailing City:	CARSON CITY	Mailing State:	NV
Mailing Zip Code:	89702		
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Managing Member - ELIAS ABRISHAMI				
Address 1:	P O BOX 10476	Address 2:		
City:	BEVERLY HILLS	State:	CA	
Zip Code:	90213	Country:		
Status:	Active	Email:		
Managing Member - RAFI ABRISHAMI				
Address 1:	P O BOX 10325	Address 2:		
City:	BEVERLY HILLS	State:	CA	
Zip Code:	90213	Country:		
Status:	Active	Email:		
Managing Member - REZA ZANDIAN				
Address 1:	8775 COSTA VERDE BLVD., #501	Address 2:		
City:	SAN DIEGO	State:	CA	
Zip Code:	92122	Country:		
Status:	Active	Email:		

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC11545-2004-001	# of Pages:	1
File Date:	5/27/2004	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		

Document Number:	LLC11545-2004-002	# of Pages:	1
File Date:	7/11/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Registered Agent Change		
Document Number:	LLC11545-2004-003	# of Pages:	1
File Date:	11/16/2004	Effective Date:	
ELIAS ABRISHAMI SUITE #1011			
9550 W. SAHARA AVENUE LAS VEGAS NV 89117 RXS			
ELIAS ABRISHAMI RXS			
RXS			
Action Type:	Annual List		
Document Number:	20050163958-39	# of Pages:	1
File Date:	5/02/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060176567-90	# of Pages:	1
File Date:	3/20/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070373918-40	# of Pages:	1
File Date:	5/29/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080344948-12	# of Pages:	1
File Date:	5/19/2008	Effective Date:	
2008-2009			
Action Type:	Annual List		
Document Number:	20090433604-71	# of Pages:	1
File Date:	5/20/2009	Effective Date:	
09-10			
Action Type:	Annual List		
Document Number:	00002746565-45	# of Pages:	1
File Date:	5/28/2010	Effective Date:	
10-11			

Exhibit 20

Exhibit 20

HIGH-TECH DEVELOPMENT LLC

Business Entity Information			
Status:	Dissolved	File Date:	9/22/2004
Type:	Domestic Limited-Liability Company	Entity Number:	LLC21816-2004
Qualifying State:	NV	List of Officers Due:	9/30/2005
Managed By:	Managers	Expiration Date:	9/22/2504
NV Business ID:	NV20041220539	Business License Exp:	

Registered Agent Information			
Name:	ELIAS ABRISHAMI	Address 1:	8350 W SAHARA AVE
Address 2:	STE 150	City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Managing Member - ELIAS ABRISHAMI				
Address 1:	PO BOX 2919	Address 2:		
City:	CARSON CITY	State:	NV	
Zip Code:	89702	Country:		
Status:	Active	Email:		
Managing Member - RAFI ABRISHAMI				
Address 1:	PO BOX 2919	Address 2:		
City:	CARSON CITY	State:	NV	
Zip Code:	89702	Country:		
Status:	Active	Email:		
Managing Member - REZA ZANDIAN				
Address 1:	220 SUSSEX PL	Address 2:		
City:	CARSON CITY	State:	NV	
Zip Code:	89703	Country:		
Status:	Active	Email:		

Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC21816-2004-001	# of Pages:	1
File Date:	9/22/2004	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		

Document Number:	LLC21816-2004-002	# of Pages:	1
File Date:	11/01/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Dissolution		
Document Number:	20050090100-27	# of Pages:	1
File Date:	3/18/2005	Effective Date:	
(No notes for this action)			

Exhibit 21

Exhibit 21

LYON PARK DEVELOPMENT LLC

Business Entity Information			
Status:	Dissolved	File Date:	9/22/2004
Type:	Domestic Limited-Liability Company	Entity Number:	LLC21824-2004
Qualifying State:	NV	List of Officers Due:	9/30/2005
Managed By:	Managers	Expiration Date:	9/22/2504
NV Business ID:	NV20041220616	Business License Exp:	

Registered Agent Information			
Name:	ELIAS ABRISHAMI	Address 1:	8350 W SAHARA AVE
Address 2:	STE 150	City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Managing Member - ELIAS ABRISHAMI				
Address 1:	PO BOX 2919	Address 2:		
City:	CARSON CITY	State:	NV	
Zip Code:	89702	Country:		
Status:	Active	Email:		
Managing Member - RAFI ABRISHAMI				
Address 1:	PO BOX 2919	Address 2:		
City:	CARSON CITY	State:	NV	
Zip Code:	89702	Country:		
Status:	Active	Email:		
Managing Member - REZA ZANDIAN				
Address 1:	220 SUSSEX PL	Address 2:		
City:	CARSON CITY	State:	NV	
Zip Code:	89703	Country:		
Status:	Active	Email:		

Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC21824-2004-001	# of Pages:	1
File Date:	9/22/2004	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		

Document Number:	LLC21824-2004-002	# of Pages:	1
File Date:	11/01/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Dissolution		
Document Number:	20050090105-72	# of Pages:	1
File Date:	3/18/2005	Effective Date:	
(No notes for this action)			

Exhibit 22

Exhibit 22

CHURCHILL PARK DEVELOPMENT LLC

Business Entity Information			
Status:	Dissolved	File Date:	9/22/2004
Type:	Domestic Limited-Liability Company	Entity Number:	LLC21827-2004
Qualifying State:	NV	List of Officers Due:	9/30/2005
Managed By:	Managers	Expiration Date:	9/22/2504
NV Business ID:	NV20041220644	Business License Exp:	

Registered Agent Information			
Name:	ELIAS ABRISHAMI	Address 1:	8350 W SAHARA AVE
Address 2:	STE 150	City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information	
No Par Share Count:	0
Capital Amount:	\$ 0
No stock records found for this company	

Officers		<input type="checkbox"/> Include Inactive Officers	
Managing Member - ELIAS ABRISHAMI			
Address 1:	PO BOX 2919	Address 2:	
City:	CARSON CITY	State:	NV
Zip Code:	89702	Country:	
Status:	Active	Email:	
Managing Member - RAFI ABRISHAMI			
Address 1:	PO BOX 2919	Address 2:	
City:	CARSON CITY	State:	NV
Zip Code:	89702	Country:	
Status:	Active	Email:	
Managing Member - REZA ZANDIAN			
Address 1:	220 SUSSEX PL	Address 2:	
City:	CARSON CITY	State:	NV
Zip Code:	89703	Country:	
Status:	Active	Email:	

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC21827-2004-001	# of Pages:	1
File Date:	9/22/2004	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		

Document Number:	LLC21827-2004-002	# of Pages:	1
File Date:	11/01/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Dissolution		
Document Number:	20050090112-60	# of Pages:	1
File Date:	3/18/2005	Effective Date:	
(No notes for this action)			

Exhibit 23

Exhibit 23

SPARKS VILLAGE LLC

Business Entity Information			
Status:	Default	File Date:	12/15/2004
Type:	Domestic Limited-Liability Company	Entity Number:	LLC29380-2004
Qualifying State:	NV	List of Officers Due:	12/31/2010
Managed By:	Managers	Expiration Date:	12/15/2504
NV Business ID:	NV20041295883	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	SEAN S. FAYEGHI	Address 1:	1401 LAS VEGAS BLVD SOUTH
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89104
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers		<input type="checkbox"/> Include Inactive Officers	
Manager - SEAN S FAYEGHI			
Address 1:	1401 S. LAS VEGAS BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	
Status:	Active	Email:	
Manager - REZA ZANDIAN			
Address 1:	1401 S. LAS VEGAS BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	
Status:	Active	Email:	

Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC29380-2004-001	# of Pages:	1
File Date:	12/15/2004	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	LLC29380-2004-002	# of Pages:	1
File Date:	12/15/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050561932-73	# of Pages:	1

File Date:	11/18/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070107298-06	# of Pages:	1
File Date:	2/08/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070801466-64	# of Pages:	1
File Date:	11/26/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080805719-20	# of Pages:	1
File Date:	12/10/2008	Effective Date:	
08-09			
Action Type:	Annual List		
Document Number:	20100743562-60	# of Pages:	1
File Date:	10/01/2010	Effective Date:	
(No notes for this action)			

Exhibit 24

Exhibit 24

OPTIMA TECHNOLOGY CORPORATION

Business Entity Information			
Status:	Revoked	File Date:	10/11/2004
Type:	Domestic Close Corporation	Entity Number:	C27410-2004
Qualifying State:	NV	List of Officers Due:	10/31/2008
Managed By:		Expiration Date:	
NV Business ID:	NV20041618927	Business License Exp:	

Registered Agent Information			
Name:	REZA ZANDIAN	Address 1:	8350 W. SAHARA AVE SUITE 150
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:	8 SAN RAMON DR	Mailing Address 2:	
Mailing City:	IRVINE	Mailing State:	CA
Mailing Zip Code:	92612		
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	10,000.00	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
President - REZA ZANDIAN				
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:		
City:	SAN DIEGO	State:	CA	
Zip Code:	92122	Country:	USA	
Status:	Active	Email:		
Secretary - REZA ZANDIAN				
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:		
City:	SAN DIEGO	State:	CA	
Zip Code:	92122	Country:	USA	
Status:	Active	Email:		
Treasurer - REZA ZANDIAN				
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:		
City:	SAN DIEGO	State:	CA	
Zip Code:	92122	Country:	USA	
Status:	Active	Email:		
Director - REZA ZANDIAN				
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:		
City:	SAN DIEGO	State:	CA	
Zip Code:	92122	Country:	USA	
Status:	Active	Email:		

Actions/Amendments

Action Type:	Articles of Incorporation		
Document Number:	C27410-2004-001	# of Pages:	1
File Date:	10/11/2004	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	C27410-2004-002	# of Pages:	1
File Date:	10/11/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050611409-08	# of Pages:	1
File Date:	12/13/2005	Effective Date:	
(No notes for this action)			
Action Type:	Amended List		
Document Number:	20060416290-50	# of Pages:	1
File Date:	6/28/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060673305-72	# of Pages:	1
File Date:	10/18/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070840329-25	# of Pages:	1
File Date:	12/11/2007	Effective Date:	
(No notes for this action)			

Exhibit 25

Exhibit 25

I-50 PLAZA LLC

Business Entity Information			
Status:	Default	File Date:	2/03/2005
Type:	Domestic Limited-Liability Company	Entity Number:	E0011952005-5
Qualifying State:	NV	List of Officers Due:	2/28/2011
Managed By:	Managers	Expiration Date:	2/03/2505
NV Business ID:	NV20051209794	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	SEAN S. FAYEGHI	Address 1:	1401 LAS VEGAS BLVD SOUTH
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89104
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers		<input type="checkbox"/> Include Inactive Officers	
Managing Member - SEAN S FAYEGHI			
Address 1:	1401 S. LAS VEGAS BLVD.	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	
Status:	Active	Email:	
Managing Member - REZA ZANDIAN			
Address 1:	8350 W. SAHARA AVE.	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Active	Email:	

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	20050007640-04	# of Pages:	2
File Date:	2/03/2005	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20050007642-26	# of Pages:	1
File Date:	2/03/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20050632605-29	# of Pages:	1

File Date:	12/21/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070012183-14	# of Pages:	1
File Date:	1/04/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080097515-37	# of Pages:	1
File Date:	2/12/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080806151-81	# of Pages:	1
File Date:	12/10/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100743512-65	# of Pages:	1
File Date:	10/01/2010	Effective Date:	
(No notes for this action)			

Exhibit 26

Exhibit 26

DAYTON PLAZA, L.L.C.

Business Entity Information			
Status:	Default	File Date:	5/18/2005
Type:	Domestic Limited-Liability Company	Entity Number:	E0307202005-3
Qualifying State:	NV	List of Officers Due:	5/31/2011
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20051324192	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	SEAN S. FAYEGHI	Address 1:	1401 LAS VEGAS BLVD SOUTH
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89104
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Manager - SEAN S FAYEGHI				
Address 1:	1401 LAS VEGAS BLVD. SOUTH	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89104	Country:		
Status:	Active	Email:		
Manager - SHAHROKH REZAI				
Address 1:	7353 SINGING TREE ST.	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89123	Country:		
Status:	Active	Email:		
Manager - REZA ZANDIAN				
Address 1:	8350 W. SAHARA AVE.	Address 2:	SUITE 150	
City:	LAS VEGAS	State:	NV	
Zip Code:	89117	Country:		
Status:	Active	Email:		

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	20050184429-75	# of Pages:	1
File Date:	5/18/2005	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		

Document Number:	20050184430-07	# of Pages:	1
File Date:	5/18/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060282468-48	# of Pages:	1
File Date:	5/03/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070385782-52	# of Pages:	1
File Date:	5/31/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080380264-03	# of Pages:	1
File Date:	6/02/2008	Effective Date:	
08/09			
Action Type:	Annual List		
Document Number:	20090396017-67	# of Pages:	1
File Date:	4/30/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100743576-25	# of Pages:	1
File Date:	10/01/2010	Effective Date:	
(No notes for this action)			

Exhibit 27

Exhibit 27

RENO HIGHWAY PLAZA, L.L.C.

