

1 Matthew D. Francis  
Nevada Bar No. 6978  
2 mfrancis@bhfs.com  
Arthur A. Zorio  
3 Nevada Bar No. 6547  
azorio@bhfs.com  
4 BROWNSTEIN HYATT FARBER SCHRECK, LLP  
5371 Kietzke Lane  
5 Reno, NV 89511  
Telephone: 775.324.4100  
6 Facsimile: 775.333.8171  
Attorneys for JED MARGOLIN  
7

8 **IN THE UNITED STATES BANKRUPTCY COURT**  
9 **FOR THE DISTRICT OF NEVADA**

10 In Re JAZI GHOLAMREZA ZANDIAN,

11 Debtor.

12 \_\_\_\_\_/  
FRED SADRI, AS TRUSTEE FOR THE  
13 STAR LIVING TRUST, DATED APRIL 14,  
1997; RAY KOROGHLI AND SATHSOWI  
14 T. KOROGHLI, AS MANAGING  
TRUSTEES FOR KOROGHLI  
15 MANAGEMENT TRUST,

16 Plaintiffs,

17 v.

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

20 Defendants.

21 \_\_\_\_\_/  
PATRICK CANET,

22 Counterclaimant,

23 v.

24 FRED SADRI, INDIVIDUALLY AND AS  
TRUSTEE FOR THE STAR LIVING  
TRUST; RAY KOROGHLI,  
25 INDIVIDUALLY; RAY KOROGHLI AND  
SATHSOWI T. KOROGHLI, AS  
26 MANAGING TRUSTEES FOR  
KOROGHLI MANAGEMENT TRUST,

27 Counter-Defendants.  
28 \_\_\_\_\_/

Case No. BK-N-16-50644-BTB

Adversary No. 17-05016-BTB

**DEFENDANT AND CROSS-DEFENDANT  
JED MARGOLIN'S ANSWERS TO FIRST  
SET OF INTERROGATORIES**

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

PATRICK CANET,  
Cross-Claimant,  
v.  
JED MARGOLIN,  
Cross-Defendant.

TO: Plaintiffs and your attorneys of record:

Defendant and Cross-Defendant Jed Margolin, (“Margolin”), by and through his attorneys, the law firm of Brownstein Hyatt Farber Schreck LLP, hereby answers Plaintiffs’ First Set of Interrogatories to Jed Margolin, as follows:

**GENERAL OBJECTIONS AND RESPONSE**

Margolin asserts and incorporates the following general objections as to each and every Interrogatory, whether or not they are repeated as to any specific Interrogatory below.

Margolin objects to the Interrogatories to the extent they seek information or documents that are protected from disclosure by any privilege or immunity, including the attorney-client privilege, the work product doctrine, or any other privilege, doctrine or immunity available by law. To the extent the Interrogatories can be construed to seek privileged or protected documents or information, Margolin asserts said privilege or protection, objects to the Interrogatory, and will provide only non-privileged, non-protected documents or information, if any. Any inadvertent disclosure of any privileged information shall not be deemed or construed as a waiver of any privilege or right of Margolin.

1. In responding to the Interrogatories, Margolin does not waive, nor intend to waive, any privilege or objection, including but not limited to, any objection to relevancy, materiality, or admissibility of any of its responses or the subject matter addressed therein. No

1 incidental or implied admissions are intended by the responses. The fact that Margolin has  
2 answered part or all of any Interrogatory contained in these Interrogatories is not intended to  
3 be, and shall not be construed as, a waiver by Margolin of any part of any objection to any  
4 Interrogatories.

5  
6 2. Margolin objects to the Interrogatories to the extent they seek information that  
7 is neither relevant to the parties' claims or defenses in the pending action, nor reasonably  
8 calculated to lead to the discovery of admissible evidence.

