

1                                   **IN THE SUPREME COURT OF THE STATE OF NEVADA**

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3 REZA ZANDIAN A/K/A/ GOLAMREZA  
4 ZANDIANJAZI A/K/A GHOLAM REZA  
5 ZANDIAN A/K/A REZA JAZI A/K/A J.  
6 REZA JAZI, A/K/A/ G. REZA JAZI  
7 A/K/A/ GHONOREZA ZANDIAN JAZI,  
8 AN INDIVIDUAL,

9                                   Appellant,

10                               vs.

11 JED MARGOLIN, AN INDIVIDUAL,

12                                   Respondent.

**Nevada Supreme Court**

**Case No. 65205**

Electronically Filed  
District Court Case No. 090C005791B  
Nov 17 2014 04:52 p.m.

Tracie K. Lindeman  
Clerk of Supreme Court

13                               Appeal from the First Judicial District Court of the State of Nevada  
14   In and For Carson City  
15   The Honorable James T. Russell, District Judge

16   **RESPONDENT'S APPENDIX**  
17   **Volume II of II**

18   Matthew D. Francis  
19   Nevada Bar No. 6978  
20   Adam P. McMillen  
21   Nevada Bar No. 10678  
22   WATSON ROUNDS  
23   5371 Kietzke Lane  
24   Reno, NV 89511  
25   Telephone: 775-324-4100

26   *Attorneys for Respondent Jed Margolin*

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**ALPHABETICAL INDEX TO  
RESPONDENT’S APPENDIX (“R.A.”)**

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

***Appellant,***

***vs.***

***JED MARGOLIN, an individual,***

***Respondent.***

**Nevada Supreme Court Case Number: 65205**

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<b>DOCUMENT</b>	<b>DATE</b>	<b>VOLUME</b>	<b>PAGE(S)</b>
Amended Order Allowing Service by Publication	Sept. 27, 2011	I	158-159
Application for Default Judgment	Feb. 28, 2011	I	1-11
Declaration of Cassandra P. Joseph in Support of Application for Default Judgment	Feb. 28, 2011	I	12-52
Declaration of Jed Margolin in Support of Application for Default Judgment	Feb. 28, 2011	I	53-96
Default Judgment	Mar. 1, 2011	I	97-98
Motion for Judgment Debtor Examination and to Produce Documents	Dec. 11, 2013	II	364-413
Motion to Serve by Publication	Aug. 11, 2011	I	105-157
Notice of Entry of Default Judgment	Mar. 7, 2011	I	99-104
Notice of Entry of Default Judgment	June 27, 2013	II	358-363
Opposition to Motion to Dismiss	Dec. 5, 2011	I & II	160-349
Order Granting Plaintiff’s Motion for Debtor Examination and to Produce Documents	Jan. 13, 2014	II	414-417
Reply to Opposition to Motion to Dismiss	Dec. 13, 2011	II	350-357

1 Dated this 17th day of November, 2014.

2 WATSON ROUNDS, P.C.

3 /s/ Adam P. McMillen

4 Matthew D. Francis, Esq.

5 Nevada Bar No. 6978

6 Adam P. McMillen, Esq.

7 Nevada Bar No. 10678

8 5371 Kietzke Lane

9 Reno, NV 89511

10 Attorneys for Respondent

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**CERTIFICATE OF MAILING**

Pursuant to NRAP 25(1), I hereby certify that I am an employee of the Law Offices of WATSON ROUNDS and that on this date a true copy of the foregoing RESPONDENT’S APPENDIX VOLUME II by Nevada Supreme Court CM/ECF Electronic Filing addressed to each of the following:

Jason D. Woodbury  
Severin A. Carlson  
Kaempfer Crowell  
510 West Fourth Street  
Carson City, Nevada 89703

DATED: This 17<sup>th</sup> day of November, 2014.

/s/ Nancy R. Lindsley  
An Employee of Watson Rounds

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 5<sup>th</sup> 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.

1 29. Attached as **Exhibit 28** is a true and correct copy of the Arizona Complaint,  
2 dated 7/15/08.

3 30. Attached as **Exhibit 29** is a true and correct copy of the Arizona Answer,  
4 Counterclaims, Cross-Claims and Third-Party Claims, dated 1/24/08.

5 31. That Discovery in this matter has never opened since Defendants have never  
6 answered the complaint or the amended complaint.

7 32. That Defendant Zandian raises the issue that he never acted in his individual  
8 capacity in such a way to cause a justiciable injury to the Plaintiff on page 3, lines 20-21 of  
9 Zandian's motion to dismiss (see also page 4, lines 6-7).

10 33. That Discovery into any aspects of the Plaintiff's claims in this matter has not  
11 been accomplished, not even whether Defendant Zandian acted in his personal capacity to  
12 cause a justiciable injury to the Plaintiff.

13 34. That the deposition of Defendant Reza Zandian Defendant Reza Zandian needs  
14 to be taken in order to determine his residency and contacts with the State of Nevada for  
15 jurisdictional purposes and issues related to his role in forging the assignment documents.

16 35. That Plaintiff has yet to propound written discovery into issues related to  
17 Plaintiff's claims, including whether or not Defendant Zandian acted in his personal capacity  
18 in such a way to cause a justiciable injury to Plaintiff.

19 36. That discovery into the Plaintiff's damages has not yet been done.

20 37. That discovery into the Defendants' claims and defenses has not been done.

21 38. That the above referenced discovery will assist in developing the facts of this  
22 case, therefore, pursuant to NRCP 56(f), Defendant Zandian's motion to dismiss/summary  
23 judgment should be denied.

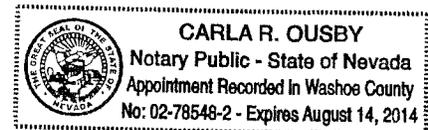
24 AFFIANT SAYETH NAUGHT.

25 By: \_\_\_\_\_

ADAM P. MCMILLEN

26 SUBSCRIBED AND SWORN to before me  
27 This 5<sup>th</sup> day of December, 2011.

28 \_\_\_\_\_  
Notary Public

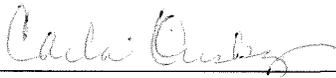


**CERTIFICATE OF SERVICE**

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

  
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Carla Ousby

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Index of Exhibits

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- 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\***

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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 5/1-272-3350. 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

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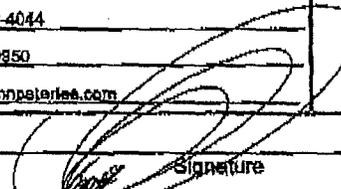
12/05/2007  
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858-625-2460

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.	
<b>1. Name of conveying party(ies)</b> 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	<b>2. Name and address of receiving party(ies)</b> 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
<b>3. Nature of conveyance/Execution Date(s):</b> 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	<b>4. Application or patent number(s):</b> <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
<b>5. Name and address to whom correspondence concerning document should be mailed:</b> 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>	<b>6. Total number of applications and patents involved:</b> <u>4</u>  <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> \$ <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)
<b>9. Signature:</b>  Signature Optima Technology Corporation (a California Corporation) Name of Person Signing	<b>8. Payment Information</b> 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: <span style="border: 1px solid black; padding: 2px;">7</span>

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 22314-1450



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

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C/O JOHN PETER LEE LIMITED  
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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  
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THERESA FREDERICK, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

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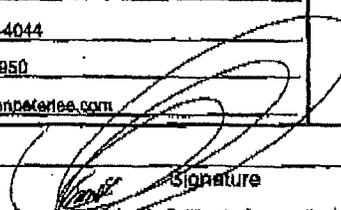
p. 1

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.

<b>1. Name of conveying party(ies)</b> 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		<b>2. Name and address of receiving party(ies)</b> 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	
<b>3. Nature of conveyance/Execution Date(s):</b> 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		<b>4. Application or patent number(s):</b> <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	
<b>5. Name and address to whom correspondence concerning document should be mailed:</b> 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>		<b>6. Total number of applications and patents involved:</b> <u>4</u>  <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> \$ <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)	
<b>9. Signature:</b>  Signature Optima Technology Corporation (a California Corporation) Name of Person Signing		<b>8. Payment Information</b> 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

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MARCUS KIRK, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

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12/07/2007  
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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.

<b>1. Name of conveying party(ies)</b> 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		<b>2. Name and address of receiving party(ies)</b> 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	
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<b>8. Payment Information</b> a. Credit Card Last 4 Numbers <u>1004</u> Expiration Date <u>01/09</u>  b. Deposit Account Number _____ Authorized User Name _____		<b>9. Signature:</b> <u>Jed Margolin by [Signature]</u> <u>12/5/2007</u> Signature Date <u>Optima Technology Corporation (a California Corporation)</u> Name of Person Signing 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 <sup>VS</sup> 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 22<sup>ND</sup> day of JANUARY, 20 10, and personally served the same upon REZA ZANDIAN the within named defendant, on the 2<sup>ND</sup> 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 12<sup>TH</sup> 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.

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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 18<sup>th</sup> day of February, at Citrus Heights, California.

