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9
10 **In The First Judicial District Court of the State of Nevada**
11 **In and for Carson City**

12 **JED MARGOLIN, an individual,**
13 **Plaintiff,**

14 vs.

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

26 **Defendants.**

27 Case No.: 090C005

28 Dept. No.: 1

**MOTION TO VOID DEEDS,
ASSIGN PROPERTY, FOR WRIT OF
EXECUTION AND TO CONVEY**

REC'D & FILED
2016 MAY -3 PM 2:05
SUSAN MERIWETHER
C. COOPER
DEPUTY

29 Plaintiff Jed Margolin ("Plaintiff"), by and through his attorneys of record, hereby files
30 the following Motion to Void Deeds, Assign Property, for Writ of Execution and to Convey:

31 **MEMORANDUM OF POINTS AND AUTHORITIES**

32 **I. Introduction**

33 The Complaint and Amended Complaint in this matter are based upon Defendant Reza
34 Zandian's ("Zandian") fraudulent assignment of patents. Shortly after the Court denied
35 Zandian's motion to set aside the default judgment Zandian filed fraudulent deeds in five
36 Nevada counties whereby he transferred his interest in 22 parcels of real property to insiders in

1 an attempt to avoid execution of the judgment. More recently, Zandian attempted to bribe the
2 undersigned by offering to pay \$30,000 to \$50,000 to the undersigned if the undersigned
3 would resolve this matter without giving any money or consideration to Plaintiff. Zandian has
4 made it clear he will do anything to keep from having to pay the judgment.

5 Plaintiff now moves the Court to void the fraudulent deeds, transfer Zandian's interest
6 in certain Nevada properties to Plaintiff and to order execution on other Nevada property.

7 **II. Procedural Background**

8 As the Court is well aware, Plaintiff filed his original Complaint on December 11,
9 2009. Plaintiff alleged five claims: (1) Conversion, (2) Tortious Interference with Contract,
10 (3) Intentional Interference with Prospective Economic Advantage, (4) Unjust Enrichment,
11 and (5) Unfair and Deceptive Trade Practices. The claims are based upon Zandian's
12 fraudulent assignment of patents. After several motions to dismiss, Zandian filed a General
13 Denial to the Amended Complaint on March 5, 2013. Thereafter, Zandian's counsel withdrew
14 and a Default Judgment was entered against Zandian on June 24, 2013.

15 On December 11, 2013, Plaintiff filed a Motion for Debtor's Examination and to
16 Produce Documents. On December 20, 2013, Zandian filed a Motion to Set Aside the Default
17 Judgment. On January 13, 2014, the Court entered an Order Granting the Motion for Debtor's
18 Examination and to Produce Documents. On February 6, 2014, the Court entered an Order
19 Denying Zandian's Motion to Set Aside the Default Judgment. On March 12, 2014, Zandian
20 filed a Notice of Appeal regarding the Court's Order Denying the Motion to Set Aside the
21 Default Judgment.

22 On June 10, 2015, Plaintiff filed another Motion for Judgment Debtor Examination and
23 to Produce Documents. On October 19, 2015, the Nevada Supreme Court affirmed the Court's
24 orders denying Zandian's motion to set aside the default judgment and awarding fees and
25 costs. On November 6, 2015, the Court entered an Order Granting the Motion for Debtor's
26 Examination and to Produce Documents, whereby Zandian was required to produce
27 documents by December 21, 2015 and to appear for a debtor's examination in February of
28

1 2016. On February 3, 2016, the Court held Zandian in contempt for failing to produce
2 documents as ordered by the Court and issued a warrant for his arrest.

3 On February 24, 2016, pursuant to the Court's November 6, 2015 Order, Plaintiff held
4 the duly noticed debtor's examination of Zandian in San Diego, California. *See* Declaration of
5 Adam McMillen, dated 4/21/16 ("McMillen Declaration"), Exhibit 1. Zandian did not appear
6 for the examination. *See id.* Zandian refused to comply with the Court's orders and has
7 absconded. Plaintiff has been unable to depose Zandian and Zandian has not produced any of
8 the documents ordered by the Court.

9 **III. Pertinent Additional Factual Background**

10 **A. Fraudulent Deeds**

11 On February 6, 2014, the Court entered an Order Denying Zandian's Motion to Set
12 Aside the Default Judgment. Shortly thereafter, Zandian dirtied the title to 22 parcels of real
13 property throughout Nevada, as follows.