9  
10 3. Margolin objects to the Interrogatories to the extent that they seek to impose  
11 duties or burdens on him that are inconsistent with or in addition to those required by the  
12 Federal Rules of Civil Procedure (the "Rules"). To the extent there is any inconsistency between  
13 a particular Interrogatory and the Rules, Margolin will comply with the Rules. Margolin  
14 specifically objects to the Interrogatories to the extent they seek discovery beyond the scope  
15 permitted by the Rules, including but not limited to, the extent that what is sought is not both  
16 relevant to the actual claims and defenses in the Lawsuit and proportional to the needs of the  
17 case as measured by the factors set forth in the Rules.

18  
19 4. Margolin objects to the Interrogatories to the extent they are vague, ambiguous,  
20 overly broad, not appropriately limited in temporal scope, unreasonably cumulative or  
21 duplicative, or to the extent that compliance with the Interrogatories would be unduly  
22 burdensome or oppressive.

23  
24 5. Margolin objects to the Interrogatories to the extent that they seek materials or  
25 information already known to or in the possession of Plaintiffs. Margolin objects to each  
26 Interrogatory to the extent it seeks electronically stored information from sources that are not  
27 reasonably accessible because of undue burden or cost.

1           6. Margolin objects to each Interrogatory to the extent that it contains express or  
2 implied assumptions of fact or law with respect to matters at issue in this action. Margolin’s  
3 responses and objections to the Interrogatories are not intended to, and shall not, be construed as  
4 an agreement by Margolin with Plaintiffs’ characterization of any facts.

5  
6           7. All of Margolin’s responses to these Interrogatories are based upon information  
7 currently available after a reasonable, good faith investigation. Margolin objects to these  
8 Interrogatories to the extent that discovery is ongoing and it is likely that some facts are not yet  
9 known to Margolin. Margolin expressly reserves his right to supplement and amend these  
10 responses and objections as discovery proceeds.

11           8. Margolin objects to the Interrogatories to the extent that the Interrogatories seek  
12 documents that are confidential or contain Margolin’s proprietary information. Discovery  
13 activity in this case does involve production of certain confidential or proprietary information  
14 for which special protection from public disclosure and from use for any purpose other than  
15 prosecuting this litigation is warranted. Margolin will designate as “CONFIDENTIAL” or  
16 “CONFIDENTIAL – ATTORNEY EYES ONLY” under those documents he produces that  
17 contain confidential or proprietary information.

18  
19           9. Margolin’s decision to provide a Response notwithstanding the objectionable  
20 nature of the Interrogatory should not be construed as: (a) an admission that the material is  
21 relevant; (b) a waiver of the General Objections or the objections asserted in response to the  
22 specific Interrogatory; or (c) an agreement that Interrogatories for similar information will be  
23 treated in a similar manner. Margolin reserves the right to assert additional objections to the  
24 Interrogatories as appropriate. Margolin specifically reserves all objections as to the  
25 competency, relevancy, materiality, and admissibility of their Response or the subject matter  
26 thereof, all objections as to burden, vagueness, over breadth and ambiguity, and all rights to  
27  
28

1 object on any ground to the use of any Response, or the subject matter thereof, in any  
2 proceedings, including without limitation the trial of this, or any other, action.

3 Subject to the foregoing objections, and the more specific objections set forth below,  
4 Margolin responds and objects as follows:  
5

6  
7 **INTERROGATORIES**

8 **INTERROGATORY NO. 1:**

9 Identify each Person who provided substantive information in the preparation of YOUR  
10 Responses to the First Set of Requests for Production and Responses to these Interrogatories, by  
11 name, title, and address, and identify the responses with which that Person assisted. YOU may  
12 omit anyone who simply typed the responses.

13 **ANSWER TO INTERROGATORY NO. 1:**

14 Jed Margolin.  
15

16 **INTERROGATORY NO. 2:**

17 Please identify any and all Documents and/or other forms of communication that were received  
18 by YOU from any of the named parties in this litigation or that were sent by YOU to any of the  
19 named parties in this litigation in connection with the Property.