  
\_\_\_\_\_  
ROBERT M. TOTH  
Registered Process Server

# Exhibit 3

# Exhibit 3



January 8, 2010

KELLY G. WATSON<sup>1</sup>  
MICHAEL D. ROUNDS<sup>1</sup>  
MATTHEW D. FRANCIS<sup>2</sup>

ARTHUR A. ZORIO<sup>1</sup>  
CASSANDRA P. JOSEPH<sup>1</sup>  
MELISSA P. BARNARD  
RYAN E. JOHNSON  
TARA A. SHIROFF  
MATTHEW G. HOLLAND  
ADAM P. McMILLEN<sup>3</sup>  
ELIZA BECHTOLD<sup>4</sup>  
ADAM YOWELL

OF COUNSEL-  
MARC D. FOODMAN<sup>1,3</sup>

<sup>1</sup> Also licensed in California  
<sup>2</sup> Also licensed in Utah  
<sup>3</sup> Also licensed in Massachusetts  
<sup>4</sup> Licensed only in California

5371 Kietzke Lane  
Reno, Nevada 89511  
(775) 324-4100  
Fnx (775) 333-8171  
e-mail: [reno@watsonrounds.com](mailto:reno@watsonrounds.com)

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

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

[www.watsonrounds.com](http://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

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

20  
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.  
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WHEREFORE, Plaintiff Jed Margolin, prays for judgment against the Defendants as follows:

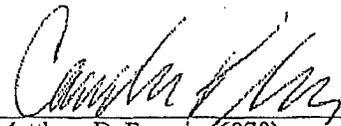
1. That Plaintiff be awarded damages for Defendants' tortious conduct;
2. That Plaintiff be awarded damages for Defendants' unjust enrichment;
3. That Plaintiff be awarded damages for Defendants' commission of unfair and deceptive trade practices, in an amount to be proven at trial, with said damages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

**AFFIRMATION**

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

DATED: December 10, 2009

WATSON ROUNDS

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

*Attorneys for Plaintiff Jed Margolin*

Exhibit 1

Exhibit 1

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS CORPORATION,

Plaintiff,

vs.

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

Defendants.

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

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS CORPORATION, an Arizona corporation,

Counterdefendant,

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

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY CORPORATION,

Cross-Defendant.

No. CV 07-588-TUC-RCC  
**ORDER**

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

4 Therefore, IT IS HEREBY ORDERED:

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

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

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

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

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

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

19 DATED this 18<sup>th</sup> day of August, 2008.

20  
21  
22 

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

# Exhibit 4

Exhibit

# Exhibit 4

# Exhibit 4

WATSON  
**WR**  
ROUNDS

August 4, 2011

KELLY G. WATSON<sup>1</sup>  
MICHAEL D. ROUNDS<sup>1</sup>  
MATTHEW D. FRANCIS<sup>2</sup>

ARTHUR A. ZORIO<sup>1</sup>  
MELISSA P. BARNARD  
RYAN E. JOHNSON  
MATTHEW G. HOLLAND  
ADAM P. McMILLEN<sup>2</sup>  
ADAM YOWELL  
VINH PHAM<sup>3</sup>

OF COUNSEL-  
MARC D. FOODMAN<sup>1,3</sup>  
STEVEN T. POLIKALAS<sup>1,4</sup>

<sup>1</sup> Also licensed in California  
<sup>2</sup> Also licensed in Utah  
<sup>3</sup> Also licensed in Massachusetts  
<sup>4</sup> Also licensed in Tennessee  
<sup>5</sup> 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:

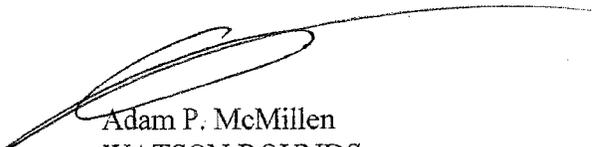
We are in receipt of and have reviewed the Order setting aside Jed Margolin's default judgment against your client in the above referenced matter. Also in the order is a 90 day time period from August 3, 2011 to properly effectuate service on your client.

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 <sup>1</sup>  
MICHAEL D. ROUNDS <sup>1</sup>  
MATTHEW D. FRANCIS <sup>2</sup>

ARTHUR A. ZORIO <sup>1</sup>  
MELISSA P. BARNARD  
RYAN E. JOHNSON  
MATTHEW G. HOLLAND  
ADAM P. McMILLEN <sup>2</sup>  
ADAM YOWELL  
VINH PHAM <sup>2</sup>

OF COUNSEL:  
MARC D. FOODMAN <sup>1,3</sup>  
STEVEN T. POLIKALAS <sup>1,4</sup>

<sup>1</sup> Also licensed in California  
<sup>2</sup> Also licensed in Utah  
<sup>3</sup> Also licensed in Massachusetts  
<sup>4</sup> Also licensed in Tennessee  
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(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. WATSON<sup>1</sup>  
MICHAEL D. ROUNDS<sup>1</sup>  
MATTHEW D. FRANCIS<sup>2</sup>

ARTHUR A. ZORIO<sup>1</sup>  
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ADAM P. McMILLEN<sup>2</sup>  
ADAM YOWELL  
VINH PHAM<sup>3</sup>

OF COUNSEL-  
MARC D. FOODMAN<sup>1,3</sup>  
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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	
<b>PARCEL NO.</b>	071-02-000-005
<b>OWNER AND MAILING ADDRESS</b>	ZANDIAN REZA 8775 COSTA VERDE #501 SAN DIEGO CA 92122-5343
<b>LOCATION ADDRESS CITY/UNINCORPORATED TOWN</b>	MOAPA VALLEY
<b>ASSESSOR DESCRIPTION</b>	PT NE4 NE4 SEC 02 16 68  SEC 02 TWP 16 RNG 68
<b>RECORDED DOCUMENT NO.</b>	* 20050419:04639
<b>RECORDED DATE</b>	04/19/2005
<b>VESTING</b>	NO STATUS

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
<b>TAX DISTRICT</b>	826
<b>APPRAISAL YEAR</b>	2010
<b>FISCAL YEAR</b>	10-11
<b>SUPPLEMENTAL IMPROVEMENT VALUE</b>	0
<b>SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER</b>	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	
<b>ESTIMATED SIZE</b>	10.00 Acres
<b>ORIGINAL CONST. YEAR</b>	0
<b>LAST SALE PRICE MONTH/YEAR</b>	24000 04/05
<b>LAND USE</b>	0-00 VACANT
<b>DWELLING UNITS</b>	0

GENERAL INFORMATION	
<b>PARCEL NO.</b>	071-02-000-013
<b>OWNER AND MAILING ADDRESS</b>	ZANDIAN REZA 8775 COSTA VERDE #501 SAN DIEGO CA 92122-5343
<b>LOCATION ADDRESS CITY/UNINCORPORATED TOWN</b>	MOAPA VALLEY
<b>ASSESSOR DESCRIPTION</b>	PT SE4 NE4 SEC 02 16 68  SEC 02 TWP 16 RNG 68
<b>RECORDED DOCUMENT NO.</b>	* 20050420:00563
<b>RECORDED DATE</b>	04/20/2005
<b>VESTING</b>	NO STATUS

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
<b>TAX DISTRICT</b>	826
<b>APPRAISAL YEAR</b>	2010
<b>FISCAL YEAR</b>	10-11
<b>SUPPLEMENTAL IMPROVEMENT VALUE</b>	0
<b>SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER</b>	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	
<b>ESTIMATED SIZE</b>	20.00 Acres
<b>ORIGINAL CONST. YEAR</b>	0
<b>LAST SALE PRICE MONTH/YEAR</b>	40000 04/05
<b>LAND USE</b>	0-00 VACANT
<b>DWELLING UNITS</b>	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



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

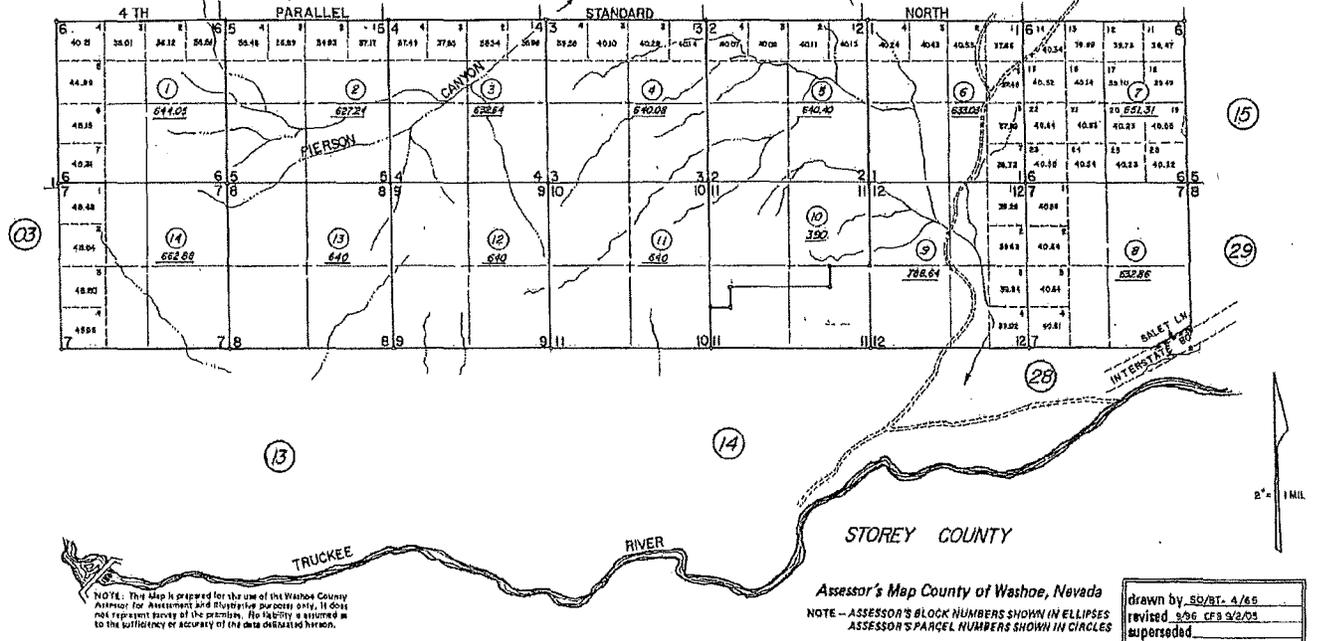
[County Home](#) => [Assessor's Office](#) => [Property Assessment Data Search](#) => [Parcel Search](#) => [Ownership](#)