Business Entity Information			
Status:	Revoked	File Date:	6/05/2006
Type:	Domestic Limited-Liability Company	Entity Number:	E0416572006-9
Qualifying State:	NV	List of Officers Due:	6/30/2007
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20061046071	Business License Exp:	

Registered Agent Information			
Name:	SEAN S. FEYEGHI	Address 1:	5945 ROBERT HAMPTON ROAD
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89120
Phone:		Fax:	
Mailing Address 1:	1401 SOUTH LAS VEGAS BLVD	Mailing Address 2:	
Mailing City:	LAS VEGAS	Mailing State:	NV
Mailing Zip Code:	89104		
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Manager - SEAN S FAYEGHI				
Address 1:	1401 SOUTH LAS VEGAS BLVD	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89104	Country:		
Status:	Active	Email:		
Manager - REZA ZANDIAN				
Address 1:	8775 CASTA VERDE BLVD	Address 2:	SUITE 1416	
City:	SAN DIEGO	State:	CA	
Zip Code:	92122	Country:		
Status:	Active	Email:		

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	20060359719-12	# of Pages:	2
File Date:	6/05/2006	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20060359720-44	# of Pages:	1
File Date:	6/05/2006	Effective Date:	
(No notes for this action)			

Exhibit 28

Exhibit 28

GREENBERG TRAUIG, LLP

ATTORNEYS AT LAW

SUITE 700

2375 EAST CAMELBACK ROAD

PHOENIX, ARIZONA 85016

(602) 445-8000

E. Jeffrey Walsh, SBN 09334, WalshJ@gtlaw.com

Scott J. Bornstein, BornsteinS@gtlaw.com

Allan A. Kassenoff, KassenoffA@gtlaw.com

GREENBERG TRAUIG, LLP

200 Park Avenue, 34th Floor

MetLife Building

New York, NY 10166

Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS
CORPORATION,

Plaintiff,

v.

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

Defendants.

Case No. CV-00588-RC

SECOND AMENDED COMPLAINT

[JURY TRIAL DEMANDED]

Plaintiff Universal Avionics Systems Corporation (“Universal”), by and through its undersigned attorneys, for their Second Amended Complaint against Defendants Optima Technology Group, Inc. (“OTG”), Optima Technology Corporation (“OTC”) and Jed Margolin (“Margolin”) (collectively, “Defendants”) alleges as follows based upon its best available information and belief. Defendant OTG is an entity commonly referred to as a patent holding company. In simple terms, Defendants OTG, its President and CEO Robert Adams (“Adams”), and Margolin, made repeated and baseless threats to Universal regarding several patents purportedly owned by OTG. No longer willing to be subjected

1 to meritless allegations and countless threats, Universal initiated the present action.

2 **NATURE OF THE ACTION**

3 1. This is an action seeking a declaratory judgment that U.S. Patent Nos.
4 5,566,073 (the "'073 patent") and 5,904,724 (the "'724 patent") (collectively, the
5 "Patents-in-Suit") are invalid and not infringed.

6 **THE PARTIES**

7 2. Plaintiff Universal is an Arizona corporation, having a principal place of
8 business at 3260 East Universal Way, Tucson, Arizona 85706.

9 3. Upon information and belief, Defendant Optima Technology Group, Inc. is
10 a Delaware corporation, having a principal place of business at 1981 Empire Road, Reno,
11 Nevada 89521.

12 4. Upon information and belief, Defendant Optima Technology Corporation is
13 a California corporation, having a principal place of business at 2222 Michelson Drive,
14 Suite 1830, Irvine, California 92612.

15 5. Upon information and belief, Defendant Margolin resides at 1981 Empire
16 Road, Reno, Nevada 89521.

17 **JURISDICTION AND VENUE**

18 6. This is an action seeking a declaratory judgment that the '073 patent and the
19 '724 patent are invalid and not infringed.

20 7. This Court has original jurisdiction over this action pursuant to the Federal
21 Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202, the Patent Laws of the United States,
22 35 U.S.C. §100 et seq. and 28 U.S.C. §§ 1331, 1332 and 1338(a) and (b).

23 8. Venue is proper in this judicial district because Defendants have engaged in
24 business dealings with Plaintiff Universal in this judicial district. *See* 28 U.S.C. § 1391.

25 9. Additionally, Defendants OTG and Margolin have not objected to the
26 jurisdiction of this Court or that venue is proper.

1 infringes the Patents-in-Suit. (Attached as Exhibit 4 to the original Complaint).

2 15. Adams suggested that Universal should either purchase or accept a license
3 under the Patents-in-Suit in order to assert it against Honeywell. That communication
4 also contained an email from Margolin in which he suggested that Universal “could get
5 some leverage against Honeywell . . . by buying ‘073 and/or taking an exclusive license
6 from us and then nail Honeywell who also infringes [the ‘073 patent].” (Attached as
7 Exhibit 5 to the original Complaint).

8 16. Universal’s counsel responded to Adams the same day, informing Adams
9 that an analysis was necessary prior to considering OTG’s license offer.

10 17. Despite Adams’ initial suggestion that the overture was intended to “help”
11 Universal in an action against Honeywell, he almost immediately began asserting that
12 Universal was also infringing the Patents-in-Suit. (*Id.*)

13 18. On or about July 16, 2007, Adams began to issue not-so-subtle threats
14 against Universal, suggesting that OTG would grant a license under the Patents-in-Suit to
15 Honeywell -- so that Honeywell could sue Universal -- should Universal decline OTG’s
16 offer. “Seeing that both your client [Universal] and Honeywell infringes, it might be a
17 good thing for your client to take the exclusive license now that your case turned, before
18 of course Honeywell takes the opportunity to do the same thing and use it against others.”
19 (*Id.*)

20 19. Adams continued his threats against Universal in an August 7, 2007 email in
21 which he claimed that OTG had decided on a law firm “in the event that I need to hire
22 them to take on Honeywell, Mercury Computer Systems as well as all the others.”
23 (Attached as Exhibit 6 to the original Complaint).

24 20. On or about August 10, 2007, Universal responded to the August 7, 2007
25 email, informing Adams that counsel would be speaking to Universal’s management in
26 the coming week to discuss OTG’s license offer. Adams apparently was satisfied by this

1 response, as he retreated from his threats and returned to discussing the possibility of
2 Universal and OTG cooperating and entering into a “working relationship.” Specifically,
3 Adams opined that “[o]ur working models show that not only would [the Patents-in-Suit]
4 make Honeywell back-off their case against your client [Universal], but your client will be
5 in a key position to go after approximately \$56 Million and growing in business that
6 Honeywell infringes. A win win for both of us” (Attached as Exhibit 7 to the
7 original Complaint).

8 21. On or about August 15, 2007, Universal and Adams agreed to meet in an
9 effort to resolve the dispute. The meeting was scheduled for September 11, 2007 at
10 Universal’s corporate headquarters in Tucson, Arizona (the “Tucson Meeting”). In
11 anticipation of the Tucson Meeting, on or about August 22, 2007, Universal and OTG
12 entered into a Confidential, Nondisclosure and Limited Use Agreement. (Attached as
13 Exhibit 8 to the original Complaint).

14 22. The purpose of the Tucson Meeting was to hear and consider economic
15 issues surrounding OTG’s offer to license the Patents-in-Suit in an effort to avoid further
16 threats, nuisance and wasted money and time. Universal was represented at the Tucson
17 Meeting by several members of senior management, along with its outside legal counsel.
18 Adams was the sole representative for OTG and gave the impression that he was acting on
19 behalf of both OTG and Margolin.

20 23. At the meeting, Universal made it clear that (1) a license to the Patents-in-
21 Suit was unnecessary because Universal did not sell any products covered by any claim
22 from the ‘073 or ‘724 patents; and (2) Universal believed that the ‘073 and ‘724 patents
23 were invalid based on several prior art references. In response, Adams stated that he
24 would have to defer to his legal counsel as he did not know anything about patent validity.
25 Universal repeatedly asked Adams to identify terms he considered appropriate for a
26 settlement but he refused to provide any specific terms. Instead, Adams claimed that

1 several unnamed parties had already entered into license agreements with OTG in
2 connection with the Patents-in-Suit and an agreement with Universal would need to be on
3 similar terms. However, Adams refused to disclose the terms of the “mystery”
4 agreements.

5 24. At the Tucson Meeting, Adams also (mis)represented that OTG had been
6 involved in a number of successful patent infringement lawsuits in the past. By
7 implication, he suggested that if Universal failed to settle on terms acceptable to the
8 Defendants, it would be the next litigation target. However, upon information and belief,
9 Defendant OTC previously filed only one (1) patent litigation involving unrelated
10 technology -- which it lost -- while OTG has not filed any.

11 25. Adams concluded the meeting by providing contact information for
12 Defendant Margolin and inviting Universal to contact Margolin to seek additional
13 information.

14 26. After apparently realizing that it was unlikely that Universal and OTG
15 would agree on terms for an agreement, Adams again resorted to threatening Universal.
16 First, he suggested (again) that OTG would enter into a license with Honeywell so that
17 Honeywell could sue Universal. “Not a problem, I am sure Honeywell will be more than
18 [sic] pleased to talk with us and take the exclusive [if] anything just into [sic] enforce it
19 against others whom they know will [sic] from past infringement case.” (Attached as
20 Exhibit 14 to the original Complaint). Universal did not take the bait.

21 27. Adams then got hostile, falsely accusing Universal’s President of “stealing
22 our patented concept some time ago and [claiming to have] the web traffic to prove it was
23 at the very least his company and/or his personal IP address.” (Attached as Exhibit 15 to
24 the original Complaint).

25 28. Then, on October 15, 2007, Adams notified Universal of an alleged offer
26 made by Honeywell and stated that Universal has “four hours from now . . . to accept and

1 make us a better offer or decline by not responding.” (Attached as Exhibit 16 to the
2 original Complaint).

3 29. Finally, on November 6, 2007, OTG’s outside counsel, M. Lawrence
4 Oliverio (“Oliverio”) of Rissman Jobse Hendricks & Oliverio,¹ sent counsel for Universal
5 a letter specifically threatening litigation. (Attached as Exhibit 17 to the original
6 Complaint).

7 30. Based upon the specific allegations of infringement contained in Oliverio’s
8 November 6, 2007 letter, Universal had a reasonable apprehension that OTG will file suit
9 for alleged infringement of the ‘073 and ‘724 patents.

10 **FACTS - OTC**

11 31. Upon information and belief, Adams, OTG’s current President and CEO,
12 was a paid employee of Defendant OTC from 1990-1995 and its unpaid CEO from 2001
13 to 2005.

14 32. The Durable Power of Attorney (attached as Exhibit 3 to the original
15 Complaint) that Margolin executed on July 20, 2004, whereby he appointed “Optima
16 Technology Inc. - Robert Adams, CEO” as his agent, was entered into during Adams’
17 tenure as OTC’s CEO. Additionally, the Durable Power of Attorney provided the
18 following address for Optima Technology Inc.: 2222 Michelson, Suite 1830, Irvine,
19 California 92612 -- the registered address for Defendant OTC.

20 33. Upon information and belief, on or about December 5, 2007, Defendant
21 OTC filed a notice of recordation of assignment with the PTO, indicating that Margolin
22 had assigned four patents, including the ‘073 and ‘724 patents, to OTC. (Attached as
23 Exhibit 1 to the First Amended Complaint).

24 34. Upon information and belief, on or about December 19, 2007, Margolin
25

26 ¹ Despite repeatedly identifying himself as OTG’s outside counsel, Mr. Oliverio has subsequently advised Universal’s outside counsel that he no longer represents OTG, Adams or Margolin.

1 terminated the Durable Power of Attorney -- two weeks after OTC had filed the notice of
2 recordation of assignment with the PTO.

3 35. Upon information and belief, at some point between September 21, 2007
4 and October 5, 2007, Margolin created a Patent Assignment which he knowingly and
5 fraudulently back-dated to July 20, 2004, whereby he attempted to assign the entire right,
6 title and interest in the '073 and '724 patents to OTG. (Attached as Exhibit 2 to the First
7 Amended Complaint).

