

IN THE SUPREME COURT OF THE STATE OF NEVADA

REZA ZANDIAN A/K/A GOLAMREZA
ZANDIANJAZI A/K/A GHOLAM REZA
ZANDIAN A/K/A REZA JAZI A/K/A J.
REZA JAZI A/K/A G. REZA JAZI A/K/A
GHONOREZA ZANDIAN JAZI, AN
INDIVIDUAL,

Appellant,

vs.

JED MARGOLIN, AN INDIVIDUAL,

Respondent.

**Nevada Supreme Court
Case No. 65205**

APPEAL

from the FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY
THE HONORABLE JAMES T. RUSSELL, District Judge

JOINT APPENDIX

VOLUME III

JASON WOODBURY
Nevada Bar No. 6870
KAEMPFER CROWELL
510 West Fourth Street
Las Vegas, Nevada 89703
Telephone: (775) 884-8300

Attorneys for Appellant, Reza Zandian

ALPHABETICAL INDEX TO JOINT APPENDIX (“J.A.”)

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

vs.

***JED MARGOLIN, an individual,
Respondent.***

Nevada Supreme Court Case Number: 65205

| <u>DOCUMENT</u> | <u>DATE</u> | <u>VOL.</u> | <u>PAGES (J.A.)</u> |
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| <i>Additional Summons on Amended Complaint</i> | Nov. 7, 2011 | I | 182-186 |
| <i>Additional Summons on Amended Complaint</i> | Nov. 7, 2011 | I | 187-191 |
| <i>Affidavit of Service</i> | Nov. 14, 2012 | II | 382 |
| <i>Amended Certificate of Service</i> | Nov. 8, 2011 | I | 192-193 |
| <i>Amended Complaint</i> | Aug. 11, 2011 | I | 169-176 |
| <i>Amended Notice of Entry of Default</i> | Apr. 5, 2013 | III | 458-462 |
| <i>Application for Default Judgment; Memorandum of Points and Authorities in Support Thereof</i> | Apr. 17, 2013 | III | 463-475 |
| <i>Application for Entry of Default</i> | Sept. 14, 2012 | II | 346-353 |
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| <i>Declaration of Adam P. McMillen in Support of Application for Default Judgment</i> | Apr. 17, 2013 | III | 476-493 |
| <i>Declaration of Adam P. McMillen in Support of Plaintiff's Application for Attorney's Fees and Costs</i> | Feb. 20, 2013 | III | 434-441 |
| <i>Declaration of Adam P. McMillen in Support of Plaintiff's Motion for Sanctions Under NRCP 37</i> | Dec. 14, 2012 | II | 390-420 |
| <i>Declaration of Jed Margolin in Support of Application for Default Judgment</i> | Apr. 17, 2013 | III | 494-539 |
| <i>Declaration of Mailing</i> | Mar. 4, 2013 | III | 442-443 |
| <i>Default</i> | Sept. 24, 2012 | II | 354-360 |
| <i>Default</i> | Mar. 28, 2013 | III | 444 |
| <i>Default Judgment</i> | Oct. 31, 2012 | II | 372-374 |
| <i>Default Judgment</i> | June 24, 2013 | III | 540-542 |
| <i>Defendant Reza Zandian's Reply in Support of Motion for Stay of Proceedings to Enforce Judgment Pursuant to NRC 62(B)</i> | Feb. 3, 2014 | IV | 665-671 |
| <i>Defendant Zandian's Motion for Stay of Proceedings to Enforce Judgment Pursuant to NRCP 62(B)</i> | Jan. 2, 2014 | III | 563-569 |

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| <i>Defendant Zandian's Motion to Set Aside Default Judgment</i> | Dec. 20, 2013 | III | 546-562 |
| <i>Defendant Zandian's Reply in Support of Motion to Set Aside Default Judgment</i> | Jan. 23, 2014 | IV | 648-661 |
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| <i>General Denial</i> | Mar. 14, 2012 | II | 314-316 |
| <i>John Peter Lee's Amended Motion to Withdraw from Representation of Defendants Optima Technology Corporations and Zandian</i> | Mar. 14, 2012 | II | 317-322 |
| <i>John Peter Lee's Motion to Withdraw from Representation of Defendant Zandian</i> | Mar. 7, 2012 | II | 306-310 |
| <i>Motion to Dismiss Amended Complaint on Special Appearance</i> | Nov. 17, 2011 | II | 194-293 |
| <i>Motion to Dismiss on a Special Appearance</i> | June 9, 2011 | I | 15-42 |
| <i>Notice of Appeal</i> | Mar. 12, 2014 | IV | 696-756 |
| <i>Notice of Entry of Default</i> | Sept. 27, 2012 | II | 361-371 |
| <i>Notice of Entry of Default</i> | Apr. 3, 2013 | III | 447-451 |
| <i>Notice of Entry of Default Judgment</i> | June 27, 2013 | III | 543-545 |

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| <i>Notice of Entry of Judgment</i> | Nov. 6, 2012 | II | 375-381 |
| <i>Notice of Entry of Order Granting John Peter Lee's Amended Motion to Withdraw from Representation of Defendants Optima Technology Corporations and Reza Zandian</i> | May 9, 2012 | II | 325-328 |
| <i>Notice of Entry of Order (granting plaintiff's motion to compel)</i> | July 2, 2012 | II | 338-345 |
| <i>Notice of Entry of Order (granting motion for sanctions)</i> | Jan. 17, 2013 | II | 423-428 |
| <i>Notice of Entry of Order (granting application for attorney fees/costs)</i> | Apr. 3, 2013 | III | 452-457 |
| <i>Notice of Entry of Order (denying defendant's motion to set aside default judgment)</i> | Feb. 10, 2014 | IV | 682-695 |
| <i>Notice of Intent to Take Default</i> | Mar. 9, 2012 | II | 311-313 |
| <i>Opposition to Motion for Stay of Proceedings to Enforce Judgment Pursuant to NRCP 62(b)</i> | Jan. 17, 2014 | IV | 644-647 |
| <i>Opposition to Motion to Dismiss and Countermotions to Strike and for Leave to Amend Complaint</i> | June 22, 2011 | I | 43-160 |
| <i>Opposition to Motion to Set Aside Default Judgment</i> | Jan. 9, 2014 | III | 570-643 |

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| <i>Order Denying Defendant's Motion to Dismiss</i> | Feb. 21, 2012 | II | 294-302 |
| <i>Order Denying Defendant Zandian's Motion to Set Aside Default Judgment</i> | Feb. 6, 2014 | IV | 672-681 |
| <i>Order Granting John Peter Lee's Amended Motion to Withdraw from Representation of Defendants Optima Technology Corporations and Reza Zandian</i> | Apr. 26, 2012 | II | 323-324 |
| <i>Order Granting Plaintiff's Application for Attorney's Fees and Costs</i> | Mar. 29, 2013 | III | 445-446 |
| <i>Order Granting Plaintiff's Motion for Sanctions Under NRCP 37</i> | Jan. 15, 2013 | II | 421-422 |
| <i>Order Granting Plaintiff's Motion to Compel Appearance of Counsel for Optima Technology Corporations or in the alternative, Motion to Strike General Denial of Optima Technology Corporations</i> | June 28, 2012 | II | 334-337 |
| <i>Order Setting Aside Default, Denying Motion to Dismiss and Granting Extension of Time for Service</i> | Aug. 3, 2011 | I | 165-168 |
| <i>Plaintiff's Application for Attorney's Fees and Costs</i> | Feb. 20, 2013 | III | 429-433 |

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| <i>Plaintiff's Motion for Sanctions Under NRCP 37</i> | Dec. 14, 2012 | II | 383-389 |
| <i>Plaintiff's Motion to Compel Appearance of Counsel for Optima Technology or in the alternative, Motion to Strike General Denial of Optima Technology Corporations</i> | May 15, 2012 | II | 329-333 |
| <i>Reply to Opposition to Motion to Dismiss on a Special Appearance</i> | July 5, 2011 | I | 161-164 |
| <i>Request for Submission and Hearing on Defendant Reza Zandian's Motion to Set Aside Default Judgment</i> | Jan. 23, 2014 | IV | 662-664 |
| <i>Summons</i> | Mar. 9, 2010 | I | 11-14 |
| <i>Summons on Amended Complaint</i> | Nov. 7, 2011 | I | 177-181 |

2/15/13

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ALAN GLOVER

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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

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.**

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

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.**

PLAINTIFF'S APPLICATION FOR
ATTORNEY'S FEES AND COSTS

27 Pursuant to this Court's January 15, 2013 Order Granting Plaintiff's Motion for
28 Sanctions Under NRCP 37, Plaintiff Jed Margolin ("Plaintiff") hereby submits this
Application for Attorney's Fees and Costs.

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **A. BACKGROUND**

3 On December 14, 2012, Jed Margolin filed Plaintiff's Motion for Sanctions Under
4 NRCPC 37 in the above-captioned matter. In its Motion, Plaintiff requested that this Court
5 strike Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM
6 REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
7 GHONONREZA ZANDIAN JAZI's ("Zandian") General Denial and award Plaintiff his fees
8 and costs incurred in bringing the Motion. No opposition to Plaintiff's Motion was filed.

9 On January 15, 2013, this Court entered an Order granting Plaintiff's Motion for
10 Sanctions Under NRCPC 37. In its Order, this Court ordered, that the Denial of Zandian be
11 stricken and that "Plaintiff shall be awarded its fees and costs incurred in bringing his Motion,
12 and file an application for fees and a memorandum of costs relating to his Motion."

13 On December 12, 2012, Plaintiff's counsel spent a total of 4.9 hours drafting the
14 Motion for Sanctions and the accompanying declaration of Adam P. McMillen. McMillen
15 Decl., ¶ 3A. Plaintiff's counsel's hourly rate for this matter is \$300 per-hour. *Id.* The task
16 necessarily required review of legal authorities, chronicling the dispute for the Court,
17 researching, and compiling exhibits for the Motion. *Id.* Also, on December 12, 2012,
18 Plaintiff's counsel's assistant reviewed the draft Motion for Sanctions and declaration of
19 counsel in Support thereof and prepared the exhibits for the Motion. Additionally, on
20 December 14, 2012, counsel's assistant spent .5 revising the draft motion and filing and
21 serving the motion. Counsel's assistant spent 1.5 hours on this project. Her hourly rate as a
22 paralegal for this matter is \$125 per-hour. McMillen Decl., ¶ 3B.

23 On January 8, 2013, Plaintiff's counsel spent a total of 2.8 hours drafting a proposed
24 order on the Motion. McMillen Decl., ¶ 3C. Also on January 8, 2013, counsel's assistant
25 spent .8 hours on this project, determining if a response or opposition had been filed and in
26 preparing a proposed request for submission of the motion. On January 10, 2013, counsel's
27 assistant spent .5 hours revising the request for submission and filing and serving the same;
28 and, on January 16, 2013, the assistant prepared a draft Notice of Entry of Order Granting

1 Sanctions and filed and served the same. Counsel's assistant spent a total of 1.8 hours on this
2 project. McMillen Decl. ¶ 3C. Postage, photocopies and courier costs for filing and serving
3 the Motion equated to \$69.20.

4 **B. ARGUMENT**

5 NRCP 37(d)(2) provides that:

6 If a party . . . fails (2) to serve answers or objections to interrogatories
7 submitted under Rule 33, after proper service of the interrogatories, or (3) to
8 serve a written response to a request for inspection submitted under Rule 34,
9 after proper service of the request, the court in which the action is pending on
10 motion may make such orders in regard to the failure as are just, and among
11 others it may take any action authorized under subparagraphs (A), (B), and (C)
12 of subdivision (b)(2) of this rule.

11 NRCP 37(b)(2) provides that:

12 In lieu of any of the foregoing orders or in addition thereto, the court shall
13 require the party failing to obey the order or the attorney advising that party or
14 both to pay the reasonable expenses, including attorney's fees, caused by the
15 failure

15 As set forth above, the Court has ordered that Plaintiff be awarded his fees and costs
16 incurred in bringing his Motion for Sanctions Under NRCP 37. *See supra*. This Order was
17 reasonable and made pursuant to NRCP 37 and Nevada law. *Id*.

18 As delineated above and in Exhibit 1, Plaintiff's counsel spent a total of 7.7 hours in
19 bringing Plaintiff's Motion For Sanctions Under NRCP 37, which equates to a grand total of
20 \$2,310.00. McMillen Decl., ¶ 4; *see supra*. Counsel's assistant spent a total of 3.3 hours of
21 billable work on this project, which equates to a total of \$412.50. The total of fees requested
22 are therefore \$2,722.50. *Id*. The costs requested are \$69.65. McMillen Decl., ¶ 5. As such,
23 Plaintiff respectfully requests that the Court order that Defendant Zandian pay Plaintiff's fees
24 and costs incurred in bringing its Motion for Sanctions Under NRCP 37 in the total amount of
25 \$2,792.15.

26 **C. CONCLUSION**

27 For all of the foregoing reasons, Plaintiff requests that its Application for Fees and
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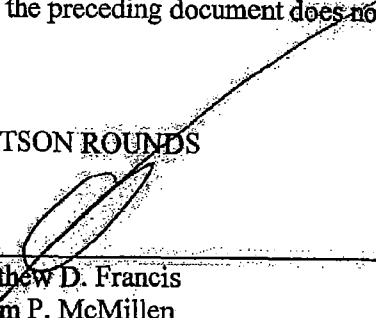
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1 Costs be granted in the manner requested.

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

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

5 DATED this 15 day of February, 2013. WATSON ROUNDS

6
7 By: 
8 Matthew D. Francis
9 Adam P. McMillen
10 5371 Kietzke Lane
11 Reno, NV 89511
12 Telephone: (775) 324-4100
13 Facsimile: (775) 333-8171
14 Attorneys for Plaintiff
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1 CERTIFICATE OF SERVICE

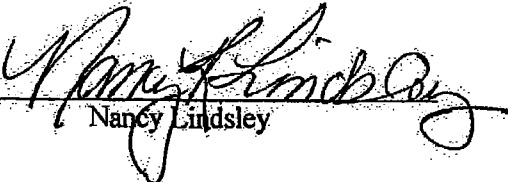
2 Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, PLAINTIFF'S APPLICATION FOR
5 ATTORNEY'S FEES AND COSTS, addressed as follows:

6 Reza Zandian
7 8775 Costa Verde Blvd.
8 San Diego, CA 92122

9 Reza Zandian
10 8775 Costa Verde Blvd, Apt. 501
11 San Diego, CA 92122

12 Alborz Zandian
13 9 Almanzora
14 Newport Beach, CA 92657-1613

15 Dated: February 15, 2013

16 
17 Nancy Lindsley
18
19
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ORIGINAL

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

REC'D & FILED ✓
2013 FEB 20 AM 1:38
ALAN GLOVER
BY DEPUTY 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.

Case No.: 090C00579 1B

Dept. No.: 1

**DECLARATION OF ADAM P.
MCMILLEN IN SUPPORT OF
PLAINTIFF'S APPLICATION FOR
ATTORNEY'S FEES AND COSTS**

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

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

2. I am an attorney responsible for the billings in this case. I can authenticate the following information as true and correct. The time and amount billed has been reviewed and edited and the fees and costs charged are reasonable.

1 3. In its January 14, 2013 Order Granting Plaintiff's Motion for Sanctions Under
2 NRC 37, the Court stated that "Plaintiff shall be awarded his fees and costs incurred in
3 bringing his Motion, and file an application for fees and a memorandum of costs relating to
4 his Motion." The following is a list of the fees and costs specifically relating to Plaintiff's
5 Motion for Sanctions Under NRC 37. A true and correct copy of a redacted client ledger for
6 the following entries is attached hereto as Exhibit 1.

7 3A. On December 12, 2012, Matthew Francis, a partner at Watson Rounds, and I
8 spent a total of 4.9 hours drafting the Motion for Sanctions and the accompanying declaration
9 of Adam P. McMillen. Our hourly rate for this matter is \$300 per-hour. The task necessarily
10 required review of legal authorities, chronicling the discovery dispute for the Court,
11 researching, and compiling exhibits for the Motion. See Exhibit 1.

12 3B. On December 12, 2012, my assistant Nancy Lindsley reviewed the draft
13 Motion for Sanctions and declaration of Adam P. McMillen in Support thereof. Ms. Lindsley
14 also prepared the exhibits for the Motion. Additionally, on December 14, 2012, Ms. Lindsley
15 spent .5 revising the draft motion and filing and serving the motion. Ms. Lindsley spent 1.5
16 hours on this project. Her hourly rate as a paralegal for this matter is \$125 per-hour. See
17 Exhibit 1.

18 3C. On January 8, 2013, Matthew Francis and I spent a total of 2.8 hours drafting a
19 proposed order on the motion. Also on January 8, 2013, Ms. Lindsley spent .8 hours on this
20 project, determining if a response or opposition had been filed and in preparing a proposed
21 request for submission of the motion. On January 10, 2013, Ms. Lindsley spent .5 hours
22 revising the request for submission and filing and serving the same; and, on January 16, 2013,
23 Ms. Lindsley prepared a draft Notice of Entry of Order Granting Sanctions and filed and
24 served the same. Ms. Lindsley spent a total of 1.8 hours on this project. Postage, photocopies
25 and courier costs for filing and serving the Motion equated to \$69.20. See Exhibit 1.

26 4. As delineated above and in Exhibit 1, Matthew Francis and I spent a total of
27 7.7 hours in bringing Plaintiff's Motion For Sanctions Under NRC 37, which equates to a
28 grand total of \$2,310.00. Ms. Lindsley spent a total of 3.3 hours of billable work on this

1 project, which equates to a grand total of \$412.50. The total fees requested are therefore
2 \$2,722.50.

3 5. The costs involved with this project equated to \$69.20. The costs requested are
4 therefore \$69.20.

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

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

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

10 DATED this 15th day of February, 2013.

WATSON ROUNDS

11 By: _____

12 Matthew B. Francis

13 Adam P. McMillen

5371 Kietzke Lane

Reno, NV 89511

14 Telephone: (775) 324-4100

15 Facsimile: (775) 333-8171

16 Attorneys for Plaintiff

17

18

19

20

21

22

23

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25

26

27

28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCF 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, **DECLARATION OF ADAM P. MCMILLEN**
5 **IN SUPPORT OF PLAINTIFF'S APPLICATION FOR ATTORNEY'S FEES AND**
6 **COSTS**, addressed as follows:

7 Reza Zandian
8 8775 Costa Verde Blvd.
9 San Diego, CA 92122

10 Reza Zandian
11 8775 Costa Verde Blvd, Apt. 501
12 San Diego, CA 92122

13 Alborz Zandian
14 9 Almanzora
15 Newport Beach, CA 92657-1613

16 Dated: February 15, 2013.

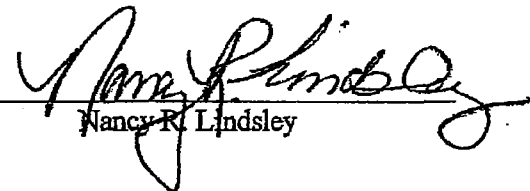
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Nancy R. Lindsley

Exhibit 1

Exhibit 1

| Date | Received From/Paid To Entry # Explanation | Chq# Rec# | ----- General ----- | | Fees | Bld Inv# Acc | Trust Activity | | Balance |
|------|--|--------------|---------------------|-------|------|-------------------|----------------|-------|---------|
| | | | Rcpts | Disbs | | | Rcpts | Disbs | |
| 5457 | Margolin, Jed | | | | | | | | |

REDACTED

| | | | | | | | | | |
|-------------|---|--|--|--|--------|--------|--|--|--|
| Dec 12/2012 | Lawyer: APM 2.60 Hrs X 300.00 | | | | | | | | |
| 1066012 | Draft motion for sanctions against Zandian. | | | | 840.00 | 119477 | | | |
| Dec 12/2012 | Lawyer: APM 0.60 Hrs X 300.00 | | | | | | | | |
| 1066018 | Draft declaration in support of motion for sanctions against Zandian. | | | | 180.00 | 119477 | | | |

| | | | | | | | | | |
|-------------|---|--|--|--|--------|--------|--|--|--|
| Dec 12/2012 | Lawyer: NRL 1.00 Hrs X 125.00 | | | | | | | | |
| 1066032 | Review/proof Motion for Sanctions; and, Declaration of APM in Support of Same; commence compilation of exhibits to declaration. | | | | 125.00 | 119477 | | | |

| | | | | | | | | | |
|-------------|---|--|--|--|--------|--------|--|--|--|
| Dec 13/2012 | Lawyer: MDF 1.50 Hrs X 300.00 | | | | | | | | |
| 1066448 | Review and revise motion for sanctions and McMillen declaration in support thereof/Conference with APM re: same | | | | 450.00 | 119477 | | | |

Watson Rounds
Client Ledger
Dec/ 1/2012 To Feb/11/2013

| Date | Received From/Paid To | Chq# | ----- General ----- | | Fees | Bld ----- Trust Activity ----- | | Balance |
|-------------|--|-------|---------------------|-------|-------|---------------------------------|-----|---------|
| | | | Rec# | Disbs | | Inv# | Acc | |
| Dec 14/2012 | Lawyer: NRL 0.50 Hrs X 125.00 | | | | 62.50 | 119477 | | |
| 1066136 | Revise Motion for Sanctions; file and serve same. | | | | | | | |
| Dec 14/2012 | Expense Recovery | | | | | | | |
| 1066679 | Postage | 15928 | | 5.70 | | 119477 | | |
| Dec 14/2012 | Expense Recovery | | | | | | | |
| 1068233 | Photocopies 114 @ 0.25 - Motion for sanctions/declaration | 15947 | | 28.50 | | 119477 | | |
| Dec 17/2012 | Reno/Carson Messenger Service, Inc | | | | | | | |
| 1067317 | Courier expense | | | 35.00 | | 119477 | | |

REDACTED

| Date | Entry # | Received From/Paid To Explanation | Chq# Rec# | ----- General ----- | | Fees | Bld ----- Trust Activity ----- | | Balance |
|-------------|---------|---|--------------|---------------------|-------|--------|---------------------------------|-----|---------|
| | | | | Rpts | Disbs | | Inv# | Acc | |
| | | 119477 | | | | | | | |
| Jan 8/2013 | 1070095 | Lawyer: APM 0.10 Hrs X 300.00 Draft request for submission of motion for sanctions. | | | | 30.00 | 119936 | | |
| Jan 8/2013 | 1070111 | Lawyer: APM 0.80 Hrs X 300.00 Draft proposed order granting motion for sanctions. | | | | 240.00 | 119936 | | |
| Jan 8/2013 | 1070137 | Lawyer: NRL 0.80 Hrs X 125.00 Telephone conference with Court Clerk to determine if response to Motion for Sanctions had been filed; preparation of of proposed Request for Submission of Motion for Sanctions; review file to determine date General Denial filed; telephone conference with Court Clerk to determine same. | | | | 100.00 | 119936 | | |
| Jan 8/2013 | 1070213 | Lawyer: MDF 1.00 Hrs X 300.00 Review proposed order granting motion for sanctions/Draft and review emails to and from APM re: same/Forward order to APM | | | | 300.00 | 119936 | | |
| Jan 10/2013 | 1070820 | Lawyer: APM 0.40 Hrs X 300.00 Continue drafting proposed order on motion for sanctions against Zandian. | | | | 120.00 | 119936 | | |
| Jan 10/2013 | 1070844 | Lawyer: NRL 0.50 Hrs X 125.00 Revise Request for Submission; serve and file same with proposed Order Granting Motion. | | | | 62.50 | 119936 | | |
| Jan 10/2013 | 1071121 | Lawyer: MDF 0.50 Hrs X 300.00 Review proposed order on motion for sanctions/Conference with APM re: same | | | | 150.00 | 119936 | | |

REDACTED

| | | | | | | | | | |
|-------------|---------|---|--|--|--|-------|--------|--|--|
| Jan 16/2013 | 1071451 | Lawyer: NRL 0.50 Hrs X 125.00 Preparation of draft Notice of Entry of Order Granting Sanctions; serve and file same. | | | | 62.50 | 119936 | | |
|-------------|---------|---|--|--|--|-------|--------|--|--|

REDACTED

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
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ALAN GLOVER
BY *Alan Glover*
DEPUTY

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,**

Case No.: 090C00579 1B

12 vs.

Dept. No.: 1

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

DECLARATION OF MAILING

20 **Defendants.**
21

22 I, NANCY R. LINDSLEY, declare under the penalty of perjury under the laws
23 of the State of Nevada, as follows:

24 1. I am an employee of the law firm of Watson Rounds, P.C. Watson Rounds
25 represents the Plaintiff JED MARGOLIN in connection with the above-captioned matter.

26 2. On February 15, 2013, I deposited for mailing in a sealed envelope with
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28

1 first-class postage prepaid, a true and correct copy of Plaintiff's Application for Attorney's
2 Fees and Costs; and, the Declaration of Adam P. McMillen in Support of Plaintiff's
3 Application for Attorney's Fees and Costs.

4 3. On February 19, 2013, the U.S. Post Office returned the mailings to
5 Watson Rounds, indicating additional postage was required.

6 4. On February 19, 2013, I re-deposited for mailing in sealed envelopes with
7 first-class postage prepaid, a true and correct copy of Plaintiff's Application for Attorney's
8 Fees and Costs; and, the Declaration of Adam P. McMillen in Support of Plaintiff's
9 Application for Attorney's Fees and Costs, addressed as follows:

10 Reza Zandian
11 8775 Costa Verde Blvd.
12 San Diego, CA 92122

13 Reza Zandian
14 8775 Costa Verde Blvd, Apt. 501
15 San Diego, CA 92122

16 Alborz Zandian
17 9 Almanzora
18 Newport Beach, CA 92657-1613

19 EXECUTED at Reno, Nevada this 27th day of February, 2013.

20 
21 Nancy R. Lindsley

REC'D & FILED

March 28, 2013

Date

ALAN GLOVER
CLERK

By: C. GRIBBLE
Deputy

1 Case No. 09 OC 00579 1B

2 Dept. No. I

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4

5

In The First Judicial District Court of the State of Nevada

6

In and for Carson City

7

JED MARGOLIN, an individual,

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Plaintiff,

9

vs.

DEFAULT

10

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,

17

Defendants.

18

19 On January 15, 2013, this Court entered an Order striking the General Denial of
20 Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA
21 ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA
22 ZANDIAN JAZI ("Zandian"). A true and correct copy of said Order is attached hereto as
23 Exhibit 1. Because Zandian's General Denial is stricken, Zandian is in default for failure to
24 plead or otherwise defend as required by law. DEFAULT is therefore entered against
25 Defendant Zandian this 28th day of March, 2013.

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Alan Glover
CLERK OF THE COURT

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BY: C. GRIBBLE
DEPUTY CLERK

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ALAN GLOVER
BY **C. FRANZ** CLERK
DEPUTY

In The First Judicial District Court of the State of Nevada

In and for Carson City

JED MARGOLIN, an individual,

Plaintiff,

vs.

OPTIMA TECHNOLOGY CORPORATION,
a California corporation, 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

ORDER GRANTING PLAINTIFF'S
APPLICATION FOR ATTORNEY'S
FEES AND COSTS

On February 20, 2013, Plaintiff filed his Application for Attorney's Fees and Costs. No
opposition has been filed.

Based on the foregoing and good cause appearing,

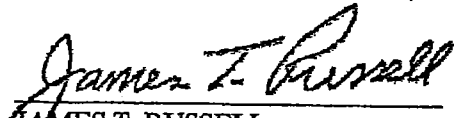
IT IS HEREBY ORDERED that Plaintiff's Application for Attorney's Fees and Costs is
granted;

IT IS FURTHER ORDERED that Plaintiff shall be awarded his fees and costs pursuant

///

1 to his Application for Fees and Costs, in the total amount of \$2,792.15.

2 DATED: This 29th day of March, 2013.

3
4 
5 JAMES T. RUSSELL
6 DISTRICT COURT JUDGE

7 Respectfully Submitted,

8 WATSON ROUNDS
9

10 Matthew D. Francis
11 Adam P. McMillen
12 5371 Kietzke Lane
13 Reno, NV 89511
14 Telephone: (775) 324-4100
15 Facsimile: (775) 333-8171

16 Attorneys for Plaintiff
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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*

REC'D & FILED
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ALAN CLOVER
BY ALAN CLOVER CLERK
DEPUTY

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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

NOTICE OF ENTRY OF DEFAULT

TO: All parties:

PLEASE TAKE NOTICE that on March 28, 2013 the Court entered a Default in the above-referenced matter, against 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 Default.

///

///

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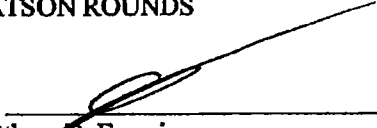
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Affirmation Pursuant to NRS 239B.030

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

DATED: April 2, 2013.

WATSON ROUNDS

By: 
Matthew D. Francis
Adam P. McMillen
Watson Rounds
5371 Kietzke Lane
Reno, NV 89511

Attorneys for Plaintiff Jed Margolin

CERTIFICATE OF SERVICE

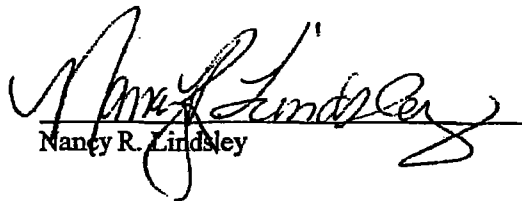
Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Notice of Entry of Default**, addressed as follows:

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

Dated: April 2, 2013



Nancy R. Lindsley

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Exhibit 1

Exhibit 1

REC'D & FILED

March 28, 2013

Date

ALAN GLOVER
CLERK

By C. GRIBBLE
Deputy

1 Case No. 09 OC 00579 1B
2 Dept. No. I

3
4
5 In The First Judicial District Court of the State of Nevada
6 In and for Carson City

7 JED MARGOLIN, an individual,

8 Plaintiff,

9 vs.

DEFAULT

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

21 Defendants.

22 On January 15, 2013, this Court entered an Order striking the General Denial of
23 Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA
24 ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA
25 ZANDIAN JAZI ("Zandian"). A true and correct copy of said Order is attached hereto as
26 Exhibit 1. Because Zandian's General Denial is stricken, Zandian is in default for failure to
27 plead or otherwise defend as required by law. DEFAULT is therefore entered against
28 Defendant Zandian this 28th day of March, 2013.

Alan Glover
CLERK OF THE COURT

BY: C. GRIBBLE
DEPUTY CLERK

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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ALAN GLOVER
BY [Signature] 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

NOTICE OF ENTRY OF ORDER

TO: All parties:

PLEASE TAKE NOTICE that on March 29, 2013, the Court entered its Order Granting Plaintiff's Application for Attorney's Fees and Costs in the above-entitled matter. Attached as Exhibit 1 is a true and correct copy of the Order Granting Plaintiff's Application for Attorney's Fees and Costs.

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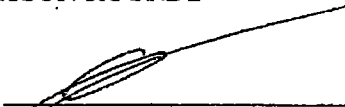
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Affirmation Pursuant to NRS 239B.030

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

DATED: April 2, 2013

WATSON ROUNDS

By: 
Matthew D. Francis
Adam P. McMillen
Watson Rounds
5371 Kietzke Lane
Reno, NV 89511

Attorneys for Plaintiff Jed Margolin

CERTIFICATE OF SERVICE

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Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, Notice of Entry of Order, 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 Almazora
Newport Beach, CA 92657-1613

Dated: April 2, 2013


Nancy R. Lindsley

Exhibit 1

Exhibit 1

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ALAN GLOVER
BY **G. FRANZ** CLERK
DEPUTY

In The First Judicial District Court of the State of Nevada

In and for Carson City

JED MARGOLIN, an individual,

Plaintiff,

vs.

OPTIMA TECHNOLOGY CORPORATION,
a California corporation, 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

ORDER GRANTING PLAINTIFF'S
APPLICATION FOR ATTORNEY'S
FEES AND COSTS

On February 20, 2013, Plaintiff filed his Application for Attorney's Fees and Costs. No
opposition has been filed.

Based on the foregoing and good cause appearing,

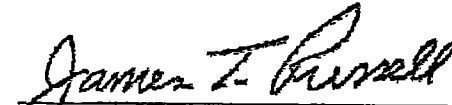
IT IS HEREBY ORDERED that Plaintiff's Application for Attorney's Fees and Costs is
granted;

IT IS FURTHER ORDERED that Plaintiff shall be awarded his fees and costs pursuant

///

1 to his Application for Fees and Costs, in the total amount of \$2,792.15.

2 DATED: This 29th day of March, 2013.

3
4 
5 JAMES T. RUSSELL
DISTRICT COURT JUDGE

6 Respectfully Submitted,

7 WATSON ROUNDS
8
9

10 Matthew D. Francis
11 Adam P. McMillen
12 5371 Kietzke Lane
13 Reno, NV 89511
14 Telephone: (775) 324-4100
15 Facsimile: (775) 333-8171

16 Attorneys for Plaintiff
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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

REC'D & FILED

2013 APR -5 AM 11:46

ALAN GLOVER

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

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

AMENDED NOTICE OF ENTRY
OF DEFAULT

21 TO: All parties:

22 **PLEASE TAKE NOTICE** that on March 28, 2013 the Court entered a Default in the
23 above-referenced matter, against Defendant REZA ZANDIAN, aka GOLAMREZA
24 ZANDIANJAZI, aka GHOLAM REZA ZANDIAN, aka REZA JAZI, aka J. REZA JAZI, aka
25 G. REZA JAZI, aka GHONONRESA ZANDIAN JAZI . Attached as Exhibit 1 is a true and
26 correct copy of such Default.