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 N<sup>2</sup> - 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

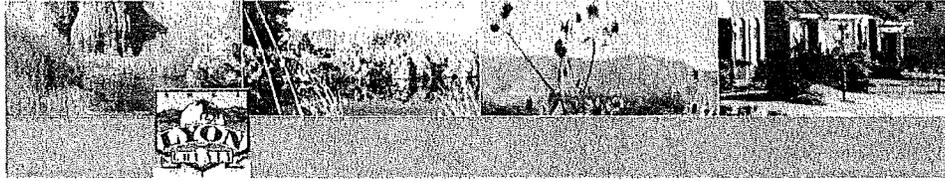
[County Home](#) => [Assessor's Office](#) => [Property Assessment Data Search](#) => [Parcel Search](#) => [Ownership](#)

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

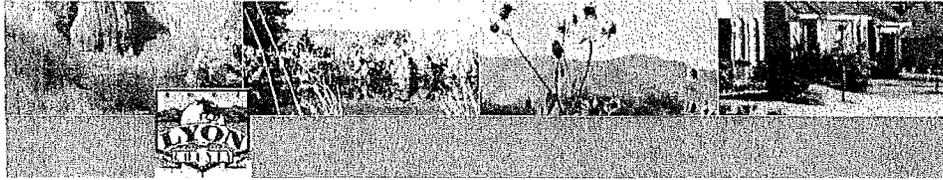


[Assessor Home](#)

[Assessor Inquiry](#)

Real Property Inquiry			
Search for Real Property (Land, Improvements, etc.)			
<b>Order List By:</b>			
<input checked="" type="radio"/> Parcel #	<input type="radio"/> Owner Name	<input type="radio"/> Property Location	<input type="radio"/> District
<b>Filters: Limit Selected Parcels to Include (Choose any number):</b>			
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>
<a href="#">006-052-04</a>	ZANDIAN, REZA	125 PIKE ST	8.5	140 - Vacant Commercial	.220	15,560
<a href="#">006-052-05</a>	ZANDIAN, REZA	115 PIKE ST	8.5	140 - Vacant Commercial	.220	15,560
<a href="#">006-052-06</a>	ZANDIAN, REZA	105 PIKE ST	8.5	140 - Vacant Commercial	.220	15,560
<a href="#">015-311-18</a>	ZANDIAN, REZA ET AL	HWY 50	8.3	120 - Vacant Single Family	241.790	24,500
<a href="#">015-311-19</a>	ZANDIAN, REZA ET AL	HWY 50	8.3	140 - Vacant Commercial	47.750	16,710
<a href="#">021-451-22</a>	ZANDIAN, REZA ET AL		6.0	120 - Vacant Single Family	40.000	3,360



[Assessor Home](#) [Back to Search List](#)

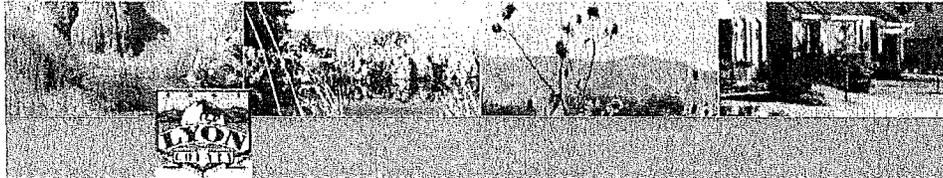
[Personal Property](#) [Sales Data](#) [Secured Tax Inquiry](#) [Recorder Search](#)

**Parcel Detail for Parcel # 006-052-04**

Location	Ownership
Property Location 125 PIKE ST Town DAYTON Subdivision DAYTON TOWN Lot 4 Block 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 RS80448
<a href="#">Add'l Addresses</a> <a href="#">Assessor Maps</a> <a href="#">Legal Description</a>	<a href="#">Ownership History</a> <a href="#">Document History</a>

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 <a href="#">Improvement List</a>	Current Land Use Code 140 Zoning C1 Re-appraisal Group 5 Re-appraisal Year 2008 Orig Constr Year Weighted Year <a href="#">Code Table</a>

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](#)

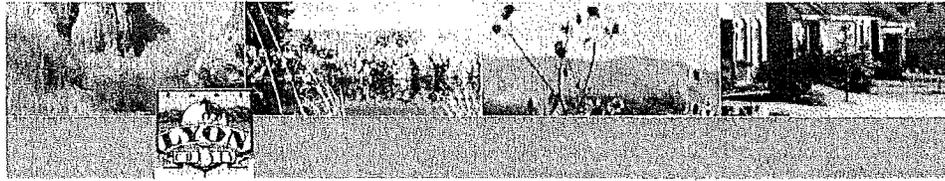
[Personal Property](#) [Sales Data](#) [Secured Tax Inquiry](#) [Recorder Search](#)

**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
<a href="#">Add'l Addresses</a> <a href="#">Assessor Maps</a> <a href="#">Legal Description</a>	<a href="#">Ownership History</a> <a href="#">Document History</a>

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 <a href="#">Improvement List</a> Basement Sq Ft 0 Finished 0	Current Land Use Code 140 <a href="#">Code Table</a> 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	

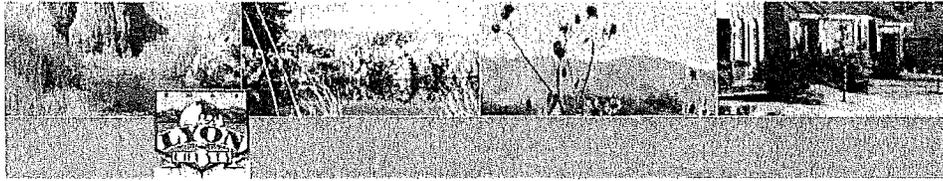
Ownership	
Assessed Owner Name	ZANDIAN, REZA
Mailing Address	P O BOX 927674 SAN DIEGO, CA 92192-7674
Legal Owner Name	ZANDIAN, REZA
Vesting Doc#, Date	342193 02/04/05
Book/Page / Map Document #s	Book/Page / RS90448

Description	
Total Acres	.220
Ag Acres	.000
W/R Acres	.000
<b>Improvements</b>	
Single-fam Detached	0
Single-fam Attached	0
Multi-fam Units	0
Mobile Homes	0
Total Dwelling Units	0
Non-dwell Units	0
MH Hookups	0
Septic Tanks	0
Bldg Sq Ft	0
Garage Sq Ft	0
Basement Sq Ft	0
Bdrm/Bath	0/00
Stories	.0
Wells	0
Atch/Detch	0
Finished	0

Appraisal Classifications	
Current Land Use Code	140
Zoning	C2
Re-appraisal Group	5
Orig Constr Year	
Re-appraisal Year	2008
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"><b>Location</b></p> <p>Property Location HWY 50                  Town STAGECOACH <a href="#">Add'l Addresses</a>                  Subdivision Lot Block <a href="#">Assessor Maps</a>                  Property Name <a href="#">Legal Description</a>                   Remarks</p>	<p align="center"><b>Ownership</b></p> <p>Assessed Owner Name ZANDIAN, REZA ET AL                  Mailing Address P O BOX 927674 <a href="#">Ownership History</a>                  Add'l Owners SAN DIEGO, CA 92192-7674 <a href="#">Document History</a>                   Legal Owner Name ZANDIAN, REZA ET AL                  Vesting Doc#, Date 344412 03/03/05 Book/Page 7                  Map Document #s RS332209</p>
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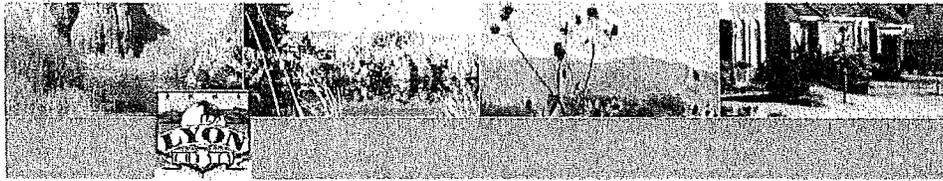
<p align="center"><b>Description</b></p> <p>Total Acres 241.790 Ag Acres .000 W/R Acres .000</p> <p align="center"><b>Improvements</b></p> <table border="0"> <tr> <td>Single-fam Detached 0</td> <td>Non-dwell Units 0</td> <td>Bdrm/Bath 0/.00</td> </tr> <tr> <td>Single-fam Attached 0</td> <td>MH Hookups 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><a href="#">Improvement List</a></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	<a href="#">Improvement List</a>	Basement Sq Ft 0	Finished 0	<p align="center"><b>Appraisal Classifications</b></p> <p>Current Land Use Code 120 <a href="#">Code Table</a>                   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																				
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Mobile Homes 0	Septic Tanks 0																					
Total Dwelling Units 0	Bldg Sq Ft 0																					
	Garage Sq Ft 0	Atch/Detch																				
<a href="#">Improvement List</a>	Basement Sq Ft 0	Finished 0																				

<p align="center"><b>Assessed Valuation</b></p> <table border="0"> <tr> <td>Assessed Values</td> <td><u>2012-13</u></td> <td><u>2011-12</u></td> <td><u>2010-11</u></td> </tr> <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>Increased (New) Values</td> <td></td> <td></td> <td></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> </table>	Assessed Values	<u>2012-13</u>	<u>2011-12</u>	<u>2010-11</u>	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"><b>Taxable Valuation</b></p> <table border="0"> <tr> <td>Taxable Values</td> <td><u>2012-13</u></td> <td><u>2011-12</u></td> <td><u>2010-11</u></td> </tr> <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>Increased (New) Values</td> <td></td> <td></td> <td></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> </table>	Taxable Values	<u>2012-13</u>	<u>2011-12</u>	<u>2010-11</u>	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	<u>2012-13</u>	<u>2011-12</u>	<u>2010-11</u>																																																																																						
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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