8 **CLAIMS FOR RELIEF**

9 **COUNT ONE**

10 **Declaratory Judgment of Non-Infringement**
11 **of the '073 Patent against OTG and/or Margolin**

12 36. Universal repeats and realleges the allegations above as if fully set forth
13 herein.

14 37. As set forth in Paragraph 29 above, on November 6, 2007, OTG, through its
15 outside counsel, sent a threatening letter to Universal's outside counsel, accusing
16 Universal of infringing the '073 and '724 patents with respect to Universal's Vision-1,
17 UNS-1 and TAWS products. Furthermore, as indicated in Paragraph 29 above, OTG
18 suggested that it was likely to file a litigation if Universal was unwilling to accede to
19 unreasonable licensing demands by November 11, 2007. Accordingly, an actual and
20 continuing controversy has arisen and continues to exist between OTG, on the one hand,
21 and Universal, on the other hand, as to whether or not Universal has directly infringed,
22 contributed to the infringement of, or induced the infringement of, any valid and/or
23 enforceable claim of the '073 patent.

24 38. Universal has not infringed and is not now infringing, contributorily
25 infringing or inducing infringement of any valid and/or enforceable claim of the '073
26 patent, either literally or under the doctrine of equivalents.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

COUNT THREE

**Declaratory Judgment of Non-Infringement
of the '724 Patent against OTG and/or Margolin**

44. Universal repeats and realleges the allegations above as if fully set forth herein.

45. As set forth in Paragraph 29 above, on November 6, 2007, OTG, through its outside counsel, sent a threatening letter to Universal's outside counsel, accusing Universal of infringing the '073 and '724 patents with respect to Universal's Vision-1, UNS-1 and TAWS products. Furthermore, as indicated in Paragraph 29 above, OTG suggested that it was likely to file a litigation if Universal was unwilling to accede to unreasonable licensing demands by November 11, 2007. Accordingly, an actual and continuing controversy has arisen and continues to exist between OTG, on the one hand, and Universal, on the other hand, as to whether or not Universal has directly infringed, contributed to the infringement of, or induced the infringement of, any valid and/or enforceable claim of the '724 patent.

46. Universal has not infringed and is not now infringing, contributorily infringing or inducing infringement of any valid and/or enforceable claim of the '724 patent, either literally or under the doctrine of equivalents.

47. Accordingly, Universal requests a declaration from this Court that Universal has not infringed and is not now infringing, contributorily infringing or inducing infringement of any valid and/or enforceable claim of the '724 patent, either literally or under the doctrine of equivalents.

COUNT FOUR

Declaratory Judgment of Invalidity of the '724 Patent against OTG and/or Margolin

48. Universal repeats and realleges the allegations above as if fully set forth herein.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

COUNT SIX

Declaratory Judgment of Invalidity of the '073 Patent against OTC

55. Universal repeats and realleges the allegations above as if fully set forth herein.

56. Upon information and belief, the '073 patent, and each of the claims thereof, are invalid and void for failure to meet the conditions of patentability as set forth in the provisions of the Patent Laws, 35 U.S.C. §§ 100 et. seq., including but not limited to, one or more of 35 U.S.C. §§ 101, 102, 103 and/or 112.

57. Accordingly, Universal requests a declaration from this Court that each of the claims of the '073 patent is invalid for failure to comply with the provisions of the Patent Laws, 35 U.S.C. §§ 100 et. seq., including but not limited to, one or more of 35 U.S.C. §§ 101, 102, 103 and/or 112.

COUNT SEVEN

Declaratory Judgment of Non-Infringement of the '724 Patent against OTC

58. Universal repeats and realleges the allegations above as if fully set forth herein.

59. Universal has not infringed and is not now infringing, contributorily infringing or inducing infringement of any valid and/or enforceable claim of the '724 patent, either literally or under the doctrine of equivalents.

60. Accordingly, Universal requests a declaration from this Court that Universal has not infringed and is not now infringing, contributorily infringing or inducing infringement of any valid and/or enforceable claim of the '724 patent, either literally or under the doctrine of equivalents.

COUNT EIGHT

Declaratory Judgment of Invalidity of the '724 Patent against OTC

1
2
3 61. Universal repeats and realleges the allegations above as if fully set forth
4 herein.

5 62. Upon information and belief, the '724 patent, and each of the claims thereof,
6 are invalid and void for failure to meet the conditions of patentability as set forth in the
7 provisions of the Patent Laws, 35 U.S.C. §§ 100 et. seq., including but not limited to, one
8 or more of 35 U.S.C. §§ 101, 102, 103 and/or 112.

9 63. Accordingly, Universal requests a declaration from this Court that each of
10 the claims of the '724 patent is invalid for failure to comply with the provisions of the
11 Patent Laws, 35 U.S.C. §§ 100 et. seq., including but not limited to, one or more of 35
12 U.S.C. §§ 101, 102, 103 and/or 112.

PRAYER FOR RELIEF

13 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its
14 favor and grant the following relief:

- 15 A. An order and judgment declaring that Universal does not infringe any valid
16 and enforceable claim of the '073 patent;
17
18 B. An order and judgment declaring that the claims of the '073 patent are
19 invalid and/or unenforceable;
20
21 C. An order and judgment declaring that Universal does not infringe any valid
22 and enforceable claim of the '724 patent;
23
24 D. An order and judgment declaring that the claims of the '724 patent are
25 invalid and/or unenforceable;
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

E. An order and judgment that this is an exceptional case, pursuant to 35 U.S.C. § 285, and awarding reasonable attorneys' fees and costs.

DATED this 15th day of July 2008.

GREENBERG TRAUERIG, LLP

By: /s/ Scott J. Bornstein
E. Jeffrey Walsh
GREENBERG TRAUERIG, LLP
ATTORNEYS AT LAW
SUITE 700
2375 EAST CAMELBACK ROAD
PHOENIX, ARIZONA 85016
(602) 445-8000
Of Counsel:

Scott J. Bornstein
Allan A. Kassenoff
GREENBERG TRAUERIG, LLP
200 Park Avenue, 34th Floor
MetLife Building
New York, NY 10166
Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

CERTIFICATE OF SERVICE

I hereby certify that on July 15, 2008, a copy of the foregoing was caused to the following by the methods indicated below:

Jeffrey Willis, Esq. (**Email and First Class Mail**)
Snell & Wilmer
One South Church Avenue
Suite 1500
Tucson, Arizona 85701-1630

Optima Technology Corporation (**Hand Delivery**)
c/o Reza Zandian
8775 Costa Verde Blvd., #501
San Diego, California 92122

_____/s/Marian R. Mackey

Exhibit 29

Exhibit 29

1 **CHANDLER & UDALL, LLP**

2 ATTORNEYS AT LAW

3 4801 E. BROADWAY BLVD., SUITE 400

4 TUCSON, ARIZONA 85711-3638

5 Telephone: (520) 623-4353

6 Fax: (520)792-3426

7 Edward Moomjian II, PCC # 65050, SBN 016667

8 Jeanna Chandler Nash, PCC # 65674, SBN 022384

9 Attorneys for Defendants Adams, Margolin and Optima Technology Inc. a/k/a Optima
10 Technology Group, Inc.

11 **UNITED STATES DISTRICT COURT**

12 **DISTRICT OF ARIZONA**

13 UNIVERSAL AVIONICS SYSTEMS
14 CORPORATION,

15 Plaintiff,

16 vs.

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

20 Defendants

NO. CV-00588-RC

**AMENDED ANSWER,
COUNTERCLAIMS, CROSS-
CLAIMS AND THIRD-PARTY
CLAIMS OF OPTIMA
TECHNOLOGY INC. A/K/A
OPTIMA TECHNOLOGY
GROUP, INC.**

21 OPTIMA TECHNOLOGY INC. a/k/a
22 OPTIMA TECHNOLOGY GROUP, INC., a
23 corporation,

24 Counterclaimant,

25 vs.

26 UNIVERSAL AVIONICS SYSTEMS
CORPORATION, an Arizona corporation,

Counterdefendant

JURY TRIAL DEMANDED

Assigned to: Hon. Raner C. Collins

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

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY CORPORATION,
a corporation,

Cross-Defendant

1
2 OPTIMA TECHNOLOGY INC. a/k/a
3 OPTIMA TECHNOLOGY GROUP, INC., a
4 corporation,

Third-Party Plaintiff,

vs.

5 JOACHIM L. NAIMER and JANE DOE
6 NAIMER, husband and wife; and FRANK E.
7 HUMMEL and JANE DOE HUMMEL,

Third-Party Defendants.

8 Defendant/Counterclaimant/Cross-Claimant/Third-Party Plaintiff Optima Technology
9 Inc. a/k/a Optima Technology Group Inc. (hereinafter "Optima"), by and through undersigned
10 counsel, hereby submits its *Amended Answer* to the Plaintiff's *Complaint* herein, including its
11 *Counterclaims*, *Cross-Claims* and *Third-Party Claims* herein.

12 As stated in Optima's original *Answer*, due to its contemporaneously-filed *Motion to*
13 *Dismiss* asserting that Counts V, VI and VII fail to state a claim against Optima, Optima
14 answers herein the general allegations of the *Complaint*, and those of Counts I-IV, and will
15 amend this *Answer* to answer Counts V, VI and/or VII at such time, and to the extent that, the
16 Court herein denies that *Motion* in whole or in part. *See* Rule 12(a)(4), Fed.R.Civ.P.¹

17 The following paragraphs are in response to the allegations of the correspondingly
18 numbered paragraphs of the *Complaint*:

19 **INTRODUCTORY PARAGRAPH**

20 Deny the allegations of Plaintiff's Introductory Paragraph (page 1 line 19 through page
21

22
23 ¹ The District of Arizona has adopted the majority view "that even though a pending
24 motion to dismiss may only address some of the claims alleged, the motion to dismiss tolls the
25 time to respond to all claims." *Pestube Systems, Inc. v. Hometeam Pest Defense, LLC.*, 2006
26 WL 1441014 *7 (D.Ariz. 2006). However, because this is an unpublished decision, and only
to avoid any potential dispute with Plaintiff whether a failure to answer the allegations of
Counts I-IV of the *Complaint* (i.e., those claims that are not the subject of the *Motion to*
Dismiss) could be deemed a failure to defend those allegations for purposes of a default,
Optima proceeds to answer those allegations and claims herein.

1 2 line 3 of the *Complaint*).

2 **NATURE OF THE ACTION**

3 1. Admit that the *Complaint* seeks declarations of invalidity and non-infringement
4 of U.S. Patent Nos. 5,566,073 (the “‘073 patent”) and 5,904,724 (the “‘724 patent”).² Admit
5 that the *Complaint* asserts claims for breach of contract, unfair competition and negligent
6 interference. Deny validity of all such assertions and claims. Deny all remaining allegations.

7 **THE PARTIES**

8 2. Deny for lack of knowledge.

9 3. Admit. Affirmatively allege that Optima Technology Group Inc. is also known
10 and has been and does business as Optima Technology Inc.

11 4. Denied. Affirmatively allege that Optima Technology Corporation (hereinafter
12 “OTC”) has no relationship whatsoever to Optima.

13 5. Denied. Affirmatively alleged that Defendant Robert Adams (“Adams”) is the
14 Chief Executive Officer of Optima.

15 6. Denied.

16 7. Denied.

17 **JURISDICTION AND VENUE**

18 8. Admit that the *Complaint* seeks declarations of invalidity and non-infringement
19 of the ‘073 patent and the ‘724 patent, and asserts claims for breach of contract, unfair
20 competition and negligent interference. Deny validity of all such assertions and claims. Deny
21 all remaining allegations.

22 9. Admit that the Court has original jurisdiction over Counts I-IV of the *Complaint*
23 asserting non-infringement and invalidity of the Patents (although Optima denies the assertions
24 and validity of those claims) as to Defendant Optima. Affirmatively allege that co-Defendant
25

26

² The ‘073 patent and the ‘724 patent are collectively referred to herein as the “Patents.”

1 OTC, to the extent that it purportedly exists, does not own or have any other interest in the
2 Patents. Deny that the Court has jurisdiction over Counts V, VI and VII of the *Complaint*, and
3 affirmatively allege that Plaintiff lacks Article III standing with respect thereto. Affirmatively
4 allege that Counts V, VI and VII fail to state a claim against Optima as asserted in Optima's
5 *Motion to Dismiss*. Deny that the Court has supplemental jurisdiction over Counts V, VI and
6 VII of the *Complaint*. Deny all remaining allegations.