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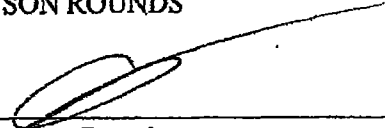
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Affirmation Pursuant to NRS 239B.030

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

DATED: April 4, 2013.

WATSON ROUNDS

By: 
Matthew D. Francis
Adam P. McMillen
Watson Rounds
5371 Kietzke Lane
Reno, NV 89511

Attorneys for Plaintiff Jed Margolin

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CERTIFICATE OF SERVICE

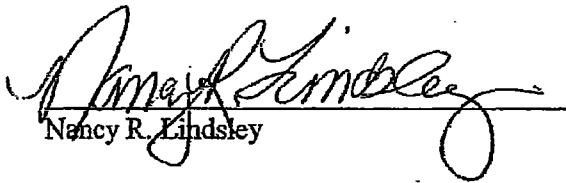
Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Amended Notice of Entry of Default**, addressed as follows:

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

Dated: April 4, 2013



Nancy R. Lindsley

Exhibit 1

Exhibit 1

REC'D & FILED

March 28, 2013

Date

ALAN GLOVER
CLERK

By: C. GRIBBLE

Deputy

1 Case No. 09 OC 00579 1B

2 Dept. No. I

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5

In The First Judicial District Court of the State of Nevada

6

In and for Carson City

7

JED MARGOLIN, an individual,

8

Plaintiff,

9

vs.

DEFAULT

10

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,

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Defendants.

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19

On January 15, 2013, this Court entered an Order striking the General Denial of
Defendant 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"). A true and correct copy of said Order is attached hereto as
Exhibit 1. Because Zandian's General Denial is stricken, Zandian is in default for failure to
plead or otherwise defend as required by law. DEFAULT is therefore entered against
Defendant Zandian this 28th day of March, 2013.

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Alan Glover
CLERK OF THE COURT

BY: C. GRIBBLE
DEPUTY CLERK

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

REC'D & FILED

2013 APR 17 AM 11:39

ALAN GLOVER
BY *J. Margolin*
DEPUTY

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

9 **JED MARGOLIN, an individual,**

10 **Plaintiff,**

11 **vs.**

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

21 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

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

22 Plaintiff Jed Margolin hereby applies for a default judgment pursuant to NRCP
23 55(b)(2) against Defendants Reza Zandian ("Zandian"), Optima Technology Corporation, a
24 Nevada corporation, and Optima Technology Corporation, a California corporation, in the
25 principal amount of \$1,497,328.90, together with interest at the legal rate accruing from the
26 date of default judgment. This Application is based upon the grounds that the Defendants are
27 in default for failure to plead or otherwise defend as required by law.

28 Based on the following arguments and evidence, Plaintiff requests that the Court enter
judgment in his favor, and against Defendants, in the manner set forth in the Attached Default

1 Judgment. Defendants are not infants or incompetent persons, and are not in the military
2 service of the United States as defined by 50 U.S.C. § 521.

3 The facts contained in Plaintiff's Amended Complaint, and further discussed below,
4 warrant entry of Final Judgment against Defendants for conversion, tortious interference with
5 contract, intentional interference with prospective economic advantage, unjust enrichment, and
6 unfair and deceptive trade practices.

7 MEMORANDUM OF POINTS AND AUTHORITIES

8 I. FACTUAL BACKGROUND

9 Plaintiff Jed Margolin is the named inventor on United States Patent No. 5,566,073
10 ("the '073 Patent"), United States Patent No. 5,904,724 ("the '724 Patent"), United States
11 Patent No. 5,978,488 ("the '488 Patent") and United States Patent No. 6,377,436 ("the '436
12 Patent") (collectively "the Patents"). See Amended Complaint, filed 8/11/11, ¶¶ 9-10. In
13 2004, Mr. Margolin granted to Robert Adams, then CEO of Optima Technology, Inc. (later
14 renamed Optima Technology Group (hereinafter "OTG"), a Cayman Islands Corporation
15 specializing in aerospace technology) a Power of Attorney regarding the Patents. *Id.* at ¶ 11.
16 Subsequently, Mr. Margolin assigned the '073 and '724 Patents to OTG and revoked the
17 Power of Attorney. *Id.* at ¶ 13.

18 In May 2006, OTG and Mr. Margolin licensed the '073 and '724 Patents to Geneva
19 Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to a royalty agreement
20 between Mr. Margolin and OTG. *Id.* at ¶ 12. On or about October 2007, OTG licensed the
21 '073 Patent to Honeywell International, Inc., and Mr. Margolin received a royalty payment
22 pursuant to a royalty agreement between Mr. Margolin and OTG. *Id.* at ¶ 14.

23 On or about December 5, 2007, Defendants filed with the U.S. Patent and Trademark
24 Office ("USPTO") fraudulent assignment documents allegedly assigning all four of the Patents
25 to Optima Technology Corporation ("OTC"), a company apparently owned by Defendant
26 Zandian at the time. *Id.* at ¶ 15. Shortly thereafter, on November 9, 2007, Mr. Margolin,
27 Robert Adams, and OTG were named as defendants in the case titled *Universal Avionics*
28 *Systems Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the

1 “Arizona action”). *Id.* at ¶ 17. Zandian was not a party in the Arizona action. Nevertheless,
2 the plaintiff in the Arizona action asserted that Mr. Margolin and OTG were not the owners of
3 the ‘073 and ‘724 Patents, and OTG filed a cross-claim for declaratory relief against Optima
4 Technology Corporation (“OTC”) in order to obtain legal title to the respective patents. *Id.*

5 On August 18, 2008, the United States District Court for the District of Arizona
6 entered a default judgment against OTC and found that OTC had no interest in the ‘073 or
7 ‘724 Patents, and that the assignment documents filed with the USPTO were “forged, invalid,
8 void, of no force and effect.” *Id.* at ¶ 18; *see also* Exhibit B to Zandian’s Motion to Dismiss,
9 dated 11/16/11, on file herein.

10 Due to Defendants’ fraudulent acts, title to the Patents was clouded and interfered with
11 Plaintiff’s and OTG’s ability to license the Patents. *Id.* at ¶ 19. In addition, during the period
12 of time Mr. Margolin worked to correct record title of the Patents in the Arizona action and
13 with the USPTO, he incurred significant litigation and other costs associated with those
14 efforts. *Id.* at ¶ 20.

15 II. PROCEDURAL BACKGROUND

16 Plaintiff filed his Complaint on December 11, 2009, and the Complaint was personally
17 served on Defendant Zandian on February 2, 2010, and on Defendants Optima Technology
18 Corporation, a Nevada corporation, and Optima Technology Corporation, a California
19 corporation on March 21, 2010. Defendant Zandian’s answer to Plaintiff’s Complaint was due
20 on February 22, 2010, but Defendant Zandian did not answer the Complaint or respond in any
21 way. Default was entered against Defendant Zandian on December 2, 2010, and Plaintiff
22 filed and served a Notice of Entry of Default on Defendant Zandian on December 7, 2010 and
23 on his last known attorney on December 16, 2010.

24 The answers of Defendants Optima Technology Corporation, a Nevada corporation,
25 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,
26 but Defendants did not answer the Complaint or respond in any way. Default was entered
27 against Defendants Optima Technology Corporation, a Nevada corporation, and Optima
28 Technology Corporation, a California corporation on December 2, 2010. Plaintiff filed and

1 served a Notice of Entry of Default on the corporate entities on December 7, 2010 and on their
2 last known attorney on December 16, 2010.

3 The defaults were set aside and Defendant Zandian's motion to dismiss was denied on
4 August 3, 2011. On September 27, 2011, this Court ordered that service of process against all
5 Defendants may be made by publication. As manifested by the affidavits of service, filed
6 herein on November 7, 2011, all Defendants were duly served by publication by November
7 2011.

8 On February 21, 2012, the Court denied Zandian's motion to dismiss the Amended
9 Complaint. On March 5, 2012, Zandian served a General Denial to the Amended Complaint.
10 On March 13, 2012, the corporate Defendants served a General Denial to the Amended
11 Complaint.

12 On June 28, 2012, this Court issued an order requiring the corporate Defendants to
13 retain counsel and that counsel must enter an appearance on behalf of the corporate
14 Defendants by July 15, 2012. If no such appearance was entered, the June 28, 2012 order said
15 that the corporate Defendants' General Denial shall be stricken. Since no appearance was
16 made on their behalf, a default was entered against them on September 24, 2012. A notice of
17 entry of default judgment was filed on November 6, 2012.

18 On July 16, 2012, Mr. Margolin served Zandian with Mr. Margolin's First Set of
19 Requests for Admission, First Set of Interrogatories and First Set of Requests for Production of
20 Documents, but Zandian never responded to these discovery requests. As such, on December
21 14, 2012, Mr. Margolin filed and served a Motion for Sanctions pursuant to NRCP 37. In this
22 Motion, Mr. Margolin requested this Court strike the General Denial of Zandian and award
23 Mr. Margolin his fees and costs incurred in bringing the Motion.

24 On January 15, 2013, this Court issued an order striking the General Denial of Zandian
25 and awarding his fees and costs incurred in bringing the NRCP 37 Motion. A default was
26 entered against Zandian on March 28, 2013, and a notice of entry of default judgment was
27 filed on April 5, 2013.

28 Plaintiff now applies for a default judgment against all Defendants.

1 **III. ARGUMENT**

2 NRCP 55(b)(2) allows a party to apply to the Court for a default judgment. As set
3 forth above, defaults have been properly entered against all Defendants. Default was entered
4 against the corporate Defendants because they did not obtain counsel to represent them and
5 they ignored the Court's order to obtain counsel. Default was entered against Zandian as a
6 discovery sanction. When default is entered as a result of a discovery sanction, the non-
7 offending party need only establish a prima facie case in order to obtain a default judgment.
8 *Foster v. Dingwall*, 126 Nev. Adv. Op. 6, 227 P.3d 1042, 1049 (Nev. 2010) (default judgment
9 entered and upheld after pleadings were stricken as a result of discovery sanction). Where a
10 district court enters default, the facts alleged in the pleadings will be deemed admitted. *Id.*,
11 *citing Estate of LoMastro v. American Family Ins.*, 124 Nev. 1060, 1068, 195 P.3d 339, 345 n.
12 14 (2008). Thus, the district court shall consider the allegations deemed admitted to determine
13 whether the non-offending party has established a prima facie case for liability. *Foster*, 126
14 Nev. Adv. Op. 6, 227 P.3d at 1050.

15 The Nevada Supreme Court has defined a "prima facie case" as the "sufficiency of
16 evidence in order to send the question to the jury." *Id.*, *citing Vancheri v. GNLV Corp.*, 105
17 Nev. 417, 420, 777 P.2d 366, 368 (1989). A prima facie case is supported by sufficient
18 evidence when enough evidence is produced to permit a trier of fact to infer the fact at issue
19 and rule in the party's favor. *Foster*, 126 Nev. Adv. Op. 6, 227 P.3d at 1050, *citing Black's*
20 *Law Dictionary* 1310 (9th ed. 2009). Where the non-offending party seeks monetary relief, a
21 prima facie case requires the non-offending party to establish that the offending party's
22 conduct resulted in damages, the amount of which is proven by substantial evidence. *Foster*,
23 126 Nev. Adv. Op. 6, 227 P.3d at 1050, *citing Vancheri v. GNLV Corp.*, 105 Nev. at 420, 777
24 P.2d at 368.

25 As a result, all of the averments in Plaintiff's Complaint, other than those as to the
26 amount of damage, are admitted. *See supra*; *see also* NRCP 8(d). As set forth herein, a prima
27 facie case exists for Plaintiff's claims for relief for each of his causes of action and Plaintiff
28 has presented substantial evidence on the amount of damages he has incurred as a result of

1 Defendants' various tortious actions. *See supra.*; *see also* Amended Complaint; Declaration of
2 Jed Margolin in Support of Application for Default Judgment ("Margolin Decl."), dated
3 3/27/13, ¶ 3, Exhibit 2. As such, Plaintiff respectfully requests that judgment be entered in the
4 manner set forth in the proposed Default Judgment filed and served herewith.

5 **A. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
6 **SUPPORT HIS CLAIM FOR CONVERSION**

7 Conversion is "a distinct act of dominion wrongfully exerted over another's personal
8 property in denial of, or inconsistent with his title or rights therein or in derogation, exclusion,
9 or defiance of such title or rights." *Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606
10 (2002), *quoting Wantz v. Redfield*, 74 Nev. 196, 198 (1958)). Further, conversion is an act of
11 general intent, which does not require wrongful intent and is not excused by care, good faith,
12 or lack of knowledge. *Id.*, *citing Bader v. Cerri*, 96 Nev. 352, 357 n. 1 (1980). Conversion
13 applies to intangible property to the same extent it applies to tangible property. *See M.C.*
14 *Multi-Family Development, L.L.C. v. Crestdale Associates, Ltd.*, 193 P.3d 536 (Nev. 2008),
15 *citing Kremen v. Cohen*, 337 F.3d 1024, 1030 (9th Cir.2003)(expressly rejecting the rigid
16 limitation that personal property must be tangible in order to be the subject of a conversion
17 claim).

18 When a conversion causes "a serious interference to a party's rights in his property ...
19 the injured party should receive full compensation for his actual losses." *Winchell v. Schiff*,
20 193 P.3d 946, 950-951 (2008), *quoting Bader*, 96 Nev. at 356, overruled on other grounds by
21 *Evans*, 116 Nev. at 608, 611. The return of the property converted does not nullify the
22 conversion. *Bader*, 96 Nev. at 356.

23 As set forth in the Amended Complaint, Mr. Margolin owned the '488 and '436
24 Patents, and had a royalty interest in the '073 and '724 Patents. Complaint, ¶¶ 9-14.
25 Defendants filed false assignment documents with the USPTO in order to gain dominion over
26 the Patents. *Id.*, ¶ 15; Margolin Decl., Exhibit 2. Defendants failed to pay Mr. Margolin for
27 interfering with his property rights in the Patents. *Id.* at ¶¶ 22-24. Defendants' retention of
28 Mr. Margolin's Patents is inconsistent with his ownership interest therein and defied his legal

1 rights thereto. *Id.* As a direct and proximate result of Defendants' conversion of Mr.
2 Margolin's Patents, Mr. Margolin has suffered damages in the amount of \$300,000, which
3 includes the amount Mr. Margolin paid in attorneys' fees in the Arizona Action where the
4 Court ordered that the USPTO correct record title to the Patents (plus pre-judgment interest
5 and costs – discussed below). Margolin Decl., ¶ 4, Exhibit 3.

6 The \$300,000 in damages also consists of \$210,000 that would have been paid to
7 Plaintiff pursuant to a patent purchase agreement that was terminated as a result of the
8 Defendants' actions as stated in the Amended Complaint. *See* Margolin Decl., ¶ 5. Plaintiff
9 will provide documentation or specific details of the purchase agreement to the Court *in*
10 *camera* because of the confidentiality provisions in the agreement. *Id.* Also, Plaintiff can
11 state that on April 14, 2008, OTG entered into a purchase agreement to sell the '073 and '724
12 patents to another entity which would have netted Plaintiff \$210,000 on the sale of the
13 Patents. *Id.*; *see also* Amended Complaint, ¶¶ 11-14 (showing royalty agreement). The
14 purchase agreement also included a provision for post-patent sale royalty payments which
15 would have provided additional substantial income to the Plaintiff, which post-patent sale
16 royalty payment damages are not being claimed here. *Id.* Finally, the April 14, 2008 purchase
17 agreement provided the purchasing entity an opportunity to conduct due diligence regarding
18 the Arizona Action prior to consummation of the sale. *Id.* On June 13, 2008, the purchasing
19 entity wrote OTG and stated that they had completed their due diligence investigation and
20 determined that the Patents and/or the Arizona Action were not acceptable and therefore the
21 purchase agreement was terminated. *Id.* Thus, the purchase agreement was terminated
22 because of Defendants' actions as stated herein and in the Amended Complaint. *Id.*

23 Mr. Margolin has stated a claim for conversion and presented evidence to support that
24 claim and resulting damages.

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

27 "In Nevada, an action for intentional interference with contract requires: (1) a valid and
28 existing contract; (2) the defendant's knowledge of the contract; (3) intentional acts intended or

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

7 Here, the facts alleged in the Amended Complaint and admitted by Defendants prove
8 that Defendants intentionally interfered with Mr. Margolin's contract with OTG for the
9 payment of royalties by filing false assignment documents with the USPTO. Amended
10 Complaint, ¶¶ 26-30. Because the loss of title to the Patents prevented Mr. Margolin and OTG
11 from licensing the Patents, no royalties were paid. The illegal act of filing "forged, invalid
12 [and] void" documents with the USPTO support that Defendants had the requisite intent to
13 interfere with Mr. Margolin's contract to collect royalties. *See* Margolin Decl., Exhibit 2. As
14 a direct and proximate result of Defendants' interference of Plaintiff's contract with OTG,
15 Plaintiff has suffered damages in the amount of \$300,000, as related above.

16 **C. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
17 **SUPPORT HIS CLAIM FOR INTENTIONAL INTERFERENCE WITH**
18 **PROSPECTIVE ECONOMIC ADVANTAGE**

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

24 As alleged in the Amended Complaint, Mr. Margolin and OTG had already licensed
25 the '073 and '724 Patents and were engaging in negotiations with other prospective licensees
26 of the Patents when Defendants filed the fraudulent assignment documents with the USPTO
27 with the intent to disrupt the prospective business. Complaint, ¶¶ 32-35. As a result of
28

1 Defendants' acts, Plaintiff's prospective business relationships were disrupted and Plaintiff has
2 suffered damages in the amount of \$300,000, as stated above.

3 **D. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
4 **SUPPORT HIS CLAIM FOR UNJUST ENRICHMENT**

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

13 As set forth above and in the Amended Complaint, Mr. Margolin conferred a benefit
14 on Defendants when Defendants took record title of the Patents. *See* Amended Complaint, ¶
15 15. Defendants retained this benefit for approximately eight months and failed to provide any
16 payment for title to the Patents. *Id.* at ¶¶ 15-18. As a direct result of Defendants' unjust
17 retention of the benefit, Plaintiff suffered damages in the amount of \$300,000, as related
18 above.

19 **E. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
20 **SUPPORT HIS CLAIM FOR UNFAIR TRADE PRACTICES**

21 Under N.R.S. § 598.0915, knowingly making a false representation as to affiliation,
22 connection, association with another person, or knowingly making a false representation in the
23 course of business constitutes unfair trade practices. By filing a fraudulent assignment
24 document with the USPTO, Defendants knowingly made a false representation to the USPTO
25 that Mr. Margolin and OTG had assigned the Patents to Defendants. *See* Amended Complaint,
26 ¶¶ 15, 42-43. As a result of Defendants' false representation, Mr. Margolin was deprived of
27 his ownership interests in the Patents for a period of approximately eight months.

28 The United States District Court for the District of Arizona ruled that OTC had no
interest in the '073 or '724 Patents, and that the assignment documents Defendants filed with

1 the USPTO were “forged, invalid, void, of no force and effect.” Margolin Decl., Exhibit 2.
2 Accordingly, Plaintiff has stated a claim for deceptive trade practices and has presented
3 evidence to support that claim and the resulting damages in the amount of \$300,000, as stated
4 above.

5 In addition, Plaintiff’s damages should be trebled pursuant to NRS 598.0999(3), which
6 states as follows:

7 The court may require the natural person, firm, or officer or managing agent of
8 the corporation or association to pay to the aggrieved party damages on all
9 profits derived from the knowing and willful engagement in a deceptive trade
10 practice and treble damages on all damages suffered by reason of the deceptive
11 trade practice.

12 *Id.* Accordingly, Plaintiff’s \$300,000 in damages should be trebled to \$900,000.

13 Also, Plaintiff is entitled to his attorney’s fees and costs in this action pursuant to NRS
14 598.0999(3), which states: “The court in any such action may, in addition to any other relief or
15 reimbursement, award reasonable attorney’s fees and costs.” Plaintiff’s attorney’s fees in this
16 case are \$83,761.25 to date. McMillen Declaration (“McMillen Decl.”), ¶ 2. Plaintiff’s costs
17 in this case are \$25,021.96. McMillen Decl., ¶ 3. The total fees and costs in this case are
18 \$108,783.21. As stated in the McMillen Decl., Plaintiff will provide its ledger *in camera* to
19 the Court for review. *Id.*

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

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

22 When there is no express contract in writing fixing a different rate of interest,
23 interest must be allowed at a rate equal to the prime rate at the largest bank in
24 Nevada, as ascertained by the Commissioner of Financial Institutions, on
25 January 1, or July 1, as the case may be, immediately preceding the date of the
26 transaction, plus 2 percent, upon all money from the time it becomes due....

27 *Id.*

28 In Nevada, the prejudgment interest rate on an award is the rate in effect at the time the
contract between the parties was signed. *Kerala Properties, Inc. v. Familian*, 122 Nev. 601,
604 (2006). As set forth above, Defendants committed the tortious acts on December 12,
2007. *See supra*. The controlling interest rate as of July 1, 2007 was 8.25%. *See* McMillen

1 Decl., Exhibit 1 (Prime Interest Rate table and information from the Nevada Division of
2 Financial Institutions). As a result, the proper interest rate for calculating prejudgment interest
3 is 10.25%. *Id.*; NRS 99.040.

4 As of December 12, 2007, the amount of \$900,000 was due and owing to Mr.
5 Margolin. Margolin Decl., ¶ 4, Exhibit 3. As a result, that amount has been due and owing for
6 at least 1,933 days (December 12, 2007 to March 27, 2013). The prejudgment interest amount
7 is therefore \$488,545.89 (.1025 x 1,933 days x \$900,000 divided by 365).

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

9 NRS 18.020(1)-(3) provides, in pertinent part:

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

15 *Id.*

16 If the Court grants this Application, Mr. Margolin will be the prevailing party under
17 NRS 18.020 and will therefore be entitled to costs thereunder. As discussed herein and in the
18 Complaint, Mr. Margolin is seeking to recover the value of property valued in excess of
19 \$2,500 as well as money and damages in the amount of \$900,000.

20 To date, Mr. Margolin has incurred costs in the amount of \$25,021.96. McMillen
21 Decl., ¶ 3.

22 **G. IN THE EVENT THE COURT IS NOT INCLINED TO ENTER
23 DEFAULT JUDGMENT AGAINST DEFENDANTS IN THE AMOUNT
24 AND MANNER REQUESTED, MR. MARGOLIN REQUESTS ORAL
ARGUMENT ON ITS APPLICATION**

25 NRCP 55(b)(2) provides in pertinent part: “[i]f, in order to enable the court to enter
26 judgment or to carry it into effect, it is necessary to take an account or to determine the amount
27 of damages or to establish the truth of any averment by evidence or to make an investigation of
28 any other matter, the court may conduct such hearings or order such references as it deems

1 necessary and proper....” *Id.* In the event the Court is not inclined to grant the requested
2 relief and enter the Proposed Default Judgment in Mr. Margolin’s favor based on this
3 Application alone, Mr. Margolin respectfully requests that oral argument be heard on this
4 matter and on Mr. Margolin’s claims for relief.

5 **IV. CONCLUSION**

6 In light of the foregoing, Plaintiff respectfully requests that this Application for Default
7 Judgment be granted, and the attached Default Judgment entered. As stated above, Plaintiff is
8 entitled to treble damages in the amount of \$900,000; prejudgment interest in the amount of
9 \$488,545.89; attorney’s fees in the amount of \$83,761.25; and costs in the amount of
10 \$25,021.96; for a total judgment of \$1,497,328.90.

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

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

14 Dated this 16th day of April, 2013.

15 BY: 

16 Matthew D. Francis (6978)
17 Adam P. McMillen (10678)
18 WATSON ROUNDS
19 5371 Kietzke Lane
20 Reno, NV 89511
21 Telephone: 775-324-4100
22 Facsimile: 775-333-8171
23 *Attorneys for Plaintiff Jed Margolin*
24
25
26
27
28

CERTIFICATE OF SERVICE

Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Application for Default Judgment**, addressed as follows:

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

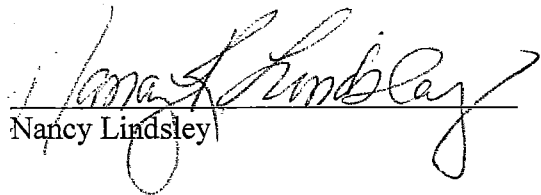
Optima Technology Corp.
A Nevada corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

Optima Technology Corp.
A California corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Optima Technology Corp.
A Nevada corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Dated: April 16, 2013


Nancy Lindsley

~~4/16/13~~

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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Alan Glover
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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

DECLARATION OF ADAM P.
MCMILLEN IN SUPPORT OF
APPLICATION FOR DEFAULT
JUDGMENT

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

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

2. To date, Plaintiff has incurred billed and unbilled fees in the amount of \$83,761.25. A true and correct copy of a printout from the Watson Rounds client ledger will

1 be provided to the Court *in camera*. As a result, the total amount of fees incurred in this action
2 to date total \$83,761.25.

3 3. To date, Plaintiff has incurred billed and unbilled costs in the amount of
4 \$25,021.96. A true and correct copy of a printout from the Watson Rounds client ledger will
5 be provided to the Court *in camera*. As a result, the total amount of costs incurred in this
6 action to date total \$25,021.96.

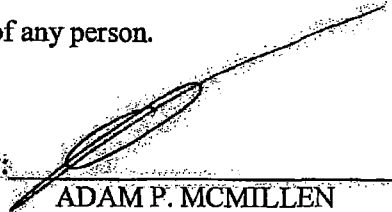
7 4. A true and correct copy of the Prime Interest Rate as published by the Nevada
8 Division of Financial Institutions is attached hereto as Exhibit 1.

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

11 **AFFIRMATION**

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

14 Dated this 16th day of April, 2013.

15 By: 
16 ADAM P. MCMILLEN

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CERTIFICATE OF SERVICE

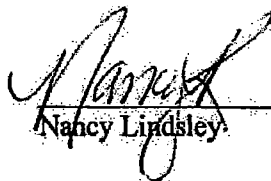
Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **DECLARATION OF ADAM P. MCMILLEN IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT**,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

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

Optima Technology Corp.
A California corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Optima Technology Corp.
A Nevada corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Dated: April 16, 2013



Nancy Lindsley

Exhibit 1

Exhibit 1

PRIME INTEREST RATE

NRS 99.040(1) requires:

"When there is no express contract in writing fixing a different rate of interest, interest must be allowed at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1, or July 1, as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due, . . ."

Following is the prime rate as ascertained by the Commissioner of Financial Institutions:

| | | | |
|-----------------|---------------|--------------|--------|
| January 1, 2013 | 3.25% | July 1, 2012 | 3.25% |
| January 1, 2012 | 3.25% | July 1, 2011 | 3.25% |
| January 1, 2011 | 3.25% | July 1, 2010 | 3.25% |
| January 1, 2010 | 3.25% | July 1, 2009 | 3.25% |
| January 1, 2009 | 3.25% | July 1, 2008 | 5.00% |
| January 1, 2008 | 7.25% | July 1, 2007 | 8.25% |
| January 1, 2007 | 8.25% | July 1, 2006 | 8.25% |
| January 1, 2006 | 7.25% | July 1, 2005 | 6.25% |
| January 1, 2005 | 5.25% | July 1, 2004 | 4.25% |
| January 1, 2004 | 4.00% | July 1, 2003 | 4.00% |
| January 1, 2003 | 4.25% | July 1, 2002 | 4.75% |
| January 1, 2002 | 4.75% | July 1, 2001 | 6.75% |
| January 1, 2001 | 9.50% | July 1, 2000 | 9.50% |
| January 1, 2000 | 8.25% | July 1, 1999 | 7.75% |
| January 1, 1999 | 7.75% | July 1, 1998 | 8.50% |
| January 1, 1998 | 8.50% | July 1, 1997 | 8.50% |
| January 1, 1997 | 8.25% | July 1, 1996 | 8.25% |
| January 1, 1996 | 8.50% | July 1, 1995 | 9.00% |
| January 1, 1995 | 8.50% | July 1, 1994 | 7.25% |
| January 1, 1994 | 6.00% | July 1, 1993 | 6.00% |
| January 1, 1993 | 6.00% | July 1, 1992 | 6.50% |
| January 1, 1992 | 6.50% | July 1, 1991 | 8.50% |
| January 1, 1991 | 10.00% | July 1, 1990 | 10.00% |
| January 1, 1990 | 10.50% | July 1, 1989 | 11.00% |
| January 1, 1989 | 10.50% | July 1, 1988 | 9.00% |
| January 1, 1988 | 8.75% | July 1, 1987 | 8.25% |
| January 1, 1987 | Not Available | | |

* Attorney General Opinion No. 98-20:

If clearly authorized by the creditor, a collection agency may collect whatever interest on a debt its creditor would be authorized to impose. A collection agency may not impose interest on any account or debt where the creditor has agreed not to impose interest or has otherwise indicated an intent not to collect interest. Simple interest may be imposed at the rate established in NRS 99.040 from the date the debt becomes due on any debt where there is no written contract fixing a different rate of interest, unless the account is an open or store accounts as discussed herein. In the case of open or store accounts, interest may be imposed or awarded only by a court of competent jurisdiction in an action over the debt.

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8 *Attorneys for Plaintiff Jed Margolin*

REC'D & FILED

2013 APR 17 AM 11:39

BLAN GLOVER
DEPUTY

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

11 **JED MARGOLIN, an individual,**

12 **Plaintiff,**

13 **vs.**

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

25 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

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

26 Plaintiff Jed Margolin hereby applies for a default judgment pursuant to NRC
27 55(b)(2) against Defendants Reza Zandian ("Zandian"), Optima Technology Corporation, a
28 Nevada corporation, and Optima Technology Corporation, a California corporation, in the
principal amount of \$1,497,328.90, together with interest at the legal rate accruing from the
date of default judgment. This Application is based upon the grounds that the Defendants are
in default for failure to plead or otherwise defend as required by law.

Based on the following arguments and evidence, Plaintiff requests that the Court enter
judgment in his favor, and against Defendants, in the manner set forth in the Attached Default

1 Judgment. Defendants are not infants or incompetent persons, and are not in the military
2 service of the United States as defined by 50 U.S.C. § 521.

3 The facts contained in Plaintiff's Amended Complaint, and further discussed below,
4 warrant entry of Final Judgment against Defendants for conversion, tortious interference with
5 contract, intentional interference with prospective economic advantage, unjust enrichment, and
6 unfair and deceptive trade practices.

7 **MEMORANDUM OF POINTS AND AUTHORITIES**

8 **L. FACTUAL BACKGROUND**

9 Plaintiff Jed Margolin is the named inventor on United States Patent No. 5,566,073
10 ("the '073 Patent"), United States Patent No. 5,904,724 ("the '724 Patent"), United States
11 Patent No. 5,978,488 ("the '488 Patent") and United States Patent No. 6,377,436 ("the '436
12 Patent") (collectively "the Patents"). See Amended Complaint, filed 8/11/11, ¶¶ 9-10. In
13 2004, Mr. Margolin granted to Robert Adams, then CEO of Optima Technology, Inc. (later
14 renamed Optima Technology Group (hereinafter "OTG"), a Cayman Islands Corporation
15 specializing in aerospace technology) a Power of Attorney regarding the Patents. *Id.* at ¶ 11.
16 Subsequently, Mr. Margolin assigned the '073 and '724 Patents to OTG and revoked the
17 Power of Attorney. *Id.* at ¶ 13.

18 In May 2006, OTG and Mr. Margolin licensed the '073 and '724 Patents to Geneva
19 Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to a royalty agreement
20 between Mr. Margolin and OTG. *Id.* at ¶ 12. On or about October 2007, OTG licensed the
21 '073 Patent to Honeywell International, Inc., and Mr. Margolin received a royalty payment
22 pursuant to a royalty agreement between Mr. Margolin and OTG. *Id.* at ¶ 14.

23 On or about December 5, 2007, Defendants filed with the U.S. Patent and Trademark
24 Office ("USPTO") fraudulent assignment documents allegedly assigning all four of the Patents
25 to Optima Technology Corporation ("OTC"), a company apparently owned by Defendant
26 Zandian at the time. *Id.* at ¶ 15. Shortly thereafter, on November 9, 2007, Mr. Margolin,
27 Robert Adams, and OTG were named as defendants in the case titled *Universal Avionics*
28 *Systems Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the

1 “Arizona action”). *Id.* at ¶ 17. Zandian was not a party in the Arizona action. Nevertheless,
2 the plaintiff in the Arizona action asserted that Mr. Margolin and OTG were not the owners of
3 the ‘073 and ‘724 Patents, and OTG filed a cross-claim for declaratory relief against Optima
4 Technology Corporation (“OTC”) in order to obtain legal title to the respective patents. *Id.*

5 On August 18, 2008, the United States District Court for the District of Arizona
6 entered a default judgment against OTC and found that OTC had no interest in the ‘073 or
7 ‘724 Patents, and that the assignment documents filed with the USPTO were “forged, invalid,
8 void, of no force and effect.” *Id.* at ¶ 18; *see also* Exhibit B to Zandian’s Motion to Dismiss,
9 dated 11/16/11, on file herein.

10 Due to Defendants’ fraudulent acts, title to the Patents was clouded and interfered with
11 Plaintiff’s and OTG’s ability to license the Patents. *Id.* at ¶ 19. In addition, during the period
12 of time Mr. Margolin worked to correct record title of the Patents in the Arizona action and
13 with the USPTO, he incurred significant litigation and other costs associated with those
14 efforts. *Id.* at ¶ 20.