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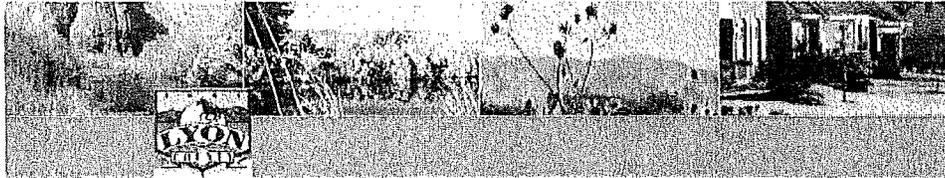
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Parcel Detail for Parcel # 015-311-19			
<b>Location</b>		<b>Ownership</b>	
Property Location HWY 50 Town STAGE COACH <a href="#">Add'l Addresses</a> Subdivision Lot Block <a href="#">Assessor Maps</a> Property Name <a href="#">Legal Description</a>		Assessed Owner Name ZANDIAN, REZA ET AL Mailing Address P O BOX 927674 <a href="#">Ownership History</a> Add'l Owners SAN DIEGO, CA 92192-7674 <a href="#">Document History</a> 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			
<b>Description</b>		<b>Appraisal Classifications</b>	
Total Acres 47.750 Ag Acres .000 W/R Acres .000 <a href="#">Improvements</a> 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 <a href="#">Improvement List</a> Basement Sq Ft 0 Finished 0		Current Land Use Code 140 <a href="#">Code Table</a> Zoning C2 Re-appraisal Group 1 Re-appraisal Year 2009 Orig Constr Year Weighted Year	
<b>Assessed Valuation</b>		<b>Taxable Valuation</b>	
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.

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**Parcel Detail for Parcel # 021-451-22**

<p align="center"><b>Location</b></p> <p>Property Location                  Town FERNLEY <a href="#">Add Addresses</a>                  Subdivision Lot Block <a href="#">Assessor Maps</a>                  Property Name <a href="#">Legal Description</a></p> <p>Remarks</p>			<p align="center"><b>Ownership</b></p> <p>Assessed Owner Name ZANDIAN, REZA ET AL                  Mailing Address P O BOX 927674 <a href="#">Ownership History</a>                  SAN DIEGO, CA 92192-7674 <a href="#">Document History</a></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"><b>Description</b></p> <p>Total Acres 40.000 Ag Acres .000 W/R Acres .000</p> <p align="center"><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  <a href="#">Improvement List</a> Basement Sq Ft 0 Finished 0</p>			<p align="center"><b>Appraisal Classifications</b></p> <p>Current Land Use Code 120 <a href="#">Code Table</a>                  Zoning RR5                  Re-appraisal Group 4 Re-appraisal Year 2007                  Orig Constr Year Weighted Year</p>																																																																																										
<p align="center"><b>Assessed Valuation</b></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"><b>Increased (New) Values</b></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	<b>Increased (New) Values</b>				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0	<p align="center"><b>Taxable Valuation</b></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"><b>Increased (New) Values</b></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	<b>Increased (New) Values</b>				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0
Assessed Values	2012-13	2011-12	2010-11																																																																																										
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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.

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# Exhibit 9

# Exhibit 9



# CHURCHILL COUNTY

Office of the Assessor

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**Parcel Detail for Parcel # 007-151-77**

Location	Ownership
Property Location 8825 BRUSH GARDEN DR Town Subdivision M&B Lot Block Property Name Remarks SPLIT PURSUANT TO DEED	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
<a href="#">Add'l Addresses</a> <a href="#">Assessor Maps</a> <a href="#">Legal Description</a>	<a href="#">Ownership History</a> <a href="#">Document History</a>

Description	Appraisal Classifications
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 <a href="#">Improvement List</a>	Current Land Use Code 100 Zoning C2 Re-appraisal Group 3 Re-appraisal Year 2011 Orig Constr Year Weighted Year <a href="#">Code Table</a>

Assessed Valuation				Taxable Valuation			
	2012-13	2011-12	2010-11		2012-13	2011-12	2010-11
Assessed Values				Taxable Values			
Land	8,820	8,820	8,820	Land	25,200	25,200	25,200
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	8,820	8,820	8,820	Net Taxable Value	25,200	25,200	25,200
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



# CHURCHILL COUNTY

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**Parcel Detail for Parcel # 009-331-04**

<p align="center"><b>Location</b></p> <p>Property Location 29-20-27                  Town                  Subdivision 29-20-27                  NW1/4 Lot Block                  Property Name                  Remarks</p>	<p align="center"><b>Ownership</b></p> <p>Assessed Owner Name ZANDIAN R &amp; FOUGHANI N                  Mailing Address P O BOX 927674                  Add'l Owners SAN DIEGO CA 92192-7674                  Legal Owner Name ZANDIAN R &amp; FOUGHANI N                  Vesting Doc#, Date 372686 07/06/05 Book/Page /                  Map Document #</p>
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[Add'l Addresses](#)  
[Assessor Maps](#)  
[Legal Description](#)

[Ownership History](#)  
[Document History](#)

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# 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																																																																																																			
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# 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
<b>No stock records found for this company</b>			

Officers				<input type="checkbox"/> Include Inactive Officers
<b>Manager - GHOLAMREZA ZANDIAN JAZI</b>				
Address 1:	PO BOX 927674	Address 2:		
City:	SAN DIEGO	State:	CA	
Zip Code:	92192	Country:		
Status:	Active	Email:		
<b>Manager - RAY KOROGHLI</b>				
Address 1:	3055 VIA SARA FINA DR	Address 2:		
City:	HENDERSON	State:	NV	
Zip Code:	89052	Country:		
Status:	Active	Email:		
<b>Manager - STAR LIVING TRUST(FRED SADRI)</b>				
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:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	LLC14948-2003-003	# of Pages:	1
File Date:	12/24/2003	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	LLC14948-2003-004	# of Pages:	1
File Date:	10/07/2004	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	LLC14948-2003-002	# of Pages:	1
File Date:	1/06/2005	Effective Date:	
<b>List of Officers for 2004 to 2005</b>			
Action Type:	Amendment		
Document Number:	20050142169-40	# of Pages:	1
File Date:	4/21/2005	Effective Date:	
<b>REG MAIL...4-27-05</b>			
Action Type:	Annual List		
Document Number:	20050444611-17	# of Pages:	1
File Date:	9/23/2005	Effective Date:	
<b>LIST 2005-2006 101105JMV</b>			
Action Type:	Annual List		
Document Number:	20060537036-32	# of Pages:	1
File Date:	8/21/2006	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20070600163-45	# of Pages:	1
File Date:	8/29/2007	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20080583745-22	# of Pages:	1
File Date:	8/29/2008	Effective Date:	
<b>08-09</b>			
Action Type:	Annual List		
Document Number:	20090660620-81	# of Pages:	1
File Date:	8/31/2009	Effective Date:	
<b>09/10</b>			
Action Type:	Amendment		
Document Number:	20100689175-19	# of Pages:	1
File Date:	9/14/2010	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20100775875-12	# of Pages:	1
File Date:	10/14/2010	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20110672867-50	# of Pages:	1
File Date:	9/16/2011	Effective Date:	

**2011-2012**

<b>GENERAL INFORMATION</b>	
<b>PARCEL NO.</b>	071-02-000-013
<b>OWNER AND MAILING ADDRESS</b>	ZANDIAN REZA 8775 COSTA VERDE #501 SAN DIEGO CA 92122-5343
<b>LOCATION ADDRESS CITY/UNINCORPORATED TOWN</b>	MOAPA VALLEY
<b>ASSESSOR DESCRIPTION</b>	PT SE4 NE4 SEC 02 16 68  SEC 02 TWP 16 RNG 68
<b>RECORDED DOCUMENT NO.</b>	* <u>20050420:00563</u>
<b>RECORDED DATE</b>	04/20/2005
<b>VESTING</b>	NO STATUS

\*Note: Only documents from September 15, 1999 through present are available for viewing.

<b>ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE</b>	
<b>TAX DISTRICT</b>	826
<b>APPRAISAL YEAR</b>	2011
<b>FISCAL YEAR</b>	11-12
<b>SUPPLEMENTAL IMPROVEMENT VALUE</b>	0
<b>SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER</b>	N/A

<b>REAL PROPERTY ASSESSED VALUE</b>		
<b>FISCAL YEAR</b>	2010-11	2011-12
<b>LAND</b>	14000	10500
<b>IMPROVEMENTS</b>	0	0
<b>PERSONAL PROPERTY</b>	0	0
<b>EXEMPT</b>	0	0
<b>GROSS ASSESSED (SUBTOTAL)</b>	14000	10500
<b>TAXABLE LAND+IMP (SUBTOTAL)</b>	40000	30000
<b>COMMON ELEMENT ALLOCATION ASSD</b>	0	0
<b>TOTAL ASSESSED VALUE</b>	14000	10500
<b>TOTAL TAXABLE VALUE</b>	40000	30000

<b>ESTIMATED LOT SIZE AND APPRAISAL INFORMATION</b>	
<b>ESTIMATED SIZE</b>	20.00 Acres
<b>ORIGINAL CONST. YEAR</b>	0
<b>LAST SALE PRICE MONTH/YEAR</b>	40000 04/05
<b>LAND USE</b>	0-00 VACANT
<b>DWELLING UNITS</b>	0

<b>GENERAL INFORMATION</b>	
<b>PARCEL NO.</b>	071-02-000-005
<b>OWNER AND MAILING ADDRESS</b>	ZANDIAN REZA 8775 COSTA VERDE #501 SAN DIEGO CA 92122-5343
<b>LOCATION ADDRESS CITY/UNINCORPORATED TOWN</b>	MOAPA VALLEY
<b>ASSESSOR DESCRIPTION</b>	PT NE4 NE4 SEC 02 16 68  SEC 02 TWP 16 RNG 68
<b>RECORDED DOCUMENT NO.</b>	* 20050419:04639
<b>RECORDED DATE</b>	04/19/2005
<b>VESTING</b>	NO STATUS

\*Note: Only documents from September 15, 1999 through present are available for viewing.