7 10. Deny.

8 **THE PATENTS-IN-SUIT**

9 11. Admit that the '073 patent is duly and legally issued and is valid. Admit that a
10 copy of the '073 patent is attached as Exhibit 1 to the *Complaint*. Admit the '073 patent was
11 assigned to Optima which is the current owner of the '073 patent. Deny that OTC has any right
12 or interest in the '073 patent. Deny all remaining allegations.

13 12. Admit that the '724 patent is duly and legally issued and is valid. Admit that a
14 copy of the '724 patent is attached as Exhibit 2 to the *Complaint*. Admit the '724 patent was
15 assigned to Optima which is the current owner of the '724 patent. Deny that OTC has any right
16 or interest in the '724 patent. Deny all remaining allegations.

17 13. Admit that Defendant Jed Margolin at one time granted a Power of Attorney to
18 Optima. Admit that a copy of the Power of Attorney is attached as Exhibit 3 to the *Complaint*.
19 Admit that the Power of Attorney appointed "Optima Technology Inc. - Robert Adams, CEO"
20 as Margolin's agent with respect to the Patents. Affirmatively allege that OTC has and had no
21 right or interest under the Power of Attorney. Affirmatively allege that the Power of Attorney
22 was superseded by an assignment of the Patents to Optima prior to the filing of the *Complaint*
23 herein. Affirmatively allege that the Power of Attorney was subsequently revoked and is no
24 longer valid or in force. Deny all remaining allegations.

25 **FACTS**

26 14. Admit that Adams communicated (as CEO of Optima) with Plaintiff's counsel.

1 Affirmatively allege that the text of Exhibit 4 to the *Complaint* speaks for itself. Deny all
2 remaining allegations.

3 15. Admit that Jed Margolin communicated with Adams (as CEO of Optima), and
4 that Adams (as CEO of Optima) communicated with Plaintiff's counsel. Affirmatively allege
5 that the text of Exhibit 5 to the *Complaint* speaks for itself. Deny all remaining allegations.

6 16. Admit. Affirmatively allege that Adams' alleged actions as described in
7 Paragraph 16 of the *Complaint* were in his capacity as CEO of Optima.

8 17. Admit that Plaintiff is/was infringing on the Patents. Admit that Adams (as CEO
9 of Optima) communicated with Plaintiff's counsel. Affirmatively allege that the text of
10 Exhibit 5 to the *Complaint* speaks for itself. Deny all remaining allegations.

11 18. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
12 counsel. Admit that Plaintiff is/was infringing on the Patents. Affirmatively allege that the text
13 of Exhibit 5 to the *Complaint* speaks for itself. Deny all remaining allegations.

14 19. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
15 counsel. Admit that Plaintiff is/was infringing on the Patents. Deny all remaining allegations.

16 20. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
17 counsel. Affirmatively allege that the text of Exhibit 6 to the *Complaint* speaks for itself.
18 Deny all remaining allegations.

19 21. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
20 counsel. Affirmatively allege that the text of Exhibit 7 to the *Complaint* speaks for itself.
21 Deny all remaining allegations.

22 22. Admit. Affirmatively allege that Adams' alleged actions as described in
23 Paragraph 22 of the *Complaint* were in his capacity as CEO of Optima.

24 23. Admit. Affirmatively allege that the text of Exhibit 8 to the *Complaint* speaks
25 for itself. Affirmatively allege that Plaintiff, through its actions, has waived its rights under
26 Exhibit 8 to the *Complaint*.

1 24. Affirmatively allege that the text of Exhibit 9 to the *Complaint* speaks for itself.
2 Deny all remaining allegations.

3 25. Admit second sentence of Paragraph 25 of the *Complaint* to the extent it asserts
4 that the following persons attended the meeting on behalf of Plaintiff: Donald Berlin, Andria
5 Poe, Paul DeHerrera, Frank Hummel, Michael P. Delgado, and Scott Bornstein. Deny all
6 remaining allegations.

7 26. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
8 counsel. Deny all remaining allegations.

9 27. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
10 counsel. Deny all remaining allegations.

11 28. Deny.

12 29. Admit that Jed Margolin communicated with Plaintiff. Deny all remaining
13 allegations.

14 30. Admit that OTC, which is upon information and belief owned and controlled by
15 Reza Zandian a/k/a Gholamreza Zandianjazi, may have been involved in filing numerous
16 and/or frivolous state court lawsuits. Deny all remaining allegations. Affirmatively allege that
17 OTC, and any such lawsuits, are completely unrelated to Optima.

18 31. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
19 counsel. Affirmatively allege that the text of Exhibit 10 to the *Complaint* speaks for itself.
20 Deny all remaining allegations.

21 32. Deny for lack of knowledge.

22 33. Deny Plaintiff's "conclusion" for lack of knowledge. Deny all remaining
23 allegations.

24 34. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
25 counsel. Affirmatively allege that the text of Exhibits 11 and 12 to the *Complaint* speak for
26 themselves. Deny all remaining allegations.

1 45. Deny that Optima made an "unreasonable" licensing demand of Plaintiff.
2 Otherwise admit with respect to Optima. Deny that OTC has any right or interest in the
3 Patents. Deny all remaining allegations.

4 46. Deny.

5 47. Admit that Plaintiff seeks a declaration as described in Paragraph 47 of the
6 *Complaint*. Deny that Plaintiff is entitled to such a declaration. Deny all remaining allegations.

7 **COUNT TWO**

8 **Declaratory Judgment of Invalidity of the '073 Patent**

9 48. Optima repeats and restates the statements of paragraphs 1-47 above as if fully
10 set forth herein.

11 49. Deny that Optima made an "unreasonable" licensing demand of Plaintiff. Admit
12 with respect to Optima. Deny that OTC has any right or interest in the Patents. Deny all
13 remaining allegations.

14 50. Deny.

15 51. Admit that Plaintiff seeks a declaration as described in Paragraph 51 of the
16 *Complaint*. Deny that Plaintiff is entitled to such a declaration. Deny all remaining allegations.

17 **COUNT THREE**

18 **Declaratory Judgment of Non-Infringement of the '724 Patent**

19 52. Optima repeats and restates the statements of paragraphs 1-51 above as if fully
20 set forth herein.

21 53. Deny that Optima made an "unreasonable" licensing demand of Plaintiff.
22 Otherwise admit with respect to Optima. Deny that OTC has any right or interest in the
23 Patents. Deny all remaining allegations.

24 54. Deny.

25 55. Admit that Plaintiff seeks a declaration as described in Paragraph 55 of the
26 *Complaint*. Deny that Plaintiff is entitled to such a declaration. Deny all remaining allegations.

1 Optima hereby reserves the right to amend this *Answer* at any time that discovery, disclosure
2 or additional events reveal the existence of additional affirmative defenses):

3 1. With respect to Counts V, VI and VII of the *Complaint*, Defendant Optima
4 asserts those Rule 12(b)(6) defenses raised in its contemporaneously filed *Motion to Dismiss*
5 including but not limited to: waiver; failure to plead in accordance with the standards
6 expressed under *Bell Atlantic Corp. v. Twombly*, ___ U.S. ___, 127 S.Ct. 1955 (2007); failure
7 to establish Article III standing; lack of jurisdiction; inapplicability of California law to
8 Optima; and failure to establish "unlawful" or "fraudulent" conduct as a predicate act to a claim
9 of California statutory Unfair Competition (California Business and Professions code § 17200
10 *et seq*);

11 2. Laches;

12 3. Waiver; and,

13 4. Estoppel.

14 **JURY TRIAL DEMAND**

15 Defendant Optima demands a jury trial on all claims and issues to be litigated in this
16 matter.

17 **PRAYER FOR RELIEF**

18 WHEREFORE Defendant Optima requests that the Court enter judgment in its favor on
19 Plaintiff's claims, deny Plaintiff any relief herein, grant Optima its attorneys' fees and costs
20 pursuant to applicable law, including but not limited to 35 U.S.C. § 285, and grant Optima such
21 other and further relief as the Court deems reasonable and just.

22 **COUNTERCLAIMS, CROSS-CLAIMS & THIRD-PARTY CLAIMS**³

23 Counterclaimant/Cross-Claimant/Third-Party Plaintiff Optima brings this civil action
24 against Counterdefendant Universal Avionics Systems Corporation ("UAS"), against

25 _____
26 ³ Except where otherwise noted, all capitalized terms herein are as defined in the
foregoing *Amended Answer*.

1 Cross-Defendant Optima Technology Corporation, a corporation (“OTC”), and against
2 Third-Party Defendants Joachim L. Naimer and Jane Doe Naimer, husband and wife, and Frank
3 E. Hummel and Jane Doe Hummel.

4 **THE PARTIES**

- 5 1. Counterclaimant Optima is, and at all times relevant hereto has been, a Delaware
6 corporation engaged in the business of the design, conception and invention of synthetic
7 vision systems. Optima is the owner of the '073 patent and '724 patent.
- 8 2. Counterdefendant UAS is, upon information and belief, an Arizona corporation who is
9 headquartered and does business in Arizona.
- 10 3. Cross-Defendant Optima Technology Corporation (“OTC”) is, upon information and
11 belief, a California corporation.
- 12 4. Third-Party Defendants Joachim L. Naimer and Jane Doe Naimer (individually and
13 collectively "Naimer") are, upon information and belief, husband and wife who reside
14 in California. At all times relevant hereto, Naimer was acting for the benefit of his
15 marital community, and was acting as an agent, employee, servant and/or authorized
16 representative of UAS, and within the course and scope of such agency, employment,
17 service and/or representation. Upon information and belief Naimer is the President and
18 Chief Executive Officer of UAS.
- 19 5. Third-Party Defendants Frank E. Hummel and Jane Doe Hummel (individually and
20 collectively "Hummel") are, upon information and belief, husband and wife who reside
21 in Washington. At all times relevant hereto, Hummel was acting for the benefit of his
22 marital community, and was acting as an agent, employee, servant and/or authorized
23 representative of UAS, and within the course and scope of such agency, employment,
24 service and/or representation. Upon information and belief, Hummel is an officer or
25 managing agent of UAS. Upon information and belief, Hummel is the Vice
26 President/General Manager of Engineering Research and Development for UAS.

1 6. Upon information and belief, UAS, Naimer, and Hummel have transacted business in
2 and/or committed one or more acts in Arizona which give rise to the claims herein.

3 **JURISDICTION AND VENUE**

4 7. The statements of all of the foregoing paragraphs are incorporated herein by reference
5 as if fully set forth herein.

6 8. The Counterclaim, Cross-Claim and Third-Party Claim include claims for patent
7 infringement and for declaratory judgment relating to ownership/rights in patents, which
8 arise under the United States Patent Laws, 35 U.S.C. §101 et seq. The amount in
9 controversy is in excess of \$1,000,000.

10 9. Jurisdiction of this Court is pursuant to 28 U.S.C. §§ 1331, 1367, 1338(a) and (b), and
11 2201 et seq.

12 **FACTS**

13 10. The statements of all of the foregoing paragraphs are incorporated herein by reference
14 as if fully set forth herein.

15 11. Upon information and belief, with actual and/or constructive knowledge of the Patents
16 UAS has sold and/or manufactured and/or used and/or advertised/promoted one or more
17 products including those products designated by UAS as the Vision-1, UNS-1 and
18 TAWS Terrain and Awareness & Warning systems all of which infringe one or the
19 other of the Patents in suit ("Infringing Products").

20 12. Optima informed UAS that the Infringing Products infringed upon the Patents prior to
21 the filing of the *Complaint* herein. Upon information and belief, despite such
22 notification UAS has continued to sell and/or manufacture and/or use and/or
23 advertise/promote the Infringing Products.

24 13. Upon information and belief:

25 a. Naimer was the moving force who originated UAS's concept of the Infringing
26 Products; and/or

- 1 b. Naimer was and is the Chief Executive Officer of UAS, thereby controlling UAS
2 and its actions, including UAS's decision to create, develop, manufacture,
3 market and sell the Infringing Products; and/or
- 4 c. Naimer knew and/or should have known of the Patents prior to this lawsuit;
5 and/or
- 6 d. Naimer knew of Optima's allegations that UAS infringed upon the Patents prior
7 to this lawsuit; and/or
- 8 e. Naimer knew of UAS's actions in the nature of those described in Paragraphs 25,
9 31 and 33 of the *Complaint* and participated in and/or directed those UAS
10 actions/efforts; and/or
- 11 f. It was at all times within Naimer's authority and/or ability to stop UAS's
12 continued design, development, manufacturing, marketing and selling of the
13 Infringing Products but, after Naimer knew of the Patents, the allegations that
14 UAS infringed on the Patents and/or UAS's actions in the nature of those
15 described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not stop UAS's
16 continued design, development, manufacturing, marketing and selling of the
17 Infringing Products; and/or
- 18 g. It was at all times within Naimer's authority and/or ability to direct UAS to
19 redesign, revise and/or redevelop the Infringing Products such that they would
20 no longer infringe on the Patents but, after Naimer knew of the Patents, the
21 allegations that UAS infringed on the Patents and/or UAS's actions in the nature
22 of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not
23 direct UAS to redesign, revise and/or redevelop the Infringing Products such that
24 they would no longer infringe on the Patents; and/or
- 25 h. Naimer has continued to direct UAS's design, development, manufacturing,
26 marketing and selling of the Infringing Products while knowing and/or intending

1 for UAS to infringe on the Patents.