15 II. PROCEDURAL BACKGROUND

16 Plaintiff filed his Complaint on December 11, 2009, and the Complaint was personally
17 served on Defendant Zandian on February 2, 2010, and on Defendants Optima Technology
18 Corporation, a Nevada corporation, and Optima Technology Corporation, a California
19 corporation on March 21, 2010. Defendant Zandian’s answer to Plaintiff’s Complaint was due
20 on February 22, 2010, but Defendant Zandian did not answer the Complaint or respond in any
21 way. Default was entered against Defendant Zandian on December 2, 2010, and Plaintiff
22 filed and served a Notice of Entry of Default on Defendant Zandian on December 7, 2010 and
23 on his last known attorney on December 16, 2010.

24 The answers of Defendants Optima Technology Corporation, a Nevada corporation,
25 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,
26 but Defendants did not answer the Complaint or respond in any way. Default was entered
27 against Defendants Optima Technology Corporation, a Nevada corporation, and Optima
28 Technology Corporation, a California corporation on December 2, 2010. Plaintiff filed and

1 served a Notice of Entry of Default on the corporate entities on December 7, 2010 and on their
2 last known attorney on December 16, 2010.

3 The defaults were set aside and Defendant Zandian's motion to dismiss was denied on
4 August 3, 2011. On September 27, 2011, this Court ordered that service of process against all
5 Defendants may be made by publication. As manifested by the affidavits of service, filed
6 herein on November 7, 2011, all Defendants were duly served by publication by November
7 2011.

8 On February 21, 2012, the Court denied Zandian's motion to dismiss the Amended
9 Complaint. On March 5, 2012, Zandian served a General Denial to the Amended Complaint.
10 On March 13, 2012, the corporate Defendants served a General Denial to the Amended
11 Complaint.

12 On June 28, 2012, this Court issued an order requiring the corporate Defendants to
13 retain counsel and that counsel must enter an appearance on behalf of the corporate
14 Defendants by July 15, 2012. If no such appearance was entered, the June 28, 2012 order said
15 that the corporate Defendants' General Denial shall be stricken. Since no appearance was
16 made on their behalf, a default was entered against them on September 24, 2012. A notice of
17 entry of default judgment was filed on November 6, 2012.

18 On July 16, 2012, Mr. Margolin served Zandian with Mr. Margolin's First Set of
19 Requests for Admission, First Set of Interrogatories and First Set of Requests for Production of
20 Documents, but Zandian never responded to these discovery requests. As such, on December
21 14, 2012, Mr. Margolin filed and served a Motion for Sanctions pursuant to NRCP 37. In this
22 Motion, Mr. Margolin requested this Court strike the General Denial of Zandian and award
23 Mr. Margolin his fees and costs incurred in bringing the Motion.

24 On January 15, 2013, this Court issued an order striking the General Denial of Zandian
25 and awarding his fees and costs incurred in bringing the NRCP 37 Motion. A default was
26 entered against Zandian on March 28, 2013, and a notice of entry of default judgment was
27 filed on April 5, 2013.

28 Plaintiff now applies for a default judgment against all Defendants.

1 III. ARGUMENT

2 NRCp 55(b)(2) allows a party to apply to the Court for a default judgment. As set
3 forth above, defaults have been properly entered against all Defendants. Default was entered
4 against the corporate Defendants because they did not obtain counsel to represent them and
5 they ignored the Court's order to obtain counsel. Default was entered against Zandian as a
6 discovery sanction. When default is entered as a result of a discovery sanction, the non-
7 offending party need only establish a prima facie case in order to obtain a default judgment.
8 *Foster v. Dingwall*, 126 Nev. Adv. Op. 6, 227 P.3d 1042, 1049 (Nev. 2010) (default judgment
9 entered and upheld after pleadings were stricken as a result of discovery sanction). Where a
10 district court enters default, the facts alleged in the pleadings will be deemed admitted. *Id.*,
11 *citing Estate of LoMastro v. American Family Ins.*, 124 Nev. 1060, 1068, 195 P.3d 339, 345 n.
12 14 (2008). Thus, the district court shall consider the allegations deemed admitted to determine
13 whether the non-offending party has established a prima facie case for liability. *Foster*, 126
14 Nev. Adv. Op. 6, 227 P.3d at 1050.

15 The Nevada Supreme Court has defined a "prima facie case" as the "sufficiency of
16 evidence in order to send the question to the jury." *Id.*, *citing Vancheri v. GNLV Corp.*, 105
17 Nev. 417, 420, 777 P.2d 366, 368 (1989). A prima facie case is supported by sufficient
18 evidence when enough evidence is produced to permit a trier of fact to infer the fact at issue
19 and rule in the party's favor. *Foster*, 126 Nev. Adv. Op. 6, 227 P.3d at 1050, *citing Black's*
20 *Law Dictionary* 1310 (9th ed. 2009). Where the non-offending party seeks monetary relief, a
21 prima facie case requires the non-offending party to establish that the offending party's
22 conduct resulted in damages, the amount of which is proven by substantial evidence. *Foster*,
23 126 Nev. Adv. Op. 6, 227 P.3d at 1050, *citing Vancheri v. GNLV Corp.*, 105 Nev. at 420, 777
24 P.2d at 368.

25 As a result, all of the averments in Plaintiff's Complaint, other than those as to the
26 amount of damage, are admitted. *See supra*; *see also* NRCp 8(d). As set forth herein, a prima
27 facie case exists for Plaintiff's claims for relief for each of his causes of action and Plaintiff
28 has presented substantial evidence on the amount of damages he has incurred as a result of

1 Defendants' various tortious actions. *See supra.*; *see also* Amended Complaint; Declaration of
2 Jed Margolin in Support of Application for Default Judgment ("Margolin Decl."), dated
3 3/27/13, ¶ 3, Exhibit 2. As such, Plaintiff respectfully requests that judgment be entered in the
4 manner set forth in the proposed Default Judgment filed and served herewith.

5 **A. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
6 **SUPPORT HIS CLAIM FOR CONVERSION**

7 Conversion is "a distinct act of dominion wrongfully exerted over another's personal
8 property in denial of, or inconsistent with his title or rights therein or in derogation, exclusion,
9 or defiance of such title or rights." *Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606
10 (2002), *quoting Wantz v. Redfield*, 74 Nev. 196, 198 (1958)). Further, conversion is an act of
11 general intent, which does not require wrongful intent and is not excused by care, good faith,
12 or lack of knowledge. *Id.*, *citing Bader v. Cerri*, 96 Nev. 352, 357 n. 1 (1980). Conversion
13 applies to intangible property to the same extent it applies to tangible property. *See M.C.*
14 *Multi-Family Development, L.L.C. v. Crestdale Associates, Ltd.*, 193 P.3d 536 (Nev. 2008),
15 *citing Kremen v. Cohen*, 337 F.3d 1024, 1030 (9th Cir.2003)(expressly rejecting the rigid
16 limitation that personal property must be tangible in order to be the subject of a conversion
17 claim).

18 When a conversion causes "a serious interference to a party's rights in his property ...
19 the injured party should receive full compensation for his actual losses." *Winchell v. Schiff*,
20 193 P.3d 946, 950-951 (2008), *quoting Bader*, 96 Nev. at 356, overruled on other grounds by
21 *Evans*, 116 Nev. at 608, 611. The return of the property converted does not nullify the
22 conversion. *Bader*, 96 Nev. at 356.

23 As set forth in the Amended Complaint, Mr. Margolin owned the '488 and '436
24 Patents, and had a royalty interest in the '073 and '724 Patents. Complaint, ¶¶ 9-14.
25 Defendants filed false assignment documents with the USPTO in order to gain dominion over
26 the Patents. *Id.*, ¶ 15; Margolin Decl., Exhibit 2. Defendants failed to pay Mr. Margolin for
27 interfering with his property rights in the Patents. *Id.* at ¶¶ 22-24. Defendants' retention of
28 Mr. Margolin's Patents is inconsistent with his ownership interest therein and defied his legal

1 rights thereto. *Id.* As a direct and proximate result of Defendants' conversion of Mr.
2 Margolin's Patents, Mr. Margolin has suffered damages in the amount of \$300,000, which
3 includes the amount Mr. Margolin paid in attorneys' fees in the Arizona Action where the
4 Court ordered that the USPTO correct record title to the Patents (plus pre-judgment interest
5 and costs – discussed below). Margolin Decl., ¶ 4, Exhibit 3.

6 The \$300,000 in damages also consists of \$210,000 that would have been paid to
7 Plaintiff pursuant to a patent purchase agreement that was terminated as a result of the
8 Defendants' actions as stated in the Amended Complaint. *See* Margolin Decl., ¶ 5. Plaintiff
9 will provide documentation or specific details of the purchase agreement to the Court *in*
10 *camera* because of the confidentiality provisions in the agreement. *Id.* Also, Plaintiff can
11 state that on April 14, 2008, OTG entered into a purchase agreement to sell the '073 and '724
12 patents to another entity which would have netted Plaintiff \$210,000 on the sale of the
13 Patents. *Id.*; *see also* Amended Complaint, ¶¶ 11-14 (showing royalty agreement). The
14 purchase agreement also included a provision for post-patent sale royalty payments which
15 would have provided additional substantial income to the Plaintiff, which post-patent sale
16 royalty payment damages are not being claimed here. *Id.* Finally, the April 14, 2008 purchase
17 agreement provided the purchasing entity an opportunity to conduct due diligence regarding
18 the Arizona Action prior to consummation of the sale. *Id.* On June 13, 2008, the purchasing
19 entity wrote OTG and stated that they had completed their due diligence investigation and
20 determined that the Patents and/or the Arizona Action were not acceptable and therefore the
21 purchase agreement was terminated. *Id.* Thus, the purchase agreement was terminated
22 because of Defendants' actions as stated herein and in the Amended Complaint. *Id.*

23 Mr. Margolin has stated a claim for conversion and presented evidence to support that
24 claim and resulting damages.

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

27 "In Nevada, an action for intentional interference with contract requires: (1) a valid and
28 existing contract; (2) the defendant's knowledge of the contract; (3) intentional acts intended or

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

7 Here, the facts alleged in the Amended Complaint and admitted by Defendants prove
8 that Defendants intentionally interfered with Mr. Margolin's contract with OTG for the
9 payment of royalties by filing false assignment documents with the USPTO. Amended
10 Complaint, ¶¶ 26-30. Because the loss of title to the Patents prevented Mr. Margolin and OTG
11 from licensing the Patents, no royalties were paid. The illegal act of filing "forged, invalid
12 [and] void" documents with the USPTO support that Defendants had the requisite intent to
13 interfere with Mr. Margolin's contract to collect royalties. See Margolin Decl., Exhibit 2. As
14 a direct and proximate result of Defendants' interference of Plaintiff's contract with OTG,
15 Plaintiff has suffered damages in the amount of \$300,000, as related above.

16 **C. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
17 **SUPPORT HIS CLAIM FOR INTENTIONAL INTERFERENCE WITH**
18 **PROSPECTIVE ECONOMIC ADVANTAGE**

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

24 As alleged in the Amended Complaint, Mr. Margolin and OTG had already licensed
25 the '073 and '724 Patents and were engaging in negotiations with other prospective licensees
26 of the Patents when Defendants filed the fraudulent assignment documents with the USPTO
27 with the intent to disrupt the prospective business. Complaint, ¶¶ 32-35. As a result of
28

1 Defendants' acts, Plaintiff's prospective business relationships were disrupted and Plaintiff has
2 suffered damages in the amount of \$300,000, as stated above.

3 **D. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
4 **SUPPORT HIS CLAIM FOR UNJUST ENRICHMENT**

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

13 As set forth above and in the Amended Complaint, Mr. Margolin conferred a benefit
14 on Defendants when Defendants took record title of the Patents. See Amended Complaint, ¶
15 15. Defendants retained this benefit for approximately eight months and failed to provide any
16 payment for title to the Patents. *Id.* at ¶¶ 15-18. As a direct result of Defendants' unjust
17 retention of the benefit, Plaintiff suffered damages in the amount of \$300,000, as related
18 above.

19 **E. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
20 **SUPPORT HIS CLAIM FOR UNFAIR TRADE PRACTICES**

21 Under N.R.S. § 598.0915, knowingly making a false representation as to affiliation,
22 connection, association with another person, or knowingly making a false representation in the
23 course of business constitutes unfair trade practices. By filing a fraudulent assignment
24 document with the USPTO, Defendants knowingly made a false representation to the USPTO
25 that Mr. Margolin and OTG had assigned the Patents to Defendants. See Amended Complaint,
26 ¶¶ 15, 42-43. As a result of Defendants' false representation, Mr. Margolin was deprived of
27 his ownership interests in the Patents for a period of approximately eight months.

28 The United States District Court for the District of Arizona ruled that OTC had no
interest in the '073 or '724 Patents, and that the assignment documents Defendants filed with

1 the USPTO were "forged, invalid, void, of no force and effect." Margolin Decl., Exhibit 2.
2 Accordingly, Plaintiff has stated a claim for deceptive trade practices and has presented
3 evidence to support that claim and the resulting damages in the amount of \$300,000, as stated
4 above.

5 In addition, Plaintiff's damages should be trebled pursuant to NRS 598.0999(3), which
6 states as follows:

7 The court may require the natural person, firm, or officer or managing agent of
8 the corporation or association to pay to the aggrieved party damages on all
9 profits derived from the knowing and willful engagement in a deceptive trade
10 practice and treble damages on all damages suffered by reason of the deceptive
11 trade practice.

12 *Id.* Accordingly, Plaintiff's \$300,000 in damages should be trebled to \$900,000.

13 Also, Plaintiff is entitled to his attorney's fees and costs in this action pursuant to NRS
14 598.0999(3), which states: "The court in any such action may, in addition to any other relief or
15 reimbursement, award reasonable attorney's fees and costs." Plaintiff's attorney's fees in this
16 case are \$83,761.25 to date. McMillen Declaration ("McMillen Decl."), ¶ 2. Plaintiff's costs
17 in this case are \$25,021.96. McMillen Decl., ¶ 3. The total fees and costs in this case are
18 \$108,783.21. As stated in the McMillen Decl., Plaintiff will provide its ledger *in camera* to
19 the Court for review. *Id.*

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

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

22 When there is no express contract in writing fixing a different rate of interest,
23 interest must be allowed at a rate equal to the prime rate at the largest bank in
24 Nevada, as ascertained by the Commissioner of Financial Institutions, on
25 January 1, or July 1, as the case may be, immediately preceding the date of the
26 transaction, plus 2 percent, upon all money from the time it becomes due....

27 *Id.*

28 In Nevada, the prejudgment interest rate on an award is the rate in effect at the time the
contract between the parties was signed. *Kerala Properties, Inc. v. Familian*, 122 Nev. 601,
604 (2006). As set forth above, Defendants committed the tortious acts on December 12,
2007. *See supra*. The controlling interest rate as of July 1, 2007 was 8.25%. *See* McMillen

1 Decl., Exhibit 1 (Prime Interest Rate table and information from the Nevada Division of
2 Financial Institutions). As a result, the proper interest rate for calculating prejudgment interest
3 is 10.25%. *Id.*; NRS 99.040.

4 As of December 12, 2007, the amount of \$900,000 was due and owing to Mr.
5 Margolin. Margolin Decl., ¶ 4, Exhibit 3. As a result, that amount has been due and owing for
6 at least 1,933 days (December 12, 2007 to March 27, 2013). The prejudgment interest amount
7 is therefore \$488,545.89 (.1025 x 1,933 days x \$900,000 divided by 365).

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

9 NRS 18.020(1)-(3) provides, in pertinent part:

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

15 *Id.*

16 If the Court grants this Application, Mr. Margolin will be the prevailing party under
17 NRS 18.020 and will therefore be entitled to costs thereunder. As discussed herein and in the
18 Complaint, Mr. Margolin is seeking to recover the value of property valued in excess of
19 \$2,500 as well as money and damages in the amount of \$900,000.

20 To date, Mr. Margolin has incurred costs in the amount of \$25,021.96. McMillen
21 Decl., ¶ 3.

22 **G. IN THE EVENT THE COURT IS NOT INCLINED TO ENTER
23 DEFAULT JUDGMENT AGAINST DEFENDANTS IN THE AMOUNT
24 AND MANNER REQUESTED, MR. MARGOLIN REQUESTS ORAL
ARGUMENT ON ITS APPLICATION**

25 NRCPC 55(b)(2) provides in pertinent part: “[i]f, in order to enable the court to enter
26 judgment or to carry it into effect, it is necessary to take an account or to determine the amount
27 of damages or to establish the truth of any averment by evidence or to make an investigation of
28 any other matter, the court may conduct such hearings or order such references as it deems

1 necessary and proper....” *Id.* In the event the Court is not inclined to grant the requested
2 relief and enter the Proposed Default Judgment in Mr. Margolin’s favor based on this
3 Application alone, Mr. Margolin respectfully requests that oral argument be heard on this
4 matter and on Mr. Margolin’s claims for relief.

5 **IV. CONCLUSION**

6 In light of the foregoing, Plaintiff respectfully requests that this Application for Default
7 Judgment be granted, and the attached Default Judgment entered. As stated above, Plaintiff is
8 entitled to treble damages in the amount of \$900,000; prejudgment interest in the amount of
9 \$488,545.89; attorney’s fees in the amount of \$83,761.25; and costs in the amount of
10 \$25,021.96; for a total judgment of \$1,497,328.90.

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

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

14 Dated this 16th day of April, 2013.

15 BY: 

16 **Matthew D. Francis (6978)**
17 **Adam P. McMillen (10678)**
18 **WATSON ROUNDS**
19 **5371 Kietzke Lane**
20 **Reno, NV 89511**
21 **Telephone: 775-324-4100**
22 **Facsimile: 775-333-8171**
23 ***Attorneys for Plaintiff Jed Margolin***

CERTIFICATE OF SERVICE

Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Application for Default Judgment**, addressed as follows:

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

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

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

Optima Technology Corp.
A California corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Optima Technology Corp.
A Nevada corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Dated: April 16, 2013


Nancy Lindsley

4/16/13

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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2013 APR 17 AM 11:41

ALAN GLOVER
[Signature]
DEPT. 1

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

12 **JED MARGOLIN, an individual,**

13 **Plaintiff,**

14 vs.

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

26 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

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

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

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

2. Attached as Exhibit 1 is a true and correct copy of the Amended Answer, Counterclaims, Cross-Claims and Third-Party Claims filed in the action captioned *Universal*

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

3 3. Attached as Exhibit 2 is a true and correct copy of the August 18, 2008 Order
4 from the Arizona Action.

5 4. After Defendant Zandian filed the forged and invalid assignment document
6 with the USPTO relating to the Patents, I was forced to spend \$90,000 in attorneys' fees in the
7 Arizona Action where the Court ordered that the USPTO correct record title to the Patents.
8 Attached as Exhibit 3 are true and correct copies of the records from my bank showing three
9 transfers of \$30,000 each. Two transfers went to Optima Technology Group and one transfer
10 went directly to the attorneys representing Optima Technology Group and myself. The three
11 transfers were for the payment of attorneys' fees in the Arizona Action.
12

13 5. I was to be paid \$210,000 pursuant to a patent purchase agreement that failed
14 as a proximate result of the Defendants' actions as stated in the Amended Complaint. I cannot
15 publicly provide documentation or specific details of the actual purchase agreement because of
16 the confidentiality provisions in the agreement. However, I will provide the Court with
17 documentation of the agreement so the Court can review the agreement *in camera*. Also, on
18 April 14, 2008, Optima Technology Group entered into a purchase agreement to sell the '073
19 and '724 Patents to another entity which would have netted me \$210,000 on the purchase price
20 of the subject Patents alone. The purchase agreement also included a provision for post patent
21 sale royalty payments which would have provided me with additional substantial income.
22 Finally, the April 14, 2008 purchase agreement provided the purchasing entity an opportunity
23 to conduct due diligence regarding the Arizona Action. On June 13, 2008, the purchasing
24 entity wrote Optima Technology Group and stated that they had completed their due diligence
25 investigation and determined that the Patents and/or the Arizona Action were not acceptable
26
27
28

1 and therefore the purchase agreement was terminated. Simply put, the purchase agreement
2 was terminated because of Defendants' actions.

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

5 Dated: April 8, 2013.

6 By: Jed Margolin
7 JED MARGOLIN

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AFFIRMATION

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

Dated: April 16, 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

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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, **DECLARATION OF JED MARGOLIN IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT**, addressed as follows:

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

Optima Technology Corp.
A California corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Optima Technology Corp.
A Nevada corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

Dated: April 16, 2013



Nancy Lindsley

Exhibit 1

Exhibit 1

1 **CHANDLER & UDALL, LLP**

ATTORNEYS AT LAW

2 4801 E. BROADWAY BLVD., SUITE 400

TUCSON, ARIZONA 85711-3638

3 Telephone: (520) 623-4353

4 Fax: (520)792-3426

Edward Moomjian II, PCC # 65050, SBN 016667

5 Jeanna Chandler Nash, PCC # 65674, SBN 022384

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

7 **UNITED STATES DISTRICT COURT**

8 **DISTRICT OF ARIZONA**

9 UNIVERSAL AVIONICS SYSTEMS
10 CORPORATION,

Plaintiff,

11 vs.

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

14 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.**

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

Counterclaimant,

17 vs.

18 UNIVERSAL AVIONICS SYSTEMS
19 CORPORATION, an Arizona corporation,

20 Counterdefendant

JURY TRIAL DEMANDED

Assigned to: Hon. Raner C. Collins

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

Cross-Claimant,

23 vs.

24 OPTIMA TECHNOLOGY CORPORATION,
25 a corporation,

26 Cross-Defendant

1
2 OPTIMA TECHNOLOGY INC. a/k/a
3 OPTIMA TECHNOLOGY GROUP, INC., a
4 corporation,

Third-Party Plaintiff,

5 vs.

6 JOACHIM L. NAIMER and JANE DOE
7 NAIMER, husband and wife; and FRANK E.
8 HUMMEL and JANE DOE HUMMEL,

Third-Party Defendants.

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

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

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

20 **INTRODUCTORY PARAGRAPH**

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

22
23 ¹ The District of Arizona has adopted the majority view "that even though a pending
24 motion to dismiss may only address some of the claims alleged, the motion to dismiss tolls the
25 time to respond to all claims." *Pestube Systems, Inc. v. Hometeam Pest Defense, LLC.*, 2006
26 WL 1441014 *7 (D.Ariz. 2006). However, because this is an unpublished decision, and only
to avoid any potential dispute with Plaintiff whether a failure to answer the allegations of
Counts I-IV of the *Complaint* (i.e., those claims that are not the subject of the *Motion to*
Dismiss) could be deemed a failure to defend those allegations for purposes of a default,
Optima proceeds to answer those allegations and claims herein.

1 2 line 3 of the *Complaint*).

2 **NATURE OF THE ACTION**

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

7 **THE PARTIES**

8 2. Deny for lack of knowledge.

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

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

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

15 6. Denied.

16 7. Denied.

17 **JURISDICTION AND VENUE**

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

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

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

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

7 10. Deny.

8 **THE PATENTS-IN-SUIT**

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

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

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

25 **FACTS**

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

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

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

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

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

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

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

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

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

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

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

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

2 Deny all remaining allegations.

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

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

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

11 28. Deny.

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

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

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

21 32. Deny for lack of knowledge.

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

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

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

4 46. Deny.

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

7 **COUNT TWO**

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

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

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

14 50. Deny.

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

17 **COUNT THREE**

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

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

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

24 54. Deny.

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

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

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

11 2. Laches;

12 3. Waiver; and,

13 4. Estoppel.

14 **JURY TRIAL DEMAND**

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

17 **PRAYER FOR RELIEF**

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

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

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

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

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

4 **THE PARTIES**

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

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

3 **JURISDICTION AND VENUE**

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

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

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

12 **FACTS**

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

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

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

24 13. Upon information and belief:

25 a. Naimer was the moving force who originated UAS's concept of the Infringing
26 Products; and/or

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

1 for UAS to infringe on the Patents.

2 14. Upon information and belief:

- 3 a. Hummel was and is the Vice President/General Manager of Engineering
4 Research and Development of UAS, thereby controlling UAS's design,
5 development and/or manufacture of the Infringing Products; and/or
6 b. Hummel was intimately involved in UAS's design and/or development of the
7 Infringing Products; and/or
8 c. Hummel knew and/or should have known of the Patents prior to this lawsuit;
9 and/or
10 d. Hummel knew of Optima's allegations that UAS infringed upon the Patents prior
11 to this lawsuit; and/or
12 e. Hummel knew of UAS's actions in the nature of those described in Paragraphs
13 25, 31 and 33 of the *Complaint* and participated in and/or directed those UAS
14 actions/efforts; and/or
15 f. It was at all times within Hummel's authority and/or ability to stop UAS's
16 continued design, development and/or manufacturing of the Infringing Products
17 but, after Hummel knew of the Patents, the allegations that UAS infringed on the
18 Patents and/or UAS's actions in the nature of those described in Paragraphs 25,
19 31 and 33 of the *Complaint*, he did not stop UAS's continued design,
20 development and/or manufacturing of the Infringing Products; and/or
21 g. It was at all times within Hummel's authority and/or ability to direct UAS to
22 redesign, revise and/or redevelop the Infringing Products such that they would
23 no longer infringe on the Patents but, after Naimer knew of the Patents, the
24 allegations that UAS infringed on the Patents and/or UAS's actions in the nature
25 of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not
26 direct UAS to redesign, revise and/or redevelop the Infringing Products such that

1 they would no longer infringe on the Patents; and/or

2 h. Hummel has continued to direct UAS's design, development and/or
3 manufacturing of the Infringing Products while knowing and/or intending for
4 UAS to infringe on the Patents.

5 15. UAS and Optima entered into the contract attached as Exhibit 8 to the *Complaint* herein
6 (hereinafter the "Contract"). Pursuant to and under the terms of the Contract, Optima
7 provided to UAS a confidential power of attorney (hereinafter the "Power of Attorney")
8 that Jed Margolin ("Margolin"), as the inventor and then-owner of the Patents, had
9 previously executed. The Power of Attorney provided, *inter alia*, that Margolin
10 appointed "Optima Technology Inc. - Robert Adams CEO" as his attorney-in-fact with
11 respect to (*inter alia*) the Patents. Under its express terms, the Power of Attorney could
12 only be exercised by "Optima Technology Inc. - Robert Adams CEO" and could only
13 be exercised by a signature in the following form: "Jed Margolin by Optima
14 Technology, Inc., c/o Robert Adams, CEO his attorney in fact." Optima had not and has
15 not at any time placed the Power of Attorney in the public domain or otherwise provided
16 a copy of it, or made it available, to OTC.

17 16. UAS, through its duly authorized agents, employees and/or attorneys, provided the
18 Power of Attorney (or a copy thereof) to OTC principal, director, officer and/or agent
19 Gholamreza Zandianjazi a/k/a Reza Zandian ("Zandian"). As of that time, neither
20 Zandian nor OTC had ever received, been privy to, obtained or had knowledge of the
21 Power of Attorney.

22 17. OTC does not have, and has never had, any right, interest or valid claim to any right,
23 title or interest in or to either the Patents or the Power of Attorney.

24 18. UAS, by and through its authorized agents and attorneys Scott Bornstein ("Bornstein")
25 and/or Greenberg Traurig, LLP ("GT"), informed, directed, advised, assisted,
26 associated, agreed, conspired and/or engaged in a mutual undertaking with

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

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

1 its declaratory judgment cross-claim against OTC herein to declare and establish
2 true and proper title to the Patents, for which Optima has incurred and will incur
3 substantial expenses (attorneys' fees and costs) in the prosecution thereof.

4 25. Upon information and belief, UAS provided additional information to Zandian/OTC
5 regarding, or of the same nature as that discussed in, Paragraph 33 of and Exhibits 14,
6 15 and 17 to the *Complaint* herein.

7 26. UAS made the disclosures (*inter alia*) as acknowledged in its *Complaint* herein.

8 27. Upon information and belief, UAS also made the disclosures alleged in Paragraph 34
9 of, and in Exhibit 12 attached to, the *Complaint*.

10 28. By filing its *Complaint* as part of the open public record in this case, UAS disclosed the
11 content thereof and the Exhibits attached thereto.

12 29. The actions of UAS and OTC herein were motivated by spite, malice and/or ill-will
13 toward Optima and were for the purpose of and/or were intended to intermeddle with,
14 interfere with, trespass upon and/or cause harm to Optima's rights in the Patents and/or
15 under the Power of Attorney, and/or with knowledge that such intermeddling,
16 interference, trespass and/or harm was substantially certain to occur.

17 30. Upon information and belief, OTC intends to continue to compete, interfere, and/or
18 attempt to compete and/or interfere with Optima regarding the Patents and/or the Power
19 of Attorney. At this time, however, Optima is unaware of any actual attempts yet made
20 by OTC to purportedly license, sell or otherwise transfer rights regarding the Patents
21 under its purported Assignment/Power of Attorney (as recorded with the PTO). If and
22 when Optima becomes aware of such actions, it will timely seek to amend and
23 supplement the Counterclaims, Cross-Claims, Third-Party Claims and/or remedies
24 herein as necessary and applicable.

25

26

COUNT 1

PATENT INFRINGEMENT

1
2
3 31. The statements of all of the foregoing paragraphs are incorporated herein by reference
4 as if fully set forth herein.

5 32. This is a cause of action for patent infringement under 35 U.S.C. § 271 *et seq.* At all
6 relevant times, UAS had actual and constructive knowledge of the Patents in suit
7 including the scope and claim coverage thereof.

8 33. UAS's aforesaid activities constitute a direct, contributory and/or inducement of
9 infringement of the aforesaid patents in violation of 35 U.S.C. § 271 *et seq.* UAS's
10 aforesaid infringement is and has, at all relevant times, been willful and knowing.

11 34. Naimer and Hummel, through their forgoing actions, actively aided and abetted and
12 knowingly and/or intentionally induced, and specifically intended to induce, UAS's
13 direct infringement despite their knowledge of the Patents.

14 35. Optima has suffered and will continue to suffer immediate and ongoing irreparable and
15 actual harm and monetary damage as a result of UAS's, Naimer's and Hummel's willful
16 patent infringement in an amount to be proven at trial.

17 **COUNT 2**

18 **BREACH OF CONTRACT**

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

21 37. This is a cause of action for breach of contract against UAS pursuant to Arizona law.

22 38. UAS's actions constitute one or more breaches of the contract attached as Exhibit 8 to
23 the *Complaint* herein.

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

26

COUNT 3

BREACH OF THE IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING

- 1
2
3 40. The statements of all of the foregoing paragraphs are incorporated herein by reference
4 as if fully set forth herein.
5 41. This is a cause of action for breach of the implied covenant of good faith and fair
6 dealing against UAS pursuant to Arizona law.
7 42. Under Arizona law, every contract contains an implied covenant of good faith and fair
8 dealing.
9 43. UAS's actions constitute one or more breaches of covenant of good faith and fair
10 dealing present and implied in the contract attached as Exhibit 8 to the *Complaint*
11 herein.
12 44. As a result thereof, Optima has suffered and will continue to suffer immediate and
13 ongoing harm and monetary damage in an amount to be proven at trial.

COUNT 4

NEGLIGENCE

- 14
15
16 45. The statements of all of the foregoing paragraphs are incorporated herein by reference
17 as if fully set forth herein.
18 46. This is an cause of action for negligence against UAS pursuant to the law of New York,
19 Delaware, California, Virginia or Arizona.
20 47. UAS owed a duty of care to Optima as a result of Exhibit 8 to the *Complaint* herein, and
21 the obligations created therein and/or relating thereto.
22 48. UAS breached these duties through its foregoing actions as alleged herein, including but
23 not limited to:
24 a. UAS's inclusion in an openly-accessible public record the allegations of its
25 *Complaint*; and/or
26

- 1 b. UAS's inclusion in an openly-accessible public record the exhibits attached to
2 the *Complaint*; and/or
3 c. UAS's provision of a copy of the Power of Attorney prior to and/or as a result
4 of UAS's service of the *Complaint* (with Exhibit 3 thereto) upon OTC; and/or
5 d. UAS's informing, directing, advising, assisting and conspiring of/with
6 Zandian/OTC to record the Power of Attorney with the U.S. Patent and
7 Trademark Office ("PTO").

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

10 **COUNT 5**

11 **DECLARATORY JUDGMENT**

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

14 51. This is a cause of action for declaratory judgment under 28 U.S.C. § 2201 *et seq* against
15 OTC.

16 52. Optima was at all times relevant hereto the rightful holder of the Power of Attorney and
17 the rightful owner of the Patents.

18 53. By virtue of OTC's recording of the Assignment and Power of Attorney with the PTO,
19 a cloud of title, impairment of vendibility, etc. (as otherwise alleged above) exists with
20 respect to Optima's exclusive ownership rights relating to the Patents and the exclusive
21 rights under the Power of Attorney.

22 54. An actual and live controversy exists between OTC and Optima.

23 55. As a result thereof, Optima requests a declaration of rights with respect to the foregoing,
24 including but not limited to a declaration that OTC has no interest or right in either the
25 Power of Attorney or the Patents, that OTC's filing/recording of documents with the
26 PTO asserting any interest or right in either the Power of Attorney or the Patents was

- 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

Exhibit 2

Exhibit 2

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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 18th day of August, 2008.