14 On March 17, 2014, Zandian recorded a grant deed with Elko County for one parcel,
15 whereby he transferred his interests to Alborz Zandian (his son) and Niloofer Zandian (his
16 wife). *See* McMillen Declaration, Exhibit 2. The deed states the transfer was made pursuant
17 to a "financial agreement entered into in Las Vegas, Nevada and dated 08-21-2003." *Id.* Not
18 only does the timing and parties involved indicate the deed is fraudulent, the parcel in question
19 was purchased after the alleged August 21, 2003 financial agreement on September 25, 2006
20 and the purchase documents do not refer to the alleged "financial agreement." *See* McMillen
21 Declaration, Exhibit 3.

22 On March 18, 2014, Zandian similarly dirtied the titles to three parcels in Churchill
23 County, per the same August 21, 2003 "financial agreement." *See* McMillen Declaration,
24 Exhibits 4-6. All of these parcels were purchased after August 21, 2003 and none of the
25 purchase documents refer to the "financial agreement." *See* McMillen Declaration, Exhibits 7-
26 9.

27 On March 18, 2014, Zandian similarly dirtied the title to one parcel in Washoe County,
28 per the same August 21, 2003 "financial agreement." *See* McMillen Declaration, Exhibit 10.

1 This parcel was also purchased after August 21, 2003 and the purchase documents do not refer
2 to the alleged “financial agreement.” *See* McMillen Declaration, Exhibit 11.

3 Zandian dirtied the title to nine other parcels in Washoe County as well. On March 18,
4 2014, a grant deed was recorded by Zandian, which transferred his interest in nine parcels to
5 Fred Sadri, Ray Koroghli and Sathsowi Thay Koroghli and Alborz Zandian and Niloofar
6 Foughani “per financial agreement entered into in Las Vegas, Nevada and dated 08-21-2003.”
7 *See* McMillen Declaration, Exhibit 12. As background on these nine parcels, on July 31,
8 2003, Niloo Far Foughani (wife of Zandian) released any community property interest in the
9 nine parcels to Zandian, as his separate property. *See* McMillen Declaration, Exhibit 13. On
10 August 1, 2003, these properties were transferred to Zandian, Fred Sadri and Ray Koroghli,
11 with each receiving a one third interest. *See* McMillen Declaration, Exhibit 14. On June 22,
12 2007, John Peter Lee filed a Judgment Confirming Arbitration Award with the Washoe
13 County Recorder, which judgment transferred the interests of Fred Sadri and Ray Koroghli to
14 Zandian for all nine properties. *See* McMillen Declaration, Exhibit 15. This is why the March
15 18, 2014 deed states Zandian transferred the property from Fred Sadri, Ray Koroghli and
16 Sathsowi Thay Koroghli and himself to Fred Sadri, Ray Koroghli and Sathsowi Thay Koroghli
17 and Alborz Zandian and Niloofar Foughani “per financial agreement entered into in Las
18 Vegas, Nevada and dated 08-21-2003.” *See* McMillen Declaration, Exhibit 12.

19 On May 21, 2014, Zandian dirtied the titles to six parcels in Lyon County. *See*
20 McMillen Declaration, Exhibits 16-18. These deeds transferred Zandian’s interests to Alborz
21 Zandian and Niloofar Foughani Zandian “per financial agreement entered into in Las Vegas,
22 Nevada and dated August 21, 2003.” *Id.* However, again, all six parcels were purchased by
23 Zandian after the purported August 21, 2003 “financial agreement.” *See* McMillen
24 Declaration, Exhibits 19-21. None of the purchase documents refer to the alleged “financial
25 agreement.” *Id.* Also, the “financial agreement” has never been produced and is not known to
26 exist.

27 On May 30, 2014, Zandian similarly dirtied the titles to two parcels in Clark County,
28 per the same August 21, 2003 “financial agreement.” *See* McMillen Declaration, Exhibits 22-

1 23. All of these parcels were purchased after August 21, 2003 and none of the purchase
2 documents refer to the alleged “financial agreement.” *See* McMillen Declaration, Exhibits 24-
3 25.