2 14. Upon information and belief:

- 3 a. Hummel was and is the Vice President/General Manager of Engineering
4 Research and Development of UAS, thereby controlling UAS's design,
5 development and/or manufacture of the Infringing Products; and/or
- 6 b. Hummel was intimately involved in UAS's design and/or development of the
7 Infringing Products; and/or
- 8 c. Hummel knew and/or should have known of the Patents prior to this lawsuit;
9 and/or
- 10 d. Hummel knew of Optima's allegations that UAS infringed upon the Patents prior
11 to this lawsuit; and/or
- 12 e. Hummel knew of UAS's actions in the nature of those described in Paragraphs
13 25, 31 and 33 of the *Complaint* and participated in and/or directed those UAS
14 actions/efforts; and/or
- 15 f. It was at all times within Hummel's authority and/or ability to stop UAS's
16 continued design, development and/or manufacturing of the Infringing Products
17 but, after Hummel knew of the Patents, the allegations that UAS infringed on the
18 Patents and/or UAS's actions in the nature of those described in Paragraphs 25,
19 31 and 33 of the *Complaint*, he did not stop UAS's continued design,
20 development and/or manufacturing of the Infringing Products; and/or
- 21 g. It was at all times within Hummel's authority and/or ability to direct UAS to
22 redesign, revise and/or redevelop the Infringing Products such that they would
23 no longer infringe on the Patents but, after Naimer knew of the Patents, the
24 allegations that UAS infringed on the Patents and/or UAS's actions in the nature
25 of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not
26 direct UAS to redesign, revise and/or redevelop the Infringing Products such that

1 they would no longer infringe on the Patents; and/or

2 h. Hummel has continued to direct UAS's design, development and/or
3 manufacturing of the Infringing Products while knowing and/or intending for
4 UAS to infringe on the Patents.

5 15. UAS and Optima entered into the contract attached as Exhibit 8 to the *Complaint* herein
6 (hereinafter the "Contract"). Pursuant to and under the terms of the Contract, Optima
7 provided to UAS a confidential power of attorney (hereinafter the "Power of Attorney")
8 that Jed Margolin ("Margolin"), as the inventor and then-owner of the Patents, had
9 previously executed. The Power of Attorney provided, *inter alia*, that Margolin
10 appointed "Optima Technology Inc. - Robert Adams CEO" as his attorney-in-fact with
11 respect to (*inter alia*) the Patents. Under its express terms, the Power of Attorney could
12 only be exercised by "Optima Technology Inc. - Robert Adams CEO" and could only
13 be exercised by a signature in the following form: "Jed Margolin by Optima
14 Technology, Inc., c/o Robert Adams, CEO his attorney in fact." Optima had not and has
15 not at any time placed the Power of Attorney in the public domain or otherwise provided
16 a copy of it, or made it available, to OTC.

17 16. UAS, through its duly authorized agents, employees and/or attorneys, provided the
18 Power of Attorney (or a copy thereof) to OTC principal, director, officer and/or agent
19 Gholamreza Zandianjazi a/k/a Reza Zandian ("Zandian"). As of that time, neither
20 Zandian nor OTC had ever received, been privy to, obtained or had knowledge of the
21 Power of Attorney.

22 17. OTC does not have, and has never had, any right, interest or valid claim to any right,
23 title or interest in or to either the Patents or the Power of Attorney.

24 18. UAS, by and through its authorized agents and attorneys Scott Bornstein ("Bornstein")
25 and/or Greenberg Traurig, LLP ("GT"), informed, directed, advised, assisted,
26 associated, agreed, conspired and/or engaged in a mutual undertaking with

1 Zandian/OTC to record the Power of Attorney with the U.S. Patent and Trademark
2 Office (“PTO”) in the name of OTC.

3 19. UAS knew or should have known that the Power of Attorney could not be rightfully
4 exercised by OTC/Zandian and/or recorded with the PTO as:

5 a. UAS had been advised and/or knew that OTC was a different corporate entity
6 than “Optima Technology, Inc” as listed in the Power of Attorney; and/or

7 b. UAS had been advised and/or knew that “Robert Adams” was not an agent or
8 employee of OTC and, thus, the Power of Attorney could not be rightfully
9 exercised by Zandian on behalf of OTC; and/or

10 c. UAS had been advised and/or knew that OTC had no right or interest whatsoever
11 in the Patents or the Power of Attorney.

12 20. Based upon the information, direction, advice and assistance of UAS, Zandian/OTC
13 proceeded to publish and record the Power of Attorney to and with the PTO (in
14 Virginia) as a document in support of a claim of assignment of the Patents to OTC (the
15 “Assignment”). As a result thereof, the Assignment/Power of Attorney have become
16 part of the public PTO record on which the U.S. Patent Office, the public and third
17 parties rely for information regarding title to the Patents.

18 21. Robert Adams and Optima did not execute, record or authorize the execution or
19 recording of any documents purporting to assign or transfer title and/or any interest in
20 the Patents to OTC with the PTO.

21 22. Upon information and belief, Zandian executed such documents by (*inter alia*) utilizing
22 his signature on behalf of OTC and mis-stating that Zandian/OTC was exercising the
23 Power of Attorney as the “attorney in fact” of Margolin.

24 23. Had UAS not provided the Power of Attorney to Zandian/OTC, OTC would not have
25 been able to record it as a purported Assignment with the PTO.

26 24. The recording of the Assignment and Power of Attorney with the PTO:

- 1 a. Are circumstances under which reliance upon such recordings by a third person
2 is reasonably foreseeable as the open public records of the PTO are regularly and
3 normally referred to and/or relied upon by persons in determining legal rights
4 with respect to patents (including assignments, transfers of rights and licenses
5 relating thereto), and evaluating such rights with respect to valuation, negotiation
6 and purchase of rights with respect to patents (including assignments, transfers
7 of rights and licenses relating thereto); and/or
8 b. Create a cloud of title, an impairment of vendibility, and/or an appearance of
9 lessened desirability for purchase, lease, license or other dealings with respect
10 to the Patents and/or Power of Attorney; and/or
11 c. Prevent and/or impair sale and/or licensing of the Patents; and/or
12 d. Otherwise impair and/or lessen the value of the Patents and/or any licenses to be
13 issued with respect to them; and/or
14 e. Cast doubt upon the extent of Optima's interests in the Patents and/or under the
15 Power of Attorney relating thereto and/or upon Optima's power to make an
16 effective sale, assignment, license or other transfer of rights relating thereto;
17 and/or
18 f. Caused damage and harm to Optima; and/or
19 g. Reasonably necessitated and/or forced Optima to prepare and record documents
20 with the PTO attempting to correct the public record regarding Optima's rights
21 with respect to the Patents and/or the Power of Attorney for which Optima
22 incurred substantial expenses (attorneys' fees and costs) in the preparation and
23 recording thereof; and/or
24 h. Irrespective of Optima's filings with the PTO, created a continuing cloud of title,
25 impairment of vendibility, etc. (as discussed in the foregoing paragraphs) and
26 continuing harm to Optima reasonably necessitating and forcing Optima to bring

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

its declaratory judgment cross-claim against OTC herein to declare and establish true and proper title to the Patents, for which Optima has incurred and will incur substantial expenses (attorneys' fees and costs) in the prosecution thereof.

25. Upon information and belief, UAS provided additional information to Zandian/OTC regarding, or of the same nature as that discussed in, Paragraph 33 of and Exhibits 14, 15 and 17 to the *Complaint* herein.

26. UAS made the disclosures (*inter alia*) as acknowledged in its *Complaint* herein.

27. Upon information and belief, UAS also made the disclosures alleged in Paragraph 34 of, and in Exhibit 12 attached to, the *Complaint*.

28. By filing its *Complaint* as part of the open public record in this case, UAS disclosed the content thereof and the Exhibits attached thereto.

29. The actions of UAS and OTC herein were motivated by spite, malice and/or ill-will toward Optima and were for the purpose of and/or were intended to intermeddle with, interfere with, trespass upon and/or cause harm to Optima's rights in the Patents and/or under the Power of Attorney, and/or with knowledge that such intermeddling, interference, trespass and/or harm was substantially certain to occur.

30. Upon information and belief, OTC intends to continue to compete, interfere, and/or attempt to compete and/or interfere with Optima regarding the Patents and/or the Power of Attorney. At this time, however, Optima is unaware of any actual attempts yet made by OTC to purportedly license, sell or otherwise transfer rights regarding the Patents under its purported Assignment/Power of Attorney (as recorded with the PTO). If and when Optima becomes aware of such actions, it will timely seek to amend and supplement the Counterclaims, Cross-Claims, Third-Party Claims and/or remedies herein as necessary and applicable.

.....
.....

COUNT 1

PATENT INFRINGEMENT

1
2
3 31. The statements of all of the foregoing paragraphs are incorporated herein by reference
4 as if fully set forth herein.

5 32. This is a cause of action for patent infringement under 35 U.S.C. § 271 *et seq.* At all
6 relevant times, UAS had actual and constructive knowledge of the Patents in suit
7 including the scope and claim coverage thereof.

8 33. UAS's aforesaid activities constitute a direct, contributory and/or inducement of
9 infringement of the aforesaid patents in violation of 35 U.S.C. § 271 *et seq.* UAS's
10 aforesaid infringement is and has, at all relevant times, been willful and knowing.

11 34. Naimer and Hummel, through their forgoing actions, actively aided and abetted and
12 knowingly and/or intentionally induced, and specifically intended to induce, UAS's
13 direct infringement despite their knowledge of the Patents.

14 35. Optima has suffered and will continue to suffer immediate and ongoing irreparable and
15 actual harm and monetary damage as a result of UAS's, Naimer's and Hummel's willful
16 patent infringement in an amount to be proven at trial.

17
COUNT 2

18
BREACH OF CONTRACT

19 36. The statements of all of the foregoing paragraphs are incorporated herein by reference
20 as if fully set forth herein.

21 37. This is a cause of action for breach of contract against UAS pursuant to Arizona law.

22 38. UAS's actions constitute one or more breaches of the contract attached as Exhibit 8 to
23 the *Complaint* herein.

24 39. As a result thereof, Optima has suffered and will continue to suffer immediate and
25 ongoing harm and monetary damage in an amount to be proven at trial.

26

COUNT 3

**BREACH OF THE IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING**

1
2
3 40. The statements of all of the foregoing paragraphs are incorporated herein by reference
4 as if fully set forth herein.

5 41. This is a cause of action for breach of the implied covenant of good faith and fair
6 dealing against UAS pursuant to Arizona law.

7 42. Under Arizona law, every contract contains an implied covenant of good faith and fair
8 dealing.

9 43. UAS's actions constitute one or more breaches of covenant of good faith and fair
10 dealing present and implied in the contract attached as Exhibit 8 to the *Complaint*
11 herein.

12 44. As a result thereof, Optima has suffered and will continue to suffer immediate and
13 ongoing harm and monetary damage in an amount to be proven at trial.

COUNT 4

NEGLIGENCE

14
15
16 45. The statements of all of the foregoing paragraphs are incorporated herein by reference
17 as if fully set forth herein.

18 46. This is an cause of action for negligence against UAS pursuant to the law of New York,
19 Delaware, California, Virginia or Arizona.

20 47. UAS owed a duty of care to Optima as a result of Exhibit 8 to the *Complaint* herein, and
21 the obligations created therein and/or relating thereto.

22 48. UAS breached these duties through its foregoing actions as alleged herein, including but
23 not limited to:

- 24 a. UAS's inclusion in an openly-accessible public record the allegations of its
25 *Complaint*; and/or
26

1 invalid and void, and ordering the PTO to correct and expunge its records with respect
2 to any such claim made by OTC.