20 **ANSWER TO INTERROGATORY NO. 2:**

21 Objection, the Interrogatory is overly broad and burdensome, an answer to which would  
22 result in annoyance, or oppression in that the question is indefinite as to time and without  
23 reasonable limitation in scope: It seeks all communications among the parties related in any  
24 possible way to the Property, including the pleadings in this case, emails among adverse counsel,  
25 and other documents already in the possession of Plaintiffs.  
26  
27

1 **INTERROGATORY NO. 3:**

2 Please identify any and all Documents and/or other forms of communication that were received  
3 by YOU from Zandian or that were sent by YOU to Zandian in connection with the Property prior  
4 to or after the Execution Sale.

5 **ANSWER TO INTERROGATORY NO. 3:**

6  
7 Objection, the Interrogatory is overly broad and burdensome, an answer to which would  
8 result in annoyance, or oppression in that the question is indefinite as to time and without  
9 reasonable limitation in scope: It seeks all communications among the parties related in any  
10 possible way to the Property, including the pleadings in this case, emails among adverse counsel,  
11 and other documents already in the possession of Plaintiffs.

12  
13 Additionally, because Mr. Zandian has caused ambiguity as to his identity, and whether a  
14 person appearing is actually Mr. Zandian, Margolin does not have sufficient information to  
15 answer this question because of the difficulty in ascertaining whether a communication came  
16 from Zandian.

17 **INTERROGATORY NO. 4:**

18 Please identify any and all Documents and/or other forms of communication that were received  
19 by YOU from Canet or that were sent by YOU to Canet in connection with the Property prior to  
20 or after the Execution Sale.

21 **ANSWER TO INTERROGATORY NO. 4:**

22  
23 The only potential documents responsive to this Interrogatory are those documents on file  
24 in the instant proceedings.

25 **INTERROGATORY NO. 5:**

26 Please identify any and all Documents and/or other forms of communication that were received  
27 by YOU from Sheriff or that were sent by YOU to Sheriff in connection with the Property prior  
28

1 to or after the Execution Sale.

2 **ANSWER TO INTERROGATORY NO. 5:**

3 Objection, work product.

4 I have had no direct communications with the Washoe County Sheriff in connection with  
5 the Property. Written correspondence with the Washoe County Sheffiff's office are included in  
6 the documents produced.  
7

8 **INTERROGATORY NO. 6:**

9 Please identify any and all Documents and/or other forms of communication that were received  
10 by YOU from any other Person(s) not identified under Interrogatories \_\_ to \_\_ above or that were  
11 sent by YOU to such Person(s) in connection with the Property prior to or after the Execution  
12 Sale.

13 **ANSWER TO INTERROGATORY NO. 6:**

14 Objection, the Interrogatory is overly broad and burdensome, an answer to which would  
15 result in annoyance, or oppression in that the question is indefinite as to time and without  
16 reasonable limitation in scope: It seeks all communications among the parties related in any  
17 possible way to the Property, including the pleadings in this case, emails among adverse counsel,  
18 and other documents already in the possession of Plaintiffs.  
19

20 Objection, attorney-client privilege and work product. The Interrogatory is so overly  
21 broad that it seeks communications among counsel and client regarding the property as well as  
22 work product of counsel.  
23

24 Objection, the Interrogatory is unintelligible in that the range of interrogatories stated is  
25 blank, thereby prohibiting Margolin from providing an answer.  
26

27 **INTERROGATORY NO. 7:**

28 Please identify any and all title insurance policies or products obtained by YOU in connection



1 with the Property.

2 **ANSWER TO INTERROGATORY NO. 7:**

3           Objection, the Interrogatory assumes facts not in evidence. Without waiving this  
4 objection, Margolin did not purchase title insurance in connection with the Property.

5 **INTERROGATORY NO. 8:**

6 Please identify any and all title reports obtained by YOU in connection with the Property.

7 **ANSWER TO INTERROGATORY NO. 8:**

8           Objection, the Interrogatory assumes facts not in evidence. Without waiving this  
9 objection, Margolin did not purchase a title report in connection with the Property.

10 **INTERROGATORY NO. 9:**

11 Please describe any research or information obtained by YOU regarding the properties owned by  
12 Zandian (including the Property that is subject to this litigation) in preparation for recording the  
13 Washoe Default Judgment.