4 **B. Zandian’s Attempted Bribery**

5 From April 12-19, 2016, Zandian emailed the undersigned. *See* McMillen Declaration,
6 Exhibit 26. Zandian stated that he wanted to pay (bribe) the undersigned because he believes
7 the undersigned has been “unfairly exploited for 8 years based on a judgment obtained by
8 fraudulent service and address.” *Id.* In response, the undersigned requested a serious offer to
9 settle this matter. *Id.* Zandian stated he did not want me to talk to “anybody” about the
10 ensuing conversation, including Plaintiff, that Plaintiff had been “manipulated by Robert
11 Adams and Sadri” and that he did not wish to pay Plaintiff “a dime” but “I [Zandian] am
12 prepared to pay you [the undersigned] up to \$30,000 cash or \$50,000 within 18 months” to
13 settle this matter outside of Plaintiff’s interests. *Id.*

14 The undersigned told Zandian he represents the interests of Plaintiff and would not
15 accept an offer (bribe) to settle this matter outside of Plaintiff’s interests and requested a
16 serious offer to settle this matter. *Id.* The undersigned also requested to know when Zandian
17 would be in the United States in the near future. *Id.* To which, Zandian stated that a debtor’s
18 examination would be worthless since there is no money to pay the judgment. *Id.* However,
19 Zandian did say that if Plaintiff paid his travel expenses and had the bench warrant vacated,
20 then he would be more than happy to come to the United States, but he did not promise to
21 appear for an examination or to provide the documents previously ordered by the Court. *Id.*

22 The email communications from Zandian show Zandian is well aware of the Court’s
23 orders regarding the debtor’s examination and the ensuing bench warrant for disobeying the
24 Court’s orders. The email communications show Zandian is willing to continue committing
25 fraud upon Plaintiff and the Court and that he has no regard for Plaintiff, the Court or the rule
26 of law.

27 **IV. Argument**

28 **A. Zandian’s Fraudulent Transfers Should Be Declared Void**

1 A “transfer made ... by a debtor is fraudulent as to a creditor ... if the debtor made the
2 transfer ... [w]ith actual intent to hinder, delay or defraud any creditor of the debtor[.]” NRS
3 112.180(1)(a). Actual intent may be determined by considering the following factors as to
4 whether:

- 5 (a) The transfer or obligation was to an insider;
- 6 (b) The debtor retained possession or control of the property transferred
after the transfer;
- 7 (c) The transfer or obligation was disclosed or concealed;
- 8 (d) Before the transfer was made or obligation was incurred, the debtor had
been sued or threatened with suit;
- 9 (e) The transfer was of substantially all the debtor’s assets;
- 10 (f) The debtor absconded;
- 11 (g) The debtor removed or concealed assets;
- 12 (h) The value of the consideration received by the debtor was reasonably
equivalent to the value of the asset transferred or the amount of the obligation
incurred;
- 13 (i) The debtor was insolvent or became insolvent shortly after the transfer
was made or the obligation was incurred;
- 14 (j) The transfer occurred shortly before or shortly after a substantial debt
was incurred; and
- 15 (k) The debtor transferred the essential assets of the business to a lienor
who transferred the assets to an insider of the debtor.

16 NRS 112.180(2)(a-k). Many of the NRS 112.180(2) factors apply to Zandian’s conduct.
17 Zandian recorded fraudulent deeds in five Nevada counties and transferred 22 parcels to
18 insiders, as defined by NRS 112.150(7), shortly after the Court denied Zandian’s motion to set
19 aside the default judgment. Through these insider transfers, Zandian retained control of the
20 properties in question, as partly indicated in his recent emails where he states that the “vacant
21 land in Nevada that I got as sweat equity has no value and I am planning on paying you out of
22 other resources.” *See* McMillen Declaration, Exhibit 26.

23 While the fraudulent deeds were recorded with the county recorders’ offices, the 2003
24 “financial agreement” was not disclosed and remains concealed by Zandian. Also, Zandian
25 has absconded and he refuses to comply with this Court’s orders and refuses to produce
26 documents or to appear for a debtor’s examination and says he is now living in Iran, as
27 opposed to France. *See* McMillen Declaration, Exhibit 26.

1 As a result of the fraudulent transfers, Plaintiff may obtain avoidance of such transfers
2 “to the extent necessary to satisfy the creditor’s claim.” NRS 112.210(1). “Subject to
3 applicable principles of equity and in accordance with applicable rules of civil procedure” this
4 Court may also provide “[a]ny other relief the circumstances may require.” NRS
5 112.210(1)(c). Accordingly, Plaintiff requests the Court issue an order voiding the transfers
6 detailed in Section III(A), above.