3 **COUNT 6**

4 **INJURIOUS FALSEHOOD/SLANDER OF TITLE**

5 56. The statements of all of the foregoing paragraphs are incorporated herein by reference
6 as if fully set forth herein.

7 57. This is a cause of action for injurious falsehood and/or slander of title against OTC and
8 UAS pursuant to the law of New York, Delaware, California, Virginia or Arizona.

9 58. The actions of OTC and/or UAS, as alleged above:

10 a. Are/were false and/or disparaging statement(s) and/or publication(s) resulting in
11 an impairment of vendibility, cloud of title and/or a casting of doubt on the
12 validity of Optima's right of ownership in the Patents and/or rights under the
13 Power of Attorney; and/or

14 b. Are/were an effort to persuade third parties from dealing with Optima, and/or to
15 harm to interests of Optima, regarding the Patents and/or the Power of Attorney;
16 and/or

17 c. Are/were actions for which OTC and UAS foresaw and/or should have
18 reasonably foreseen that the false and/or disparaging statement(s) and/or
19 publication(s) would likely determine the conduct of a third party with respect
20 to, or would otherwise cause harm to Optima's pecuniary interests with respect
21 to, the purchase, license or other business dealings regarding Optima's right in
22 the Patents and/or rights under the Power of Attorney; and/or

23 d. Are/were with knowledge that the statement(s) and/or publication(s) was/were
24 false; and/or

25 e. Are/were with knowledge of the disparaging nature of the statements; and/or

26 f. Are/were in reckless disregard of the truth or falsity of the statement(s) and/or

- 1 publication(s); and/or
- 2 g. Are/were in reckless disregard with being in the nature of disparagement(s);
- 3 and/or
- 4 h. Are/were motivated by ill will toward Optima; and/or
- 5 i. Are/were motivated by an intent to injure Optima; and/or
- 6 j. Are/were committed with an intent to interfere in an unprivileged manner with
- 7 Optima's interests; and/or
- 8 k. Are/were committed with negligence regarding the truth or falsity of the
- 9 statement and/or publication and/or with being in the nature of a disparagement.

10 59. As a result thereof, Optima has suffered and will continue to suffer immediate and

11 ongoing harm and monetary damage in an amount to be proven at trial.

12 **COUNT 7**

13 **TRESPASS TO CHATTELS**

- 14 60. The statements of all of the foregoing paragraphs are incorporated herein by reference
- 15 as if fully set forth herein.
- 16 61. This is a cause of action for trespass to chattels against OTC and UAS pursuant to the
- 17 law of New York, Delaware, California, Virginia or Arizona.
- 18 62. The actions of OTC and/or UAS, as alleged above:
- 19 a. Are/were intentional physical, forcible and/or unlawful interference with the use
- 20 and enjoyment of rights to the Patents and/or Power of Attorney possessed by
- 21 Optima without justification or consent; and/or
- 22 b. Are/were possession of and/or the exercise of dominion over rights to the Patents
- 23 and/or Power of Attorney possessed by Optima without justification or consent;
- 24 and/or
- 25 c. Are/were intentional use and/or intermeddling with rights to the Patents and/or
- 26 Power of Attorney possessed by Optima without authorization; and/or

- 1 d. Resulted in deprivation of Optima's use of and/or rights in the Patents and/or
2 Power of Attorney for a substantial time; and/or
3 e. Resulted in impairment of the condition, quality and/or value of Optima's use of
4 and/or rights in the Patents and/or Power of Attorney; and/or
5 f. Resulted in harm to the legally protected interests of Optima.
- 6 63. As a result thereof, Optima has suffered and will continue to suffer immediate and
7 ongoing harm and monetary damage in an amount to be proven at trial.

8 **COUNT 8**

9 **UNFAIR COMPETITION**

- 10 64. The statements of all of the foregoing paragraphs are incorporated herein by reference
11 as if fully set forth herein.
- 12 65. This is a cause of action for unfair competition against OTC and UAS pursuant to the
13 common law of New York, Delaware, California, Virginia or Arizona.
- 14 66. The actions of OTC and/or UAS, as alleged above:
- 15 a. Are/were an unfair invasion and/or infringement of Optima's property rights of
16 commercial value with respect to the Patents and/or the Power of Attorney;
17 and/or
18 b. Are/were a misappropriation of a benefit and/or property right belonging to
19 Optima with respect to the Patents and/or the Power of Attorney; and/or
20 c. Are/were a deceit and/or fraud upon the public with respect to the true ownership
21 and other rights of Optima relating to the Patents and/or the Power of Attorney;
22 and/or
23 d. Are/were likely to cause confusion of the public with respect to the true
24 ownership and other rights of Optima relating to the Patents and/or the Power of
25 Attorney; and/or
26 e. Will cause and/or are likely to cause an unfair diversion of trade whereby any

1 potential purchaser of a license or other rights from OTC with respect to the
2 Patents and/or Power of Attorney will be cheated into the purchase of something
3 which it is not in fact getting; and/or

4 f. Are likely to divert the trade of Optima; and/or

5 g. Are likely to cause substantial and irreparable harm to Optima.

6 67. As a result thereof, Optima has suffered and will continue to suffer immediate and
7 ongoing harm and monetary damage in an amount to be proven at trial.

8 **COUNT 9**

9 **UNFAIR AND DECEPTIVE COMPETITION/BUSINESS PRACTICES**

10 68. The statements of all of the foregoing paragraphs are incorporated herein by reference
11 as if fully set forth herein.

12 69. This is a cause of action for unfair and deceptive competition/business practices against
13 OTC and UAS pursuant to the statutory law of Delaware, 6 Del.C. §2531 *et seq.* to the
14 extent such statutory scheme applies in this matter.

15 70. The actions of OTC and/or UAS, as alleged above:

16 a. Are/were those of a person engaged in a course of a business, vocation, or
17 occupation; and/or

18 b. Constitute a deceptive trade practice; and/or

19 c. Cause a likelihood of confusion or of misunderstanding as to affiliation,
20 connection, or association with, or certification by, another; and/or

21 d. Represent that goods or services have sponsorship, approval, characteristics,
22 ingredients, uses, benefits, or quantities that they do not have, or that a person
23 has a sponsorship, approval, status, affiliation, or connection that the person does
24 not have; and/or

25 e. Represent that goods or services are of a particular standard, quality, or grade,
26 or that goods are of a particular style or model, if they are of another; and/or

1 f. Disparage the goods, services, or business of another by false or misleading
2 representation of fact; and/or

3 g. Were conduct which similarly creates a likelihood of confusion or of
4 misunderstanding.

5 71. As a result thereof, Optima has suffered and will continue to suffer immediate and
6 ongoing harm and monetary damage in an amount to be proven at trial.

7 72. To the extent Optima is entitled to damages under Delaware common-law it is further
8 entitled to treble damages pursuant to 6 Del.C. §2533(c).

9 73. Optima is entitled to injunctive relief pursuant to 6 Del.C. §2533(a).

10 74. The acts were a willful deceptive trade practice entitling Optima to its attorneys' fees
11 and costs pursuant to 6 Del.C. §2533(b).

12 75. This matter is an "exceptional" case also entitling Optima to its attorneys fees pursuant
13 to 6 Del.C. §2533(b).

14 **COUNT 10**

15 **UNLAWFUL CONSPIRACY TO INJURE TRADE OR BUSINESS**

16 76. The statements of all of the foregoing paragraphs are incorporated herein by reference
17 as if fully set forth herein.

18 77. This is a cause of action for unlawful conspiracy to injure trade or business against OTC
19 and UAS pursuant to the statutory law of Virginia, Va. Code Ann. § 18.2-499 and
20 § 18.2-500, to the extent such statutory scheme applies in this matter.

21 78. The actions of OTC and UAS, as alleged above, were those of two or more persons who
22 combined, associated, agreed, mutually undertook and/or acted in concert together for
23 the purpose of willfully and maliciously injuring Optima and its trade and/or business.

24 79. As a result thereof, Optima has suffered and will continue to suffer immediate and
25 ongoing harm and monetary damage in an amount to be proven at trial.

26 80. Optima is entitled to treble damages plus attorneys' fees and costs under Va. Code

1 Ann.§ 18.2-500,

2 **COUNT 11**

3 **UNFAIR AND DECEPTIVE COMPETITION/BUSINESS PRACTICES**

4 81. The statements of all of the foregoing paragraphs are incorporated herein by reference
5 as if fully set forth herein.

6 82. This is a cause of action for unfair and deceptive competition/business practices against
7 OTC and UAS pursuant to the statutory law of California, California Business and
8 Professions Code § 17200 *et. seq.*, to the extent such statutory scheme applies in this
9 matter.

10 83. The actions of OTC and/or UAS, as alleged above, constitute one or more unlawful,
11 unfair or fraudulent business acts or practices including but not limited to the following:

12 a. The acts/practices are/were “fraudulent” as they are/were untrue and/or are/were
13 likely to deceive the public; and/or

14 b. The acts/practices are/were “unfair” as they constituted conduct that significantly
15 threatens or harms competition; and/or

16 c. The acts/practices are/were “unfair” as they constitute conduct that offends an
17 established public policy or when the practice is immoral, unethical, oppressive,
18 unscrupulous or substantially injurious to consumers; and/or

19 d. The acts/practices are/were “unlawful” as they are/were in violation of the
20 common-law duties that were owed to Optima; and/or

21 e. The acts/practices are/were “unlawful” as they are/were in violation of the legal
22 principles expressed in the other Counts herein; and/or

23 f. The acts/practices are/were “unlawful” as they are/were in committed violation
24 of Va. Code Ann. § 18.2-172 (a class 5 felony); and/or

25 g. The acts/practices are/were “unlawful” as they are/were in committed violation
26 of Va. Code Ann. § 18.2-499 (a class 1 misdemeanor).

1 84. As a result thereof, Optima has suffered and will continue to suffer immediate and
2 ongoing harm and monetary damage.

3 85. Optima is without an adequate remedy at law.

4 86. Unless enjoined the acts of OTC and UAS will continue to cause further, great,
5 immediate and irreparable injury to Optima.

6 87. Optima is entitled to injunctive relief and restitutionary disgorgement pursuant to
7 California Business and Professions Code § 17203.

8 **COUNT 12**

9 **UAS LIABILITY**

10 88. The statements of all of the foregoing paragraphs are incorporated herein by reference
11 as if fully set forth herein.

12 89. In addition to any other liability existing as to the acts of UAS described herein UAS
13 is additionally liable under Counts 6-11 herein because:

- 14 a. OTC acted as the agent and/or servant of UAS; and/or
15 b. UAS aided and abetted the wrongful conduct of OTC through one or more of the
16 following:
17 i. UAS provided aid to OTC in its commission of a wrongful act that caused
18 injury to Optima; and/or
19 ii. UAS substantially assisted and/or encouraged OTC in the principal
20 violation/wrongful act; and/or
21 iii. UAS was aware of its role as part of overall illegal and/or tortious activity
22 at the time it provided the assistance; and/or
23 iv. UAS reached a conscious decision to participate in tortious activity for
24 the purpose of assisting OTC in performing a wrongful act; and/or
25 c. UAS engaged in a civil conspiracy with OTC through an agreement to
26 accomplish an unlawful purpose and/or to accomplish a lawful object by

- 1 unlawful means, one of whom committed an act in furtherance thereof, thereby
2 causing damages to Optima; and/or
- 3 d. UAS and OTC acted in concert; and/or
- 4 e. UAS provided affirmative aid and/or encouragement to the wrongful conduct of
5 OTC; and/or
- 6 f. UAS directed, ordered and/or induced the wrongful conduct of OTC while
7 knowing (or should having known) of circumstances that would have made the
8 conduct tortious if it were UAS's; and/or
- 9 g. UAS advised OTC to commit the wrongful conduct which resulted in a legal
10 wrong and/or harm to Optima; and/or
- 11 h. UAS acted together with OTC to commit the wrongful conduct pursuant to a
12 common design; and/or
- 13 i. UAS knew that the OTC's conduct would constitute a breach of duty and gave
14 substantial assistance or encouragement to OTC so to conduct itself; and/or
- 15 j. UAS gave substantial assistance to OTC in accomplishing a tortious result and
16 UAS's own conduct, separately considered, constitutes a breach of duty to
17 Optima; and/or
- 18 k. UAS knowingly participated in the wrongful action of OTC.
- 19 90. As a result thereof, UAS is jointly and severally liable for any such damages awarded
20 to Optima under Counts 6-11 herein.