14 **ANSWER TO INTERROGATORY NO. 9:**

15           Objection, work product. Objection, “research or information” is vague and ambiguous.

16 **INTERROGATORY NO. 10:**

17 Please describe any research or information obtained by YOU regarding the properties owned by  
18 Zandian in preparation for recording the Clark Default Judgment.

19 **ANSWER TO INTERROGATORY NO. 10:**

20           Objection, work product. Objection, “research or information” is vague and ambiguous.

21 **INTERROGATORY NO. 11:**

22 Please describe all properties YOU currently own that were bought at judgment execution sales,  
23 whether or not conducted by or on behalf of YOU. Identify the seller, property address, property  
24 A.P.N., purchase price, date of sale, location of sale, and any other persons or entities that at any  
25  
26  
27  
28



1 time held any interest in the property and describe the respective interests held by those persons  
2 or entities.

3 **ANSWER TO INTERROGATORY NO. 11:**

4           Objection, the Interrogatory is overly broad and burdensome in that it is not limited in  
5 scope to the issues raised by the pleadings or reasonably calculated to lead to the discovery of  
6 admissible evidence. The Interrogatory will be construed only to seek properties purchased at  
7 judgment execution sales related to Zandian only.  
8

9           1. Washoe County: Upon information and belief, my agent was the sole bidder at the  
10 auction.

11           APN 079-150-12 at 9:00 a.m. on April 3, 2015, on the courthouse steps of the Second  
12 Judicial District Court, and the above named Grantee submitted a credit bid for \$15,000 and was  
13 the highest bidder at the sale.  
14

15           APN 079-150-10 at 9:15 a.m. on April 3, 2015, on the courthouse steps of the Second  
16 Judicial District Court, and the above named Grantee submitted a credit bid for \$5,000 and was  
17 the highest bidder at the sale.

18           APN 084-040-02 at 9:30 a.m. on April 3, 2015, on the courthouse steps of the Second  
19 Judicial District Court, and the above named Grantee submitted a credit bid for \$5,000 and was  
20 the highest bidder at the sale.  
21

22           APN 084-130-07 at 9:45 a.m. on April 3, 2015, on the courthouse steps of the Second  
23 Judicial District Court, and the above named Grantee submitted a credit bid for \$3,000 and was  
24 the highest bidder at the sale.

25           2. Clark County: I purchased two of Zandian's properties in Clark County at an auction  
26 conducted by the Clark County Sheriff on December 9, 2014. See Bates Numbers:

27 JM\_0431-436 Sheriff's Deed Clark Co APN 071-02-000-005.pdf  
28

1 JM\_0437-442 Sheriff's Deed Clark Co APN 071-02-000-013.pdf  
2 JM\_0659-661 Sheriff's Certificate of Sale of Real Property.Clark Co APN 071-02-000-005.pdf  
3 JM\_0662-664 Sheriff's Certificate of Sale of Real Property.Cark Co APN 071-02-000-013.pdf

4 As with the Washoe County Sheriff's Auction upon information and belief, my attorney  
5 was the sole bidder and I had instructed him to pay what I thought the properties were worth:

6 Clark County APN 071-02-000-005	\$ 8,000.00
7 Clark County APN 071-02-000-013	\$16,000.00

8 These two properties in Clark County and the four properties in Washoe County are the  
9 only properties that I have bought at judgment execution sales.

10 **INTERROGATORY NO. 12:**

11 Please identify any documents or internal communications that evidence whether any individual  
12 or entity attempted to obtain a judgment payoff from YOU or YOUR agents prior to the  
13 Execution Sale.

14 **ANSWER TO INTERROGATORY NO. 12:**

15 Objection, attorney-client communication and work product. To the extent that the  
16 Interrogatory seeks attorney-client communications or work product objection is made thereto.

17 Objection, the request is not reasonably calculated to lead to the discovery of admissible  
18 evidence. Federal Rule of Evidence 408.

19 Objection, the Interrogatory is vague and ambiguous as to what is meant by the term  
20 "judgment payoff from YOU or YOUR agents." As such, no response can reasonably be made.