7 **B. Application Of Property Toward Satisfaction Of Judgment**

8 “All goods, chattels, money and other property, real and personal, of the judgment
9 debtor, or any interest therein of the judgment debtor not exempt by law, and all property and
10 rights of property seized and held under attachment in the action, are liable to execution.”
11 NRS 21.080(1). “The judge or master may order any property of the judgment debtor not
12 exempt from execution, in the hands of such debtor or any other person, or due to the
13 judgment debtor, to be applied toward the satisfaction of the judgment.” NRS 21.320; *see also*
14 NRS 112.210(2) (“If a creditor has obtained a judgment on a claim against the debtor, the
15 creditor, if the court so orders, may levy execution on the asset transferred or its proceeds.”)
16 (emphasis added).¹

17 Plaintiff requests the Court order the following property of Zandian, which is not
18 exempt from execution,² to be applied toward satisfaction of the judgment by ordering the
19 transfer of Zandian’s interest in the following properties to Plaintiff:

20

Parcel	acres	Assessed Value (Washoe County Assessor 2016)	Assignment Value
079-150-09	560.0	\$2,822	\$3,200
079-150-13	560.0	\$2,822	\$3,200
084-040-04	640.08	\$3,226	\$3,700

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25 ¹ In Nevada, a supplementary proceeding is “incident to the original suit” and “is not an independent proceeding
26 or the commencement of a new action.” Nevada Direct Ins. Co. v. Fields, No. 66561, 2016 WL 797048, at *3
27 (Nev. Feb. 26, 2016) (citing State ex rel. Groves v. First Judicial Dist. Court, 61 Nev. 269, 276, 125 P.2d 723,
28 726 (1942); 30 Am.Jur.2d Executions and Enforcements of Judgments § 584 (2005) (“In jurisdictions where a
proceeding supplemental is not an independent action, but is merely a proceeding to enforce an earlier
judgment, proceedings supplemental are conducted in the same court that entered the judgment against the
defendant, usually under the same cause number. In fact, proceedings supplemental may be filed only in the
trial court issuing the underlying judgment.” (footnotes omitted))).

² See NRS 21.090; *see also* McMillen Declaration, Exhibit 26.

084-040-06	633.03	\$6,197	\$7,000
084-040-10	390.0	\$1,966	\$2,300
084-140-17	160.0	\$806	\$1,000
Totals	2,943.11	\$17,839	\$20,400

Parcel	acres	Assessed Value (Lyon County Assessor 2016)	Assignment Value
006-052-04	.220	\$15,560	\$5,187
006-052-05	.220	\$15,560	\$5,187
006-052-06	.220	\$15,560	\$5,187
Totals	.66	\$46,680	\$15,561

Parcel	acres	Assessed Value (Churchill County Assessor 2016)	Assignment Value
009-331-04	50.0	\$2,625	\$1,500
Totals	50.0	\$2,625	\$1,500

C. Writ of Execution

On June 24, 2013, the Court entered a Default Judgment against Defendants. On June 27, 2013, a Notice of Entry of the Default Judgment was filed. In the Default Judgment, the Court entered judgment in favor of Plaintiff against Zandian in the sum of \$1,495,775.74, plus interest at the legal rate, pursuant to NRS 17.130, therein from the date of default until the judgment is satisfied.

Plaintiff requests the Court authorize all applicable County Sheriffs or other authorized officers in the State of Nevada to execute the Judgment through the seizure of Zandian's bank accounts, investment accounts, certificates of deposit, annuities, wages, and real and personal property.

Based on the foregoing and the attached Memorandum of Post-Judgment Costs and Fees, attached hereto as Exhibit 2, Plaintiff also hereby requests that the Court direct the Court Clerk to issue the attached proposed Writs of Execution, attached hereto as Exhibit 3, so that the appropriate authorities may assist Plaintiff in executing the Default Judgment against Zandian. If the properties are not enough to satisfy the Judgment, Plaintiff requests the Court order and direct that any further appropriate writs of execution that are provided to the Court Clerk by Plaintiff also be issued, until the Judgment is satisfied.

1 In addition, Plaintiff seeks the following orders with regards to the following parcels in
2 order to protect and satisfy Plaintiff's claim. See NRS 112.210(1)(c)(1) and (3) ("In an action
3 for relief against a transfer or obligation under this chapter, a creditor ... may obtain: ... (1)
4 An injunction against further disposition by the debtor or a transferee, or both, of the asset
5 transferred or of other property; ... or (3) Any other relief the circumstances may require.").

6 Zandian has an interest in two parcels in Lyon County, parcel numbers 015-311-18 and
7 015-311-19. In order to protect Plaintiff's interest and to satisfy his claim, Plaintiff requests
8 the Court order a minimum bid of \$25,000 for each parcel and in the event the minimum bid is
9 not reached for either parcel, that Zandian be ordered not to sell, assign, or divide his interest
10 in either parcel or to allow either or both to be foreclosed upon until the Judgment is paid.