21 **COUNT 13**

22 **PUNITIVE DAMAGES**

- 23 91. The statements of all of the foregoing paragraphs are incorporated herein by reference
24 as if fully set forth herein.
- 25 92. This is a claim for punitive damages against OTC and UAS pursuant to the common law
26 and/or statutory law of New York, Delaware, California, Virginia or Arizona.

- 1 93. Through their actions referenced herein, OTC and UAS:
- 2 a. Acted with an intent to injure Optima and/or consciously pursued a course of
- 3 conduct knowing that it created a substantial risk of significant harm to Optima;
- 4 and/or
- 5 b. Acted with an "evil hand" guided by an "evil mind"; and/or
- 6 c. Engaged in intentional and deliberate wrongdoing and with character of outrage
- 7 frequently associated with crime; and/or
- 8 d. Engaged in conduct that may be characterized as gross and morally reprehensible
- 9 and of such wanton dishonesty as to imply criminal indifference to civil
- 10 obligations; and/or
- 11 e. Acted with conduct so reckless and wantonly negligent as to be the equivalent
- 12 of a conscious disregard of the rights of others; and/or
- 13 f. Acted with a fraudulent and/or evil motive; and/or
- 14 g. Acted with aggravation and outrage; and/or
- 15 h. Acted with outrageous conduct with evil motive and/or reckless indifference to
- 16 rights of others; and/or
- 17 i. Acted with wilful and/or wanton disregard for the rights of others; and/or
- 18 j. Were aware of probable dangerous consequences of their conduct and willfully
- 19 and deliberately failed to avoid those consequences; and/or
- 20 k. Acted with the intent to vex, injury or annoy, or with a conscious disregard of the
- 21 right of others; and/or
- 22 l. Engaged in reprehensible and/or fraudulent conduct; and/or
- 23 m. Acted in blatant violation of law or policy; and/or
- 24 n. Acted with extreme indifference to the rights of others; and/or
- 25 o. Are guilty of oppression, fraud and/or malice, as defined by and pursuant to
- 26 Cal.Civ.Code § 3294; and/or

1 p. Acted with wilful and wanton conduct so as to evince a conscious disregard of
2 the rights of others; and/or

3 q. Acted with recklessness and/or negligence so as to evince a conscious disregard
4 of the rights of others; and/or

5 r. Engaged in malicious conduct; and/or

6 s. Engaged in misconduct and/or actual malice.

7 94. As a result thereof, Optima is entitled to an award of punitive damages against OTC and
8 UAS herein in an amount to be determined by a jury.

9 **EXCEPTIONAL CASE**

10 This is an exceptional case under 35 U.S.C. § 285 in which Counterclaimant and
11 Cross-Claimant Optima is entitled to its attorneys' fees and costs incurred in connection with
12 this action.

13 **JURY TRIAL DEMAND**

14 Counterclaimant Optima demands a jury trial on all claims and issues to be litigated in
15 this matter.

16 **PRAYER FOR RELIEF**

17 WHEREFORE Optima requests that the Court enter judgment in favor of Optima, and
18 against UAS, OTC, Naimer, and Hummel, on the Counterclaims, Cross-Claims and Third-Party
19 Claims, as follows:

- 20 1. Declaring that the Infringing Products, and all other of UAS's products shown to be
21 encompassed by one or more claims of the asserted Patents infringe said Patents;
- 22 2. Awarding Optima its monetary damages, and a doubling or trebling thereof, incurred
23 as a result of Defendants' willful infringement and unlawful conduct, as provided under
24 35 U.S.C. § 284;
- 25 3. Declaring that this is an exceptional case pursuant to 35 U.S.C. § 285 and awarding
26 Optima its attorneys fees incurred in having to prosecute this action;

- 1 4. Ordering that all of the Counterdefendants, Crossdefendants and Third-Party
2 Defendants and all those in active concert or privity with them be temporarily,
3 preliminarily and permanently enjoined from further infringement of U.S. Patent No.
4 5,566,073 (the '073 patent) and U.S. Patent No. 5,904,724 (the '724 patent);
- 5 5. Awarding Optima its actual, special, compensatory, economic, punitive and other
6 damages, including but not limited to:
 - 7 a. A reasonable royalty and/or lost profits attributable to defendants' past, present
8 and ongoing infringement of the Patents;
 - 9 b. The reduced value of the Patents and/or licenses with respect thereto;
 - 10 c. Optima's attorneys' fees and costs incurred in preparing and recording filings
11 with the PTO; and
 - 12 d. Optima's ongoing attorneys' fees and costs incurred in filing and prosecuting the
13 cross-claims against OTC herein to establish the invalidity, void nature, etc., of
14 its filing of the Assignment with the PTO and claim of any right or interest in the
15 Power of Attorney and/or the Patents, and to otherwise remove the cloud of title,
16 impairment of vendibility, etc., with respect to Optima's rights in the Patents
17 and/or the Power of Attorney;
- 18 6. Declaring that OTC has no interest or right in the Patents or the Power of Attorney;
- 19 7. Declaring that the Assignment OTC filed with the PTO is forged, invalid, void, of no
20 force and effect, should be struck from the records of the PTO, and that the PTO correct
21 its records with respect to any such claim made by OTC with respect to the Patents
22 and/or the Power of Attorney;
- 23 8. Enjoining OTC from asserting further rights or interests in the Patents and/or Power of
24 Attorney;
- 25 9. Enjoining UAS and OTC from further acts of unfair competition;
- 26 10. Granting Optima its attorneys' fees and costs pursuant to applicable law, including but

23382

REC'D & FILED

2011 DEC 13 PM 2:31

ALAN GLOVER

BY CLERK

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

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR CARSON CITY

9 JED MARGOLIN, an individual;
 10
 Plaintiff,

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

11 vs.

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

Defendants.

1334.023382-td

REPLY TO OPPOSITION TO MOTION TO DISMISS

20 COMES NOW Defendant Reza Zandian by and through his counsel John Peter Lee, Ltd.,
 21 and hereby files his REPLY TO OPPOSITION TO MOTION TO DISMISS.

22 This Reply is made and based upon all of the pleadings and papers on file herein, exhibits
 23 attached hereto, the attached Memorandum of Points and Authorities, and oral argument, if required
 24 by the Court.

25 ...
 26 ...
 27 ...
 28 ...

11/22/11
 [Signature]

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

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 STATEMENT OF FACTS.

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

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

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

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

6 **II.**

7 **PROCEDURAL HISTORY.**

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

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

21 **III.**

22 **LEGAL ANALYSIS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 IV.
23 CONCLUSION.

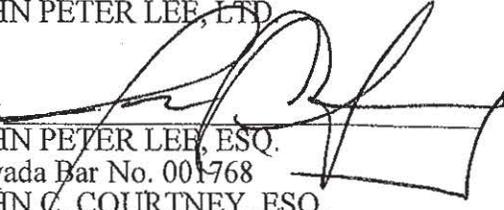
24 Whether the Court feels that Zandian should be dismissed by the instant motion to dismiss,
25 or whether the Court deems that the instant motion has been converted to one for summary judgment
26 has no real effect: either way, Zandian must be dismissed out of the instant action as a matter of law.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

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

3 DATED this 12th day of December, 2011.

4 JOHN PETER LEE, LTD.

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

15 **CERTIFICATE OF MAILING**

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

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

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

1 Matthew D. Francis (6978)
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 JUN 27 PM 3: 22
ALAN GLOVER
CLERK
BY V. Alegria
DEPUTY

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

24 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

NOTICE OF ENTRY OF
DEFAULT JUDGMENT

25 **TO: All parties:**

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

///

///

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

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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, Notice of Entry of Default Judgment, addressed as follows:

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

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

Alborz Zandian
9 Almanzora
Newport Beach, CA 92657-1613

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

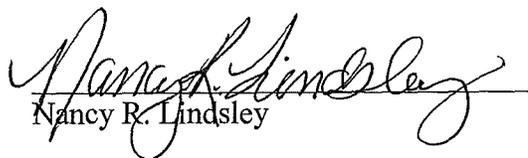
Optima Technology Corp.
A California corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

Dated: June 26, 2013.


Nancy R. Lindsley

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 JUN 24 PM 4: 12
ALAN GLOVER
C. ERVEN
BY _____ CLERK
DEPUTY

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

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

DEFAULT JUDGMENT

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

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

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

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

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

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

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

24 \\\
25 \\\
26 \\\
27 \\\
28 \\\

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

4
5 
6 DISTRICT COURT JUDGE
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 J. FIBBINS DEPUTY CLERK

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

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

PLEASE TAKE NOTICE that Judgment Creditor Jed Margolin by and through his attorneys, brings this motion seeking this Court, in light of the civil judgment entered by this Court on June 24, 2013 against Judgment Debtor Reza Zandian ("Zandian") and pursuant to 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.
- 28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

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

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

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

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

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

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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 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, **MOTION FOR JUDGMENT DEBTOR**
5 **EXAMINATION AND TO PRODUCE DOCUMENTS**, addressed as follows:

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

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

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

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

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

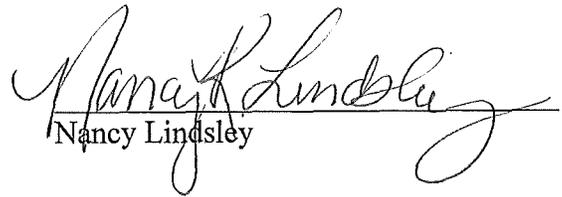
Optima Technology Corp.
A Nevada corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

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

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 NRCPC 60. Upon receipt of this correspondence, please contact our office so we can discuss the facts and circumstances surrounding this case.

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

Very truly yours,

HAWKINS MELENDREZ, P.C.



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

GWH/mam

HAWKINS MELENDREZ, P.C.

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

Fax

TO: WATSON ROUNDS	FROM: Lauren Kidd
ATT: Adam P. McMillan, Esq.	PAGES: Two (2) including cover.
	FAX: 702-318-8801
FAX: 775-333-8171	PHONE: 702-318-8800

Re: Margolin v. Optima Technology ; Case No.: 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 10 Fee:

Recorded By: DLW RPTT:

513B

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

AFTER RECORDING RETURN
TO:

NEVADA DEPT. OF
TRANSPORTATION
RIGHT-OF-WAY DIVISION
ATTN: STAFF SPECIALIST -
ACQ
1263 S. STEWART ST.
CARSON CITY, NV 89712



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-019.7177E

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 50.50 feet; thence S. 65°09'38" W. a distance of 39.59 feet to said north-south quarter section line; thence N. 0°02'13" W., along said quarter section line, a distance of 55.08 feet to the point of beginning; said parcel contains an area of 1,402 square feet (0.03 of an acre).

Parcel: U-050-LY-019.752TE

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



489610

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 all 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

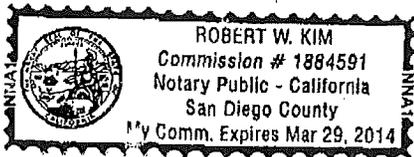
BY: [Signature]
Reza Zandian

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.

S
E
A
L



[Signature]
Notary



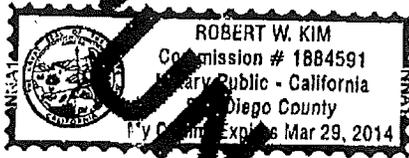
489610

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 Nilloofar Foughani.

S
E
A
L



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.

S
E
A
L

Notary

State of _____
County of _____

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

S
E
A
L

Notary



489510

04/11/2012
005 of 10

State of _____
County of _____

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

S
E
A
L

Notary

ELIAS ABRISHAMI AND MINOO ABRISHAMI, HUSBAND AND WIFE

BY: Elias Abrishami
Elias Abrishami

BY: Minoo Abrishami
Minoo Abrishami

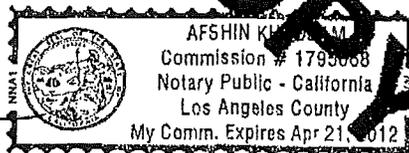
State of _____
County of _____

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

S
E
A
L

State of California, County of Los Angeles
On Feb 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/hers/their authorized capacity(ies),
and that by his/hers/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



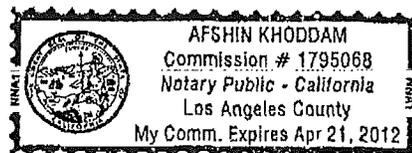
State of _____
County of _____

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

S
E
A
L

State of California, County of Los Angeles
On Feb 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/hers/their authorized capacity(ies),
and that by his/hers/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Notary





489610

04/11/2012
006 of 10

ENAYAT ABRISHAMI AND NAIMA ABRISHAMI, HUSBAND AND WIFE

BY: Enayat Abrishami
Enayat Abrishami

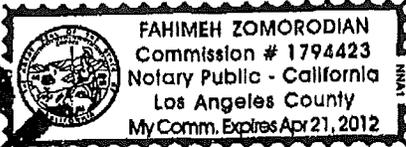
BY: Naima Abrishami
Naima Abrishami

State of California
County of Los Angeles

This instrument was acknowledged before me on 11 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

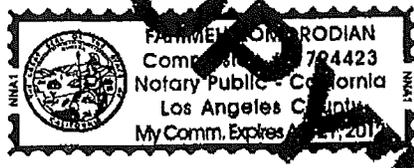


State of California
County of Los Angeles

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 CALIFORNIA
County of _____

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

S
E
A
L

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.