21 Objection, "internal communications" is vague and ambiguous.

22 Attempting to understand the Interrogatory, Plaintiff responds that he is unaware of any  
23 offer to satisfy the judgment.

24 **INTERROGATORY NO. 13:**

25 Please identify any documents or internal communications that evidence whether any individual

1 or entity attempted to obtain information regarding the date, time or location of the Execution  
2 Sale prior to the Execution Sale.

3 **ANSWER TO INTERROGATORY NO. 13:**

4 Objection, attorney-client communication and work product. To the extent that the  
5 Interrogatory seeks attorney-client communications or work product objection is made thereto.  
6

7  
8 Objection, “internal communications” is vague and ambiguous.

9 Notwithstanding the above-objections, I am not aware of anyone making a inquiry  
10 regarding the date, time, or location of the Execution Sale prior to the Execution Sale.

11 **INTERROGATORY NO. 14:**

12 With regard to the Auction, please state the following:

- 13 (a) Identify the opening bid price at the Execution Sale;  
14 (b) Identify the bidders at the Execution Sale;  
15 (c) Identify the amounts bid at the Execution Sale;  
16 (d) Identify any disclosures or announcements made; and  
17 (e) Describe how the Property was paid for after the Execution Sale.  
18

19 **ANSWER TO INTERROGATORY NO. 14:**

20 Objection, “disclosures or announcements” is vague and ambiguous. Objection,  
21 compound. Subject to and without waiving the foregoing objections, Margolin responds as  
22 follows:  
23

24 Upon information and belief,

25 (a) Since my agent was the only bidder, and his bid was accepted, it is reasonable to assume that  
26 his was the opening bid.

27 (b) My agent reported that he was the only bidder.  
28

1 (c) Since my agent was the only bidder, and his bid was accepted, it is reasonable to assume that  
2 his was the only bid.

3 (d) I do not have any.

4 (e) The Property was secured with a credit bid because Margolin was the judgment creditor.

5 **INTERROGATORY NO. 15:**

6 Please identify any documents or internal communications between YOU and any other bidders at  
7 Execution Sale regarding the title, liens and encumbrances, value of, and/or conditions of the  
8 Property.  
9

10 **ANSWER TO INTERROGATORY NO. 15:**

11 Objection, attorney-client communication and work product. To the extent that the  
12 Interrogatory seeks attorney-client communications or work product objection is made thereto.

13 Objection, "internal communications" is vague and ambiguous.

14 Without waiving said objection, there were no other bidders so there are no documents.

15 **INTERROGATORY NO. 16:**

16 Please identify any contract or agreement YOU have with any Person(s) related to the Property  
17 and/or the Execution Sale, including communications concerning the content of such contract or  
18 agreement.  
19

20 **ANSWER TO INTERROGATORY NO. 16:**

21 Objection, vague and ambiguous. The Interrogatory does not identify the nature of the  
22 "contract" and therefore the Interrogatory cannot be responded to.

23 **INTERROGATORY NO. 17:**

24 Provide a summary of any income received by YOU related to the Property, including the date  
25 any income was received, the amount of the income, and the source of the income.  
26  
27

1 **ANSWER TO INTERROGATORY NO. 17:**

2 I have received no income from the Property.

3 **INTERROGATORY NO. 18:**

4 Please provide a detailed accounting of any and all payments for taxes, insurance and assessments  
5 made by YOU after the Execution Sale, identifying the amount paid, the date, and the payee.

6 **ANSWER TO INTERROGATORY NO. 18:**

7 I paid the property taxes for tax year 2017. See my response for REQUEST FOR  
8 PRODUCTION NO. 14.

9 **INTERROGATORY NO. 19:**

10 Please identify any notices or disclosures regarding the Property and/or Execution Sale mailed or  
11 published by YOU prior to the Execution Sale.

12 **ANSWER TO INTERROGATORY NO. 19:**

13 I did not mail or publish any notices regarding the Property prior to the Execution Sale.  
14 That was the job of the Washoe County Sheriff. He says he complied with the law. *See* response  
15 to REQUEST FOR ADMISSION NO. 14.