<b>ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE</b>	
<b>TAX DISTRICT</b>	826
<b>APPRAISAL YEAR</b>	2011
<b>FISCAL YEAR</b>	11-12
<b>SUPPLEMENTAL IMPROVEMENT VALUE</b>	0
<b>SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER</b>	N/A

<b>REAL PROPERTY ASSESSED VALUE</b>		
<b>FISCAL YEAR</b>	2010-11	2011-12
<b>LAND</b>	7000	5250
<b>IMPROVEMENTS</b>	0	0
<b>PERSONAL PROPERTY</b>	0	0
<b>EXEMPT</b>	0	0
<b>GROSS ASSESSED (SUBTOTAL)</b>	7000	5250
<b>TAXABLE LAND+IMP (SUBTOTAL)</b>	20000	15000
<b>COMMON ELEMENT ALLOCATION ASSD</b>	0	0
<b>TOTAL ASSESSED VALUE</b>	7000	5250
<b>TOTAL TAXABLE VALUE</b>	20000	15000

<b>ESTIMATED LOT SIZE AND APPRAISAL INFORMATION</b>	
<b>ESTIMATED SIZE</b>	10.00 Acres
<b>ORIGINAL CONST. YEAR</b>	0
<b>LAST SALE PRICE MONTH/YEAR</b>	24000 04/05
<b>LAND USE</b>	0-00 VACANT
<b>DWELLING UNITS</b>	0

# Exhibit 12

# Exhibit 12

**WENDOVER PROJECT L.L.C.**

<b>Business Entity Information</b>			
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

<b>Registered Agent Information</b>			
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		

<b>Financial Information</b>			
No Par Share Count:	0	Capital Amount:	\$ 0
<b>No stock records found for this company</b>			

<b>Officers</b>				<input type="checkbox"/> Include Inactive Officers	
<b>Manager - GHOLAMREZA ZANDIAN JAZI</b>					
Address 1:	PO BOX 927674	Address 2:			
City:	SAN DIEGO	State:	CA		
Zip Code:	92192	Country:			
Status:	Active	Email:			
<b>Manager - RAY KOROGHLI</b>					
Address 1:	3055 VIA SARAFINA DR	Address 2:			
City:	HENDERSON	State:	NV		
Zip Code:	89052	Country:			
Status:	Active	Email:			
<b>Manager - STARLIVING TRUST</b>					
Address 1:	2827 S MONTE CRISTO	Address 2:			
City:	LAS VEGAS	State:	NV		
Zip Code:	89117	Country:			
Status:	Active	Email:			

<b>Actions\Amendments</b>			
Action Type:	Articles of Organization		
Document Number:	LLC5010-2003-001	# of Pages:	1

File Date:	4/07/2003	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	LLC5010-2003-003	# of Pages:	1
File Date:	7/08/2003	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	LLC5010-2003-002	# of Pages:	1
File Date:	3/11/2004	Effective Date:	
<b>List of Officers for 2004 to 2005</b>			
Action Type:	Annual List		
Document Number:	20050303179-80	# of Pages:	1
File Date:	7/05/2005	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20060225683-54	# of Pages:	1
File Date:	4/07/2006	Effective Date:	
<b>06-07</b>			
Action Type:	Annual List		
Document Number:	20070124283-99	# of Pages:	1
File Date:	2/20/2007	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20080256781-39	# of Pages:	1
File Date:	4/14/2008	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20090203430-03	# of Pages:	1
File Date:	2/27/2009	Effective Date:	
<b>09-10</b>			
Action Type:	Annual List		
Document Number:	20100243361-32	# of Pages:	1
File Date:	3/25/2010	Effective Date:	
<b>10/11</b>			
Action Type:	Annual List		
Document Number:	20110188889-46	# of Pages:	1
File Date:	3/14/2011	Effective Date:	
<b>(No notes for this action)</b>			

# 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
<b>No stock records found for this company</b>			

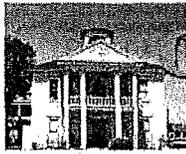
Officers		<input type="checkbox"/> Include Inactive Officers	
<b>Manager - SEAN S FAYEGHI</b>			
Address 1:	1401 S LAS VEGAS BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	USA
Status:	Active	Email:	
<b>Manager - SHA REZAIE</b>			
Address 1:	1401 S LAS VEGAS BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	USA
Status:	Active	Email:	
<b>Manager - REZA ZANDIAN</b>			
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:	
<b>(No notes for this action)</b>			
Action Type:	Initial List		

Document Number:	20050222394-79	# of Pages:	2
File Date:	6/09/2005	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20060232918-43	# of Pages:	1
File Date:	4/12/2006	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Amended List		
Document Number:	20060601627-50	# of Pages:	1
File Date:	9/19/2006	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20070460170-57	# of Pages:	1
File Date:	7/02/2007	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20080514441-09	# of Pages:	1
File Date:	7/30/2008	Effective Date:	
<b>08/09</b>			
Action Type:	Annual List		
Document Number:	20090396003-02	# of Pages:	1
File Date:	4/30/2009	Effective Date:	
<b>09-10</b>			
Action Type:	Annual List		
Document Number:	20100743536-41	# of Pages:	1
File Date:	10/01/2010	Effective Date:	
<b>(No notes for this action)</b>			

# 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
<a href="#">Improvement List</a>	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
<b>No stock records found for this company</b>	

Officers		<input type="checkbox"/> Include Inactive Officers	
<b>Managing Member - SAEID AMINPOUR</b>			
Address 1:	701 NORTE CAMDEN DR	Address 2:	
City:	BEVERLY HILLS	State:	CA
Zip Code:	90201	Country:	USA
Status:	Active	Email:	
<b>Managing Member - NICHOLAS ESKANDARI</b>			
Address 1:	433 N CAMDEN STE 400	Address 2:	
City:	BEVERLY HILLS	State:	CA
Zip Code:	90210	Country:	USA
Status:	Active	Email:	
<b>Managing Member - REZA ZANDIAN</b>			
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:	
<b>(No notes for this action)</b>			
Action Type:	Amended List		
Document Number:	20050555770-86	# of Pages:	1
File Date:	11/16/2005	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20060673303-50	# of Pages:	1
File Date:	10/18/2006	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20070683552-98	# of Pages:	1
File Date:	10/02/2007	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20080564590-59	# of Pages:	1
File Date:	8/25/2008	Effective Date:	
<b>08/09</b>			
Action Type:	Annual List		
Document Number:	20090676689-23	# of Pages:	1
File Date:	9/11/2009	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20100642222-11	# of Pages:	1
File Date:	8/26/2010	Effective Date:	
<b>(No notes for this action)</b>			

# 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
<b>No stock records found for this company</b>			

Officers				<input type="checkbox"/> Include Inactive Officers
<b>Managing Member - CHAKAMIAN 2004 TRUST</b>				
Address 1:	7590 FAY AVE, #401	Address 2:		
City:	LA JOLLA	State:	CA	
Zip Code:	92037	Country:		
Status:	Active	Email:		
<b>Managing Member - MOINZADEH FAMILY REVOCABLE TRUST</b>				
Address 1:	7590 FAY AVE, #401	Address 2:		
City:	LA JOLLA	State:	CA	
Zip Code:	92037	Country:		
Status:	Active	Email:		
<b>Managing Member - REZA ZANDIAN</b>				
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
<b>No stock records found for this company</b>			

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:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20080270927-97	# of Pages:	1
File Date:	4/21/2008	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20090676690-55	# of Pages:	1
File Date:	9/11/2009	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20100642220-99	# of Pages:	1
File Date:	8/26/2010	Effective Date:	
<b>(No notes for this action)</b>			
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
<b>No stock records found for this company</b>			

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
<b>No stock records found for this company</b>			

Officers				<input type="checkbox"/> Include Inactive Officers
<b>Managing Member - ELIAS ABRISHAMI</b>				
Address 1:	P O BOX 10476	Address 2:		
City:	BEVERLY HILLS	State:	CA	
Zip Code:	90213	Country:		
Status:	Active	Email:		
<b>Managing Member - RAFI ABRISHAMI</b>				
Address 1:	P O BOX 10325	Address 2:		
City:	BEVERLY HILLS	State:	CA	
Zip Code:	90213	Country:		
Status:	Active	Email:		
<b>Managing Member - REZA ZANDIAN</b>				
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:	
<b>(No notes for this action)</b>			
Action Type:	Initial List		

Document Number:	LLC11545-2004-002	# of Pages:	1
File Date:	7/11/2004	Effective Date:	
<b>List of Officers for 2004 to 2005</b>			
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:	
<b>2008-2009</b>			
Action Type:	Annual List		
Document Number:	20090433604-71	# of Pages:	1
File Date:	5/20/2009	Effective Date:	
<b>09-10</b>			
Action Type:	Annual List		
Document Number:	00002746565-45	# of Pages:	1
File Date:	5/28/2010	Effective Date:	
<b>10-11</b>			