S
E
A
L

Notary

UNOFFICIAL COPY



489610

04/11/2012
008 of 10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

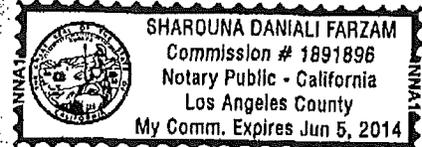
State of California

County of Los Angeles

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

personally appeared Bahman Tamijidi

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

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Temporary Easement Deed

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

Signer(s) Other Than Named Above: _____

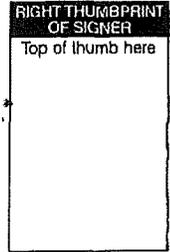
Capacity(ies) Claimed by Signer(s)

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



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: _____



489510

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.

S
E
A
L

Notary

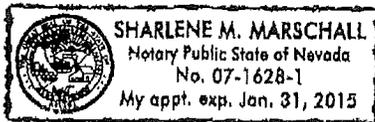
JOHNATHON FAYEGHI, AN UNMARRIED MAN

BY: _____
Johnathon Fayeghi

State of Nevada
County of Clark

This instrument was acknowledged before me on 16th day of February, 2012 by Johnathon Fayeghi.

S
E
A
L



Sharlene M. Marschall

Notary



489610

04/11/2012
010 of 10

RASHAD AND REEM EL-SABAWI FAMILY TRUST

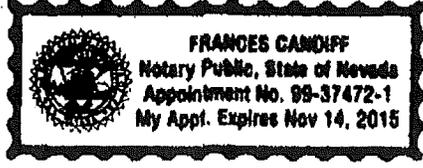
BY: [Signature]
Rashad El-Sabawi

BY: [Signature]
Reem El-Sabawi

State of Nevada
County of Clark

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

S
E
A
L

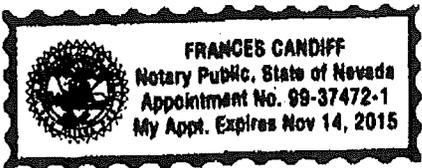


[Signature]
Notary

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
E
A
L



[Signature]
Notary

UNOFFICIAL COPY

Exhibit 3

Exhibit 3

Dec 05 07 01:52p nikan

858-625-2460

p. 4

Optima Technology Corporation

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

December 5, 2007

United States Patent Office
Patent Assignment Department

Fax: 571-273-0140

Subject: Assignment of Patents

Dear Sir,

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

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

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

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

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

Truly Yours

Reza Zandian
Director/Officer Optima Technology Corporation



Exhibit 4

Exhibit 4

כ"ה ס"ח



600899

07/31/2008
002 of 20

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,

RK

Handwritten signatures and initials, including a circled '3' and the number 392.



600899

07/31/2008
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

RK.

(B)

AK
LS



600899

07/31/2008
004 of 20

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

2. TERMS OF AGREEMENT

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

2.1 Wendover Project, LLC

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

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

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

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

RK [Signature]

[Signature] [Signature] [Signature]



600899

07/31/2008
006 of 20

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

2. TERMS OF AGREEMENT

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

2.1 Wendover Project, LLC

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

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

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

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

R.K. [Signature]

[Signature]



600899

07/31/2008
008 of 20

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

2. TERMS OF AGREEMENT

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

2.1 Wendover Project, LLC

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

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

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

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

RK.



600899

07/31/2008
007 of 20

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

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

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

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

Rk.

Ⓟ

[Handwritten signature]

Ⓟ

[Handwritten signature]



600899

07/31/2008
008 of 20

2.2 Big Springs Ranch, LLC

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

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

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

RK



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

Rx.



600899

07/31/2008
010 of 20

2.2 Big Springs Ranch, LLC

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

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

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

RK.



600899

07/31/2008
011 of 20

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

2.3 The Sparks 320 acres

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

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

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

2.4 The Pah Rah Property

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

RK

Ⓟ

Ⓟ



600899

07/31/2008
012 of 20

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

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

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

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

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

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

RK

Ⓢ

[Handwritten signature]
Ⓢ

[Handwritten signature]
402



600899

07/31/2008
013 of 20

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

2.7 Zandian shall dismiss the Litigation with prejudice.

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

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

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

Rk.

3

Chad
12

new
403



600899

07/31/2008
014 of 20

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

3. ATTORNEYS= FEES

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

4. ENTIRE AGREEMENT

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

5. APPLICABLE LAW

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

RK.

EA

Handwritten initials/signature

Handwritten initials/signature



600699

07/31/2008
016 of 20

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

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

6. BENEFIT

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

7. COUNTERPARTS

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

8. MUTUAL WARRANTIES

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

RK.

(3)

NS

405



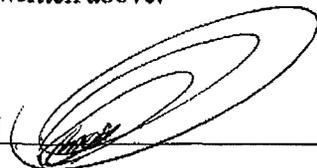
600899

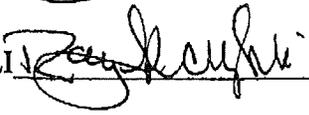
07/31/2008
016 of 20

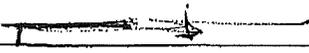
Handwritten initials

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

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

REZA ZANDIAN  WIFE 

RAY KOROGHLI  WIFE 

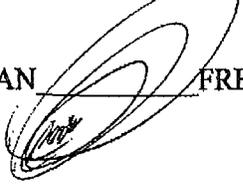
FRED SADRI  WIFE 

STAR LIVING TRUST  "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

Handwritten circled number 3

Handwritten initials and number 406



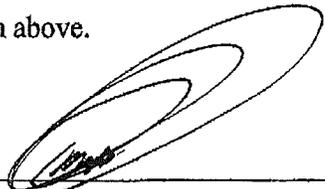
600899

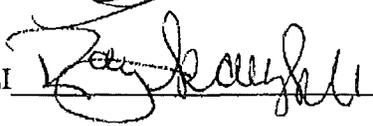
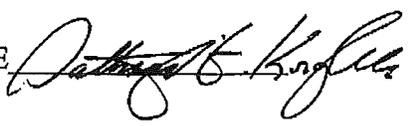
07/31/2008
017 of 20

107

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.

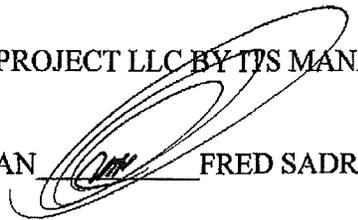
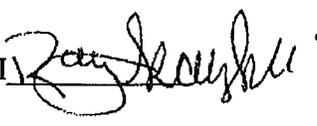
REZA ZANDIAN  WIFE _____

RAY KOROGHLI  WIFE 

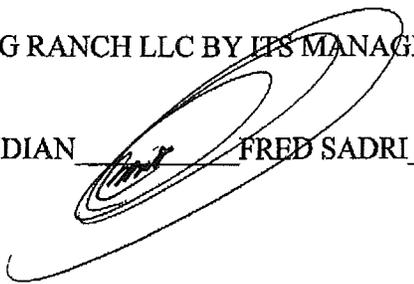
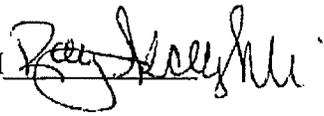
FRED SADRI _____ WIFE _____

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 

R.K





600899

07/31/2008
018 of 20

505

NEVADA LAND & WATER RIGHTS LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN

FRED SADRI

RAY KOROGHLI

JOHN PETER LEE ESQ.

only as to the provisions of Paragraph 2.5 above

ⓐ



600699

07/31/2008
019 of 20

✓
5
2

NOTICES

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

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

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

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

ACKNOWLEDGED BY:

FRED SADRI

Date

6/19/08

REZA ZANDIAN

Date

RAY KOROGHLI

Date

6-19-08



600899

07/31/2008
020 of 20

NOTICES

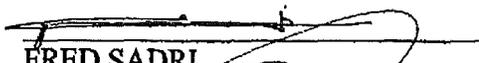
Pursuant to this Settlement Agreement dated June 17, 2008, all notices are to be sent to the following mailing addresses via certified mail:

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

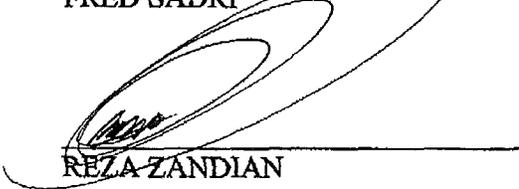
To: Mr. Reza Zandian
8775 Coasta Verde Blvd., No. 501
San Diego, CA 92122

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

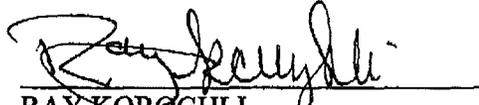
ACKNOWLEDGED BY:


FRED SADRI

JUNE 24 2008
Date


REZA ZANDIAN

6/19/08
Date


RAY KOROGHLI

6-19-08
Date

Exhibit 5

Exhibit 5

Fronteer Development v. Big Spring Ranch; et al

Condensed Transcript of the Deposition of

Reza Zandian

June 23, 2010

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

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. AND RELATED ACTION.	7 1 Printout from goldennevada.com 158
VIDEOTAPED (30)(b)(6) DEPOSITION OF BIG SPRING RANCH, LLC REZA ZANDIAN Wednesday, June 23, 2010 Reno, Nevada	8 2 Operating Agreement of Big Spring Ranch, LLC. dated 10/1/03 167
Reported By: PEGGY B. HOOGS, CCR #160, RDR, CRR CALIFORNIA CSR #5958	9 3 Letter, undated, from Reza Zandian to James Lydie, International Royalty Corp 183
	10 4 Title Report re Big Spring Ranch 193
	11 5 Grant, Bargain, and Sale Deed dated 12/29/03 201
	12
	13 6 Grant, Bargain, and Sale Deed to Joint Tenants dated 10/18/46 217
	14
	15 7 Fronteer Map of Long Canyon Project 286
	16
	17
	18
	19
	20
	21
	22
	23
	24
	25

Page 2	Page 4
1 -oOo- APPEARANCES -oOo-	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 FOR THE DEFENDANT JERRY GOODWIN:	18
19 PRESENT TELEPHONICALLY	19
20 HILL, JOHNSON & SCHMUTZ	20
21 By: J. BRYAN QUESENBERRY	21
22 4844 North 300 West, Suite 300	22
23 Provo, Utah, 84604	23
24 VIDEOGRAPHER:	24
25 JEFF WALDIE	25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Case No. 09 OC 00579 1B

Dept. No. I

REC'D & FILED

2014 JAN 13 PM 4:16

ALAN GLOVER

C. COOPER CLERK

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

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

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

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

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

///
///
///

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

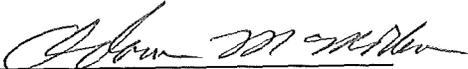
- 1 f. All of Zandian's accounting records, computerized electronic and/or printed on
2 paper format for the years 2007 to the present.
- 3 g. All of Zandian's statements, cancelled checks and related banking documents for
4 any bank, brokerage or other financial account at least partially controlled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

15 DATED: This 13th day of January, 2014.

16 
17 _____
18 JAMES T. RUSSELL
19 DISTRICT COURT JUDGE

19 Respectfully submitted by,

20 WATSON ROUNDS, P.C.

21 By: 

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

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, **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

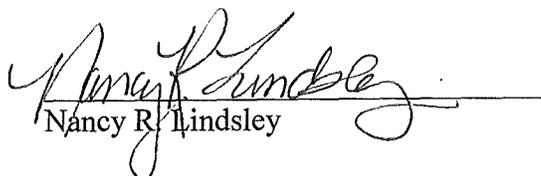
14 Optima Technology Corp.
15 A California corporation
16 8401 Bonita Downs Road
17 Fair Oaks, CA 95628

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 7th, 2014


Nancy R. Lindsley