16 **INTERROGATORY NO. 20:**

17 Review each of YOUR responses to the First Set of Request for Admissions, propounded upon  
18 YOU concurrently with these Interrogatories. For each response to the Request for Admissions  
19 that is not an unqualified admission, state:

- 20 (a) The number of the request;
- 21 (b) All facts upon which YOU based YOUR response and/or denial;
- 22 (c) Identify each Person with personal knowledge of the facts upon which YOU based YOUR  
23 response;
- 24 (d) Identify each document or writing that supports YOUR response.

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

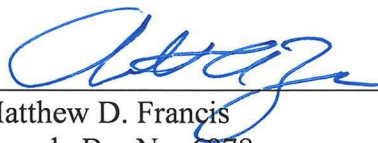
**ANSWER TO INTERROGATORY NO. 20:**

Objection, the Interrogatory is compound, overbroad and burdensome.

Objection, the Interrogatory seeks attorney work product.

DATED: This 2<sup>nd</sup> day of January, 2018.

BROWNSTEIN HYATT FARBER SCHRECK, LLP



Matthew D. Francis  
Nevada Bar No. 6978  
5371 Kietzke Lane  
Reno, NV 89511  
Telephone: 775-324-4100  
*Attorneys for JED MARGOLIN*

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

VERIFICATION

I, JED MARGOLIN, declare as follows:

1. I am a Defendant and Cross-Defendant in this action.
2. I have read the foregoing **DEFENDANT AND CROSS-DEFENDANT JED MARGOLIN'S ANSWERS TO FIRST SET OF INTERROGATORIES**, and know its contents. The same is true of my own knowledge, except as to those matters stated upon information and belief, and as to those matters I believe them to be true.

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

Executed at Reno, Nevada on this 29 day of December, 2017.

  
\_\_\_\_\_  
JED MARGOLIN



CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5(b), I certify that I am an employee of BROWNSTEIN HYATT FARBER SCHRECK, LLP, and on this 2<sup>nd</sup> day of January, 2018, I served the document entitled **DEFENDANT AND CROSS-DEFENDANT JED MARGOLIN'S ANSWERS TO FIRST SET OF INTERROGATORIES** on the parties listed below via the following:

**VIA FIRST CLASS U.S. MAIL:** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Reno, Nevada, addressed as follows:

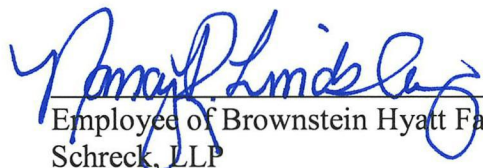
Jeffrey L. Hartman, Esq.  
Hartman & Hartman  
510 West Plumb Lane, Suite B  
Reno, Nevada 89509  
[notices@bankruptcyreno.com](mailto:notices@bankruptcyreno.com);  
[sji@bankruptcyreno.com](mailto:sji@bankruptcyreno.com)  
Attorney for Patrick Canet

Yanxiong Li, Esq.  
Wright, Finlay & Zak, LLP  
7785 W. Sahara Avenue, Suite 200  
Las Vegas, NV 89117  
[yli@wrightlegal.net](mailto:yli@wrightlegal.net)  
Attorneys for *Plaintiffs Fred Sadri, as Trustee for The Star Living Trust, dated April 14, 1997; Ray Koroghli and Sathsowi T. Koroghli, as Managing Trustees for Koroghli Management Trust*

**BY PERSONAL SERVICE:** by personally hand-delivering or causing to be hand delivered by such designated individual whose particular duties include delivery of such on behalf of the firm, addressed to the individual(s) listed, signed by such individual or his/her representative accepting on his/her behalf. A receipt of copy signed and dated by such an individual confirming delivery of the document will be maintained with the document and is attached.

**VIA COURIER:** by delivering a copy of the document to a courier service for over-night delivery to the foregoing parties.

**VIA ELECTRONIC SERVICE:** by electronically filing the document with the Clerk of the Court using the ECF system which served the following parties electronically:

  
Employee of Brownstein Hyatt Farber  
Schreck, LLP