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Raner C. Collins
United States District Judge

Exhibit 3

Exhibit 3

| | | | | |
|--|--|--|--|--|
| Section I: Requester/Originator Information | | | | |
| Name | Telephone # | Date Wire to be Sent | | |
| Jed Margolin | 847 7845 | 1/15/08 | | |
| Address | City | State | Zip | |
| 181 Empire Rd | RENO | NV | 89521 | |
| Customer ID Type | ID# | Issue State/Country | Issue Date | Expiration Date |
| 1. DL | 1. 08050832 | 1. NV | 1-6-06 | 1-2-2010 |
| 2. BACC | | Method of Signature Verification (If Applicable) | | |
| | | SIGN CARD | | |
| Section II: Associate/Receiving Wire | | | | |
| Associate Name | Phone and Fax # | Unit Cos/CCY | Date | Time |
| KMAZZA | 3560216034 | 8557 | 1/15/08 | 1:40 |
| Callback Required if Phone, Fax or Letter | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A | Name/Number of Person Contacted | Date/Time | Approval (requires Market Approval if required) |
| Callback Completed by: | | | | |
| Section III: Amount/Payment Information | | | | |
| Amount of Wire | Debit Account Type (circle one) | Serial # (For ICA/GL) or Repetitive ID# | Source | |
| \$ 30,000 | CHKG SAV ICA GL | | OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter | |
| Account to Debit | State | Available Balance | Account Title | |
| | NV | \$ | Jed Margolin | |
| Overdraft Amount | Overdraft Approved by (Name & Signature) | | Date | Wire Fee |
| \$ | | | | 25 |
| Section IV: International Payment Instructions | | | | |
| USD Amount of Wire | Country | Rate | Foreign Currency Code | Foreign Currency Amount |
| \$ | | | | |
| Debit Account Type (circle one) | Serial # (For ICA/GL) or Repetitive ID# | FX Reference ID (if Applicable) | | Source |
| CHKG SAV ICA GL | | | | OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter |
| Account to Debit | State | Available Balance | Account Title | |
| | | \$ | | |
| Overdraft Amount | Overdraft Approved by (Name & Signature) | | Date | Wire Fee |
| \$ | | | | \$ |
| Section V: Wire Information | | | | |
| Beneficiary Name | Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required) | | | |
| Merrill Lynch | 1011730 | | | |
| Beneficiary Address: Street | City | State | Country | Zip |
| | | | | |
| Beneficiary Bank Name | ABA # or SWIFT or National ID | | | |
| Mellon Bank | 043000261 | | | |
| Beneficiary Bank Address: Street | City | State | Country | Zip |
| | | | | |
| Additional Instructions (Attention To, Please Advise, Customer Reference, Contact Upon Arrival) | | | | |
| ETC to Optima Technology acct 223-07406 | | | | |
| Send Thru Bank/IBK (if available) | ABA # or SWIFT or National ID | | | |
| | | | | |
| Send Thru Bank Address: Street | City | State | Country | Zip |
| | | | | |
| Section VI: Customer Approval | | | | |
| I authorize Bank of America to transfer my funds as set forth in the instructions above (including debiting my account if applicable) and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent. | | | | |
| Customer's Signature: | Date of Request: | | | |
| Jed Margolin | 1-15-2008 | | | |
| Section VII: Wire System/Processing Information | | | | |
| BAT Approval Authorization # (if applicable) | | | | |
| | | | | |
| Wire Entered by: Name/Signature (attach BFT screens prints) | BFT System Time | BFT Sequence # | | |
| Print: KMAZZA Signature: KMAZZA | 124544 | 01080115005656 | | |
| Date of Entry and Verification | Verified By (Name/Signature) (Print Verification Screen) | BFT System Time | | |
| 1-15-08 | Print: Jed Margolin Signature: JMM | 13:49:17 | | |

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

| | | | | | |
|--|------------------------|--|--|--|---|
| Section I: Requester/Originator Information | | | | | |
| Name: <u>Jed Margolin</u> | | Telephone #: <u>847-7845</u> | | Date Wire to be Sent: <u>3-26-08</u> | |
| Address: <u>1981 Empire Rd</u> | | City: <u>Reno</u> | | State: <u>NV</u> Zip: <u>89521</u> | |
| Customer ID Type: <u>1. Driver's Lic</u> | ID#: <u>0802588352</u> | Issue State/Country: <u>1. Nevada</u> | Issue Date: <u>1-6-06</u> | Expiration Date: <u>1-2/30/10</u> | |
| Method of Signature Verification (If Applicable): _____ | | | | | |
| Section II: Associate Accepting Wire | | | | | |
| Associate Name: <u>Janet Saldana</u> | | Phone and Fax #: <u>775-325-6021</u> | | Unit Code/CC#: <u>336/8557</u> | Date: <u>3-26-08</u> |
| Time: _____ | | Callback Required if Phone, Fax or Letter: <input type="checkbox"/> Yes <input type="checkbox"/> N/A | | Name/Number of Person Contacted: _____ | Date/Time: _____ |
| Callback Completed by: _____ | | Approval (required)/Market Approval (if required): _____ | | _____ | |
| Section III: Domestic Payment Instructions | | | | | |
| Amount of Wire: <u>\$ 30,000 -</u> | | Debit Account Type (circle one): <u>CHKG</u> <u>SAV</u> <u>ICA</u> <u>GL</u> | | Serial # (For ICA/GL) or Repetitive ID#: _____ | Source: <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter <input checked="" type="checkbox"/> OTC |
| Account to Debit: _____ | | State: _____ Available Balance: _____ | | Account Title: <u>Jed Margolin</u> | |
| Overdraft Amount: \$ _____ | | Overdraft Approved by (Name & Signature): _____ | | Date: _____ | Wire Fee: <u>\$ 25 -</u> |
| Section IV: International Payment Instructions: <input type="checkbox"/> Check here if funds must be sent in US Dollars | | | | | |
| USD Amount of Wire: \$ _____ | | Country: _____ | Rate: _____ | Foreign Currency Code: _____ | Foreign Currency Amount: _____ |
| Debit Account Type (circle one): <u>CHKG</u> <u>SAV</u> <u>ICA</u> <u>GL</u> | | Serial # (For ICA/GL) or Repetitive ID#: _____ | | FX Reference ID (If Applicable): _____ | Source: <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter <input type="checkbox"/> OTC |
| Account to Debit: _____ | | State: _____ Available Balance: _____ | | Account Title: _____ | |
| Overdraft Amount: \$ _____ | | Overdraft Approved by (Name & Signature): _____ | | Date: _____ | Wire Fee: \$ _____ |
| Section V: Wire Information | | | | | |
| Beneficiary Name: <u>Merrill Lynch</u> | | | Beneficiary Account # OR IBAN (If IBAN, no further Beneficiary Bank information is required): <u>1011730</u> | | |
| Beneficiary Address: Street _____ | | City: _____ | | State: _____ | Country: _____ Zip: _____ |
| Beneficiary Bank Name: <u>Mellon Bank</u> | | | ABA # or SWIFT or National ID: <u>043000261</u> | | |
| Beneficiary Bank Address: Street _____ | | City: _____ | | State: _____ | Country: _____ Zip: _____ |
| Additional Instructions (Attention To, Phone Advice, Customer Reference, Contact Upon Arrival): <u>F/CC to Optima Technology Group 223-07406</u> | | | | | |
| Send Thru Bank/IBK (if available): _____ | | | | ABA # or SWIFT or National ID: _____ | |
| Send Thru Bank Address: Street _____ | | City: _____ | | State: _____ | Country: _____ Zip: _____ |
| Section VI: Customer Approval | | | | | |
| I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent. | | | | | |
| Customer's Signature: <u>Jed Margolin</u> | | | | Date of Request: <u>3-26-08</u> | |
| Section VII: Wire System Entry/Verification | | | | | |
| Wire Entered by: Name/Signature (attach BFT screen prints): <u>Janet Saldana</u> | | | BAT Approval Authorization # (if applicable): _____ | BFT System Time: <u>13:353</u> | BFT Sequence #: <u>01080326006579</u> |
| Print: <u>Janet Saldana</u> | | Signature: <u>Janet Saldana</u> | | Date of Entry and Verification: _____ | |
| Verified By: (Name/Signature) (Print Verification Screen): _____ | | Signature: _____ | | BFT System Time: _____ | |

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

| Section I: Requester/Originator Information | | | | | |
|--|--|---|---|--|---|
| Name <i>Ted Margolin</i> | | Telephone # <i>775-847-7845</i> | | Date Wire to be Sent <i>6-18-08</i> | |
| Address <i>1981 Empire Rd</i> | | City <i>Reno</i> | | State <i>NV</i> | |
| Customer ID Type <i>DRIVER License</i> | | ID# <i>0802588352</i> | Issue State/Country <i>Nevada</i> | Issue Date <i>01-06-06</i> | Expiration Date <i>02-20-2010</i> |
| Method of Signature Verification (If Applicable) <i>BoFA - ATM 5/124 EXP 5/2010</i> | | | | | |
| Section II: Associate Accepting Wire | | | | | |
| Associate Name <i>Janet Saldana</i> | | Phone and Fax # <i>775-325-6001</i> | | Unit C#/OC# <i>336/8557</i> | Date <i>6-18-08</i> |
| Time <i>9:32</i> | | Name/Number of Person Contacted | | Date/Time | Approval (required)/Market Approval (if required) |
| Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input type="checkbox"/> N/A | | | | | |
| Callback Completed by: | | | | | |
| Section III: Domestic Payment Instructions | | | | | |
| Amount of Wire <i>\$ 30,000.-</i> | | Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input checked="" type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/> | | Serial # (For ICA/GL) or Repetitive ID# | |
| Account to Debit | | State | | Available Balance <i>\$ 42,339.52</i> | Account Title <i>Ted Margolin</i> |
| Overdraft Amount <i>\$</i> | | Overdraft Approved by (Name & Signature) | | Date <i>6-18-08</i> | Wire Fee <i>\$ 25.-</i> |
| Section IV: International Payment Instructions: <input type="checkbox"/> Check here if funds must be sent in US Dollars | | | | | |
| USD Amount of Wire <i>\$</i> | | Country | | Rate | Foreign Currency Code |
| Debit Account Type (circle one) CHKG SAV ICA GL | | Serial # (For ICA/GL) or Repetitive ID# | | FX Reference ID (If Applicable) | Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter <input type="checkbox"/> OTC |
| Account to Debit | | State | | Available Balance | Account Title |
| Overdraft Amount <i>\$</i> | | Overdraft Approved by (Name & Signature) | | Date | Wire Fee <i>\$</i> |
| Section V: Wire Information | | | | | |
| Beneficiary Name <i>Snell & Wilmer Trust Acct</i> | | | Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required) <i>411-9025</i> | | |
| Beneficiary Address: Street | | City | | State | Country |
| Beneficiary Bank Name <i>J.P. Morgan Chase NA/Phoenix Trust Acct</i> | | ABA # or SWIFT or National ID <i>021000021</i> | | | |
| Beneficiary Bank Address: Street <i>501 N. Central Ave</i> | | City <i>Phoenix</i> | | State <i>AZ</i> | Country <i>US</i> |
| Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival) <i>Attn: Jeff Willis Client: Optima Technology Group/Ted Margolin</i> | | Send Thru Bank/IBK (if available) | | ABA # or SWIFT or National ID | |
| Send Thru Bank Address: Street | | City | | State | Country |
| Section VI: Customer Approval | | | | | |
| I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent. | | | | | |
| Customer's Signature: <i>Ted Margolin</i> | | | | Date of Request: <i>6-18-08</i> | |
| Section VII: Wire System Entry/Verification | | | | | |
| Wire Entered by: Name/Signature (attach BFT screens prints) <i>Janet Saldana</i> | | | BFT System Time <i>12:054</i> | | BFT Sequence # <i>0108068004513</i> |
| Date of Entry and Verification | | Verified By (Name/Signature) (Print Verification Screen) | | BFT System Time | |
| Print: <i>Janet Saldana</i> | | Signature: <i>[Signature]</i> | | | |

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

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

REC'D & FILED ✓
2013 JUN 24 PM 4: 12
ALAN GLOVER
BY Alan Glover CLERK
DEPUTY

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

9 JED MARGOLIN, an individual,
10
11 Plaintiff,

12 vs.

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

19 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

DEFAULT JUDGMENT

20
21 WHEREAS Plaintiff JED MARGOLIN filed an Amended Complaint in this action on
22 August 11, 2011. On March 5, 2012, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
23 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
24 GHONONREZA ZANDIAN JAZI ("Zandian") served a General Denial to the Amended
25 Complaint. On March 13, 2012, OPTIMA TECHNOLOGY CORPORATION, a California
26 corporation, OPTIMA TECHNOLOGY CORPORATION, a Nevada corporation, served a
27 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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JUDGMENT is hereby entered against Defendant Zandian and Defendants Optima Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a California corporation, in favor of Plaintiff this 24~~th~~ day of June, 2013.


DISTRICT COURT JUDGE

ORIGINAL

6/27/13

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

REC'D & FILED

2013 JUN 27 PM 3:22

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

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

NOTICE OF ENTRY OF
DEFAULT JUDGMENT

21 TO: All parties;

22 **PLEASE TAKE NOTICE** that on June 24, 2013 the Court entered a Default
23 Judgment in the above-referenced matter for Plaintiff and against Defendant Zandian and
24 Defendants Optima Technology Corporation, a Nevada corporation and Optima Technology
25 Corporation, a California Corporation. Attached as Exhibit 1 is a true and correct copy of such

26 ///

27 ///

1 Default Judgment.

2

Affirmation Pursuant to NRS 239B.030

3

4

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

5

DATED: June 26, 2013.

6

WATSON ROUNDS

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 Almazora
Newport Beach, CA 92657-1613

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

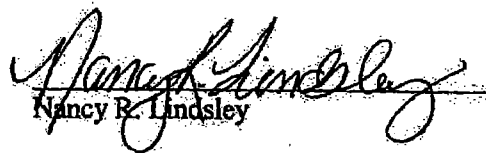
Optima Technology Corp.
A California corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

ORIGINAL

REC'D & FILED ✓

2013 DEC 20 PM 3:31

ALAN GLOVER

BY  CLERK
DEPUTY

MSAD

GEOFFREY W. HAWKINS, ESQ.

Nevada Bar No. 7740

JOHNATHON FAYEGHI, ESQ.

Nevada Bar No. 12736

HAWKINS MELENDREZ, P.C.

9555 Hillwood Drive, Suite 150

Las Vegas, Nevada 89134

Phone: (702) 318-8800

Fax: (702) 318-8801

ghawkins@hawkinsmelendrez.com

Attorneys for Defendant

Reza Zandian aka Goamreza Zandian

aka Gholamreza ZandianJazi

aka Reza Jazi aka J. Reza Jazi

aka G. Reza Jazi aka Ghononreza

Zandian Jazi

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

**DEFENDANT REZA ZANDIAN AKA
GOLAMREZA ZANDIANJAZI AKA
GHOLAM REZA ZANDIAN AKA REZA
JAZI AKA J. REZA JAZI AKA G. REZA
JAZI AKA GHONONREZA ZANDIAN
JAZI'S MOTION TO SET ASIDE
DEFAULT JUDGMENT**

Defendant REZA ZANDIAN ("Zandian") by and through his attorney Geoffrey W.

Hawkins, Esq., of the law firm HAWKINS MELENDREZ P.C., and pursuant to NRCP 55 and 60,

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Las Vegas, Nevada 89134
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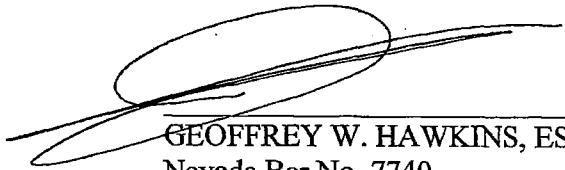
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hereby moves for an order from this Court to set aside the default judgment entered against Zandian in the above-captioned matter.

This motion is made and based upon the attached Memorandum of Points and Authorities, the attached exhibits, the pleadings and papers on file herein, and any oral argument this Honorable Court may allow.

DATED this 19th day of December, 2013.

HAWKINS MELENDREZ, P.C.



GEOFFREY W. HAWKINS, ESQ.
Nevada Bar No. 7740
JOHNATHON FAYEGHI, ESQ.
Nevada Bar No. 12736
9555 Hillwood Drive, Suite 150
Las Vegas, NV 89134
Phone: (702) 318-8800
*Attorneys for Defendant
Reza Zandian*

1 **POINTS AND AUTHORITIES**

2 **I.**

3 **STATEMENT OF FACTS**

4 The instant matter arises out of Plaintiff JED MARGOLIN's ("Plaintiff") allegations of
5 fraudulent conduct on the part of Zandian and other defendants with regard to United States Patent
6 Nos. 5,566,073, 5,904,724, 5,978,488, and 6,377,436.

7 Plaintiff's Original Complaint was filed on or about December 11, 2009 against Zandian,
8 Optima Technology Corporation, a California corporation (Optima CA), and Optima Technology
9 Corporation, a Nevada corporation (Optima NV). Plaintiff's Complaint alleged the following
10 causes of action: (1) Conversion; (2) Tortious Interference With Contract; (3) Intentional
11 Interference With Prospective Economic Advantage; (4) Unjust Enrichment; and (5) Unfair and
12 Deceptive Trade Practices. On or about December 2, 2010, Plaintiff filed an Application for Entry
13 of Default against Zandian for failure to respond to Plaintiff's Complaint. On or about March 1,
14 2011 default was entered against Zandian. Then on or about June 9, 2011, Zandian's prior counsel,
15 John Peter Lee, Esq., filed a Motion to Dismiss on a Special Appearance on behalf of Zandian,
16 Optima CA and Optima NV. On August 3, 2011, this Court set aside the default against Zandian,
17 Optima CA and Optima NV; denied Mr. Lee's Motion to Dismiss, and granted Plaintiff and
18 extension of time for service.

19 On or about August 11, 2011, Plaintiff filed his Amended Complaint against Zandian,
20 Optima CA, and Optima NV. At the time Plaintiff's Amended Complaint was filed, Zandian was
21 still represented by John Peter Lee, Esq. On or about February 17, 2012, Zandian's prior counsel,
22 John Peter Lee, Esq., filed a Motion to Dismiss Amended Complaint on Special Appearance. On or
23 about February 21, 2012, this Court issued an order denying the Motion to Dismiss Amended
24 Complaint.

25 On or about March 5, 2012, Zandian filed a General Denial to the Amended Complaint.
26 Shortly thereafter, Mr. Lee's office filed a Motion to Withdraw on or about March 7, 2012. In his
27 Motion to Withdraw, Mr. Lee provided the Court with an incorrect last known address for Zandian.
28 The address provided was 8775 Costa Verde Blvd., San Diego, CA 92122. As Plaintiff is well

HAWKINS MELENDEZ, P.C.
9555 Hillwood Drive, Suite 150
Las Vegas, Nevada 89134
Telephone (702) 318-8800 • Facsimile (702) 318-8801

1 aware, Zandian has not lived in the US for over three years. Zandian has resided at 6 Rue Edouard
2 Fournier, 75116 Paris, France since August 2011. In fact, Plaintiff's counsel's firm had knowledge
3 of Zandian's French address as early as March 2013 due to its representation of Fred Sadri in the
4 Nevada Supreme Court Case No. 62839/Eighth Judicial District Court Case No. A635430. (See
5 Notice of Appeal in Case No. A635430, attached hereto as **Exhibit A**).

6 On or about July 16, 2012, Plaintiff allegedly served Zandian with written discovery.
7 However, Zandian never received any written discovery due to the fact that said written discovery
8 was mailed to the address mistakenly provided in John Peter Lee Esq.'s Motion to Withdraw. Due
9 to the fact that Zandian never received Plaintiff's written discovery, responses to the same were
10 never provided. On or about, December 14, 2012, Plaintiff filed a Motion for Sanctions Pursuant to
11 NRCPC 37. In Plaintiff's Motion for Sanctions, Plaintiff requested the Court to strike Zandian's
12 General Denial and award Plaintiff his fees and costs incurred in bringing the motion. Again,
13 Zandian never received said Motion for Sanctions and as a result no opposition was filed. On or
14 about, January 15, 2013, this Court issued an order striking the General Denial of Zandian and
15 awarded Plaintiff his fees and costs incurred in bringing the Motion for Sanctions.

16 On or about March 28, 2013 the Clerk of this Court entered default against Zandian. On or
17 about April 5, 2013, Plaintiff filed an Amended Notice of Entry of Default against Zandian. A copy
18 of said Amended Notice of Entry of Default was again mailed to the incorrect address provided in
19 Zandian's prior counsel's Motion to Withdraw. Plaintiff failed to mail a copy of the Amended
20 Notice of Entry of Default to Zandian's French address, despite having knowledge of said address
21 back in March of 2013. See **Exhibit A**.

22 On or about April 17, 2013, Plaintiff filed an Application for Entry of Default Judgment
23 against Zandian. A copy of Plaintiff's Application was again mailed to the incorrect address
24 provided in John Peter Lee's Motion to Withdraw, despite Plaintiff's knowledge of Zandian's
25 correct address in France. See **Exhibit A**. Furthermore, Plaintiff filed his Application for Entry of
26 Default Judgment without providing any notice to Zandian of the impending filing despite
27 Plaintiff's previous and extensive dealings with Zandian. On June 24, 2013 this Court entered a
28 Default Judgment against Zandian. On June 27, 2013, Plaintiff filed a Notice of Entry of Default

1 Judgment against Zandian. Both the June 24, 2013 Default Judgment and the June 27, 2013 Notice
2 of Entry of Default Judgment were mailed to the incorrect mailing address by Plaintiff, despite
3 Plaintiff's knowledge of Zandian's correct address in France.

4 Plaintiff's failure to provide notice to Zandian of the Application for Default Judgment
5 violates the Rules of Civil Procedure. Defendant clearly has good cause for the instant Default
6 Judgment to be set aside based upon NRCP 55(b)(2) and NRCP 55(c)'s incorporation of NRCP
7 60(b)(1)'s allowance for inadvertence, surprise and excusable neglect as evidence of good cause.
8 *Intermountain Lumber and Builders Supply, Inc. v. Glen Falls Insurance Co.*, 83 Nev. 126,129, 424
9 P.2d 884, 886 (1967). As such, Defendant should be allowed the opportunity to Set Aside the
10 Default Judgment and be provided the opportunity to file a responsive pleading of its choice in this
11 matter.

12 **II.**

13 **STATEMENT OF LAW**

14 NRCP 55(c) provides that, in the court's discretion, a default judgment may be set aside in
15 accordance with NRCP 60. NRCP 60 provides the moving party relief, in part, through rules 60(b)
16 and 60(c). NRCP 60(b) states in pertinent part:

17 On motion and upon such terms as are just, the court may relieve a
18 party or a party's legal representative from a final judgment, order,
19 or proceeding for the following reasons:

20 (1) mistake, inadvertence, surprise, or excusable neglect;

21 (3) fraud (whether heretofore denominated intrinsic or
22 extrinsic), misrepresentation or other misconduct of an
23 adverse party;

24 The motion shall be made within a reasonable time, and for
25 reasons (1), (2), and (3) not more than 6 months after the
26 proceeding was taken or the date that written notice of entry of the
27 judgment or order was served.

28 If mistake, inadvertence, surprise, excusable neglect, fraud, misrepresentation, misconduct of an
adverse party, or discharged judgment is shown, an order or judgment should be withdrawn and the

1 issues should be addressed on their proper merits. Furthermore, it is a firmly established policy of
2 the Nevada Supreme Court that “justice is best served when controversies are resolved on their
3 merits whenever possible.” *Gutenberger v. Continental Thrift and Loan Company*, 94 Nev. 173,
4 175, 576 P.2d 745 (1978).

5 “The salutary purpose of Rule 60(b) is to redress any injustices that may have resulted
6 because of excusable neglect or the wrongs of an opposing party. Rule 60 should, therefore, be
7 liberally construed to effectuate that purpose.” *Carlson v. Carlson*, 108 Nev. 358, 361-362, 832
8 P.2d 380, 382 (1992), quoting *Nevada Indus. Devel., Inc. v. Benedetti*, 103 Nev. 360, 364, 741 P.2d
9 802, 805 (1987).

10 If a defendant enters an appearance or if the plaintiff knows of the identity of defendant’s
11 counsel, the plaintiff has an obligation to notify the defendant of his intent to take a default.
12 *Rowland v. Lepire*, 95 Nev. 639, 600 P.2d 237 (1979); *Gazin v. Hoy*, 102 Nev. at 438;
13 Nev.Sup.CT.R. 1752. A failure to provide notice requires such default to be set aside. *Id.* “An
14 appearance within the contemplation of NRCP 55(b)(2) does not necessarily require some
15 presentation or submission to the court... [t]hat rule is designed to insure (sic) fairness to a party or
16 his representative who has indicated a clear purpose to defend the suit.” *Christy v. Carlise*, 99 Nev.
17 612, 584 P.2d 687 (1978).

18 The Nevada Supreme Court construes the term “appearance” loosely to allow for situations
19 where plaintiff’s counsel has awareness of the identity of defendant’s counsel or when plaintiff
20 knows that the defendant intends to defend itself against plaintiff’s suit. *Christy v. Carlise*. 94 Nev.
21 651, 584 P.2d 687 (1978); *Franklin v. Bartsas Realty*. 95 Nev. 559, 598 P.2d 1147 (1979); *Gazin v.*
22 *Hoy*. 102 Nev. at 438. Such awareness compels the plaintiff, pursuant to the rules of professional
23 responsibility, to make an inquiry of the defendant’s intentions to litigate the matter before he
24 proceeds with the entry of a default. *Cen Val Leasing Corporation v. Bockman*. 99 Nev. 612, 668
25 P.2d 1074 (1983). Failure to make such inquiry mandates that the default be set aside. *Id.*

26 ///

27 ///

28 ///

1 III.

2 LEGAL ARGUMENT

3 A. Plaintiff Failed To Provide Zandian With Written Notice Of Application For Default
4 Judgment.

5 In *Christy v. Carlisle*, the Nevada Supreme Court held “written notice of application for
6 default judgment must be given if the defendant or representative has appeared in the action. The
7 failure to serve such notice voids the judgment.” *Christy v. Carlisle*. 94 Nev. 651, 584 P.2d 687
8 (1978). In *Christy*, the defendant’s insurance carrier was notified by plaintiff’s counsel of the
9 lawsuit and was advised that it had an indefinite extension of time to answer. *See Id.* Negotiations
10 ensued between plaintiff and the insurance company, however a settlement was not reached.
11 Plaintiff’s counsel then caused service of process to be made upon the director of the department of
12 motor vehicles pursuant to NRS 14.070. *See Id.*

13 The summons and complaint were mailed to the defendant’s Las Vegas address, however
14 the defendant had moved. As a result, neither the defendant nor her insurance company received
15 actual notice that service of process had been made. *See Id.* Plaintiff obtained a default judgment
16 against the defendant for failure to respond to the complaint. Upon learning of the default judgment
17 (which was outside the 6-month time period) defendant’s counsel filed a motion to set aside default
18 judgment pursuant to Rule 55(b)(2). *See Id.* Defendant’s counsel argued that for the purposes of
19 that rule the defendant had appeared in the action and was entitled to written notice of application
20 for judgment. The district court ruled that the settlement negotiations and exchange of
21 correspondence between plaintiff’s counsel and the defendant’s insurance company should be
22 deemed an appearance within the intendment of Rule 55(b)(2) requiring a 3-day notice of the
23 application for default judgment. *See Id.* Since no notice was provided, the district court set aside
24 the default judgment and provided the defendant with additional time to file a responsive pleading.
25 On appeal, the Supreme Court affirmed the district court’s decision. *See Id.*

26 In this case, Zandian seeks relief from the entry of Default Judgment against him based on
27 Plaintiff’s failure to provide a three day notice of Plaintiff’s Application for Entry of Default
28 Judgment. As stated above, prior to filing his April 17, 2013 Application for Entry of Default

1 Judgment, Plaintiff, through his counsel, had knowledge of Zandian's personal residence in France.
2 See **Exhibit A**. However, Plaintiff failed to provide Zandian with the required three-day notice,
3 despite knowing that Zandian intended to defend himself against Plaintiff's suit, as evidenced by
4 Zandian's February 17, 2012 Motion to Dismiss and March 5, 2012 General Denial. Furthermore,
5 Plaintiff failed to mail a copy of the April 5, 2013 Amended Notice of Entry of Default and the
6 April 17, 2013 Application for Entry of Default Judgment to Zandian's French address despite
7 knowledge of said address. Due to Plaintiff's failure to provide the required three day notice,
8 failure to mail a copy of the April 5, 2013 Amended Notice of Entry of Default to Zandian's correct
9 address in France, and subsequent failures to mail a copy of the April 17, 2013 Application for
10 Entry of Default Judgment, the June 24, 2013 Default Judgment and the June 27, 2013 Notice of
11 Entry of Default Judgment to Zandian's French address, Zandian was unaware of the impending
12 default. Therefore, pursuant to NRCP 55(b)(2) and the holding in *Christy*, Zandian is entitled to a
13 set aside of Plaintiff's Default Judgment.

14 **B. Mistake, Inadvertence, Surprise, or Excusable Neglect is Present**

15 For a party to seek relief from judgment or order under NRCP 60(b)(1), he must
16 demonstrate that the judgment was a result of mistake, inadvertence, surprise, or excusable neglect,
17 and a meritorious defense must be tendered within a timely manner. *Gutenberger*, 94 Nev. at 175.
18 In addition to the reasons set forth in Paragraph A, Zandian seeks relief from the Default Judgment
19 based on excusable neglect.

20 In *Stoecklein v. Johnson Elec., Inc.*, the Nevada Supreme Court considered a similar set of
21 facts as found in the instant matter. In *Stoecklein* the plaintiff filed a complaint against Stoecklein
22 and five other defendants. An answer was filed by the defendants and subsequently a scheduling
23 order for the trial was sent to counsel for the parties stating that the parties should be ready for trial
24 on September 30, 1991. The scheduling order stated that the court would notify the attorneys for
25 each party of the date of trial and any pretrial deadlines. See *Stoecklein v. Johnson Elec., Inc.*, 109
26 Nev. 268, 849 P.2d 305 (1991). However, on August 19, 1991 Stoecklein's counsel withdrew due
27 to nonpayment of legal fees. See *Id.* The order of withdrawal filed with the district court provided
28 an incorrect address for future pleadings to be served on Stoecklein. See *Id.* As such, Stoecklein

1 never received notice from the court of the trial date. A bench trial was held, however Stoecklein
2 failed to appear. Judgment was then entered against Stoecklein and the other defendants.

3 Following the bench trial, Plaintiff's counsel sent the notice of the judgment to Stoecklein's
4 correct address. See *Id.* Upon receipt of the notice of judgment, Stoecklein immediately obtained
5 counsel and filed a motion for relief from judgment under NRCP 60(b)(1). See *Id.* The motion was
6 based on Stoecklein's assertion that he had received no notice of the trial date. The district court
7 denied Stoecklein's motion. See *Id.*

8 On appeal, the Nevada Supreme Court held that there was no evidence in the record that
9 showed notice of the trial date was sent to or received by Stoecklein. Therefore, Stoecklein's
10 failure to appear for trial was due to circumstances that constitute excusable neglect under NRCP
11 60(b)(1). See *Id.*

12 In the instant matter, Zandian's prior counsel, John Peter Lee Esq., withdrew as counsel on
13 or about March 7, 2012, due to a break down in communications among other things. In his Motion
14 to Withdraw, John Peter Lee Esq., provided an incorrect address for future pleadings and discovery
15 to be served on Zandian. As such, Zandian never received any pleadings or discovery in this matter
16 after April 26, 2012 (the date the Court granted John Peter Lee Esq.'s Motion to Withdraw).
17 Specifically, Zandian did not receive the following: (1) Plaintiff's written discovery which was
18 allegedly served on July 16, 2012; (2) Plaintiff's December 14, 2012 Motion for Sanctions Pursuant
19 to NRCP 37; (3) the January 15, 2013 Order striking the General Denial of Zandian and awarding
20 Plaintiff his fees and costs incurred in bringing the Motion for Sanctions; (4) the April 5, 2013,
21 Amended Notice of Entry of Default against Zandian; (5) Plaintiff's April 17, 2013, Application for
22 Entry of Default Judgment against Zandian; (6) the June 24, 2013 Default Judgment; and (7) the
23 June 27, 2013 Notice of Entry of Default Judgment. Zandian only learned of the Default Judgment
24 while visiting the US on business in late November of 2013. Upon learning of the Default
25 Judgment, Zandian retained the law firm of Hawkins Melendrez P.C. to file the instant motion.

26 As was the case in *Stoecklein*, Zandian's failure to respond to Plaintiff's written discovery
27 and failure to oppose Plaintiff's Motion for Sanctions and Application for Entry of Default
28 Judgment were due to circumstances that constitute excusable neglect under NRCP 60(b)(1).

1 Furthermore, there are several factors the Court should use to determine whether the
2 conditions of 60(b)(1) have been met: (1) prompt application to remove the judgment; (2) a lack of
3 intent to delay the proceedings; (3) ignorance on the part of counsel or party as to procedure; and
4 (4) good faith. *Ogle v. Miller*, 87 Nev. 573, 576, 491 P.2d 40, 42 (1971).