11 Zandian has an interest in parcel 007-151-77 in Churchill County. Plaintiff requests
12 the Court order a minimum bid of \$10,000 for this parcel and in the event the minimum bid is
13 not reached, that Zandian is ordered not to sell, assign, or divide his interest in the parcel or to
14 allow it to be foreclosed upon until the Judgment is paid.

15 Zandian has an interest in parcel 001-660-034 in Elko County. Plaintiff requests the
16 Court order a minimum bid of \$25,000 for this parcel and in the event the minimum bid is not
17 reached, that Zandian is ordered not to sell, assign, or divide his interest in the parcel or to
18 allow it to be foreclosed upon until the Judgment is paid.

19 **D. Conveyance Of Property Sold At Auction**

20 On December 9, 2014, the Clark County Sheriff sold at public auction Zandian's
21 interest in two Clark County parcels. See McMillen Declaration, Exhibits 27-28. As there
22 were no other bidders, Plaintiff credit bid at the auction and purchased both parcels. *Id.* The
23 following is a summary of the auction information for the two parcels:

24

Clark County	Acres	Bought at auction 12/9/2014	Assessed Value (Clark County Assessor 2016)
APN 071-02-000-013	20.0	\$16,000	\$7,000
APN 071-02-000-005	10.0	\$8,000	\$3,500
Total	30.0	\$24,000	\$10,500

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1 On April 3, 2015, the Washoe County Sheriff sold at public auction Zandian's interest
2 in four Washoe County parcels. See McMillen Declaration, Exhibits 29-32. As there were no
3 other bidders, Plaintiff credit bid at the auction and purchased all four parcels. *Id.* The
4 following is a summary of the auction information for the four parcels:

5

Washoe County	Acres	Bought at auction 4/3/2015	Assessed Value (Washoe County Assessor 2016)
APN 079-150-12	160	\$15,000	\$16,800
APN 079-150-10	639.58	\$5,000	\$3,224
APN 084-040-02	627.24	\$5,000	\$3,161
APN 084-130-07	275.83	\$3,000	\$1,390
Total	1702.65	\$28,000	\$24,575

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10 "Upon a sale of real property, the purchaser shall be substituted to and acquire all the
11 right, title, interest and claim of the judgment debtor thereto." NRS 21.190. Such sales are
12 subject to redemption. *Id.* A judgment debtor or his successor in interest may redeem the
13 property any time within 1 year after the sale. See NRS 21.200 and NRS 21.210. "If no
14 redemption is made within 1 year after the sale, the purchaser, or the purchaser's assignee, is
15 entitled to a conveyance..." NRS 21.220(4).


16 It has been more than 1 year since the above Clark County and Washoe County
17 properties were sold at auction to Plaintiff. The properties have not been redeemed by anyone.
18 Accordingly, Plaintiff requests that the Court order the six properties conveyed to Plaintiff.

19 **V. Conclusion**

20 Based upon the foregoing, Plaintiff respectfully requests this motion be granted in its
21 entirety.

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

24 Dated this 3rd day of May, 2016.

25 BY: 
26 Matthew D. Francis (6978)
27 Adam P. McMillen (10678)
28 5371 Kietzke Lane
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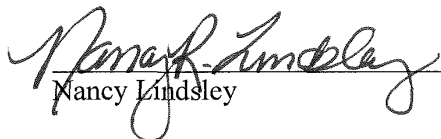
1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of Brownstein Hyatt Farber
3 Schreck, and that on this date, I deposited for mailing, in a sealed envelope, with first-class
4 postage prepaid, a true and correct copy of the foregoing document, **MOTION TO VOID**
5 **DEEDS, ASSIGN PROPERTY AND FOR WRIT OF EXECUTION**, addressed as
6 follows:

7 Reza Zandian
8 c/o Alborz Zandian
9 9 MacArthur Place, Unit 2105
10 Santa Ana, CA 92707-6753
and
11 rezazand@hotmail.com

12 Severin A. Carlson
13 Tara C. Zimmerman
14 Kaempfer Crowell
15 50 West Liberty Street, Suite 700
16 Reno, Nevada 89501
17 Former counsel of Reza Zandian

18 Dated: May 3, 2016

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EXHIBIT LIST

EXHIBIT NO.	DESCRIPTION	PAGE(S)
1	Declaration of Adam McMillen	275
2	Consolidated Memorandum of Post-Judgment Fees and Costs	6
3	<i>Proposed</i> Writs of Execution (Lyon, Elko and Churchill Counties)	4