# 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
<b>No stock records found for this company</b>			

Officers				<input type="checkbox"/> Include Inactive Officers
<b>Managing Member - ELIAS ABRISHAMI</b>				
Address 1:	PO BOX 2919	Address 2:		
City:	CARSON CITY	State:	NV	
Zip Code:	89702	Country:		
Status:	Active	Email:		
<b>Managing Member - RAFI ABRISHAMI</b>				
Address 1:	PO BOX 2919	Address 2:		
City:	CARSON CITY	State:	NV	
Zip Code:	89702	Country:		
Status:	Active	Email:		
<b>Managing Member - REZA ZANDIAN</b>				
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:	
<b>List of Officers for 2004 to 2005</b>			
Action Type:	Dissolution		
Document Number:	20050090100-27	# of Pages:	1
File Date:	3/18/2005	Effective Date:	
<b>(No notes for this action)</b>			

# 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
<b>No stock records found for this company</b>			

Officers				<input type="checkbox"/> Include Inactive Officers
<b>Managing Member - ELIAS ABRISHAMI</b>				
Address 1:	PO BOX 2919	Address 2:		
City:	CARSON CITY	State:	NV	
Zip Code:	89702	Country:		
Status:	Active	Email:		
<b>Managing Member - RAFI ABRISHAMI</b>				
Address 1:	PO BOX 2919	Address 2:		
City:	CARSON CITY	State:	NV	
Zip Code:	89702	Country:		
Status:	Active	Email:		
<b>Managing Member - REZA ZANDIAN</b>				
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:	
<b>(No notes for this action)</b>			
Action Type:	Initial List		

Document Number:	LLC21824-2004-002	# of Pages:	1
File Date:	11/01/2004	Effective Date:	
<b>List of Officers for 2004 to 2005</b>			
Action Type:	Dissolution		
Document Number:	20050090105-72	# of Pages:	1
File Date:	3/18/2005	Effective Date:	
<b>(No notes for this action)</b>			

# 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
<b>No stock records found for this company</b>	

Officers		<input type="checkbox"/> Include Inactive Officers	
<b>Managing Member - ELIAS ABRISHAMI</b>			
Address 1:	PO BOX 2919	Address 2:	
City:	CARSON CITY	State:	NV
Zip Code:	89702	Country:	
Status:	Active	Email:	
<b>Managing Member - RAFI ABRISHAMI</b>			
Address 1:	PO BOX 2919	Address 2:	
City:	CARSON CITY	State:	NV
Zip Code:	89702	Country:	
Status:	Active	Email:	
<b>Managing Member - REZA ZANDIAN</b>			
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:	
<b>List of Officers for 2004 to 2005</b>			
Action Type:	Dissolution		
Document Number:	20050090112-60	# of Pages:	1
File Date:	3/18/2005	Effective Date:	
<b>(No notes for this action)</b>			

# 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
<b>No stock records found for this company</b>			

Officers				<input type="checkbox"/> Include Inactive Officers
<b>Manager - SEAN S FAYEGHI</b>				
Address 1:	1401 S. LAS VEGAS BLVD	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89104	Country:		
Status:	Active	Email:		
<b>Manager - REZA ZANDIAN</b>				
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:	
<b>(No notes for this action)</b>			
Action Type:	Initial List		
Document Number:	LLC29380-2004-002	# of Pages:	1
File Date:	12/15/2004	Effective Date:	
<b>List of Officers for 2004 to 2005</b>			
Action Type:	Annual List		
Document Number:	20050561932-73	# of Pages:	1

File Date:	11/18/2005	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20070107298-06	# of Pages:	1
File Date:	2/08/2007	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20070801466-64	# of Pages:	1
File Date:	11/26/2007	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20080805719-20	# of Pages:	1
File Date:	12/10/2008	Effective Date:	
<b>08-09</b>			
Action Type:	Annual List		
Document Number:	20100743562-60	# of Pages:	1
File Date:	10/01/2010	Effective Date:	
<b>(No notes for this action)</b>			

# 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
<b>No stock records found for this company</b>			

Officers				<input type="checkbox"/> Include Inactive Officers
<b>President - REZA ZANDIAN</b>				
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:		
City:	SAN DIEGO	State:	CA	
Zip Code:	92122	Country:	USA	
Status:	Active	Email:		
<b>Secretary - REZA ZANDIAN</b>				
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:		
City:	SAN DIEGO	State:	CA	
Zip Code:	92122	Country:	USA	
Status:	Active	Email:		
<b>Treasurer - REZA ZANDIAN</b>				
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:		
City:	SAN DIEGO	State:	CA	
Zip Code:	92122	Country:	USA	
Status:	Active	Email:		
<b>Director - REZA ZANDIAN</b>				
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
<b>No stock records found for this company</b>			

Officers		<input type="checkbox"/> Include Inactive Officers	
<b>Managing Member - SEAN S FAYEGHI</b>			
Address 1:	1401 S. LAS VEGAS BLVD.	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	
Status:	Active	Email:	
<b>Managing Member - REZA ZANDIAN</b>			
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:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20070012183-14	# of Pages:	1
File Date:	1/04/2007	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20080097515-37	# of Pages:	1
File Date:	2/12/2008	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20080806151-81	# of Pages:	1
File Date:	12/10/2008	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20100743512-65	# of Pages:	1
File Date:	10/01/2010	Effective Date:	
<b>(No notes for this action)</b>			

# 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
<b>No stock records found for this company</b>			

Officers				<input type="checkbox"/> Include Inactive Officers
<b>Manager - SEAN S FAYEGHI</b>				
Address 1:	1401 LAS VEGAS BLVD. SOUTH	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89104	Country:		
Status:	Active	Email:		
<b>Manager - SHAHROKH REZAI</b>				
Address 1:	7353 SINGING TREE ST.	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89123	Country:		
Status:	Active	Email:		
<b>Manager - REZA ZANDIAN</b>				
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:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20060282468-48	# of Pages:	1
File Date:	5/03/2006	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20070385782-52	# of Pages:	1
File Date:	5/31/2007	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20080380264-03	# of Pages:	1
File Date:	6/02/2008	Effective Date:	
<b>08/09</b>			
Action Type:	Annual List		
Document Number:	20090396017-67	# of Pages:	1
File Date:	4/30/2009	Effective Date:	
<b>(No notes for this action)</b>			
Action Type:	Annual List		
Document Number:	20100743576-25	# of Pages:	1
File Date:	10/01/2010	Effective Date:	
<b>(No notes for this action)</b>			

# 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
<b>No stock records found for this company</b>			

Officers				<input type="checkbox"/> Include Inactive Officers
<b>Manager - SEAN S FAYEGHI</b>				
Address 1:	1401 SOUTH LAS VEGAS BLVD	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89104	Country:		
Status:	Active	Email:		
<b>Manager - REZA ZANDIAN</b>				
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

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GREENBERG TRAUIG, LLP

200 Park Avenue, 34<sup>th</sup> 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,<sup>1</sup> 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 <sup>1</sup> 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.



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**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.



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**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**

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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 B. An order and judgment declaring that the claims of the '073 patent are  
18 invalid and/or unenforceable;  
19 C. An order and judgment declaring that Universal does not infringe any valid  
20 and enforceable claim of the '724 patent;  
21 D. An order and judgment declaring that the claims of the '724 patent are  
22 invalid and/or unenforceable;  
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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 15<sup>th</sup> day of July 2008.

GREENBERG TRAURIG, LLP

By:           /s/ Scott J. Bornstein            
E. Jeffrey Walsh  
GREENBERG TRAURIG, LLP  
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*Attorneys for Plaintiff*

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**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.<sup>1</sup>

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 <sup>1</sup> 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”).<sup>2</sup> 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  
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<sup>2</sup> 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**<sup>3</sup>

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

25 \_\_\_\_\_  
26 <sup>3</sup> 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

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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.

.....  
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**COUNT 1**

**PATENT INFRINGEMENT**

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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  
18 **COUNT 2**

**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**

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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.

14  
15 **COUNT 4**

**NEGLIGENCE**

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



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ALAN GLOVER

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1 **REPLY**  
 2 JOHN PETER LEE, LTD.  
 3 JOHN PETER LEE, ESQ.  
 Nevada Bar No. 001768  
 4 JOHN C. COURTNEY, ESQ.  
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 5 830 Las Vegas Boulevard South  
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 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]

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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

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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

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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

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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  
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6 Telephone: 775-324-4100  
7 Facsimile: 775-333-8171  
8 *Attorneys for Plaintiff Jed Margolin*

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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

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CERTIFICATE OF SERVICE

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

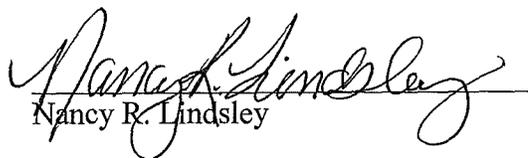
Optima Technology Corp.  
A California corporation  
8401 Bonita Downs Road  
Fair Oaks, CA 95628

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*

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2013 JUN 24 PM 4: 12  
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C. ERVEN  
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**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.

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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 24<sup>th</sup> day of June, 2013.

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

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BY J. FIBBINS DEPUTY CLERK

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**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.
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j. Documents sufficient to show the means and source of payment of Zandian's counsel in this matter.