5 **1. Zandian Promptly Files This Motion**

6 Rule 60(b)(1) states that a motion under subsection (b)(1) must be brought “not more than
7 six months after judgment, order, or proceeding was entered or taken.” NRCP 60(b)(1); *see also*
8 *Deal v. Baines*, 110 Nev. 509, 512, 874 P.2d 775 (1994). This Court has found prompt application
9 to remove the judgment is a persuasive factor. *See Hotel Last Frontier Corporation v. Frontier*
10 *Properties, Inc.*, 79 Nev. 150, 154, 380 P.2d 283 (1963). In this case, the Default Judgment was
11 entered on or about June 24, 2013 and the Notice of Entry of Default Judgment was filed on or
12 about June 27, 2013. Zandian learned of the Default Judgment in late November of 2013 while
13 visiting the US on business. Upon learning of the Default Judgment, Zandian retained Hawkins
14 Melendrez, P.C. to represent him in this matter. Zandian’s current motion comes less than six
15 months after the entry of the Default Judgment. Therefore, Zandian has promptly applied for the
16 removal of the Default Judgment.

17 **2. There Is No Intent To Delay The Proceedings**

18 This Court has also found the absence of intent to delay proceedings a persuasive factor. *Id.*
19 As previously stated, Zandian’s prior counsel, John Peter Lee, Esq., withdrew as counsel on or
20 about March 7, 2012. Furthermore, the last known address provided by Mr. Lee in his Motion to
21 Withdraw was inaccurate. From April 26, 2012 Zandian did not receive any of the pleadings or
22 discovery filed in this case. In late November 2013, Zandian learned of the Default Judgment while
23 visiting the US for business purposes. Upon learning of the Default Judgment, Zandian
24 immediately retained the services of Hawkins Melendrez P.C. Now, having retained counsel,
25 Zandian files this Motion in order to state his meritorious defenses and proceed to have the trier of
26 fact make a determination.

27 ///

28 ///

1 **3. Zandian Lacks Knowledge of Procedural Requirements**

2 Lack of knowledge of the party or counsel as to procedural requirements has been given
3 weight by this Court. *See Hotel*, 79 Nev. at 154. In this case, Zandian was without counsel as of
4 March 7, 2012. As such, Zandian was unaware of the procedural requirements. Now, having
5 retained counsel, Zandian files this Motion.

6 **4. Zandian Files This Motion In Good Faith.**

7 Of the multiple elements, this Court has found good faith to be the most significant. *Id.* In
8 *Stocklein v. Johnson Electric*, 109 Nev. 268, 849 P.2d 305 (1993), the Nevada Supreme Court stated
9 that “good faith is an intangible and abstract quality with no technical meaning or definition and
10 encompasses, among other things, an honest belief, the absence of malice, and the absence of design
11 to defraud.” (*quoting Doyle v. Gordan*, 158 N.Y.S.2d 248, 259060 (Sup. Ct. 1954)). There is no
12 question that Zandian is acting in good faith by seeking to have this Court set aside the Default
13 Judgment. The last known address provided by Zandian’s prior counsel in his Motion to Withdraw
14 was inaccurate. As such, from April 26, 2012 on Zandian did not receive any of the pleadings or
15 discovery filed in this case. Zandian did not receive Plaintiff’s written discovery, Plaintiff’s Motion
16 for Sanctions, or Plaintiff’s Application for Entry of Default Judgment. Zandian only learned of the
17 Default Judgment in November of 2013. Immediately upon learning of the Default Judgment,
18 Zandian retained the law firm of Hawkins Melendrez P.C. The instant Motion comes less than six
19 months after the entry of the Default Judgment.

20 **C. Although A Meritorious Defense Is No Longer Required, Zandian Has Clearly**
21 **Demonstrated A Meritorious Defense**

22 Prior to 1990, this Court had consistently held that a party moving to set aside a default
23 judgment must show a meritorious defense to the claim. *See Sealed Unit Parts v. Alpha Gamma*
24 *Ch.*, 99 Nev. 641, 643, 668 P.2d 288, 289 (1983). However, in *Price v. Dunn*, 106 Nev. 100, 787
25 P.2d 785 (1990), this Court ruled that the meritorious defense requirement must be set aside
26 pursuant to the United States Supreme Court holding in *Peralta v. Heights Medical Center, Inc.*,
27 485 U.S. 80, 108 S.Ct. 896, 99 L. Ed. 2d 75 (1988). Most recently, in *Epstein v. Epstein*, 113 Nev.

28

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1 1401, 950 P.2d 771, the Nevada Supreme Court overruled the requirement that a party must show a
2 meritorious defense because it is inconsistent with the holding in *Price* and *Peralta*.

3 Despite the fact that Zandian is not required to demonstrate a meritorious defense pursuant
4 to *Price* and *Epstein*, Zandian has clearly demonstrated a meritorious defense through his June 9,
5 2011 and February 17, 2012 Motions to Dismiss as well as his March 5, 2012 General Denial.

6 IV.

7 CONCLUSION

8 Based on the foregoing points and authorities, Defendant Reza Zandian respectfully requests
9 that the default judgment be set aside to allow him to respond as intended.

10 AFFIRMATION PURSUANT TO NRS 239B.030

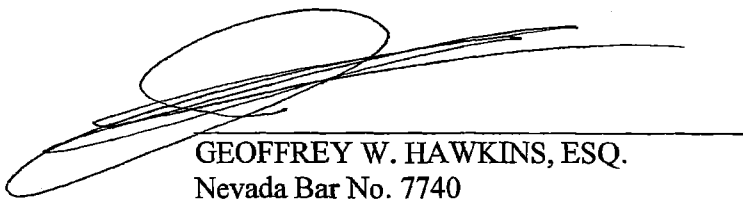
11 The undersigned does hereby affirm that the preceding document does not contain the social
12 security number of any person.

13 DECLARATION

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

16 Dated this 19th day of December, 2013.

17
18 HAWKINS MELENDREZ, P.C.

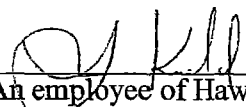
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22 GEOFFREY W. HAWKINS, ESQ.
Nevada Bar No. 7740
23 JOHNATHON FAYEGHI, ESQ.
Nevada Bar No. 12736
24 9555 Hillwood Drive, Suite 150
Las Vegas, NV 89134
25 Phone: (702) 318-8800
Attorneys for Defendant
26 Reza Zandian

CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that, on the 19th day of December, 2013, service of **DEFENDANT REZA ZANDIAN AKA GOLAMREZA ZANDIANJAZI AKA GHOLAM REZA ZANDIAN AKA REZA JAZI AKA J. REZA JAZI AKA G. REZA JAZI AKA GHONONREZA ZANDIAN JAZI'S MOTION TO SET ASIDE DEFAULT JUDGMENT** was made this date by depositing a true copy of the same for mailing, first class mail, at Las Vegas, Nevada, addressed follows:

Matthew D. Francis
Adam P. McMillen
WATSON ROUNDS
5371 Kietzke Lane
Reno, Nevada 89511
Attorneys for Plaintiff
Jed Margolin


An employee of Hawkins Melendrez, P.C.

HAWKINS MELENDRÉZ, P.C.
9555 Hillwood Drive, Suite 150
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INDEX OF EXHIBITS

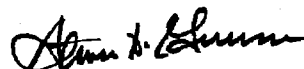
| Exhibit No. | TITLE | NUMBER OF PAGES |
|-------------|---|-----------------|
| A | Notice of Appeal in Nevada Supreme Court Case No. 62839/Eighth Judicial District Court Case No. A635430 | 2 |

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Exhibit A

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CLERK OF THE COURT

1 NOAS
2 REZA ZANDIAN
3 6, rue Edouard Fournier
4 75116 Paris, France
5 Pro Per Appellant

6 DISTRICT COURT
7 CLARK COUNTY, NEVADA

8 GHOLAMREZA ZANDIAN JAZI, also
9 known as REZA ZANDIAN, individually,

CASE NO.: A-11-635430-C
DEPT. NO.: IV

10 Plaintiff,

11 v.

12 FIRST AMERICAN TITLE COMPANY, a
13 Nevada business entity; JOHNSON SPRING
14 WATER COMPANY, LLC, formerly known
15 as BIG SPRING RANCH, LLC, a Nevada
16 Limited Liability Company, FRED SADRI,
17 Trustee of the Star Living Trust, RAY
18 KOROGHLI, individually, and ELIAS
19 ABRISHAMI, individually,

20 Defendants.

21 AND ALL RELATED COUNTERCLAIMS
22 AND THIRD-PARTY CLAIMS

23 1334.024072-td

24 **NOTICE OF APPEAL**

25 Notice is hereby given that REZA ZANDIAN a member of the above named company,
26 hereby appeals to the Supreme Court of Nevada from the Order to Distribute Attorney Fee and Costs
27 Awards to Defendants entered in this action on the 15th day of February, 2013.

28 DATED this 15th day of March, 2013.

BY: 
REZA ZANDIAN
6, rue Edouard Fournier
75116 Paris, France
Pro Per Appellant

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the ___ day of March, 2013, I served a copy of the above and foregoing NOTICE OF APPEAL, upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Stanley W. Parry
100 North City Parkway, Ste. 1750
Las Vegas, Nevada 89106

Elias Abrishami
P.O. Box 10476
Beverly Hills, California 90213

Ryan E. Johnson, Esq.
Watson & Rounds
777 North Rainbow Blvd. Ste. 350
Las Vegas, Nevada 89107



A handwritten signature in black ink, appearing to read 'Ryan E. Johnson', is written over a horizontal line. The signature is enclosed within a large, hand-drawn oval.

12/30/13 13314
GWHJF

1 **MSTY**
2 **GEOFFREY W. HAWKINS, ESQ.**
3 Nevada Bar No. 7740
4 **JOHNATHON FAYEGHI, ESQ.**
5 Nevada Bar No. 12736
6 **HAWKINS MELENDREZ, P.C.**
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11 ghawkins@hawkinsmelendrez.com
12 Attorneys for Defendant
13 Reza Zandian aka Goamreza Zandian
14 aka Gholamreza Zandian Jazi
15 aka Reza Jazi aka J. Reza Jazi
16 aka G. Reza Jazi aka Ghononreza
17 Zandian Jazi

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ALAN GLOVER
BY **C. GRIBBLE** CLERK
DEPUTY

11 **In The First Judicial District Court Of The State Of Nevada**
12 **In and For Carson City**

14 **JED MARGOLIN, an individual.**
15
16 **Plaintiff,**
17 **vs.**

CASE NO. 090C00579 1B
DEPT. NO. 1

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

DEFENDANT REZA ZANDIAN AKA
GOLAMREZA ZANDIANJAZI AKA
GHOLAM REZA ZANDIAN AKA REZA
JAZI AKA J. REZA JAZI AKA G. REZA
JAZI AKA GHONONREZA ZANDIAN
JAZI'S MOTION FOR STAY OF
PROCEEDINGS TO ENFORCE
JUDGMENT PURSUANT TO NRCP
62(B)

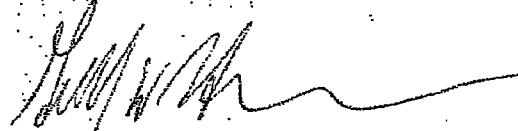
26 Defendant **REZA ZANDIAN** ("Zandian") by and through his attorney **Geoffrey W.**
27 **Hawkins, Esq.,** of the law firm **HAWKINS MELENDREZ P.C.,** and hereby submits this Motion for
28 **Stay of Proceedings to Enforce Judgment Pursuant to NRCP 62(b).**

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Las Vegas, Nevada 89134
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1 This motion is made and based upon the provisions of NRCP 62 and the following
2 Memorandum of Points and Authorities, the pleadings and papers on file herein, and any oral
3 argument this Honorable Court may allow.

4 DATED this 21st day of December, 2013.

5
6 **HAWKINS MELENDREZ, P.C.**

7 

8
9 **GEOFFREY W. HAWKINS, ESQ.**

Nevada Bar No. 7740

JOHNATHON FAYEGHI, ESQ.

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Attorneys for Defendant

Reza Zandian

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1 **POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 On June 24, 2013 this Court entered a Default Judgment against Zandian. On June 27,
5 2013, Plaintiff filed a Notice of Entry of Default Judgment against Zandian. On or about December
6 11, 2013, Plaintiff filed his Motion for Judgment Debtor Examination and to Produce Documents.
7 On December 20, 2013, Zandian timely filed his Motion to Set Aside Default Judgment which is
8 now pending before this Court. Pursuant to NRCPC 62 (b), execution of or any proceeding to
9 enforce the default judgment against Zandian should be stayed pending the outcome of Zandian's
10 Motion to Set Aside Default Judgment. Furthermore, this Court should stay the execution of or any
11 proceeding to enforce the default judgment against Zandian without a requirement that Zandian
12 provide security at this time.

13 **II.**

14 **STATEMENT OF LAW**

15 **A. Rule 62(b) Allows Stays Without Security Pending Post-Judgment Motions**

16 There is a special rule in Nevada that applies to stays pending post-trial motions. NRCPC
17 Rule 62(b) provides:

18 (b) Stay on Motion for New Trial or for Judgment. In its discretion
19 and on such conditions for the security of the adverse party as are
20 proper, the court may stay the execution of or any proceedings to
21 enforce a judgment pending the disposition of a motion for a new
22 trial or to alter or amend a judgment made pursuant to Rule 59, or
23 of a motion for relief from a judgment or order made pursuant to
24 Rule 60, or of a motion for judgment in accordance with a motion
for a directed verdict made pursuant to Rule 50, or of a motion for
amendment to the findings or for additional findings made
pursuant to Rule 52(b).

25 Rule 62(b) gives the court extremely broad discretion to enter a stay without security during the
26 pendency of post-judgment motions. Indeed, unlike Rule 62(d)'s provision for stays upon appeal,
27 Rule 62(b) does not even refer to a supersedeas bond.
28

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1 **B. It Is Common And Customary In Nevada To Allow Stays Without Security On Post-**
2 **Judgment Motions**

3 It is the common practice in Nevada to stay judgments pending resolution of post-judgment
4 motions pursuant to NRCP 62(b) without requiring a bond. *See David N. Frederick, Post Trial*
5 *Motions*, NEVADA CIVIL PRACTICE MANUAL 25-30 (5th ed. 2005) (“security in the form of a
6 bond or other collateral is usually not required”). There are many reasons to allow a stay on such
7 motions. First, post-trial review by the trial court typically takes less time than review by the
8 appellate court. In addition, all of the post-judgment proceedings will be within this court’s control.
9 And supersedeas bonds are expensive.

10 The Nevada Supreme Court has recognized the need for courts, under appropriate
11 circumstances, to grant a stay without requiring either a bond or any other additional security. In
12 *McCulloch v. Jeakins*, 99 Nev. 122, 123, 659 P.2d 302, 303 (1983) the court held that the district
13 court “may provide for a bond in a lesser amount, or may permit security other than a bond when
14 unusual circumstances exist and so warrant.” (*Citing Fed. Prescription Servs., Inc. v. Am. Pharm.*
15 *Ass’n.*, 636 F.2d 755 (D.C. Cir. 1980) and 11 Wright & Miller, FEDERAL PRACTICE AND
16 PROCEDURE § 2905, at 328 (1973) (emphasis omitted)). Moreover, in the recent case of *Nelson v.*
17 *Heer*, the Court further liberalized the standards regarding stays with alternative security. *See*
18 *Nelson v. Heer*, 121 Nev. 832, 122 P.3d 1252, 1254 (2005). The court agreed that “the phrase
19 ‘unusual circumstances’ in *McCulloch* [99 Nev. at 123, 659 P.2d at 303] is too restrictive.” *Nelson*,
20 122 P.3d at 1254. “[T]his language is outdated and few, if any courts still use such a rigid standard.”
21 *Id.* The court concluded that “a more flexible and modern approach will better serve Nevada
22 litigants and courts.” *Id.*

23 Even Rule 62(d) does not require a bond in all cases for a stay pending appeal. *See id.* at
24 1253; *Olympia Equip. Leasing Co. v. Western Union Telegraph*, 786 F.2d 794, 796 (7th Cir. 1986).
25 Such a requirement would conflict with NRAP 8(b), which implicitly recognizes the discretion of
26 courts to issue stays not conditioned on bonds. “[I]f the appellate court has the power to issue an
27 unsecured stay, as Rule 8(b) clearly implies, then the district court must have the power also, if Rule
28 8(b) is to make any sense.” *Fed. Prescription Servs., Inc. v. Am. Pharm. Ass’n*, 636 F.2d 755, 760

1 (D.C. Cir. 1980); see also *Poplar Grove Planting & Refining Co. v. Bache Halsey Stuart, Inc.*, 600
2 F.2d 1189 (5th Cir. 1979); *Int'l Telemeter Corp. v. Hamlin int'l Corp.*, 754 F.2d 1492, 1495 (9th
3 Cir. 1985).

4 **C. The Cost Of A Bond Is An Unnecessary Expense That Is Potentially Taxable To**
5 **Plaintiff**

6 Bonding is expensive, and the costs of bonding should be avoided except where the
7 defendant's ability to pay a judgment is open to serious question. Such caution is especially
8 warranted because the costs of bonding may ultimately be borne by plaintiffs rather than
9 defendants. Under NRAP 39(e), the costs of a supersedeas bond are taxable to plaintiffs if the
10 judgment is reversed on appeal.

11 **III.**

12 **LEGAL ARGUMENT**

13 On or about June 24, 2013, this Court entered a Default Judgment against Zandian. Then,
14 on or about December 11, 2013, Plaintiff filed his Motion for Judgment Debtor Examination and to
15 Produce Documents. Upon learning of the Default Judgment, Zandian retained counsel to file a
16 motion to set aside the default judgment. On December 20, 2013, Zandian timely filed his Motion
17 to Set Aside Default Judgment which is now pending before this Court. Zandian's Motion to Set
18 Aside Default Judgment was made pursuant to NRCP 55 and 60.

19 Pursuant to NRCP 62(b), this Court is authorized, in its discretion, to stay execution of, or
20 any proceedings to enforce a judgment pending the disposition of post-trial motions brought under
21 NRCP 60. In the instant case, Zandian's Motion to Set Aside Default Judgment must be resolved
22 before any proceedings to enforce the Default Judgment can proceed. Allowing Plaintiff to proceed
23 with enforcement of the Default Judgment in the face of the pending Motion to Set Aside Default
24 Judgment could obviously cause the parties to incur unnecessary expenses, and would be unfair and
25 prejudicial to Zandian in the event that the Default Judgment is set aside by this Court. Indeed,
26 NRCP 62(b) is obviously intended to avoid such untoward consequences.
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IV.

CONCLUSION

Based on the foregoing points and authorities, Defendant Reza Zandian respectfully requests that this Court grant a stay of any proceedings to enforce the Default Judgment, including proceedings such as a debtor's examination, until after the resolution of Zandian's Motion to Set Aside Default Judgment.

AFFIRMATION PURSUANT TO NRS 239B.030

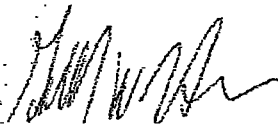
The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DECLARATION

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

Dated this 20th day of December, 2013.

HAWKINS MELENDREZ, P.C.




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CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that, on the 30th day of December, 2013, service of **DEFENDANT REZA ZANDIAN AKA GOLAMREZA ZANDIANJAZI AKA GHOLAM REZA ZANDIAN AKA REZA JAZI AKA J. REZA JAZI AKA G. REZA JAZI AKA GHONONREZA ZANDIAN JAZI'S MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT PURSUANT TO NRCP 62(B)** was made this date by depositing a true copy of the same for mailing, first class mail, at Las Vegas, Nevada, addressed follows:

Matthew D. Francis
Adam P. McMillen
WATSON ROUNDS
5371 Kietzke Lane
Reno, Nevada 89511
Attorneys for Plaintiff
Jed Margolin


An employee of Hawkins Melendrez, P.C.

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CLERK
DEPUTY

1 Matthew D. Francis (6978)
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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,**

Case No.: 090C00579 1B

12 **vs.**

Dept. No.: 1

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,**

OPPOSITION TO MOTION TO SET
ASIDE DEFAULT JUDGMENT

24 **Defendants.**

25 The entire basis of Zandian's motion to set aside the default is the unfounded allegation
26 that John Peter Lee provided the Court with an incorrect last known address for Zandian when
27 he withdrew and that since April 26, 2012 Zandian did not receive the papers, pleadings and
28 motions in this matter. Zandian also alleges he has lived in France since August of 2011.
However, the evidence shows the address John Peter Lee provided to the Court was correct
and Zandian continued to live and maintain addresses in both Nevada and California since
August of 2011. Therefore, Zandian's motion to set aside must be denied.

1 **I. The Default Judgment Should Be Upheld Because Zandian Maintained His**
2 **San Diego Address And Knew About This Matter After His Counsel**
3 **Withdrew And Continued To Receive Notice Of This Matter**

4 “Default judgment will be upheld where the normal adversary process has been halted
5 due to an unresponsive party, because diligent parties are entitled to be protected against
6 interminable delay and uncertainty as to their legal rights.” *Skeen v. Valley Bank of Nevada*,
7 89 Nev. 301, 303, 511 P.2d 1053, 1054 (1973); *see also Hamlett v. Reynolds*, 114 Nev. 863,
8 865, 963 P.2d 457, 458 (1998) (same).

9 After filing several motions to dismiss and to set aside the prior default judgment and
10 after filing a general denial to the amended complaint, Zandian’s counsel, John Peter Lee,
11 withdrew from his representation of Zandian. When Mr. Lee filed his motion to withdraw he
12 provided a last known address for his client: 8775 Costa Verde Blvd, San Diego, CA. Without
13 providing an affidavit or any evidence, Zandian now argues that the address Mr. Lee provided
14 to the Court was incorrect. However, the address Mr. Lee provided to the Court is the same
15 address Mr. Lee provided to the Nevada Supreme Court in another unrelated matter in another
16 motion to withdraw. *See* Notice of Withdrawal, Amended Certificate of Mailing and Motion
17 to Withdraw, dated 2/22/13 and 2/13/13, respectively, attached hereto as Exhibit 1.

18 Also, the evidence overwhelmingly demonstrates Zandian maintained the same address
19 John Peter Lee provided to the Court, even after Zandian allegedly moved to France in August
20 2011, and the evidence similarly demonstrates Zandian continued to live in the United States,
21 not France. *See* Exhibit 2 (check from Golden Enterprises to Zandian at 8775 Costa Verde
22 Blvd, San Diego, CA, dated 10/31/12 and endorsed by Zandian); Exhibit 3 (check from
23 Golden Enterprises to Zandian at 8775 Costa Verde Blvd, San Diego, CA, dated 1/30/13 and
24 endorsed by Zandian); Exhibit 4 (Wells Fargo withdrawal slip filled out and signed by
25 Zandian, dated 2/20/13 (Wells Fargo does not have any branches in France)); Exhibit 5 (check
26 from and signed by Zandian to John Peter Lee, dated 1/13/12, with 8775 Costa Verde Blvd,
27
28

1 San Diego, CA, printed on the check); Exhibit 6 (checks, dated 11/28/11, 12/2/11, 1/25/12,
2 2/29/12, 3/1/12, 10/30/12, 1/15/13, showing Zandian maintained his 8775 Costa Verde Blvd,
3 San Diego, CA, address, including checks to the IRS and the Washoe County Treasurer);
4 Exhibit 7 (Wells Fargo bank statements from December 2011, March 2012 and April 2012
5 showing the 8775 Costa Verde Blvd, San Diego, CA, address); *see also* Exhibit 8 (Wells
6 Fargo/Visa statements, dated August 2011, August 2013, September 2013, October 2013
7 showing a San Diego address); Exhibit 9 (Visa statement, dated 4/10/13, showing Zandian
8 made four purchases in California on 3/15/13 which is the same date Zandian alleges he filed
9 the appeal with the French address); Exhibit 10 (Visa statements showing Zandian making
10 many purchases in California, not France, in September and October of 2011); Exhibit 11
11 (property summary screen for one of Zandian's Clark County properties currently listing his
12 8775 Costa Verde, San Diego, CA, address, not France); Exhibit 12 (checks, dated 1/25/12,
13 1/24/13, 2/21/13, 2/24/13 and 6/30/13, from Zandian to the Secretary of State of California,
14 United States Treasury, Employment Development Department, and the Internal Revenue
15 Service, all with the 8775 Costa Verde, San Diego, CA, address, and all of the checks are
16 written for Optima Technology Corp, which is another named defendant in this matter).
17
18

19 Also, there is no doubt Zandian had personal knowledge about this lawsuit. He filed
20 several papers and pleadings and paid his lawyer for this matter before his alleged move to
21 France. *See* Zandian's filings in this matter; *see also* Exhibit 13, which is a March 31, 2011
22 check Zandian wrote to John Peter Lee, which clearly shows Zandian hand wrote "Zandian v.
23 Margolin" on the "For" line.
24

25 Zandian has not provided any evidence that he lived in France at any time from August
26 2011 to the present. No affidavit is attached to the motion to set aside. No evidence is
27 attached to the motion to set aside. A French address on a notice of appeal in another matter is
28 not evidence. More importantly, as demonstrated above, Zandian continued to maintain his

1 San Diego address and continued to live in the United States at all times relevant to the default
2 judgment. Therefore, Zandian continued to receive notice¹ of all of the papers, pleadings and
3 motions in this matter and he simply chose to ignore this matter. As a result, the default
4 should be upheld.

5 **II. The Default Judgment Is The Proper Sanction For Failure To Make**
6 **Discovery Due To Zandian's Willfulness, Bad Faith, And Fault And Not**
7 **Due To Inability**

8 On December 14, 2012, Plaintiff served Zandian with a motion for sanctions under
9 NRCP 37, as Zandian had failed to respond to written discovery and he failed to respond to the
10 Plaintiff's efforts to meet and confer regarding his failure to respond to the written discovery.
11 See Motion for Sanctions, dated 12/14/12, on file herein. Zandian also failed to respond to the
12 motion for sanctions. On January 15, 2013, the Court granted the motion for sanctions, struck
13 Zandian's General Denial, and awarded Plaintiff his fees and costs related to the motion.

14 "NRCP 37(b)(2)(C) grants the district court authority to strike the pleadings in the
15 event that a party fails to obey a discovery order." *Foster v. Dingwall*, 227 P.3d 1042, 1048
16 (Nev. 2010). "In addition, [the Nevada Supreme] court has upheld entries of default where
17 litigants are unresponsive and engage in abusive litigation practices that cause interminable
18 delays." *Id.* (citations omitted).

19 Zandian's discovery abuses and complete failure to respond evidences his willful and
20 recalcitrant disregard of the judicial process, which prejudiced Plaintiff. *Foster*, 227 P.3d at
21 1049 (citing *Hamlett v. Reynolds*, 114 Nev. 863, 865, 963 P.2d 457, 458 (1998) (upholding the
22 district court's strike order where the defaulting party's "constant failure to follow [the court's]
23 orders was unexplained and unwarranted"); *In re Phenylpropanolamine (PPA) Products*, 460
24
25
26

27 ¹ Zandian fails to inform the Court as to how he all of a sudden came back from France and found out about the
28 default judgment in this matter. Zandian fails to indicate how or where he found out about the default. The fact
is Zandian continued to receive the papers, pleadings and motions in this matter. For reasons known only to
Zandian, it is only now that Zandian resurfaces to again move the Court to set aside the default judgment.

1 F.3d 1217, 1236 (9th Cir.2006) (holding that, with respect to discovery abuses, “[p]rejudice
2 from unreasonable delay is presumed” and failure to comply with court orders mandating
3 discovery “is sufficient prejudice”).

4 In light of Zandian’s repeated and continued abuses, the policy of adjudicating cases on
5 the merits would not be furthered in this case, and the ultimate sanctions are necessary to
6 demonstrate to Zandian and future litigants that they are not free to act with wayward
7 disregard of a court’s orders. *Foster*, 227 P.3d at 1049. Moreover, Zandian’s failure to oppose
8 Plaintiff’s motion to strike the General Denial constitutes an admission that the motion was
9 meritorious. *Id.* (citing *King v. Carlidge*, 121 Nev. 926, 927, 124 P.3d 1161, 1162 (2005)
10 (stating that an unopposed motion may be considered as an admission of merit and consent to
11 grant the motion) (citing DCR 13(3)).

13 III. Zandian Has Not Shown Good Cause

14 NRCP 55(c) states that a default judgment may be set aside for “good cause shown”
15 “in accordance with Rule 60.” The “good cause” contemplated by Rule 55(c) does not
16 embrace inexcusable neglect. *See Intermountain Lumber & Bldrs. Supply, Inc. v. Glens Falls*
17 *Ins. Co.*, 83 Nev. 126, 424 P.2d 884 (1967).

19 As Zandian maintained his San Diego address and was fully aware of this action, it was
20 inexcusable for Zandian to ignore this action. Moreover, Zandian has failed to provide any
21 evidence of “good cause” to set aside the judgment. He has only alleged that his lawyer
22 provided the incorrect address and that he lived in France. He fails to provide any affidavit or
23 evidence that the address was incorrect or that he actually lived in France. He also fails to
24 rebut the fact that he continued to receive all papers and pleadings in this matter. The
25 presumption is that he did receive all papers in this matter, as manifested by the fact that he
26 knew about this case and knew about the default judgment and now seeks to set aside the
27 judgment.
28

1 Based upon the fact that Zandian knew about this case and continued to receive the
2 papers and pleadings from this matter, it was inexcusable for Zandian not to respond to the
3 earlier discovery requests and motions. In addition, Zandian has not shown a meritorious
4 defense to the claims asserted by the Plaintiff. Merely referring the Court back to Zandian's
5 prior motions to dismiss and general denial is not a demonstration of a meritorious defense.

6 Zandian has not demonstrated good cause. In fact, Zandian has only demonstrated
7 inexcusable neglect by his willful failure to respond to this action. Since a default judgment
8 normally must be viewed as available only when the adversary process has been halted
9 because of a non-responsive party, *Christy v. Carlisle*, 94 Nev. 651, 584 P.2d 687 (1978),
10 Zandian's motion must be denied.
11

12 **IV. Zandian Has Not Shown Mistake, Inadvertence, Surprise Or Excusable**
13 **Neglect**

14 NRCP 60(b) allows a judgment to be set aside when a party can show, mistake,
15 inadvertence, surprise or excusable neglect. *See Gutenberger v. Continental Thrift and Loan*
16 *Company*, 94 Nev. 173, 175, 576 P.2d 745 (1978); *see also State v. Consolidated Va. Mining*
17 *Co.*, 13 Nev. 194 (1878) (where corporation sued in four different but identical suits and
18 responded and defended two the corporation's lawyer filed affidavits showing the corporation
19 was not even aware of the other two suits due to an honest mistake was sufficient to justify
20 setting aside default judgments in the two suits); *Cicerchia v. Cicerchia*, 77 Nev. 158, 360
21 P.2d 839 (1961) (court has wide discretion in determining what neglect is excusable and what
22 is inexcusable).
23

24 Zandian seeks relief under Rule 60(b) based only on excusable neglect. *See Motion to*
25 *Set Aside*, dated 12/19/13, 8:14-19. More specifically, Zandian claims John Peter Lee
26 provided this Court with an incorrect address when he withdrew and that Zandian never
27 received any pleadings or discovery in this matter after April 26, 2012. *See id.* at 9:12-16.
28

1 However, the evidence demonstrates that John Peter Lee did provide a correct address.
2 Also, Zandian has failed to set forth specific, objective facts and evidence to substantiate his
3 allegations that he did not receive his mail or that he moved to France. The evidence is that he
4 did receive all of the pleadings and papers on file herein at his San Diego address. In addition,
5 Zandian knew this matter was ongoing and willfully ignored all the papers he received.
6 Therefore, Zandian's failure to respond to Plaintiff's written discovery and failure to oppose
7 Plaintiff's Motion for Sanctions and Application for Entry of Default Judgment were not due
8 to circumstances that constitute excusable neglect under NRCp 60(b).
9

10 It is inexcusable for Zandian to willfully ignore and refuse to respond to the discovery,
11 motions or applications filed in this matter. Thus, because Zandian maintained his San Diego
12 address and knew about this matter and willfully ignored and delayed this case, Zandian has
13 not and cannot set forth any facts or evidence that would demonstrate that he promptly applied
14 to remove the judgment, lacked intent to delay the proceedings, was ignorant of the procedures
15 of the court or had good faith. *See Ogle v. Miller*, 87 Nev. 573, 576, 491 P.2d 40, 42 (1971).
16 Zandian's motion must be denied.
17

18 **V. Zandian Has Not Demonstrated A Meritorious Defense**

19 To demonstrate a meritorious defense, Zandian must show (1) admissible testimony or
20 affidavits that, if true, would tend to establish a defense to all or part of the claims for relief
21 asserted by Plaintiff; (2) the opinion of counsel based upon facts related to him that a
22 meritorious defense exists to all or part of the claims asserted; (3) a responsive pleading in
23 good faith that, if true, would tend to establish a meritorious defense to all or part of the claims
24 for relief asserted; and (4) any combination of the above. *See Ogle*, 87 Nev. 573, 576, 491
25 P.2d 40. Zandian has failed to provide any of these things.
26

27 However, the requirement to show a meritorious defense has been overruled and is no
28 longer a requirement to set aside a judgment. *Epstein v. Epstein*, 113 Nev. 1401, 1405, 950

1 P.2d 771, 773 (1997). Nevertheless, Zandian's motion to set aside alleges there is a
2 meritorious defense.

3 Zandian points to his June 9, 2011 and November 16, 2011 motions to dismiss and his
4 March 5, 2012 General Denial as evidence of a meritorious defense. However, all of
5 Zandian's motions to dismiss only dealt with personal service and personal jurisdiction, not
6 the claims at issue. Zandian's motions to dismiss did not set forth any facts regarding the
7 claims in the Complaint or Amended Complaint. In addition, Zandian's General Denial is just
8 that, a general denial. The General Denial fails to provide any affirmative defenses to the
9 claims at issue. In short, Zandian has never demonstrated a meritorious defense to any of the
10 claims at issue in this matter. This is because Zandian does not have a meritorious defense.
11

12 **VI. Conclusion**

13 For the reasons stated above, Mr. Margolin respectfully requests that this Court deny
14 Mr. Zandian's motion to set aside the default judgment.

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

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

18 Dated this 9th day of January, 2014.

19 BY: 

20 Matthew D. Francis (6978)
21 Adam P. McMillen (10678)
22 WATSON ROUNDS
23 5371 Kietzke Lane
24 Reno, NV 89511
25 Telephone: 775-324-4100
26 Facsimile: 775-333-8171
27 *Attorneys for Plaintiff Jed Margolin*
28

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, **OPPOSITION TO MOTION TO SET ASIDE**
5 **DEFAULT JUDGMENT**, addressed as follows:

6
7 Reza Zandian
8 8775 Costa Verde Blvd.
9 San Diego, CA 92122

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

10 Reza Zandian
11 8775 Costa Verde Blvd, Apt. 501
12 San Diego, CA 92122

Optima Technology Corp.
A California corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

13 Alborz Zandian
14 9 Almanzora
15 Newport Beach, CA 92657-1613

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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

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Dated: January 9, 2014

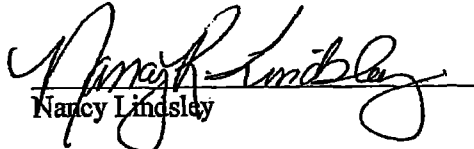

Nancy Lindsley

Exhibit 1

Exhibit 1

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IN THE SUPREME COURT OF THE STATE OF NEVADA

GHOLAMREZA ZANDIAN JAZI, also known as REZA ZANDIAN, individually,

Plaintiff,

v.

FIRST AMERICAN TITLE COMPANY, a Nevada business entity; JOHNSON SPRING WATER COMPANY, LLC, formerly known as BIG SPRING RANCH, LLC, a Nevada Limited Liability Company, FRED SADRI, Trustee of the Star Living Trust, RAY KOROGHLI, individually, and ELIAS ABRISHAMI, individually,

Defendants.

No. 61694

Electronically Filed
Feb 22 2013 03:49 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

AND ALL RELATED COUNTERCLAIMS AND THIRD-PARTY CLAIMS

1334.024072-1d

NOTICE OF WITHDRAWAL OF JOHN PETER LEE, LTD'S MOTION TO WITHDRAW FROM REPRESENTATION OF APPELLANT GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN

Please take notice that JOHN PETER LEE, LTD hereby withdraws its Motion to Withdraw from Representation of Appellant Gholamreza Zandian Jazi also known as Reza Zandian.

DATED this ___ day of February, 2013.

JOHN PETER LEE, LTD.

BY: 
JOHN PETER LEE, ESQ.

Nevada Bar No. 001768
830 Las Vegas Boulevard South
Las Vegas, Nevada 89101
Ph: (702) 382-4044/Fax: (702) 383-9950
Attorneys for Appellant

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CERTIFICATE OF MAILING

I hereby certify that on the 22 day of February, 2013, I caused to be served a true and correct copy of the foregoing JOHN PETER LEE, LTD.'S MOTION TO WITHDRAW FROM REPRESENTATION OF APPELLANT GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN on the following person(s) by the following method(s) pursuant to NRCP 5(b):

Stanley W. Parry
100 North City Parkway, Ste. 1750
Las Vegas, Nevada 89106


Elias Abrishami
P.O. Box 10476
Beverly Hills, California 90213

Ryan E. Johnson, Esq.
Watson & Rounds
10000 W. Charleston Blvd. Ste. 240
Las Vegas, Nevada 89135

Reza Zandian
8775 Costa Verde Blvd.
San Diego, California 92122

By placing a true and correct copy of the above-mentioned document(s) in a sealed envelope, first class postage fully pre-paid, in the United States mail;

By facsimile transmission only, pursuant to the amendment to the Eighth Judicial District Court Rule 7.26, by faxing a true and correct copy of the same to each at the facsimile number(s) indicated above.


An employee of
JOHN PETER LEE, LTD.

1 IN THE SUPREME COURT OF THE STATE OF NEVADA

2 GHOLAMREZA ZANDIAN JAZI, also
3 known as REZA ZANDIAN, individually,

4 Plaintiff,

5 v.

6 FIRST AMERICAN TITLE COMPANY, a
7 Nevada business entity; JOHNSON SPRING
8 WATER COMPANY, LLC, formerly known
9 as BIG SPRING RANCH, LLC, a Nevada
10 Limited Liability Company, FRED SADRI,
11 Trustee of the Star Living Trust, RAY
12 KOROGHLI, individually, and ELIAS
13 ABRISHAMI, individually,

14 Defendants.

15 AND ALL RELATED COUNTERCLAIMS
16 AND THIRD-PARTY CLAIMS

17 1334.024072-td

18 COMES NOW, the law firm of JOHN PETER LEE, LTD., (the Firm) and moves this
19 Honorable Court for an Order to Withdraw from Representation of Appellant GHOLAMREZA
20 ZANDIAN JAZI also known as REZA ZANDIAN.

21 This Motion is made pursuant to EDCR 7.40(b)(2). This Motion is based upon the following
22 Points and Authorities, all pleadings and papers on file herein, and the Affidavit of counsel attached
23 hereto.

24 DECLARATION OF COUNSEL IN SUPPORT OF JOHN PETER LEE, LTD.'S
25 MOTION TO WITHDRAW FROM REPRESENTATION OF APPELLANT
26 GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN

27 STATE OF NEVADA)
28 COUNTY OF CLARK) ss:

JOHN PETER LEE, ESQ., states the following under the penalty of perjury:

1. Declarant has personal knowledge of the matters stated herein, except as to those matters stated upon information and belief, and as to such matters, believes such matters to be true and is competent to testify to the same. Declarant is an attorney licensed to practice law in Nevada and is an attorney with the law firm of John Peter Lee, Ltd., which represents Appellant GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN.

No. 61694

JOHN PETER LEE, LTD.'S MOTION TO
WITHDRAW FROM REPRESENTATION
OF APPELLANT GHOLAMREZA
ZANDIAN JAZI also known as REZA
ZANDIAN
Clerk of Supreme Court

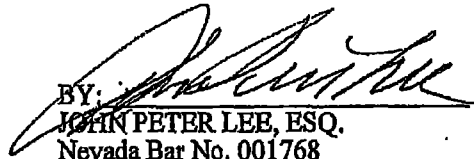
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client may be reached and the attorney must serve a copy of the application upon the client and all other parties to the action or their attorneys.

Pursuant to the above statutes and case law, John Peter Lee, Ltd. requests this Court for leave to withdraw as counsel for Appellant GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN as the Firm has complied with the requirements of the local rule for withdrawal, as attached and incorporated herein in the Declarant of counsel, John Peter Lee, Esq., setting forth the grounds for the Firm's Motion.

DATED this 13 day of February, 2013.

JOHN PETER LEE, LTD.

BY: 

JOHN PETER LEE, ESQ.
Nevada Bar No. 001768
830 Las Vegas Boulevard South
Las Vegas, Nevada 89101
Ph: (702) 382-4044/Fax: (702) 383-9950
Attorneys for Appellant

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CERTIFICATE OF MAILING

I hereby certify that on the 13 day of February, 2013, I caused to be served a true and correct copy of the foregoing JOHN PETER LEE, LTD.'S MOTION TO WITHDRAW FROM REPRESENTATION OF APPELLANT GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN on the following person(s) by the following method(s) pursuant to NRCP 5(b):


Stanley W. Parry
100 North City Parkway, Ste. 1750
Las Vegas, Nevada 89106

Elias Abrishami
P.O. Box 10476
Beverly Hills, California 90213

Ryan E. Johnson, Esq.
Watson & Rounds
10000 W. Charleston Blvd. Ste. 240
Las Vegas, Nevada 89135

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By facsimile transmission only, pursuant to the amendment to the Eighth Judicial District Court Rule 7.26, by faxing a true and correct copy of the same to each at the facsimile number(s) indicated above.



An employee of
JOHN PETER LEE, LTD.

Exhibit 2

Exhibit 2

BLUE AREA OF DOCUMENT HAS PANTOGRAPH FEATURE. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT ANGLE TO VIEW

GOLDEN ENTERPRISES, INC.
P O BOX 2580
MANCHESTER, CT 06049

PAYABLE DATE
10/21/2012

CHECK NUMBER
76013421

PG-160
433

PAYABLE AT THE BANK OF NEW YORK MELLON
IN U.S. DOLLARS

001 450 38101010
ZANDIAN-REZA-0100

00006059 01 MB 0.404 01 TR 00035 SO2DBA01 010000

PAY TO THE
ORDER OF:

REZA ZANDIAN &
NILOOFAR FOUGHANI
JT TEN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO CA 92122

PAY ***** \$0.13



[Handwritten Signature]
AUTHORIZED SIGNATURE

11801: 123-9574

2445277923

2445277923
MICROFILMED
SERIALIZED
OCT 21 2012
FBI - SAN DIEGO

REQUEST 00005530881000000 0.13
ROLL BCIA 20130220 000002446277923+
JOB BCIA P ACCT 0000000001239574
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 3

Exhibit 3

Golden Enterprises, Inc.

The Bank of New York Mellon
Pittsburgh, Pennsylvania

80-98
438

PLEASE DEPOSIT THIS CHECK PROMPTLY

Pay to REZA ZANDIAN
& NILDOFAR FOUGHANI JT TEN
8776 COSTA VERDE BLVD APT 217
SAN DIEGO CA 92122

Check Number 0040800641

30 Jan 2013

\$****0.13****

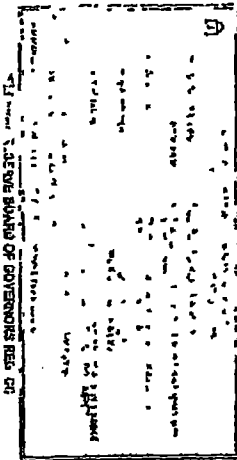
The sum of \$****ONLY THIRTEEN CENTS****

Computershare Shareowner Services LLC
Authorized Paying Agent

Computershare Shareowner Services LLC
400 Washington Blvd Jersey City, NJ 07310

16014 136 1650*

82450211



2446277922

DO NOT WRITE ON NEW YORK STATE
FREE SIGNATURE
LINE

THIS AREA RESERVED FOR WATERMARK - DO NOT ACCEPT WITHOUT
NOTICE FROM LINK WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

REQUEST 00005530881000000 0.13
ROLL BCIA 20130220 000002446277922+
JOB BCIA P ACCT 0000000001361650
REQUISTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
83928-020
Phoenix AZ 85038

Exhibit 4

Exhibit 4

Withdrawal/Retiro:

(Check One / Checking/Cuenta de Cheques Savings/Ahorros Money Market Access Command

Account Number /
Numero de Cuenta

Date/Fecha

02/20/13

7779



OK
Type OK Date OK
Signature OK AD OK
Time OK Day OK
No. OK By OK

Please print Name - /Leticia de modo: Nombre
REZA ZANDIAN JAZI

I authorize this withdrawal and acknowledge receipt of the amount stated below /
Yo autorizo este retiro y reconocimiento de haber recibido la cantidad indicada abajo
Please sign in letters /Firmas / Favor de firmar en la presencia del cajero
Una copia de la copia de la firma se podrian requerir despues de la transaccion.

Please print Street Address, City, State, Zip Code /Leticia de modo: Direccion, Ciudad, Estado,Codigo Postal

X

TWO THOUSAND FIVE HUNDRED Dollars \$ 2500.00

Bank Use Only (When SVT Is Not Available) TL8220 (08/11) 49116 12/18/05

Customer No Exp Date Current Year-to-Date Amount

⑆ 7779 ⑆ 500000694⑆

2446277926

REQUEST 0000553088300000 2500.00
ROLL ECIA 20130220 000002446277926
JOB ECIA P ACCT 1140002961476971
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 5

Exhibit 5

G. REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

109

18-24/1220 4764
7091305920

1/13/2012
Date

Pay to the
Order of

Mr. John Peter Lee Esq.

\$ 3,000.00

Three Thousand 00/100

Dollars



Wells Fargo Bank, N.A.
California
wellsfargo.com

[Handwritten signature]

For

334.024072

9920 00109 0000000000

[Faint, illegible text]

JAN 13 2012

JOHN PETER LEE
ATTORNEY AT LAW
TRUST ACCOUNT
01 343 7244
FOR DEPOSIT ONLY
BANK OF AMERICA
1220066614
01/13/12

BANK OF AMERICA, N.A. LUG
1220066614 E7895 99 P05
01/13/12

REQUEST 00005530894000000 3000.00
ROLL BCIA 20120113 000008215853243
JOB BCIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 6

Exhibit 6

G REZA ZANDIAN JAZI
NILD OFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-6340

102

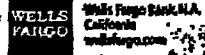
18-24/1220 4784
7001505820

Dec 02 11

Pay to the Order of **SCRIPS CLINIC**

\$ **128.30**

One hundred twenty eight and 30/100 Dollars



Medical record number
For **70092 84571**

15920 00102

CREDIT TO ACCT OF PAYEE
LACK OF ENDORSEMENT
GUARANTEED 240-LBX 51507901

REQUEST 0000553089400000 128.30
ROLL ECIA 20111227 000008412179999
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

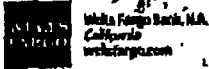
G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

115
18-34/1120 4734
7081205820

11/25/2012 Date

Pay to the Order of Secretary of State of California \$ 25.00

Twenty Five 00/100 Dollars



For optima technology Corp.

⑆0000002500⑆ 00115 0259

BANK OF AMERICA NA STC
1220006514 EXP 12 31 94 P12
01/09/12

65730

1 2 3 1 3

12-015911

REQUEST 00005530894000000 25.00
ROLL ECIA 20120430 000008710996107
JOB ECIA P ACCT 1140007091505920
REQUBSTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8778 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

116
18-24/1228 4784
7091505821

2/29/2012 Date

Pay to the Order of Mr. Bill McClain \$ 988.50

Nine Hundred Eighty Eight 50/100 Dollars Security Features on Back



For February 2012 Interest

⑆000001100⑈0295⑆

PAID
05 2012
TELEER #1576
THEATER NEVAD
EDIT UNIO

778414

REQUEST 00005530894000000 988.50
ROLL ECIA 20120306 000008411462952
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

217-5

118

16-54/1220 4784
7081505820

March 01/2012

Pay to the
Order of

Costa Verde East Village

\$ 1875.00

One thousand eight hundred

Dollars

seventy five and 00/100



Wells Fargo Bank, N.A.
California
wellsfargo.com

For

Rent of March

[Signature]

5920 0018

0300071333520122001345122502000 GARDEN COMMUNITIE

PAY TO THE ORDER OF:
FIRST NATIONAL BANK
SAN DIEGO, CA 92108-2593
* 122288888 *
FOR DEPOSIT ONLY
COSTA VERDE EAST VILLAGE, LLO
MANAGEMENT -
32001345

REQUEST 0000553089400000 1875.00
ROLL ECIA 20120306 000008328882689
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
83928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

Unless for credit
United States Treasury
This instrument
is non-negotiable
Date 10/30/2012

157

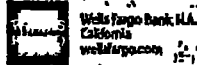
16-34/1220-4784
7001505920

Pay to the
Order of IRS

\$34.01

Thirty four and 01/100

Dollars



Wells Fargo Bank, N.A.
California
wellsfargo.com

[Signature]

For

05920 00157 00000003401

03900032166
011113

W12911701107032367001333391754
201203 01112013

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0751-6 3 00-11
012
6.5

REQUEST 0000530894000000 34.01
ROLL E CIA 20130111 000008114613031
JOB E CIA P ACCT 1140007091505920
REQUBSTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 7

Exhibit 7

Wells Fargo Combined Statement of Accounts

Primary account number: 70818 ■ December 1, 2011 - December 31, 2011 ■ Page 1 of 3



G REZA ZANDIAN JAZI
 NILOOFAR FOUGHANI ZANDIAN
 8775 COSTA VERDE BLVD APT 217
 SAN DIEGO CA 92122-5340

Questions?

Available by phone 24 hours a day, 7 days a week:

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2832

華語 1-800-268-2288 (8 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (114)

P.O. Box 6995

Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a Wells Fargo customer. We appreciate your business and understand that you are entrusting us with your banking needs. Let us assist you in finding the right accounts and services to help you reach your financial goals. Please visit us online at wellsfargo.com, call us at the number at the top of your statement, or visit any Wells Fargo store - we'd love to hear from you!

Summary of accounts**Checking and Savings**

| Account | Page | Account number | Ending balance last statement | Ending balance this statement |
|--|------|----------------|----------------------------------|----------------------------------|
| Wells Fargo Money Market Savings SM | 1 | | 20,095.18 | 0.00 |
| Wells Fargo Money Market Savings SM | 2 | | 100.05 | 0.00 |
| Total deposit accounts | | | \$20,195.21 | \$0.00 |

Wells Fargo Money Market SavingsSM**Activity summary**

| | |
|---------------------------|-------------|
| Beginning balance on 12/1 | \$20,095.18 |
| Deposits/Additions | 75.00 |
| Withdrawals/Subtractions | - 20,170.18 |
| Closing balance on 12/1 | \$0.00 |

Account number: 1343976818

G REZA ZANDIAN JAZI

NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 121042882

Wells Fargo® Preferred Checking

Account number: 1920 ■ March 7, 2012 - April 5, 2012 ■ Page 1 of 4



G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN
 8775 COSTA VERDE BLVD APT 217
 SAN DIEGO CA 92122-6340

Questions?

Available by phone 24 hours a day, 7 days a week:

1-800-TO-WELLS (1-800-868-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (8am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (114)
 P.O. Box 6895
 Portland, OR 97228-6895

You and Wells Fargo

Keep things simple. Online Statements duplicate your traditional paper bank statement and are available anywhere, 24/7. More secure than mail - Online Statements can't get lost or misdirected to a previous residence and can be securely stored on disk. Reduce clutter and save the environment at the same time. With all of these advantages, who needs paper? Sign up for and view your Online Statements at wellsfargo.com.

Account options

A check mark in the box indicates you have these convenient services with your account. Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

- | | | | |
|--------------------|-------------------------------------|-----------------------|-------------------------------------|
| Online Banking | <input checked="" type="checkbox"/> | Direct Deposit | <input type="checkbox"/> |
| Online Bill Pay | <input checked="" type="checkbox"/> | Rewards Program | <input type="checkbox"/> |
| Online Statements | <input type="checkbox"/> | Auto Transfer/Payment | <input type="checkbox"/> |
| Mobile Banking | <input checked="" type="checkbox"/> | Overdraft Protection | <input checked="" type="checkbox"/> |
| My Spending Report | <input checked="" type="checkbox"/> | Debit Card | <input type="checkbox"/> |
| | | Overdraft Service | <input type="checkbox"/> |

Activity summary

| | |
|--------------------------|------------|
| Beginning balance on 3/7 | \$200.67 |
| Deposits/Additions | 2,341.82 |
| Withdrawals/Subtractions | - 2,109.68 |
| Ending balance on 4/5 | \$342.81 |

Account number: 7091505829

G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use
 Routing Number (RTN): 121042882

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Saving

Exhibit 8

Exhibit 8

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 3

Ending In 7470
08/12/2011 to 08/09/2011

Balance Summary

| | |
|--|------------|
| Previous Balance | \$1,495.79 |
| - Payments | \$89.36 |
| - Other Credits | \$323.63 |
| + Cash Advances | \$0.00 |
| + Purchases, Balance Transfers & Other Charges | \$2,680.48 |
| + Fees Charged | \$0.00 |
| + Interest Charged | \$21.88 |
| = New Balance | \$3,005.11 |
| Total Credit Limit | \$2,900 |

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2286
 Outside the US Call Collect: 1-925-825-7800
 Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50306-0347

Total Available Credit \$0

Payment Information

| | |
|------------------|------------|
| New Balance | \$3,005.11 |
| Minimum Payment | \$52.00 |
| Overlimit Amount | \$106.11 |
| Total Amount Due | \$167.11 |
| Payment Due Date | 10/06/2011 |

Send Payments To:
 PO Box 30088, Los Angeles CA, 90030-0088

Late Payment Warning: If we do not receive your Minimum Payment by 10/06/2011, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

| If you make no additional charges using this card and each month you pay ... | You will pay off the New Balance shown on this statement in about ... | And you will end up paying an estimated total of ... |
|--|---|--|
| Only the minimum payment | 17 years | \$5,080 |
| \$104 | 3 years | \$3,732 (Savings of \$2,328) |

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eo/bapcpa/code/cc_approved.htm or call 1-877-316-2108.

Important Information

YOUR BALANCE EXCEEDS YOUR CREDIT LIMIT. CALL 1-800-646-6683 OR VISIT WELLSFARGO.COM TO MAKE A PAYMENT. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

EFFECTIVE NOVEMBER 1, 2011, THE PLAN ADMINISTRATOR FOR TRAVEL ACCIDENT INSURANCE COVERAGE, PROVIDED ON ALL FLIGHTS AND OTHER COMMON CARRIER TRAVEL CHARGED TO YOUR WELLS FARGO CREDIT CARD, HAS CHANGED TO OBSI. CONTACT 1-800-642-4720 TO OBTAIN FURTHER DETAILS.

Wells Fargo Rewards® Program Summary

| | |
|-------------------------------|--------|
| Rewards Previous Balance: | 25,904 |
| Credit Card Points Earned: | 2,967 |
| Check Card Points Earned: | 228 |
| Earn More Match Bonus Points: | 0 |
| Total Available Points: | 26,469 |

We offer more rewards choices so you can choose a reward that suits your style. You'll find gift cards, cash rewards, travel, merchandise and even charitable contributions.

Track your points balance or get more information at www.WellsFargoRewards.com or by calling 1-877-517-1358.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5396 YK 1 7 6 110905 0 0 PAGE 1 of 3 1 0 5583 2000 8849 01025596

Detach and mail with check payable to Wells Fargo

| | |
|------------------|------------|
| Account Number | 7470 |
| New Balance | \$3,005.11 |
| Minimum Payment | \$52.00 |
| Overlimit Amount | \$106.11 |
| Total Amount Due | \$167.11 |
| Payment Due Date | 10/06/2011 |

YK 4

374707

Amount Enclosed



WELLS FARGO CARD SERVICES
PO BOX 30088
LOS ANGELES CA 90030-0088

G R JAZI
PO BOX 627674
SAN DIEGO CA 92192-7674



Check here and see reverse for address and/or phone number correction.

Wells Fargo Combined Statement of Accounts

Primary account number:

■ August 1, 2011 - August 31, 2011 ■ Page 1 of 7



Redacted Due To
Information
Falls Outside of
the Scope of
the Order

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
PO BOX 927674
SAN DIEGO CA 92192-7674

Questions?

Available by phone 24 hours a day, 7 days a week:

1-800-TO-WELLS (1-800-889-3567)

TTY: 1-800-877-4833

En español: 1-877-727-2932 TTY: 1-888-355-6052

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (826)

P.O. Box 6995

Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a Wells Fargo customer. We appreciate your business and understand that you are entrusting us with your banking needs. Let us assist you in finding the right accounts and services to help you reach your financial goals. Please visit us online at wells Fargo.com, call us at the number at the top of your statement, or visit any Wells Fargo store - we'd love to hear from you!

Account options

A check mark in the box indicates you have these convenient services with your account. Go to wells Fargo.com or call the number above if you have questions or if you would like to add new services.

- | | | | |
|--------------------|-------------------------------------|-----------------------|-------------------------------------|
| Online Banking | <input checked="" type="checkbox"/> | Direct Deposit | <input type="checkbox"/> |
| Online Bill Pay | <input checked="" type="checkbox"/> | Rewards Program | <input checked="" type="checkbox"/> |
| Online Statements | <input checked="" type="checkbox"/> | Auto Transfer/Payment | <input checked="" type="checkbox"/> |
| Mobile Banking | <input type="checkbox"/> | Overdraft Protection | <input checked="" type="checkbox"/> |
| My Spending Report | <input checked="" type="checkbox"/> | Debit Card | <input checked="" type="checkbox"/> |
| | | Overdraft Service | <input type="checkbox"/> |



IMPORTANT ACCOUNT INFORMATION

Effective October 3, 2011, the Overdraft Protection Transfer/Advance fee from a linked Line of Credit will be \$12.50 per advance per day. If your eligible Line of Credit is providing Overdraft Protection to any of the following PMA checking accounts, the advance fee will continue to be waived: PMA Prime Checking, PMA Premier Checking, PMA Money Market Checking, or a PMA Checking.

Please refer to your Consumer Account Fee and Information Schedule for additional information regarding the accounts that are eligible to provide Overdraft Protection for your checking account.

G REZA ZANDJAN JAZI
Account No. 761-2368780



For 24-Hour Customer Service Call:
1-800-946-2828
We accept Telecommunications Relay Service calls.
Wells Fargo Online®: wells Fargo.com

See back for important information about your account.

Please note that calling will not preserve your Billing Rights. If you prefer to write, see back for address.

PERSONAL LINE OF CREDIT STATEMENT

ACCOUNT SUMMARIES

| CREDIT LINE SUMMARY | | ACCOUNT ACTIVITY SUMMARY | | PAYMENT INFORMATION | |
|------------------------|-----------------|--------------------------|------------|---------------------|--------------------|
| Credit Limit | \$5,500.00 | Previous Balance | \$8,177.51 | New Balance | \$7,937.86 |
| Available Credit | \$582.00 | Payments/Credits | -\$328.00 | Minimum Payment Due | \$153.00 |
| Statement Closing Date | August 28, 2013 | Advances/Other Activity | \$0.00 | Payment Due Date | September 14, 2013 |
| | | Fees Charged | \$0.00 | | |
| | | Interest Charged | \$88.35 | | |
| | | New Balance | \$7,937.86 | | |

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

| If you make no additional advances on this account and each month you pay: | You will pay off the balance shown on this statement in about: | And you will end up paying an estimated total of: |
|--|--|---|
| Only the minimum payment | 24 years | \$16,636 |
| \$258 | 3 years | \$9,561 (Savings = \$7,074) |

If you would like information about credit counseling services, refer to: www.uscdj.gov/us/leo/bapcpa/codato_approved.htm or call 877-286-2108.

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$25.00 late fee.

Payoff Request Information: Balances include unpaid interest charges, and other unpaid fees and charges. The New Balance owed is not a payoff amount. Please, contact Customer Service at 1-800-946-2828 for an accurate payoff.

TRANSACTIONS

| Post Date | Trans Date | Reference | Description | Amount |
|---------------------------------------|------------|-------------------|------------------------------|----------------|
| 07/27 | 07/27 | P6881008H0A8XNQG3 | ONLINE PAYMENT | -\$328.00 |
| FEE'S | | | | |
| TOTAL FEES FOR THIS PERIOD | | | | \$0.00 |
| INTEREST CHARGED | | | | |
| 08/20 | 08/20 | | Interest Charged on Advances | \$88.35 |
| TOTAL INTEREST FOR THIS PERIOD | | | | \$88.35 |

| 2013 Totals Year-to-Date | |
|--------------------------------|----------|
| Total fees charged in 2013 | \$75.00 |
| Total interest charged in 2013 | \$672.25 |

INTEREST CHARGE CALCULATION

YOU MAY PAY YOUR BALANCE IN FULL AT ANY TIME.

YOUR ANNUAL PERCENTAGE RATE (APR) IS THE ANNUAL INTEREST RATE ON YOUR ACCOUNT.

| Type of Balance | Annual Percentage Rate (APR) | Balance Subject to Interest Rate | Interest Charged |
|-----------------|------------------------------|----------------------------------|------------------|
| ADVANCES | 12.50% (v) | \$7,861.08 | \$88.35 |

Notice: See reverse side for important information about your account.
5596 738 1 7 13 130820 8 PAGE 1 OF 2 1 8 9081 7610 7602 CUM5596

Detach and mail with check payable to Wells Fargo.
Print address/phone changes below:

Home ()

Account No. 159760
New Balance \$7,937.86
Minimum Payment Due \$153.00
Payment Due Date September 14, 2013

Payment Enclosed \$

0761235976000000153000000793786

WELLS FARGO CARD SERVICES
PO BOX 30097
LOS ANGELES CA 90030-0097

Y8Q
16

G REZA ZANDJAN JAZI
PO BOX 927574
SAN DIEGO CA 92192-7574



Wells Fargo Money Market SavingsSM

Account num 6971 ■ September 1, 2013 - September 30, 2013 ■ Page 1 of 3



G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN
 PO BOX 927674
 SAN DIEGO CA 92192-7674

Questions?

Available by phone 24 hours a day, 7 days a week:

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-721-2632

華語 1-800-288-2288 (8am to 7 pm PT, M-F)

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (114)
 P.O. Box 6995
 Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Activity summary

| | |
|-------------------------------|-----------------|
| Beginning balance on 9/1 | \$42.29 |
| Deposits/Additions | 75.01 |
| Withdrawals/Subtractions | - 0.00 |
| Ending balance on 9/30 | \$117.30 |

Account no 6971

G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use
 Routing Number (RTN): 121042882

Interest summary

| | |
|---------------------------------------|----------|
| Interest paid this statement | \$0.01 |
| Average collected balance | \$112.29 |
| Annual percentage yield earned | 0.11% |
| Interest earned this statement period | \$0.01 |
| Interest paid this year | \$0.19 |

Wells Fargo® Preferred Checking

Account num: 5920 ■ September 7, 2013 - October 4, 2013 ■ Page 1 of 4



G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN
 PO BOX 927674
 SAN DIEGO CA 92192-7674

Questions?

Available by phone 24 hours a day, 7 days a week:

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (8 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (114)
 P.O. Box 6885
 Portland, OR 97228-6885

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account. Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

| | | | |
|--------------------|-------------------------------------|-----------------------|-------------------------------------|
| Online Banking | <input checked="" type="checkbox"/> | Direct Deposit | <input type="checkbox"/> |
| Online Bill Pay | <input checked="" type="checkbox"/> | Auto Transfer/Payment | <input type="checkbox"/> |
| Online Statements | <input checked="" type="checkbox"/> | Overdraft Protection | <input checked="" type="checkbox"/> |
| Mobile Banking | <input checked="" type="checkbox"/> | Debit Card | <input type="checkbox"/> |
| My Spending Report | <input checked="" type="checkbox"/> | Overdraft Service | <input type="checkbox"/> |

You could go to Super Bowl XLVIII in NY/NJ, courtesy of Visa!
 Learn more by visiting wellsfargo.com/football

No purchase or obligation necessary to enter or win.

Activity summary

| | |
|-------------------------------|---------------|
| Beginning balance on 8/7 | \$14.51 |
| Deposits/Additions | 0.00 |
| Withdrawals/Subtractions | - 13.00 |
| Ending balance on 10/4 | \$1.51 |

Account num: 5920

G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use
 Routing Number (RTN): 121042882

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 00002981476971

WELLS FARGO

VISA

Account Number
Statement Billing Period
Page 1 of 2

Ending In 7478
10/12/2015 to 11/10/2015



Balance Summary

Previous Balance \$1,700.81
- Payments
+ Other Credits
+ Cash Advances
+ Purchases, Balance Transfers & Other Charges
+ Fees Charged
+ Interest Charged
= New Balance

\$1,700.81

24-Hour Customer Service: 1-800-442-4720
TTY for Hearing/Speech Impaired: 1-800-419-2265
Outside the US Call Collect: 1-825-422-7400
Wells Fargo Online: wells.fargo.com

Send General Inquiries To:
PO Box 10247, Des Moines IA, 50306-0347

Total Credit Limit

Total Available Credit

Payment Information

New Balance
Minimum Payment
Payment Due Date

Wells Fargo Rewards® Program Summary

Rewards Balance as of:

The Rewards Balance is for Rewards ID 80003205990.
This balance may be inclusive of other contributing Rewards accounts. For up-to-date Rewards Balance information, or more ways to earn and redeem your rewards, visit WellsFargoRewards.com or call 1-877-617-1358.

Transactions

| Trans | Post | Reference Number | Description | Credits | Charges |
|----------------------|-------|-------------------|--------------------------------------|----------|---------|
| Payments | | | | | |
| 10/14 | 10/14 | 7446842830A98J41Y | ONLINE PAYMENT | 189.00 | |
| 10/22 | 10/22 | 7446842830A98J42Z | BRANCH PAYMENT DASH REF# 02E201NSVTN | 1,500.00 | |
| Other Credits | | | | | |
| 10/11 | 10/11 | F45830096000AL294 | REFUND OF LATE FEES | 35.00 | |

Purchases, Balance Transfers & Other Charges

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD

Redacted Due To
Information
Falls Outside of
the Scope of
this Order

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Confirmed

6566 VISA 1 7 8 131210 0 PAGE 1 of 3 1 0 001 0000 0215 00175156

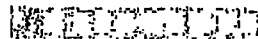
Account Number
New Balance
Minimum Payment
Payment Due Date

478

4707

YKS 4

Amount
Enclosed



WELLS FARGO CARD SERVICES
PO BOX 80084
LOS ANGELES CA 90030-0084

© R JAZZ
PO BOX 622674
SAN DIEGO CA 92162-7674

Check here and see reverse for address and/or phone number correction.