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

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

Dated this 11<sup>th</sup> 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.<sup>1</sup>

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

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

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

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

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

21 **D. Conclusion**

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

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

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

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DECLARATION

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

Dated this 11<sup>th</sup> 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  
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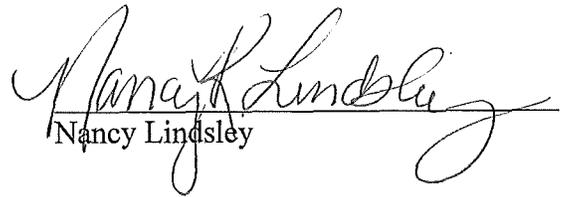
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A Nevada corporation  
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San Diego, CA 92122

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

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Dated: December 11, 2013

  
Nancy Lindsley

INDEX OF EXHIBITS

Exhibit No.	Title	Number of Pages
1	Letter dated December 6, 2013, addressed to Adam P. McMillen, Esq. from Geoffrey W. Hawkins, Esq. of the law firm of Hawkins Melendrez	2
2	Temporary Easement Deed, dated January 10, 2012, recorded as Document No. 489610, Lyon County, Nevada	7
3	Letter dated December 5, 2007 from Optima Technology Corporation to United States Patent Office Patent Assignment Department	1
4	Settlement and Mutual Release Agreement, dated June 17, 2008, between Reza Zandian, Fred Sadri, Ray Koroghli, et al.	15
5	Transcript of the Deposition of Reza Zandian, dated June 23, 2010, in connection with a matter entitled, "Fronteer Development v. Big Spring Ranch, et al."	5

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# Exhibit 1

# Exhibit 1



**HAWKINSMELENDREZ**

ATTORNEYS AT LAW

FROM THE DESK OF:  
GEOFFREY W. HAWKINS, Esq.  
ghawkins@hawkinsmelendrez.com

GEOFFREY W. HAWKINS, Esq.  
MARTIN I. MELENDREZ, Esq.  
JOHNATHON FAYEGHI, Esq.  
DIONE C. WRENN, Esq.

December 6, 2013

Via U.S. Mail & Facsimile

Adam P. McMillen, Esq.  
WATSON ROUNDS  
5371 Kietzke Lane  
Reno, NV 89511  
Fax # (775) 333-8171

RE: *Jed Margolin v. Optima Technology Corporation et.al (Case No. 090C00579-1B)*

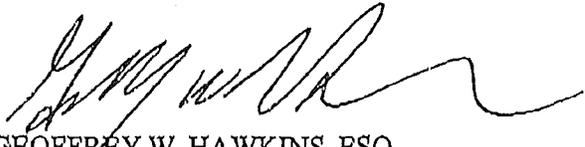
Dear Mr. McMillen,

Please be advised that Hawkins Melendrez, P.C. has been retained as counsel for Reza Zandian in the above-referenced matter. Future communication concerning this matter should now be directed to our office. It is our understanding that a default judgment against Mr. Zandian was granted by the Court on June 26, 2013. Please be advised, our office is currently in the process of preparing a Motion to Set Aside Default Judgment Pursuant to NRCJP 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 10<sup>th</sup> 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  
2/6<sup>TH</sup> INTEREST;  
ENAYAT ABRISHAMI AND NAIMA ABRISHAMI, HUSBAND AND WIFE AS TO AN  
UNDIVIDED 1/6<sup>TH</sup> 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

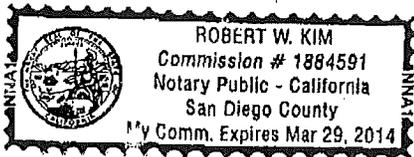
BY: [Signature]  
Reza Zandian

BY: [Signature]  
Niloofer Foughani

State of CALIFORNIA  
County of SAN DIEGO

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

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[Signature]  
Notary



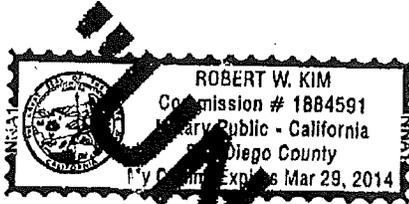
489610

04/11/2012  
004 of 10

State of CALIFORNIA  
County of SAN DIEGO

This instrument was acknowledged before me on 10<sup>th</sup> day of JAN 2012 by Nilloofar Foughani.

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Robert W. Kim  
Notary

ELIAS ABRISHAMI AND MINOO ABRISHAMI, HUSBAND AND WIFE

BY: \_\_\_\_\_  
Elias Abrishami

BY: \_\_\_\_\_  
Minoo Abrishami

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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Notary



489510

04/11/2012  
005 of 10

State of \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_ by Niloofar Foughani.

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ELIAS ABRISHAMI AND MINOO ABRISHAMI, HUSBAND AND WIFE

BY: Elias Abrishami  
Elias Abrishami

BY: Minoo Abrishami  
Minoo Abrishami

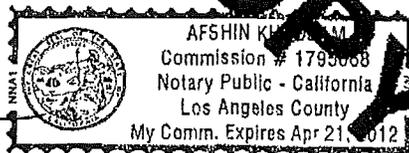
State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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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/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.

\_\_\_\_\_  
Notary



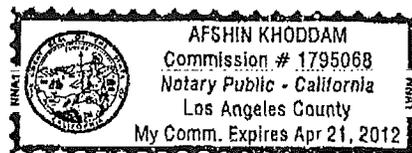
State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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State of California, County of Los Angeles  
On 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/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.

\_\_\_\_\_  
Notary





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04/11/2012  
006 of 10

ENAYAT ABRISHAMI AND NAIMA ABRISHAMI, HUSBAND AND WIFE

BY: Enayat Abrishami  
Enayat Abrishami

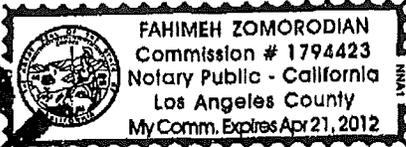
BY: N. Abrishami  
Naima Abrishami

State of California  
County of Los Angeles

This instrument was acknowledged before me on 11 day of Jan, 2012 by Enayat Abrishami.

State of California, County of Los Angeles  
On Jan 11, 2012 before me, Fahimeh Zomorodian  
Notary Public, personally appeared Enayat Abrishami  
who proved to me on the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the  
State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Fahimeh Zomorodian  
Notary



State of California  
County of Los Angeles

This instrument was acknowledged before me on 11 day of Jan, 2012 by Naima Abrishami.

State of California, County of Los Angeles  
On Jan 11, 2012 before me, Fahimeh Zomorodian  
Notary Public, personally appeared Naima Abrishami  
who proved to me on the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the  
State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Fahimeh Zomorodian  
Notary



EAGLES NEST LLC, A California Limited Liability Company

BY: \_\_\_\_\_  
Bahman Tamjidi



489610

04/11/2012  
007 of 10

EAGLES NEST LLC, A California Limited Liability Company

BY: *B. Tamjidi*  
Bahman Tamjidi

State of CALIFORNIA  
County of \_\_\_\_\_

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

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*See the attachment notary*  
Notary

JOHNATHON FAYEGHI, AN UNMARRIED MAN

BY: \_\_\_\_\_  
Johnathon Fayeghi

State of \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_ by Johnathon Fayeghi.

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Notary

**UNOFFICIAL COPY**



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04/11/2012  
008 of 10

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

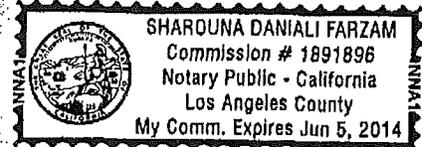
State of California

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

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

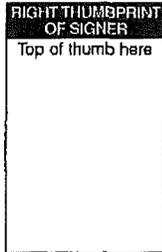
Title or Type of Document: Temporary Easement Deed

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

Signer(s) Other Than Named Above: \_\_\_\_\_

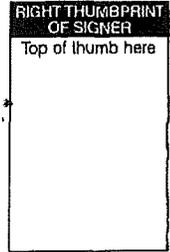
**Capacity(ies) Claimed by Signer(s)**

- 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: \_\_\_\_\_

UNOFFICIAL COPY!



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.

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Notary

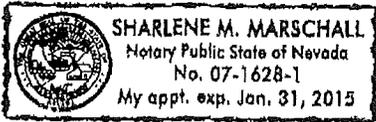
JOHNATHON FAYEGHI, AN UNMARRIED MAN

BY: \_\_\_\_\_  
*[Signature]*  
Johnathon Fayeghi

State of Nevada  
County of Clark

This instrument was acknowledged before me on 16<sup>th</sup> day of February, 2012 by Johnathon Fayeghi.

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*[Signature]*  
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Notary



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04/11/2012  
010 of 10

RASHAD AND REEM EL-SABAWI FAMILY TRUST

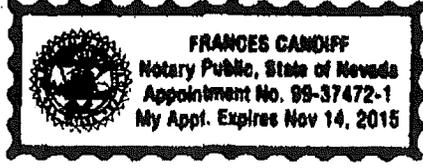
BY: [Signature]  
Rashad El-Sabawi

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.

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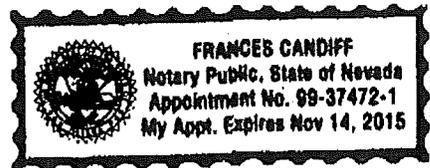


[Signature]  
Notary

State of Nevada  
County of Clark

This instrument was acknowledged before me on 2nd day of Feb 2012 by Reem El-Sabawi, as Trustee of the Rashad and Reem El-Sabawi Family Trust.

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[Signature]  
Notary

UNOFFICIAL COPY

# Exhibit 3

Exhibit 3

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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



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600899

07/31/2008  
002 of 20

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Agreement is made and entered into this 17<sup>th</sup> 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 initials and signatures, 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)

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AK



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.