G REZA ZANDIAN JAZI
Account No 19780



For 24-Hour Customer Service Call:
1-800-946-2828
We accept Telecommunications Relay Service calls.
Wells Fargo Online®: wells Fargo.com

See back for important information about your account.

Please note that calling will not preserve your Billing Rights. If you prefer to write, see back for address.

PERSONAL LINE OF CREDIT STATEMENT

ACCOUNT SUMMARIES

| CREDIT LINE SUMMARY | | ACCOUNT ACTIVITY SUMMARY | | PAYMENT INFORMATION | |
|------------------------|------------------|--------------------------|------------|---------------------|-------------------|
| Credit Limit | \$8,500.00 | Previous Balance | \$8,043.51 | New Balance | \$8,148.04 |
| Available Credit | \$351.00 | Payments/Credits | -\$353.00 | Minimum Payment Due | \$177.00 |
| Statement Closing Date | October 29, 2013 | Advances/Other Activity | \$349.00 | Payment Due Date | November 14, 2013 |
| | | Fees Charged | \$25.00 | | |
| | | Interest Charged | \$83.53 | | |
| | | New Balance | \$8,148.04 | | |

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

| If you make no additional advances on this account and each month you pay: | You will pay off the balance shown on this statement in about: | And you will end up paying an estimated total of: |
|--|--|---|
| Only the minimum payment | 24 years | \$17,081 |
| \$272 | 3 years | \$9,809 (Savings = \$7,272) |

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$25.00 late fee.

Payoff Request Information: Balances include unpaid interest charges, and other unpaid fees and charges. The New Balance owed is not a payoff amount. Please, contact Customer Service at 1-800-946-2828 for an accurate payoff.

If you would like information about credit counseling services, refer to: www.usdoj.gov/usis/enfapopa/code/ea_approved.htm or call 877-285-2108.

TRANSACTIONS

| Post Date | Trans Date | Reference | Description | Amount |
|-------------------------|------------|-------------------|---------------------------------------|----------------|
| 10/17 | 10/17 | P808100820A8Z78DA | ONLINE PAYMENT | -\$163.00 |
| 10/18 | 10/18 | P808100930A96GT9E | ONLINE ADVANCE | \$189.00 |
| 10/18 | 10/18 | P808100930A95H04H | ONLINE ADVANCE | \$150.00 |
| 10/18 | 10/18 | P808100930A95HT8T | ONLINE PAYMENT | -\$200.00 |
| FEES | | | | |
| 10/14 | 10/14 | | LATE FEE | \$25.00 |
| | | | TOTAL FEES FOR THIS PERIOD | \$25.00 |
| INTEREST CHARGED | | | | |
| 10/20 | 10/20 | | Interest Charged on Advances | \$83.53 |
| | | | TOTAL INTEREST FOR THIS PERIOD | \$83.53 |

| 2013 Totals Year-to-Date | |
|--------------------------------|----------|
| Total fees charged in 2013 | \$125.00 |
| Total interest charged in 2013 | \$83.43 |

Notice: See reverse side for important information about your account.
5596 Y8G 1 7 13 131020 0 PAGE 1 of 2 1 0 9081 7610 F602 01985596

Detach and mail with check payable to Wells Fargo.
Print address/phone changes below:

Account No. 59780
New Balance \$8,148.04
Minimum Payment Due \$177.00
Payment Due Date November 14, 2013

Home ()

Payment Enclosed \$

0761235976000000177000000814804

WELLS FARGO CARD SERVICES Y8G
PO BOX 30097 16
LOS ANGELES CA 90030-0097

G REZA ZANDIAN JAZI
PO BOX 827874
SAN DIEGO CA 92192-7874



Exhibit 9

Exhibit 9

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 3

Ending in 7470
03/12/2013 to 04/10/2013

Balance Summary

| | |
|--|------------|
| Previous Balance | \$1,546.09 |
| - Payments | \$216.16 |
| - Other Credits | \$0.00 |
| + Cash Advances | \$0.00 |
| + Purchases, Balance Transfers & Other Charges | \$2,372.67 |
| + Fees Charged | \$0.00 |
| + Interest Charged | \$40.34 |
| = New Balance | \$3,842.84 |
| Total Credit Limit | \$3,800 |

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2265
 Outside the US Call Collect: 1-925-928-7600
 Wells Fargo Online®: wells.fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50306-0347

Total Available Credit \$0

Payment Information

| | |
|------------------|------------|
| New Balance | \$3,842.84 |
| Minimum Payment | \$79.00 |
| Overlimit Amount | \$42.84 |
| Total Amount Due | \$121.84 |
| Payment Due Date | 05/09/2013 |

Send Payments To:
 PO Box 30089, Los Angeles CA, 90030-0089

Late Payment Warning: If we do not receive your Minimum Payment by 05/09/2013, you may have to pay a late fee up to \$35.
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

| If you make no additional charges using this card and each month you pay ... | You will pay off the New Balance shown on this statement in about ... | And you will end up paying an estimated total of ... |
|--|---|--|
| Only the minimum payment | 19 years | \$7,877 |
| \$133 | 3 years | \$4,772 (Savings of \$3,105) |

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/foia/bapcpa/ccd/cc_approved.htm or call 1-877-286-2108.

Important Information

YOUR BALANCE EXCEEDS YOUR CREDIT LIMIT. CALL 1-800-646-6583 OR VISIT WELLSFARGO.COM TO MAKE A PAYMENT. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Wells Fargo Rewards® Program Summary

| | |
|--------------------------------|---------------|
| Rewards Previous Balance: | 67,768 |
| Points Earned: | 2,573 |
| Earn More Make® Bonus Points: | 0 |
| Points Redeemed: | 0 |
| Total Available Points: | 70,141 |

We offer more rewards choices so you can choose a reward that suits your style. You'll find gift cards, cash rewards, travel, merchandise and even charitable contributions.

Track your points balance or get more information at www.WellsFargoRewards.com or by calling 1-877-517-1358.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5396 YKG 1 7 6 130410 8 0 PAGE 1 of 3 1 0 8583 2008 8049 01DF5596

Detach and mail with check payable to Wells Fargo

Account Number 7470
 New Balance \$3,842.84
 Minimum Payment \$79.00
 Overlimit Amount \$42.84
 Total Amount Due \$121.84 YKG 4
 Payment Due Date 05/09/2013

174709

Amount Enclosed



WELLS FARGO CARD SERVICES
 PO BOX 30089
 LOS ANGELES CA 90030-0089

G R JAZI
 PO BOX 927874
 SAN DIEGO CA 92192-7874



Check here and see reverse for address and/or phone number correction.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Billing Error Summary. If you believe your bill is wrong (an "Error"), or if you need more information about a transaction on your bill, write to us on a separate sheet of paper as soon as possible at: P.O. Box 622, Des Moines, IA 50306-0622. We must hear from you no later than 60 days after we sent you the first bill on which the Error appeared. You may notify us using other means (including calling us at the number listed on the front of the statement), but doing so will not preserve your rights.

In your letter (a "Written Notice"), provide the following information:

- Your name and account number.
- The date and dollar amount of suspected Error.
- Description of the Error and why you believe there is an Error. If you need more information, please describe the item you are not sure about.

You do not have to pay any alleged Error amount while we are investigating, but you are still obligated to pay the parts of your bill that are not part of the alleged Error amount. While we investigate, we expect you to do a minimum of 10 days after we collect the alleged Error amount. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you believe is an Error. To stop the payment, your Written Notice must reach us five (5) business days before the automatic payment is scheduled to occur.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services you purchased with a credit card, and you have tried in good faith to correct it in a problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address and you have not paid the balance of the disputed charge. If the item or service is returned, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.

Credit Information. NOTICE: We may furnish information about your account to consumer reporting agencies. You have the right to dispute the accuracy of information that we have reported by writing to us at P.O. Box 14517, Des Moines, IA 50306-0517 and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to an identity theft, you will need to provide us with an identity theft report.

Payments. "Performing Payments" are payments mailed using the enclosed envelope and payment coupon to the payment address specified on the statement or, generally, made via the "Transfer" tab on the "Make a Payment" link on the credit card/Account Activity Web Page. Performing Payments received via mail by 6:00 p.m. will be credited as of the date of receipt. Performing Payments received after 6:00 p.m. will be credited as of the next day. Cut-off times for Performing Payments made via our Web site will be as shown at the time of the transaction. "Non-Performing Payments" are payments made by any other means and may not receive credit for up to five days after the date of receipt. Non-Performing payments include, but are not limited to, placing the provided envelope and payment coupon in another envelope.

Notes About Electronic Check Conversion: When you provide a check as payment, you authorize us either to make information from your check to make a one-time electronic fund transfer from your account or to process the payment as a direct transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Payment in Full for Less Than Account Balance Request: If you intend to pay your account in full with an amount less than the total owed on your account, you must send your request to us at: P.O. Box 6071, Portland, OR 97208-6071. Such payments will not discharge your full debt.

How We Calculate Your Balance. We use a method called "average daily balance (including new purchases)". For more information regarding this calculation, please call our toll-free Customer Service number located on the front of this statement.

How to Avoid Paying Interest on Purchases. Your Payment Due Date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.

Secured Accounts. For Secured accounts, your credit card account is secured by a pledge of your Secured Card Collateral Account with Wells Fargo Bank, N.A., established in connection with your application for the card. You agree that this pledge includes and gives the right to the bank to redeem, collect and deliver any part of the full amount of the Secured Card Collateral Account upon any default under your secured credit card agreement, or in the event your secured credit card agreement is terminated by bank for any reason. This pledge is given as a security interest for any and all amounts you owe, including interest, fees and costs which may accrue under your secured credit card account. You agree that if your Secured credit card account is closed, the bank may apply funds in the Secured Card Collateral Account to pay all any balance of the credit card account. If there are still funds remaining in the Collateral Account after doing so, those funds may remain on deposit for up to 60 days before being returned to you.

Special Information for Colorado Residents. Colorado law requires Wells Fargo to alert you the option of signing a prior consent form. The signed prior consent permits Wells Fargo to release records of your accounts to the county department of social services or local law enforcement for the purpose of investigating known or suspected child exploitation. Please contact us at the number listed on the front of this statement for a copy of the form.

Customer Service Monitoring. Some calls between bank employees and our customers may be monitored and recorded by supervisors to ensure quality of service.

INFORMACIÓN IMPORTANTE SOBRE SU CUENTA

Resumen de Errores de Facturación. Si cree que hay algún error en su estado de cuenta (un "Error"), o si necesita más información sobre una transacción que aparece en su estado de cuenta, por favor escríbanos lo pronto posible en un correo electrónico a: P.O. Box 622, Des Moines, IA 50306-0622. Debemos recibir su correo electrónico no más tarde de 60 días de la fecha en que la transacción apareció por primera vez en su estado de cuenta. Puede contactarnos por otros medios (lo que incluye llamararnos al número que aparece en el frente del estado de cuenta) pero el correo electrónico preservará sus derechos.

En su carta (una "Notificación por Escrito"), por favor incluya la siguiente información:

- El nombre y número de cuenta.
- La fecha y el monto en dólares del Error del que sospecha.
- Una descripción del Error y la razón por la cual usted cree que se trata de un Error. Si necesita más información, por favor describa el ítem del que no está seguro.

No tiene que pagar el monto del supuesto Error mientras lo investigamos, pero seguirá obligado a pagar las porciones del saldo de su cuenta que no forman parte del monto del supuesto Error. Mientras investigamos, se podrán retirar de su cuenta los fondos necesarios para cubrir el monto del supuesto Error. Si cree que ha autorizado a pagar su cuenta de tarjetas de crédito de manera automática desde su cuenta de ahorros o de cheques, puede suspender el pago por cualquier monto que crea que es un Error. Para suspender el pago, su Notificación por Escrito debe llegarnos tres (3) días hábiles antes del día en que está programado el pago automático.

Regla Especial para Compras con Tarjetas de Crédito: Si usted tiene algún problema con la calidad de los bienes o servicios que adquirió con una tarjeta de crédito, y ha intentado de buena fe resolver el problema con el comerciante, quizá no tenga que pagar el monto restante adeudado por los bienes o servicios. Usted tiene esta protección solamente si el precio de compra superó a los \$50 y la compra fue realizada en el estado en que se le emitió o a una distancia no superior a 100 millas de su domicilio postal, y siempre que no haya recibido el estado de cuenta en disputa. Si el ítem o los servicios no son devueltos o si el comerciante no acepta un reembolso de la tarjeta de crédito, todos los compras están cubiertas, sin importar el monto o lugar de la compra.

Información de Crédito. AVISO: Podemos dar información sobre su cuenta a las agencias de informes sobre consumidores. Usted tiene el derecho de solicitar la exactitud de la información que damos por escrito a la siguiente dirección: P.O. Box 14517, Des Moines, IA 50306-0517. En su carta, deberá describir la información específica que sea inexacta o en disputa, y proporcionar cualquier evidencia con documentación de respaldo. Si considera que se trata de información relacionada con el robo de identidad, deberá enviarnos una denuncia de robo de identidad correspondiente.

Pagos. Los "Pagos en Comprobante" son pagos enviados con el sobre adjunto y talón de pago a la dirección de pago especificada en el estado de cuenta o en general a través de la pestaña "Transfer" (también disponible en español) o "Make a Payment" de la pestaña "Account Activity" (también disponible en español) de los servicios bancarios por Internet de Wells Fargo en wellsfargo.com. Los Pagos en Comprobante recibidos por correo no más tarde a las 6 p.m. serán acreditados el día siguiente. Los Pagos en Comprobante recibidos después de las 6 p.m. serán acreditados al día siguiente. Los pagos en línea que se hacen a través de nuestra página Web serán acreditados al momento de la transacción. Los "Pagos en Intercambio" son pagos efectuados por cualquier otro medio y es posible que no reciban crédito durante hasta 5 días después de la fecha de recibo. Los Pagos en Intercambio incluyen, sin limitación, poner el sobre proporcionado y talón de pago en otro sobre.

Aviso Sobre Conversión de Cheques Electrónicos: Al proporcionar un cheque como forma de pago, usted nos da su autorización para utilizar la información de su cheque a fin de realizar una transferencia automática de fondos de su cuenta a nuestra cuenta de pago como una transacción de cheque. Cuando nosotros usamos la información de su cheque para realizar una transferencia automática de fondos, los fondos podrán ser retirados de su cuenta tan rápido como el mismo día en que recibamos su pago, y su institución financiera no le regresará el cheque. Si desea las opciones de pago de cheques, por favor escríbanos a la siguiente dirección: P.O. Box 6071, Portland, OR 97208-6071. Dichos pagos no cancelarán la totalidad de su deuda.

Pago Total por un Monto Menor al Saldo de la Cuenta: Si usted planea pagar la totalidad del saldo de su cuenta por un monto inferior al monto total adeudado en su cuenta, deberá enviarnos su solicitud a la siguiente dirección: P.O. Box 6071, Portland, OR 97208-6071. Dichos pagos no cancelarán la totalidad de su deuda.

Cómo Calcular su Saldo. Usamos un método denominado "saldo diario promedio (incluyendo nuevas compras)". Para más información acerca de este método, por favor llame a nuestro número gratuito de Servicio al Cliente ubicado al frente de este estado de cuenta.

Cómo Evitar Pagar Intereses sobre Compras. La Fecha de Vencimiento del Pago es al menos 25 días después del cierre de cada período de facturación. No cobramos intereses sobre las compras si usted paga la totalidad de su estado de cuenta antes de la fecha de vencimiento de cada mes. Comenzamos a cobrar los intereses sobre saldos en adelante a la fecha de transacción.

Cuentas Garantizadas. Para Cuentas Garantizadas, su estado de tarjeta de crédito está garantizado por la entrega en pronta de su Cuenta Colateral de la Tarjeta Garantizada de Wells Fargo Bank N.A., establecida en relación con su solicitud de la tarjeta. Usted conviene en que esta entrega en pronta incluye y da al banco el derecho a redimir, cobrar y retirar cualquier parte o la totalidad del monto adeudado en la Cuenta Colateral de la Tarjeta Garantizada en caso de cualquier falta de cumplimiento bajo el acuerdo de la tarjeta de crédito garantizada, o en caso de este dicho convenio por el banco, por cualquier motivo. Esta entrega en pronta es como garantía de cada uno y todos los montos que usted adeude, incluidos los intereses, gastos y cargos que puedan acumularse bajo su Cuenta de Tarjeta de Crédito Garantizada. Usted está de acuerdo en que si su Cuenta de Tarjeta de Crédito Garantizada no puede ser mantenida activa, el banco podrá aplicar los fondos pendientes de la Cuenta Colateral de la Tarjeta Garantizada para pagar cualquier saldo en la tarjeta de tarjeta de crédito. Si después de hacerlo aún quedara balance en la Cuenta Colateral, dichos fondos podrán permanecer en depósito durante hasta 60 días antes de que se les retorne a usted.

Información Especial para los Residentes de Colorado. La ley de Colorado exige que Wells Fargo le alerte la opción de firmar un formulario de consentimiento previo. El formulario de consentimiento previo permite a Wells Fargo a divulgar los registros de sus cuentas al departamento de servicios sociales del condado o a la agencia del orden público local para investigar explotación infantil conocida o sospechada. Llámese al número en el frente de este estado de cuenta para obtener una copia del formulario.

Monitoreo del Servicio al Cliente. Algunas llamadas entre los empleados del banco y nuestros clientes pueden ser monitoreadas y grabadas por los supervisores para asegurar la calidad del servicio.

CHDF6206 - 7 - 07/05/2011

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Change of Address Form - If your address has changed, provide your complete new address below. Be sure to check box on reverse side of coupon and enclose in the envelope provided. Please use this section only for address changes. If you have any questions, please call the toll-free customer service number on the front of this statement.

Formulario de Cambio de Dirección - Si su dirección ha cambiado, proporcione su nueva dirección completa abajo. Asegúrese de indicar el cuadro al dorso del cupón y adjúntelo en el sobre anexo. Por favor use esta sección solamente para cambios de dirección. Si tiene preguntas, por favor llame al número de Servicio al Cliente al frente de este estado de cuenta.

| | |
|--------------------|-------------------|
| ACCOUNT FIRST NAME | ACCOUNT LAST NAME |
| NEW STREET ADDRESS | |
| PO BOX / APT # | |
| CITY, STATE/ZIP | |
| HOME PHONE | WORK PHONE |

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 2 of 4

Ending in 7479
03/12/2013 to 04/10/2013

Transactions

| Trans | Post | Reference Number | Description | Credits | Charges |
|---------------------------------------|-------|-------------------|----------------|-----------------|---------|
| Payments | | | | | |
| 03/16 | 03/16 | 74465422Q0A8164K2 | ONLINE PAYMENT | 80.00 | |
| 03/30 | 03/30 | 74466422S0A8XS4KX | ONLINE PAYMENT | 160.00 | |
| 03/30 | 03/30 | 74466422E0A8XS5Y6 | ONLINE PAYMENT | 48.18 | |
| TOTAL PAYMENTS FOR THIS PERIOD | | | | \$288.18 | |

Purchases, Balance Transfers & Other Charges

| | | | | | |
|---|-------|--------------------|---|--|-------------------|
| 03/10 | 03/12 | 244273326LM817D17 | MOTHER'S MARKET & K IRVINE CA | | 11.08 |
| 03/11 | 03/12 | 243160827FY6LEPW | SHELL OIL 67442723003 IRVINE CA | | 67.98 |
| 03/11 | 03/12 | 244273326LYJ3M25CQ | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 14.42 |
| 03/11 | 03/12 | 244273327LM88KAYA | MOTHER'S MARKET & K IRVINE CA | | 5.86 |
| 03/11 | 03/12 | 244273327LM88KAYX | MOTHER'S MARKET & K IRVINE CA | | 3.88 |
| 03/11 | 03/12 | 2444600276S839KXV | OO AUTO RENTAL NEWPORT BEACH CA | | 15.14 |
| 03/11 | 03/12 | 2444600276S839KOE | OO AUTO RENTAL NEWPORT BEACH CA | | 138.06 |
| 03/12 | 03/12 | 244273327LYJ3YKHT | MOTHER'S MARKET & K IRVINE CA | | 11.16 |
| 03/12 | 03/12 | 244273327LYJ3Z276 | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 14.42 |
| 03/13 | 03/13 | 24224432931T6H5MR | PANINI CAFE-IRVINE IRVINE CA | | 10.76 |
| 03/13 | 03/13 | 244273326LYJ4HGRB | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 14.42 |
| 03/13 | 03/13 | 244273326LYJ4H4H7 | MOTHER'S MARKET & K IRVINE CA | | 4.40 |
| 03/13 | 03/13 | 244273326LYJ4H6P3 | MOTHER'S MARKET & K IRVINE CA | | 8.48 |
| 03/13 | 03/13 | 24493982888306JDS | HEN HOUSE GRILL IRVINE CA | | 14.03 |
| 03/14 | 03/14 | 244273326LYJ642X9 | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 4.28 |
| 03/14 | 03/14 | 244273326LYJ642GB | MOTHER'S MARKET & K IRVINE CA | | 4.28 |
| 03/14 | 03/14 | 24431062961B6WKTG | JOHN PETER LEE LTD 702-362-4044 NV | | 760.00 |
| 03/14 | 03/14 | 24446002A007YVMWV | WHOLEFDS JAM 10231 TUSTIN CA | | 10.69 |
| 03/14 | 03/14 | 24446002A2X46M8ZLN | MARSHALLS #0668 IRVINE CA | | 17.26 |
| 03/15 | 03/15 | 24316082BFY8S44S3 | SHELL OIL 67442723003 IRVINE CA | | 70.55 |
| 03/15 | 03/15 | 244273326LYJ6REB5 | MOTHER'S MARKET & K IRVINE CA | | 4.88 |
| 03/15 | 03/15 | 24446002B00918DHR | WHOLEFDS JAM 10231 TUSTIN CA | | 20.46 |
| 03/15 | 03/15 | 24446712A8FL60S9 | RALPHS #0080 IRVINE CA | | 15.99 |
| 03/15 | 03/15 | 244273326LYJ6ZJM9 | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 9.69 |
| 03/15 | 03/15 | 2443106296A819DY3 | CHIPOTLE 1441 NEWPORT BEACH CA | | 11.72 |
| 03/15 | 03/15 | 24446712Q8PNLXQ3B | RALPHS #0080 IRVINE CA | | 41.82 |
| 03/17 | 03/17 | 24493982Q8B90PFZV | HEN HOUSE GRILL IRVINE CA | | 24.99 |
| 03/18 | 03/18 | 244273326LYJ3FT2R | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 16.72 |
| 03/18 | 03/18 | 24446002E007HMF8V | WHOLEFDS JAM 10231 TUSTIN CA | | 22.18 |
| 03/19 | 03/19 | 24164052FB01A0419 | EXXONMOBIL 87615668 IRVINE CA | | 27.00 |
| 03/19 | 03/19 | 244273326LYJ42LRM | MOTHER'S MARKET & K IRVINE CA | | 3.89 |
| 03/19 | 03/19 | 24446002F2XFY6V2V | WHOLESOME CHOICE MARKET IRVINE CA | | 19.42 |
| 03/20 | 03/20 | 24184072FLR7J6KN | TARGET 60003388 IRVINE CA | | 12.41 |
| 03/20 | 03/20 | 24224432G31T8E2BQ | PANINI CAFE-IRVINE IRVINE CA | | 10.76 |
| 03/20 | 03/20 | 24323042FGT7V28PK | FLETOHER JONES MOTOROA NEWPORT BEACH CA | | 394.24 |
| 03/20 | 03/20 | 244273326LYJ4FYRM | MOTHER'S MARKET & K IRVINE CA | | 34.57 |
| 03/20 | 03/20 | 244273326LYJ4FZB7 | MOTHER'S MARKET & K IRVINE CA | | 3.89 |
| 03/20 | 03/20 | 244273326LYJ4G0BK | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 14.47 |
| 03/21 | 03/21 | 24164072G0HC2888F | ENTERPRISE RENT-A-CAR NEWPORT BEACH CA | | 34.35 |
| 03/21 | 03/21 | 244273326LYJ4XJEA | MOTHER'S MARKET & K IRVINE CA | | 3.89 |
| 03/21 | 03/21 | 24431082H8AS13FD3 | CHIPOTLE 1441 NEWPORT BEACH CA | | 11.72 |
| 03/22 | 03/22 | 24224432J31T8SDBT | PANINI CAFE-IRVINE IRVINE CA | | 10.76 |
| 03/22 | 03/22 | 244273326LYJ6BHOA | MOTHER'S MARKET & K IRVINE CA | | 4.88 |
| 03/22 | 03/22 | 24446002J2XJBA1YY | WHOLESOME CHOICE MARKET IRVINE CA | | 32.84 |
| 03/23 | 03/23 | 24224432J90WAFWQ | COFFEE BEAN STORE NEWPORT BEACH CA | | 4.26 |
| 03/24 | 03/24 | 244273326LYJ6EW56 | MOTHER'S MARKET & K IRVINE CA | | 103.49 |
| 03/24 | 03/24 | 244273326LYJ6F8TG | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 14.47 |
| 03/24 | 03/24 | 24446002L2XEV4QY7 | IN-N-OUT BURGER #193 SANTA ANA CA | | 6.16 |
| 03/25 | 03/25 | 24224432M31T8QKXV | PANINI CAFE-IRVINE IRVINE CA | | 11.83 |
| 03/25 | 03/25 | 24431082M689S8TDV | CHIPOTLE 0805 SANTA ANA CA | | 7.24 |
| 03/25 | 03/25 | 24316062NFYPBQ79B | SHELL OIL 67442723003 IRVINE CA | | 68.97 |
| 03/26 | 03/26 | 244273326LYJ4DQ2P | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 9.72 |
| 03/26 | 03/26 | 244273326LYJ4Q57P | MOTHER'S MARKET & K IRVINE CA | | 10.81 |
| 03/26 | 03/26 | 24431082N809S8TJ6 | CHIPOTLE 0805 SANTA ANA CA | | 8.29 |
| 03/27 | 03/27 | 24013382P01LPP975 | CALIFORNIA FISH GRILL #2 IRVINE CA | | 9.71 |
| 04/01 | 04/01 | 24164072VM80RR16H | PETCO 623 63606234 NEWPORT BEACH CA | | 18.36 |
| 04/01 | 04/01 | 24224432W81T8QKPE | PANINI CAFE-IRVINE IRVINE CA | | 12.00 |
| 04/01 | 04/01 | 244273326LYJ4LA88 | MOTHER'S MARKET & K IRVINE CA | | 33.26 |
| 04/01 | 04/01 | 244273326LYJ41NH3 | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 7.00 |
| 04/01 | 04/01 | 244273326LYJ4182B | MOTHER'S MARKET & K IRVINE CA | | 5.55 |
| 04/02 | 04/02 | 24128422X2X48WDW4 | CULVER AUTO SPA IRVINE CA | | 12.88 |
| 04/02 | 04/02 | 24224432X31T8E7HN | PANINI CAFE-IRVINE IRVINE CA | | 12.00 |
| 04/02 | 04/02 | 244273326LYJ42HGT | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 7.00 |
| 04/02 | 04/02 | 244273326LYJ42207 | MOTHER'S MARKET & K IRVINE CA | | 6.43 |
| 04/02 | 04/02 | 24768012X6V6X83MR | CROWN ACE HARDWARE IRVINE CA | | 16.00 |
| 04/03 | 04/03 | 24071062X4K9T06MF | FRESH GRILLER - SANTA SANTA ANA CA | | 6.48 |
| 04/03 | 04/03 | 244273326LYJ482QW | MOTHER'S MARKET & K IRVINE CA | | 4.88 |
| 04/04 | 04/04 | 24071062Y4K0DBWL4 | FRESH GRILLER - SANTA SANTA ANA CA | | 11.44 |
| TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD | | | | | \$2,372.87 |

Fees Charged

| | |
|---|---------------|
| TOTAL FEES CHARGED FOR THIS PERIOD | \$0.80 |
|---|---------------|

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 3 of 3

Ending In 7479
03/12/2013 to 04/10/2013

Transactions (Continued...)

| Trans | Post | Reference Number | Description | Credits | Charges |
|---|------|------------------|----------------------------------|---------|----------------|
| Interest Charged | | | | | |
| | | | INTEREST CHARGE ON PURCHASES | | 40.34 |
| | | | INTEREST CHARGE ON CASH ADVANCES | | 0.00 |
| TOTAL INTEREST CHARGED FOR THIS PERIOD | | | | | \$40.34 |

| 2013 Totals Year-to-Date | |
|--------------------------------|----------|
| TOTAL FEES CHARGED IN 2013 | \$38.00 |
| TOTAL INTEREST CHARGED IN 2013 | \$128.69 |

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

| Type of Balance | Annual Percentage Rate (APR) | Balance Subject to Interest Rate | Days in Billing Cycle | Interest Charge |
|-----------------|------------------------------|----------------------------------|-----------------------|-----------------|
| PURCHASES | 14.95% | \$3,951.38 | 30 | \$40.34 |
| CASH ADVANCES | 23.99% | \$0.00 | 30 | \$0.00 |

Wells Fargo News

Have you received a tax refund?
Wells Fargo wants to talk with you about payment options that are available. Please call 1-800-542-4720.

Get more out of your card without leaving your chair



Check out the online Credit Card Service Center today

Now you can manage your Wells Fargo® Credit Card 24/7.
Sign on to Wells Fargo Online® at wellsfargo.com/creditcard.

With just a few clicks, you can:

- Pay your credit card bill
- Switch to online-only statements
- Have ongoing bills paid with your card
- Add credit card features like Rapid Alerts¹
- Request additional cards
- Put a picture on your credit card²
- Track your expenses — and much more



It's that simple. See for yourself, today.

¹Service provider fees may apply. ²Wells Fargo reserves the right to deny certain images.

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Together we'll go far



Exhibit 10

Exhibit 10

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 4

Ending In 7478
09/10/2011 to 10/11/2011

Balance Summary

| | |
|--|------------|
| Previous Balance | \$3,005.11 |
| - Payments | \$5,469.90 |
| - Other Credits | \$107.23 |
| + Cash Advances | \$0.00 |
| + Purchases, Balance Transfers & Other Charges | \$4,446.16 |
| + Fees Charged | \$0.00 |
| + Interest Charged | \$0.00 |
| = New Balance | \$1,873.14 |
| Total Credit Limit | \$2,900 |

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2265
 Outside the US Call Collect: 1-925-826-7800
 Wells Fargo Online®: wells.fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50308-0347

Total Available Credit \$1,004

Payment Information

| | |
|------------------|------------|
| New Balance | \$1,873.14 |
| Minimum Payment | \$19.00 |
| Payment Due Date | 11/05/2011 |

Send Payments To:
 PO Box 30088, Los Angeles CA, 90030-0088

Late Payment Warning: If we do not receive your Minimum Payment by 11/05/2011, you may have to pay a late fee up to \$35.
 Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

| If you make no additional charges using this card and each month you pay ... | You will pay off the New Balance shown on this statement in about ... | And you will end up paying an estimated total of ... |
|--|---|--|
| Only the minimum payment | 14 years | \$3,698 |
| \$65 | 3 years | \$2,325 (Savings of \$1,272) |

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eo/hsnrcpa/code/cca_approved.htm or call 1-877-285-2108.

Important Information

REVISED AGREEMENT FOR ONLINE BANKING
 WE'VE UPDATED OUR ONLINE ACCESS AGREEMENT.
 TO SEE WHAT HAS CHANGED, PLEASE VISIT WWW.WELLSFARGO.COM/ONLINEUPDATES

EFFECTIVE NOVEMBER 1, 2011, THE PLAN ADMINISTRATOR FOR TRAVEL ACCIDENT INSURANCE COVERAGE, PROVIDED ON ALL FLIGHTS AND OTHER COMMON CARRIER TRAVEL CHARGED TO YOUR WELLS FARGO CREDIT CARD, HAS CHANGED TO CCSI. CONTACT 1-800-642-4720 TO OBTAIN FURTHER DETAILS.

Wells Fargo Rewards® Program Summary

| | |
|-------------------------------|--------|
| Rewards Previous Balance: | 28,489 |
| Points Earned: | 4,339 |
| Earn More Mail® Bonus Points: | 0 |
| Bonus Points Earned: | 0 |
| Total Available Points: | 33,465 |

We offer more rewards choices so you can choose a reward that suits your style. You'll find gift cards, cash rewards, travel, merchandise and even charitable contributions.
 Track your points balance or get more information at www.WellsFargoRewards.com or by calling 1-877-517-1358.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

8596 YK3 1 7 6 111011 0 PAGE 1 of 4 1 0 3583 2000 R049 01NF5396

Detach and mail with check payable to Wells Fargo

Account Number 7470
 New Balance \$1,873.14
 Minimum Payment \$19.00
 Payment Due Date 11/05/2011

74706

YK3 4

Amount Enclosed



WELLS FARGO CARD SERVICES
 PO BOX 30088
 LOS ANGELES CA 90030-0088

G R JAZI
 PO BOX 827674
 SAN DIEGO CA 92182-7674



Check here and see reverse for address and/or phone number correction.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Billing Rights Summary. If you believe your bill is wrong (an "Error"), or if you need more information about a transaction on your bill, write to us on a separate sheet of paper as soon as possible at P.O. Box 622, Des Moines, IA 50306-0622. We must hear from you no later than 60 days after we send you the bill on which the Error appeared. You may notify us using other means (including calling us) at the number listed on the front of this statement, but that day we will not preserve your rights.