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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;

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- b. Second priority is to the payment of all property taxes, closing costs or development expenses related to Big Spring Ranch paid by Sadri and/or Koroghli, less any rent collected;
- c. The balance of any proceeds "net profit" shall be paid to Sadri and Zandian equally or Twenty-Six and Sixty Six percent 26.66% each; and to Koroghli Twenty Five Percent (25%); and to other member Twenty Percent (20%) per Unanimous Agreement of all three Managing Members

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07/31/2008  
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2.2.2 Proceeds from the sale, lease or other disposition of Big Springs Ranch property or assets shall be as follows:

- a. First priority is repayment of total purchase amount of Two Million Eight Hundred Thousand and 00/100 Cents (\$2,800,000) to be paid to contributors Sadri and Koroghli, Nine Hundred Thousand Dollars and 00/100 Cents (\$900,000) each without interest and other member, One Million Dollars and 00/100 Cents (\$1,000,000) without interest according to their initial investment;
- b. Second priority is to the payment of all property taxes, closing costs or development expenses related to Big Spring Ranch paid by Sadri and/or Koroghli, less any rent collected;
- c. The balance of any proceeds "net profit" shall be paid to Sadri and Zandian equally or Twenty-Six and Sixty Six percent 26.66% each; and to Koroghli Twenty Five Percent (25%); and to other member Twenty Percent (20%) per Unanimous Agreement of all three Managing Members

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signed and agreed with other member dated December 28, 2003 (Mr. Abrishami 20%, Mr. Sadri 26.666%, Mr. Zandian 26.666% and Mr. Koroghli 26.666%) further personal concession of Mr. Koroghli to other member One and Sixty Six Percent (1.66%) which brings the members interest to Twenty One and Sixty Six Percent (21.66%).

**2.3 The Sparks 320 acres**

2.3.1 320 acres of the property presently in Big Springs Ranch, LLC, APN 076-100-19 Washoe County shall be transferred to Zandian, Sadri and Koroghli as tenants in common in equal shares Thirty Three and One Third (33.33%) each;

2.3.2 The proceeds from the sale, lease or other disposition of the Sparks 320 acres shall be as follows:

1. First priority is to repayment of the initial investment of Forty Seven Thousand Five Hundred Dollars and 00/100 Cents (\$47,500) each to Koroghli and Sadri, without interest;
2. Second priority shall be to payment of property taxes, closing costs or any development expenses related to 320 acres paid by Sadri and/or Koroghli without interest;
3. The remaining proceeds shall be distributed equally one-third (1/3) each to Zandian, Koroghli and Sadri.

**2.4 The Pah Rah Property**

2.4.1 The property generally known to the parties as the Pah Rah Property, consisting of 4,485.76 acres in Washoe County with APN Nos. 079-150-09; 079-150-10; 079-150-13;

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084-040-02; 084-040-04; 084-040-06; 084-040-10; 084-130-07 and 084-140-17 is and shall remain owned by Zandian, Sadri and Koroghli equally as tenants in common.

2.4.2 On or before August 6, 2008, Koroghli shall pay Sadri the amount of Four Hundred Thousand Dollars and 00/100 Cents (\$400,000.00).

2.4.3 The proceeds from any sale of the Pah Rah Property shall be as follows:

- a. First priority is to pay Six Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and 67/100 Cents (\$666,666.67) to Sadri without interest and Three Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars and 33/100 Cents (\$333,333.33) paid to Koroghli without interest;
- b. Second priority is repayment of any property taxes, closing costs, development costs or expenses (excluding foreclosure costs) paid by Sadri and/or Koroghli or to be paid by mutual unanimous agreement without interest;
- c. The remaining proceeds shall be distributed Thirty Two and One Half Percent (32.5%) to Zandian, Thirty Five Percent (35%) to Sadri and Thirty Two and One Half Percent (32.5%) to Koroghli.

2.4.4 The Promissory Note of August 3, 2003, in the amount of +/- \$333,956 by Zandian to Sadri and related deed of trust shall be and is hereby cancelled, void and satisfied in full.

2.5 The bond of \$250,000.00 posted by ("Wendover") in the Litigation shall be released and that amount paid to Zandian's attorney John Peter Lee, Ltd. on or before June 24, 2008 as full and complete satisfaction of the judgment and all legal costs owed by Zandian to John Peter Lee. Ltd. in all cases. Zandian shall therefore record a satisfaction of judgment.

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

2.7 Zandian shall dismiss the Litigation with prejudice.

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

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

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

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

**3. ATTORNEYS= FEES**

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

**4. ENTIRE AGREEMENT**

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

**5. APPLICABLE LAW**

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

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

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

**6. BENEFIT**

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

**7. COUNTERPARTS**

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

**8. MUTUAL WARRANTIES**

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

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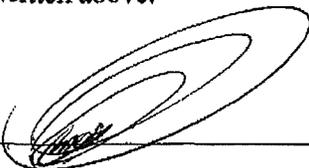
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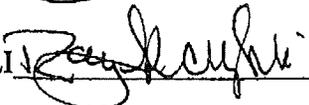
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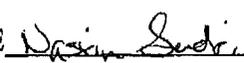
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Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term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

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

REZA ZANDIAN  WIFE 

RAY KOROGHLI  WIFE 

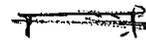
FRED SADRI  WIFE 

STAR LIVING TRUST  "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

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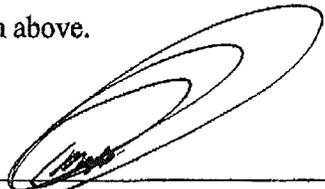
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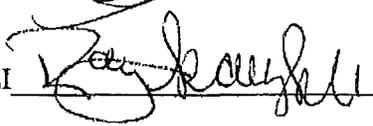
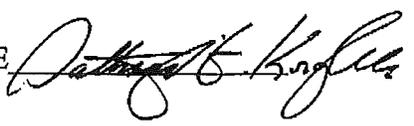
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Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term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

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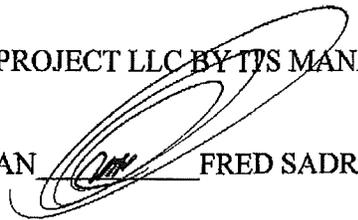
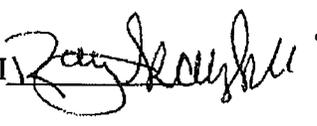
REZA ZANDIAN  WIFE \_\_\_\_\_

RAY KOROGHLI  WIFE 

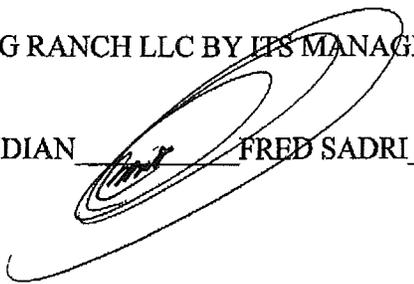
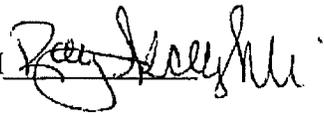
FRED SADRI \_\_\_\_\_ WIFE \_\_\_\_\_

STAR LIVING TRUST \_\_\_\_\_ "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI \_\_\_\_\_ RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI \_\_\_\_\_ RAY KOROGHLI 

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NEVADA LAND & WATER RIGHTS LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN

FRED SADRI

RAY KOROGHLI

JOHN PETER LEE ESQ.

only as to the provisions of Paragraph 2.5 above

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NOTICES

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

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

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

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

ACKNOWLEDGED BY:

FRED SADRI

Date

6/19/08

REZA ZANDIAN

Date

RAY KOROGHLI

Date

6-19-08



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NOTICES

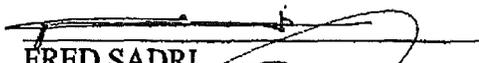
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Las Vegas, NV 89117

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

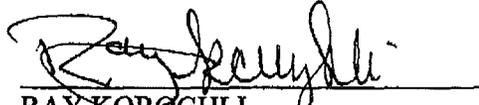
ACKNOWLEDGED BY:

  
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](mailto:depos@hoogsreporting.com)  
[www.hoogsreporting.com](http://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.	7 1 Printout from goldennevada.com 158
AND RELATED ACTION.	8 2 Operating Agreement of Big Spring Ranch, LLC. dated 10/1/03 167
VIDEOTAPED (30)(b)(6) DEPOSITION OF BIG SPRING RANCH, LLC REZA ZANDIAN Wednesday, June 23, 2010 Reno, Nevada	9 3 Letter, undated, from Reza Zandian to James Lydie, International Royalty Corp 183
Reported By: PEGGY B. HOOGS, CCR #160, RDR, CRR CALIFORNIA CSR #5958	10 4 Title Report re Big Spring Ranch 193
	11 5 Grant, Bargain, and Sale Deed dated 12/29/03 201
	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
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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

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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<sup>am</sup>; 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.
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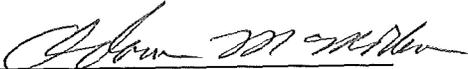
- 1 f. All of Zandian's accounting records, computerized electronic and/or printed on  
2 paper format for the years 2007 to the present.
- 3 g. All of Zandian's statements, cancelled checks and related banking documents for  
4 any bank, brokerage or other financial account at least partially controlled 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 13<sup>th</sup> day of January, 2014.

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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  
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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

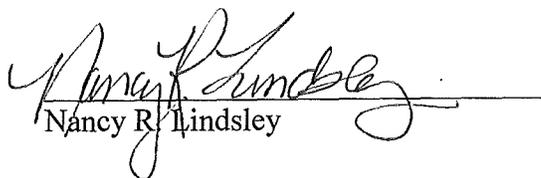
14 Optima Technology Corp.  
15 A California corporation  
16 8401 Bonita Downs Road  
17 Fair Oaks, CA 95628

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25 San Diego, CA 92122

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28 8775 Costa Verde Blvd. #501  
San Diego, CA 92122

Dated: January 7<sup>th</sup>, 2014

  
Nancy R. Lindsley