In your letter (a "Written Notice"), provide the following information:

- Your name and account number.
- The date and dollar amount of suspected Error.
- Description of the Error and why you believe there is an Error. If you need more information, please describe the item you are not sure about.

You do not have to pay any alleged Error amount while we are investigating, but you are still obligated to pay the parts of your bill that are not part of the alleged Error amount. While we investigate, we cannot report you as delinquent or take any action to collect the alleged Error amount. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payments on any amount you believe is an Error. To stop the payment, your Written Notice must reach us five (5) business days before the automatic payment is scheduled to occur.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address and you have not paid the balance of the disputed charge. If we own or operate the merchant, or if we mailed you the advertisement for the property or service, all purchases are covered regardless of amount or location of purchase.

Credit Information Notice: We may furnish information about your account to consumer reporting agencies. You have the right to dispute the accuracy of information that we have reported by writing to us at P.O. Box 10671, Des Moines, IA 50316-0671 and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe is false in a "credit report," you will need to provide us with a clearly written report.

Payments. "Conforming Payments" are payments mailed using the enclosed envelope and payment returned to the payment address specified on the statement or, generally, made via the "Transfer" link at www.wellsfargo.com. "Non-Conforming Payments" are payments mailed other than by the enclosed envelope and may not receive credit for up to five days after the date of receipt. Non-Conforming payments include, but are not limited to, payments made by check, money order, or cash.

Notice About Electronic Check Payments: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Payment in Full for Less Than Account Balance Request: If you intend to pay your account in full with an amount less than the total owed on your account, you must send your request to us at P.O. Box 6071, Portland, OR 97208-6071. Such payments will not discharge your full bill.

How We Calculate Your Balance. We use a method called "average daily balance (including new purchases)". For more information regarding this calculation, please call our toll-free Customer Service number located on the front of this statement.

How to Avoid Paying Interest on Purchases. Your Payment Due Date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on each advance and balance transfers on the transaction date.

Secured Accounts. For secured accounts, your credit card account is secured by a pledge of your Secured Card Collateral Account with Wells Fargo Bank, N.A., established in connection with your application for the card. You agree that this pledge includes and gives the right to Bank to repossess, collect and withdraw any part or the full amount of the Secured Card Collateral Account upon any default under your Secured card agreement, or in the event your secured credit card agreement is terminated by Bank for any reason. This pledge is given as a security interest for any and all amounts you owe, including interest, fees and costs which may accrue under your Secured card account. You agree that if your Secured card account is closed for any reason, the bank may apply funds in the Secured Card Collateral Account to pay off any balances on the credit card account. If there are still funds remaining in the Collateral Account after closing, those funds may remain on deposit for up to 60 days before being refunded to you.

Special Information for Colorado Residents. Colorado law requires Wells Fargo to offer you the option of signing a prior consent form. The signed prior consent permits Wells Fargo to release records of your accounts to the state department of social services or local law enforcement for the purpose of investigating known or suspected financial exploitation. Please contact us at the number listed on the front of this statement for a copy of the form.

Customer Service Monitoring. Some calls between bank employees and our customers may be monitored and recorded by supervisors to ensure quality of service.

INFORMACIÓN IMPORTANTE SOBRE SU CUENTA

Resumen de Derechos de Facturación. Si cree que hay algún error en su estado de cuenta (un "Error"), o si necesita más información sobre una transacción que aparece en su estado de cuenta, por favor escríbanos en un sobre aparte tan pronto como sea posible a P.O. Box 622, Des Moines, IA 50306-0622. Debemos recibir su correo dentro de un lapso de 60 días de la fecha en que le fuere enviada al primer estado de cuenta en que apareció el Error. Puede comunicarse con nosotros por otros medios (por ejemplo llamando al número que aparece en el frente del estado de cuenta) pero al hacerlo no preservará sus derechos.

En su carta (una "Notificación por Escrito"), por favor incluya la siguiente información:

- El nombre y número de cuenta.
- La fecha y el monto de la(s) transacción(es) que cree que es un Error.
- Una descripción del Error y la razón por la cual usted cree que es un Error. Si necesita más información, por favor describa el ítem del que no está seguro.

Usted no tiene que pagar el monto del supuesto Error mientras lo investigamos, pero usted sigue obligado a pagar las partes del monto de su cuenta que no forman parte del monto del supuesto Error. Mientras investigamos, no podemos reportar su estado de cuenta como impago por los meses o su importe. Si usted ha autorizado a pagar su tarjeta de crédito de forma automática desde su cuenta de ahorros o de cheques, puede suspender el pago por cualquier monto que sea que es el Error. Para suspender el pago, su Notificación por Escrito debe llegar a nosotros cinco (5) días hábiles antes de la fecha en que está programado el pago automático.

Regla Especial para Compras con Tarjeta de Crédito: Si usted tiene algún problema con la calidad de los bienes o servicios que adquirió con una tarjeta de crédito, y si usted ha intentado de buena fe resolver el problema con el comerciante, usted no tiene que pagar el monto restante adeudado por los bienes o servicios. Usted tiene esta protección solamente si el precio de compra supera a los \$50 y la compra fue realizada en el estado en que reside o a una distancia no superior a 100 millas de su domicilio postal, y siempre que no haya pagado el saldo del cargo en disputa. Si nosotros o el comerciante somos el dueño de dicho comercio, o si el comercio por correo es un servicio de suscripción de los bienes o servicios, todas las compras están cubiertas, sin importar el monto o lugar de la compra.

Información de Crédito. AVISO: Podemos dar información sobre su cuenta a las agencias de informes sobre crediticio. Usted tiene el derecho a cuestionar la exactitud de la información reportada por nosotros al estado o a la agencia de crédito. Por: 1-877-457-3273. En su carta, describa la información específica que sea inexacta o en disputa, y describa la información que usted cree es correcta. Si cree que se trata de información relacionada con el robo de identidad, deberá enviarnos una copia de identidad correspondiente.

Pagos. Los "Pagos en Conformidad" son pagos enviados con el sobre adjunto y (a) en la dirección de pago especificada en el estado de cuenta o en general a través de la Red "Transfer" que está disponible en inglés e "Make a Payment" en la ficha "Account Activity" (solo disponible en inglés) de los servicios bancarios por internet de Wells Fargo en www.wellsfargo.com. Los "Pagos no Conformes" son pagos enviados de otra manera que por el sobre adjunto y pueden no recibir crédito por hasta cinco días después de la fecha de recepción. Los "Pagos no Conformes" incluyen, pero no se limitan a, pagos por cheque, dinero en efectivo, o pagos en efectivo. Los "Pagos no Conformes" por pagos automáticos por cualquier otro medio y es posible que no reciban crédito durante hasta cinco días después de la fecha de recibo. Los Pagos no Conformes incluyen, sin limitación, el pago al sobre proporcionado y todo el pago en ese sobre.

Nota Sobre Cuentas de Cheques Electrónicos: Al proporcionar su cheque como forma de pago, usted nos da su autorización para utilizar la información de su cheque a fin de realizar una transferencia electrónica de su cuenta o procesar el pago como una transacción de cheque. Cuando nosotros usamos la información de su cheque para realizar una transferencia electrónica de fondos, los fondos podrán ser retirados de su cuenta tan rápido como el mismo día en que recibamos su pago, y su tarjeta bancaria no la regresará su cheque.

Pago Total por un Monto Inferior al Saldo de la Cuenta: Si usted desea pagar la totalidad del saldo de su cuenta por un monto inferior al monto total adeudado en su estado, deberá enviarnos su solicitud a la siguiente dirección: P.O. Box 6071, Portland, OR 97208-6071. Dichos pagos no cancelarán la totalidad de su deuda.

Cómo Calculamos Su Saldo. Usamos un método denominado "saldo diario promedio (incluyendo nuevas compras)". Para más información acerca de esta cálculo, por favor llame a nuestro número gratuito de Servicio al Cliente indicado al frente de este estado de cuenta.

Cómo Evitar Pagar Intereses sobre Compras. La Fecha de Vencimiento del Pago es al menos 25 días después del cierre de cada período de facturación. No cargaremos intereses sobre las compras si usted paga la totalidad de su saldo o más tarde en la fecha de vencimiento de cada mes. Comenzaremos a cargar intereses sobre adelantos en efectivo y transferencias de sobre a la fecha de transacción.

Cuentas Garantizadas. Para Cuentas Garantizadas, su cuenta de tarjeta de crédito está garantizada por el monto en prenda de su Cuenta Colateral de la Tarjeta Garantizada de Wells Fargo Bank, N.A., establecida en conexión con su solicitud de la tarjeta. Usted concuerda que esta garantía es un prenda en tiempo y día al Banco el derecho a repositar, cobrar y retirar cualquier parte o la totalidad del monto adeudado en la Cuenta Colateral de la Tarjeta Garantizada en caso de incumplimiento con el pago de su tarjeta de crédito o en caso de que la tarjeta de crédito sea suspendida o en caso de que dicho comercio sea terminado por el Error, por cualquier motivo. Esta prenda se otorga como garantía de cada uno y le otorga los mismos que usted otorga, también los intereses, costos y costas que pueden acumularse bajo su Cuenta de Tarjeta de Crédito Garantizada. Usted está de acuerdo en que el saldo de su Cuenta de Tarjeta de Crédito Garantizada se otorga por cualquier razón, el banco podrá aplicar los fondos adeudados en la Cuenta Colateral de la Tarjeta Garantizada para liquidar cualquier saldo en el cupón de tarjeta de crédito. El depósito de dinero está sujeto (tanto en la Cuenta Colateral, como cualquier depósito de dinero) a la ley de su estado de residencia.

Información Especial para los Residentes de Colorado. La Ley de Colorado exige que Wells Fargo le ofrezca la opción de firmar un formulario de consentimiento previo. El formulario de consentimiento previo permite a Wells Fargo a divulgar los registros de su sistema de capacitación de servicios sociales del consumidor o a la agencia del estado pública local para investigar explotación financiera conocida o sospechada. Llámese al número en el frente de este estado de cuenta para obtener una copia del formulario.

Monitoreo del Servicio al Cliente. Algunas llamadas entre los empleados del banco y nuestros clientes pueden ser monitoreadas y grabadas por los supervisores para asegurar la calidad del servicio.

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Change of Address Form - If your address has changed, provide your complete new address below, check the check box on reverse side of coupon and enclose in the envelope provided. Please use this section only for address changes. If you have any questions, please call the toll-free customer service number on the front of this statement.

Formulario de Cambio de Dirección - Si su dirección ha cambiado, proporcione su nueva dirección completa abajo. Marque el cuadro al dorso del cupón y adjúntelo en el sobre anexo. Por favor use esta sección solamente para cambios de dirección. El llame por favor al número de Servicio al Cliente al frente de este estado de cuenta.

| | |
|--------------------|-------------------|
| ACCOUNT FIRST NAME | ACCOUNT LAST NAME |
| NEW STREET ADDRESS | |
| PO BOX / APT # | |
| CITY STATE ZIP | |
| HOME PHONE | WORK PHONE |

WELLS FARGO



VISA

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09/10/2011 to 10/11/2011

Transactions

| Trans | Post | Reference Number | Description | Credits | Charges |
|---------------------------------------|-------|-------------------|--------------------------------------|-------------------|---------|
| Payments | | | | | |
| 09/28 | 09/28 | 74465428G0A8GFYKH | BRANCH PAYMENT CHECK REF# DZEMQR4B47 | 946.91 | |
| 09/28 | 09/28 | 74465428G0A8GFYMB | BRANCH PAYMENT CHECK REF# DZEMQR4B47 | 0.13 | |
| 09/28 | 09/28 | 74465428G0A8GFYMS | BRANCH PAYMENT CHECK REF# DZEMQR4B47 | 22.88 | |
| 09/28 | 09/28 | 74465428G0A8JLAA | ONLINE PAYMENT | 3,000.00 | |
| 10/04 | 10/04 | 74465428G0A8M4WY1 | ONLINE PAYMENT | 1,600.00 | |
| TOTAL PAYMENTS FOR THIS PERIOD | | | | \$8,469.90 | |

Other Credits

| Trans | Post | Reference Number | Description | Credits | Charges |
|--|-------|-------------------|---|-----------------|---------|
| 09/18 | 09/18 | 741640783AAYME6YP | STARBUCKS CORP00140188 NEWPORT BEACH CA | 2.25 | |
| 09/19 | 09/19 | 7444574872XE4J2RH | OFFICE DEPOT 8861 IRVINE CA | 104.98 | |
| TOTAL OTHER CREDITS FOR THIS PERIOD | | | | \$107.23 | |

Purchases, Balance Transfers & Other Charges

| Trans | Post | Reference Number | Description | Credits | Charges |
|-------|-------|---------------------|---|---------|---------|
| 09/08 | 09/10 | 24810747WWGNM49A8 | CHECKERED FLAG HAND CARWA IRVINE CA | | 9.99 |
| 09/08 | 09/10 | 24318057WPFYRMAVVD | SHELL OIL 67442729003 IRVINE CA | | 88.84 |
| 09/08 | 09/10 | 24427337WLM88N4FO | MOTHER'S MARKET & K IRVINE CA | | 2.09 |
| 09/08 | 09/10 | 24736937W0G5JYVMR | THE FLAME BROILER IRVINE CA | | 8.03 |
| 09/09 | 09/10 | 24071057Y4KA0J079 | JAVIER'S CRYSTAL COVE NEWPORT COAST CA | | 11.00 |
| 09/09 | 09/10 | 24427337XLM88BLXEW | MOTHER'S MARKET & K IRVINE CA | | 2.09 |
| 09/09 | 09/10 | 24766427ZMA7GZG2M | USO HOSPITALITY RETAIL FO LOS ANGELES CA | | 5.95 |
| 09/10 | 09/10 | 24427337YLM88A8107 | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 7.00 |
| 09/10 | 09/10 | 24736937Z0GAA8L70 | THE FLAME BROILER IRVINE CA | | 6.03 |
| 09/11 | 09/11 | 24224437Z30VVB2G | COFFEE BEAN STORE IRVINE CA | | 4.85 |
| 09/11 | 09/11 | 24391217Y80A8G1YK | UCI PARKING DPT IRVINE CA | | 8.00 |
| 09/11 | 09/11 | 24451067Z91KJ8MIX | CHIPOTLE 1628 IRVINE CA | | 10.02 |
| 09/11 | 09/11 | 24445747Z2XD2K4HZ | OFFICE DEPOT 8861 IRVINE CA | | 10.55 |
| 09/12 | 09/12 | 244273380LM88XGNL | MOTHER'S MARKET & K IRVINE CA | | 4.19 |
| 09/12 | 09/12 | 244273380LM88XGWR | MOTHER'S MARKET & K IRVINE CA | | 22.14 |
| 09/12 | 09/12 | 2443106808AS1SGEN | CHIPOTLE 1441 NEWPORT BEACH CA | | 9.59 |
| 09/12 | 09/12 | 24892167Z00R8J6TP | COX'OR CO COM PHBY \$49-240-1212 CA | | 106.82 |
| 09/13 | 09/13 | 243160581FYFXHSQT | SHELL OIL 67442729003 IRVINE CA | | 58.69 |
| 09/13 | 09/13 | 243160581FYFXHSQT | SHELL OIL 67442729003 IRVINE CA | | 2.59 |
| 09/13 | 09/13 | 244273381LM887HDKE | MOTHER'S MARKET & K IRVINE CA | | 2.88 |
| 09/13 | 09/13 | 244273381LM887HNVMM | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 8.85 |
| 09/13 | 09/13 | 247664281E884Y44B | USO HOSPITALITY RETAIL FO LOS ANGELES CA | | 7.99 |
| 09/14 | 09/14 | 24210738280QTMFAJ | THE VEGGIE GRILL IRVINE CA | | 8.84 |
| 09/14 | 09/14 | 2422443822ZYGY4M | COFFEE BEAN STORE NEWPORT BEACH CA | | 3.95 |
| 09/14 | 09/14 | 2443388818B30PQNW | HEN HOUSE GRILL IRVINE CA | | 12.92 |
| 09/15 | 09/15 | 2407106884K828MX6 | FRESHJI - THE BLUFFS NEWPORT BEACH CA | | 7.53 |
| 09/15 | 09/15 | 241640783AAYME6YB | STARBUCKS CORP00140188 NEWPORT BEACH CA | | 2.25 |
| 09/15 | 09/15 | 244273382LYJAX17Y | ALBERTSONS 88507 IRVINE CA | | 2.49 |
| 09/15 | 09/15 | 244273383LM7YTS4T | PANERA BREAD #4126 NEWPORT BEACH CA | | 1.89 |
| 09/15 | 09/15 | 244273383LM7YTS4T | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 8.89 |
| 09/15 | 09/15 | 2443106888AS13F2V | CHIPOTLE 1441 NEWPORT BEACH CA | | 10.02 |
| 09/15 | 09/15 | 2476642894PDNS4EA | USO HOSPITALITY RETAIL FO LOS ANGELES CA | | 3.95 |
| 09/16 | 09/16 | 241840784AAZ0Q2K7 | STARBUCKS CORP00140188 NEWPORT BEACH CA | | 8.30 |
| 09/16 | 09/16 | 24224438430W4PDJ1 | COFFEE BEAN STORE NEWPORT BEACH CA | | 3.95 |
| 09/16 | 09/16 | 244251984GVD7JXF8 | ISLANDS RESTAURANT 304 NEWPORT BEACH CA | | 11.50 |
| 09/16 | 09/16 | 244273384LM8Q4L8E | MOTHER'S MARKET & K IRVINE CA | | 2.09 |
| 09/16 | 09/16 | 24431068406JSB2PH | BRISTOL FARMS # 12 SAN DIEGO CA | | 2.24 |
| 09/17 | 09/17 | 2404603840055ZG16 | CHEVRON 00208578 SAN DIEGO CA | | 8.39 |
| 09/17 | 09/17 | 24210738580QTMFP8M | THE VEGGIE GRILL IRVINE CA | | 8.84 |
| 09/17 | 09/17 | 244273384LYJQLPXS | ALBERTSONS 88507 IRVINE CA | | 8.38 |
| 09/17 | 09/17 | 244273385LM8A9T2H | MOTHER'S MARKET & K IRVINE CA | | 2.19 |
| 09/17 | 09/17 | 24431068505JSB39S | BRISTOL FARMS # 12 SAN DIEGO CA | | 2.24 |
| 09/17 | 09/17 | 244489088007J7N85 | POMODORO CUCINA ITALIANA NEWPORT COAST CA | | 12.88 |
| 09/18 | 09/18 | 24224438830VVE84Z | COFFEE BEAN STORE NEWPORT BEACH CA | | 3.95 |
| 09/18 | 09/18 | 2443106888AS18DJP | CHIPOTLE 1441 NEWPORT BEACH CA | | 10.02 |
| 09/19 | 09/19 | 24210738780QTMGEV | THE VEGGIE GRILL IRVINE CA | | 8.84 |
| 09/19 | 09/19 | 24224438730VVOCSK | COFFEE BEAN STORE NEWPORT BEACH CA | | 8.85 |
| 09/19 | 09/19 | 248230188FVWP894D | CALIFORNIA PIZZA 636 IRVINE CA | | 15.70 |
| 09/19 | 09/19 | 244273387LM7XP1K3 | PANERA BREAD #4126 NEWPORT BEACH CA | | 8.78 |
| 09/20 | 09/20 | 2422443882ZY61JBR | COFFEE BEAN STORE IRVINE CA | | 3.95 |
| 09/20 | 09/20 | 244273388LM87QFBG | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 8.85 |
| 09/20 | 09/20 | 2476642884PF1L3YB | USO HOSPITALITY RETAIL FO LOS ANGELES CA | | 7.99 |
| 09/20 | 09/20 | 2476642884PF1MLGP | USO HOSPITALITY RETAIL FO LOS ANGELES CA | | 3.95 |
| 09/21 | 09/21 | 24224438830VW8Y8R | COFFEE BEAN STORE NEWPORT BEACH CA | | 3.95 |
| 09/21 | 09/21 | 2430157883DWA8M9Y0 | PAIN DU MONDE BALBOA BALBOA CA | | 11.80 |
| 09/21 | 09/21 | 244273388LYJAG48W | ALBERTSONS 88507 IRVINE CA | | 8.84 |
| 09/21 | 09/21 | 2448938888B319PAP | HEN HOUSE GRILL IRVINE CA | | 16.78 |
| 09/21 | 09/21 | 24882168800KTVZ0H | Amazon.com AMZN.COM/BILL WA | | 82.99 |
| 09/22 | 09/22 | 242107388A60QTMZ8 | THE VEGGIE GRILL IRVINE CA | | 8.84 |
| 09/22 | 09/22 | 24316098AFYMB9EJ | SHELL OIL 67442729003 IRVINE CA | | 87.13 |
| 09/22 | 09/22 | 24323018AFVWV26FO | CALIFORNIA PIZZA 636 IRVINE CA | | 16.50 |
| 09/22 | 09/22 | 244273388ALM893PFF | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 14.80 |
| 09/22 | 09/22 | 244273389LYJAKJ48 | ALBERTSONS 88507 IRVINE CA | | 8.78 |
| 09/22 | 09/22 | 2443388888B3CEAPV | HEN HOUSE GRILL IRVINE CA | | 12.92 |
| 09/23 | 09/23 | 242107388A60QTMDFG | THE VEGGIE GRILL IRVINE CA | | 8.84 |
| 09/24 | 09/24 | 242107388A60QTMFEW | THE VEGGIE GRILL IRVINE CA | | 11.28 |

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|---|-------|-------------------|--|---------|-------------------|
| Purchases, Balance Transfers & Other Charges | | | | | |
| 09/24 | 09/24 | 24401088Q8AS13D2A | CHIPOTLE 1441 NEWPORT BEACH CA | | 7.85 |
| 09/24 | 09/24 | 24781978Q81DKG3FP | YOGURT LAND UCI IRVINE CA | | 3.47 |
| 09/25 | 09/25 | 24210738D60QTMF4H | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 09/25 | 09/25 | 24224438D2ZY67QZ7 | COFFEE BEAN STORE IRVINE CA | | 3.95 |
| 09/25 | 09/25 | 24427338DLH81KHEE | MOTHER'S MARKET & K IRVINE CA | | 2.74 |
| 09/25 | 09/25 | 24427338DLH81KRQ1 | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 0.65 |
| 09/25 | 09/25 | 24427338DLH81KRF8 | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 1.25 |
| 09/26 | 09/26 | 24071088E4K9TBQ0W | NATIVE FOODS - COSTA M COSTA MESA CA | | 12.82 |
| 09/26 | 09/26 | 24427338DLYJ30QJB | MOTHER'S MARKET & K IRVINE CA | | 3.15 |
| 09/26 | 09/26 | 24431088E8AS13DPV | CHIPOTLE 1441 NEWPORT BEACH CA | | 0.59 |
| 09/26 | 09/26 | 24761978E61DK93PK | YOGURT LAND UCI IRVINE CA | | 1.42 |
| 09/27 | 09/27 | 24224438FZYDDEE4 | COFFEE BEAN STORE IRVINE CA | | 3.95 |
| 09/27 | 09/27 | 24431088F0SJS8P6N | EINSTEIN BROS BAGELS2616 IRVINE CA | | 2.86 |
| 09/27 | 09/27 | 24765428F3J9553F | USC POPOVICH LOS ANGELES CA | | 4.69 |
| 09/27 | 09/27 | 24765428F4E7QX181 | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 11.48 |
| 09/28 | 09/28 | 24184078G8NFBFCGR | PAVILIONS STOR00019117 NEWPORT COAST CA | | 23.97 |
| 09/28 | 09/28 | 24210738G80QTMG5D | THE VEGGIE GRILL IRVINE CA | | 0.94 |
| 09/28 | 09/28 | 24224438G2ZYDHTK2 | COFFEE BEAN STORE IRVINE CA | | 3.95 |
| 09/28 | 09/28 | 24427338FLYJ3MR8B | MOTHER'S MARKET & K IRVINE CA | | 5.43 |
| 09/29 | 09/29 | 24316058HFYRDL8RX | SHELL OIL 67442723003 IRVINE CA | | 65.50 |
| 09/29 | 09/29 | 24427338GLYJ4GZV8 | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 0.65 |
| 09/29 | 09/29 | 24765428H4PHTN8GX | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 2.50 |
| 09/30 | 09/30 | 24184078JAAZKAT6S | STARBUCKS CORP00140188 NEWPORT BEACH CA | | 2.25 |
| 09/30 | 09/30 | 24316058JFYPMW24Y | SHELL OIL 67441695301 LAS VEGAS NV | | 71.25 |
| 09/30 | 09/30 | 24493688H8B30XKWE | HEN HOUSE GRILL IRVINE CA | | 10.76 |
| 09/30 | 09/30 | 24765428J4PJA169R | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 8.99 |
| 09/30 | 09/30 | 24765428J4PJA280H | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 3.95 |
| 09/30 | 09/30 | 24765428J4PJA231R | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 0.88 |
| 10/01 | 10/01 | 24472688QR8G944H | EDDIE'S WILD FISH NEWP NEWPORT BEACH CA | | 14.01 |
| 10/01 | 10/01 | 24492798K3DVM8R8X | DARYA RESTAURANT BANTAANA CA | | 79.76 |
| 10/01 | 10/01 | 24765428LJAE2PN5W | PELICAN HILL F B NEWPORT COAST CA | | 17.10 |
| 10/02 | 10/02 | 24065228K650MPV8P | SUFI MEDITERRANEAN CURS SAN DIEGO CA | | 81.71 |
| 10/02 | 10/02 | 24184078K2LR7YH27 | TARGET 00024853 SAN DIEGO CA | | 632.28 |
| 10/02 | 10/02 | 24210738L6QTMDS1 | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/02 | 10/02 | 24275398L566M7P81 | KOBA TOFU GRILL IRVINE CA | | 12.92 |
| 10/02 | 10/02 | 24316058LFYPB8X8P | SHELL OIL 67442719001 SAN DIEGO CA | | 34.61 |
| 10/02 | 10/02 | 24493988L8HW8QFSK | TRADER JOE'S #020 QPS LAJOLLA CA | | 59.89 |
| 10/02 | 10/02 | 24765428L3VPL8HD | USC TROJAN GROUNDS LOS ANGELES CA | | 6.27 |
| 10/03 | 10/03 | 24026858N0190E1LZ | LUFTHANSA 2208710086338 SAN JOSE CA NY | | 1,606.19 |
| | | 10/06/11 | ZANDIANJAZI/GHOLAM | | |
| | | 1 UA T | SAN DIEGO WASHINGTON | | |
| | | 2 LH T | WASHINGTON FRANKFURT | | |
| | | 3 LH T | FRANKFURT IKA | | |
| | | 4 LH B | IKA FRANKFURT | | |
| 10/03 | 10/03 | 24210738M90QTM61N | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/03 | 10/03 | 24316058MFYR87R7G | SHELL OIL 67442726402 ENCINITAS CA | | 81.87 |
| 10/03 | 10/03 | 24427338LLYJ3GY4Z | MOTHER'S MARKET & K IRVINE CA | | 4.08 |
| 10/03 | 10/03 | 24427338LLYJ3H6Z0 | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 2.25 |
| 10/03 | 10/03 | 24431088M888XV94T | CHIPOTLE 0945 LOS ANGELES CA | | 9.68 |
| 10/03 | 10/03 | 24765428MMPJZZZQJ | USC TROJAN GROUNDS LOS ANGELES CA | | 3.98 |
| 10/03 | 10/03 | 24765428MMPK02Q72 | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 8.99 |
| 10/04 | 10/04 | 24184078N8NFBH81L | PAVILIONS STOR00019117 NEWPORT COAST CA | | 85.48 |
| 10/04 | 10/04 | 24210738N60QTMDFV | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/04 | 10/04 | 24316058NFYPY85Q8 | SHELL OIL 67442723003 IRVINE CA | | 70.19 |
| 10/04 | 10/04 | 24431088N888XV7M5 | CHIPOTLE 0945 LOS ANGELES CA | | 9.89 |
| 10/04 | 10/04 | 24765428N4PK7JRH6 | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 4.45 |
| 10/05 | 10/05 | 24448008P2XEE7D56 | WHOLE SOME CHOICE MARKET IRVINE CA | | 2.61 |
| 10/05 | 10/05 | 24765428P4PKGTNGF | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 8.49 |
| 10/06 | 10/06 | 24038218RKW302HPY | UNITED AIR 0164516712643 WASHINGTON DC | | 70.00 |
| | | 10/06/11 | JAZI/GR | | |
| | | 1 U A Y | XAA XAA | | |
| 10/08 | 10/08 | 24184078P1R2X0N8W | NATIONAL CAR RENTAL DULLES VA | | 25.66 |
| 10/08 | 10/08 | 24210738R60QTM63Q | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/07 | 10/07 | 24810438R03RZ1885 | MARRIOTT 33718 DULLES ARP DULLES VA | | 215.65 |
| 10/07 | 10/07 | 24765428V4EANR6P2 | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 8.99 |
| 10/07 | 10/07 | 24765428V4EANT08N | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 4.45 |
| 10/08 | 10/08 | 24210738S90QTM0XL | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/08 | 10/08 | 24316058FYR0Y630 | SHELL OIL 67442723003 IRVINE CA | | 61.65 |
| 10/08 | 10/08 | 24765428V4EANR6S3 | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 7.68 |
| 10/09 | 10/09 | 24765428V4EANPN8E | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 8.99 |
| 10/10 | 10/10 | 24210738W60QTMEE8 | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD | | | | | \$4,445.18 |

Fees Charged

| | |
|------------------------------------|--------|
| TOTAL FEES CHARGED FOR THIS PERIOD | \$0.00 |
|------------------------------------|--------|

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| Trans | Post | Reference Number | Description | Credits | Charges |
|---|------|------------------|----------------------------------|---------|--------------|
| Interest Charged | | | | | |
| | | | INTEREST CHARGE ON PURCHASES | | 0.00 |
| | | | INTEREST CHARGE ON CASH ADVANCES | | 0.00 |
| TOTAL INTEREST CHARGED FOR THIS PERIOD | | | | | 00.00 |

| 2011 Totals Year-to-Date | |
|--------------------------------|---------|
| TOTAL FEES CHARGED IN 2011 | \$8.06 |
| TOTAL INTEREST CHARGED IN 2011 | \$21.85 |

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

| Type of Balance | Annual Percentage Rate (APR) | Balance Subject to Interest Rate | Days in Billing Cycle | Interest Charge |
|-----------------|------------------------------|----------------------------------|-----------------------|-----------------|
| PURCHASES | 14.86% | \$0.00 | 32 | \$0.00 |
| CASH ADVANCES | 23.89% | \$0.00 | 32 | \$0.00 |



Fast. Informative. Free.¹

Wells Fargo[®] Rapid Alerts just got better

Receive fast credit card transaction alerts directly on your mobile device or email²

Wells Fargo Rapid Alerts is a free¹ service that lets you monitor your Visa[®] credit card activity, track your spending, even help prevent fraud. Here are just a few of the alerts you can sign up for:

- Transactions over a certain dollar amount
- Transactions made outside the United States
- Declined transactions
- And more³

Sign up for Wells Fargo Rapid Alerts today. Visit <https://www.wellsfargo.com/rapidalerts> -- it's easy and it's free.¹

¹Customer must be enrolled in Wells Fargo Online[®] Banking to sign up for this service. Customer is responsible for any text, data, or airtime fees charged by their carrier.
²Actual time to receive Alert dependent on wireless service and coverage within area and/or the service provided by your online service provider. Alerts service may not be available in all areas. Alerts regarding transactions for gasoline may not include purchase amount. Additional restrictions apply. © 2011 Visa. All rights reserved.
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WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 4

Ending In 7479
10/12/2011 to 11/10/2011

Balance Summary

| | |
|--|------------|
| Previous Balance | \$1,873.14 |
| - Payments | \$2,000.00 |
| - Other Credits | \$7.53 |
| + Cash Advances | \$0.00 |
| + Purchases, Balance Transfers & Other Charges | \$1,954.91 |
| + Fees Charged | \$0.00 |
| + Interest Charged | \$0.00 |
| = New Balance | \$1,820.52 |
| Total Credit Limit | \$2,900 |

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2255
 Outside the US Call Collect: 1-825-825-7600
 Wells Fargo Online®: wells.fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50308-0347

Total Available Credit \$1,068

Payment Information

| | |
|------------------|------------|
| New Balance | \$1,820.52 |
| Minimum Payment | \$19.00 |
| Payment Due Date | 12/05/2011 |

Send Payments To:
 PO Box 30088, Los Angeles CA, 90030-0088

Late Payment Warning: If we do not receive your Minimum Payment by 12/05/2011, you may have to pay a late fee up to \$35.
 Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

| If you make no additional charges using this card and each month you pay ... | You will pay off the New Balance shown on this statement in about ... | And you will end up paying an estimated total of ... |
|--|---|--|
| Only the minimum payment | 13 years | \$3,478 |
| \$33 | 3 years | \$2,881 (Savings of \$1,217) |

If you would like information about credit counseling services, refer to www.usdoj.gov/ua/leo/hspcpa/ccda/cc_approved.htm or call 1-877-285-2408.

Wells Fargo Rewards® Program Summary

| | |
|------------------------------|--------|
| Rewards Previous Balance: | 33,465 |
| Points Earned: | 1,848 |
| Earn More Make Bonus Points: | 0 |
| Total Available Points: | 35,413 |

We offer more rewards choices so you can choose a reward that suits your style. You'll find gift cards, cash rewards, travel, merchandise and even charitable contributions.
 Track your points balance or get more information at www.WellsFargoRewards.com or by calling 1-877-517-1358.

Transactions

| Trans | Post | Reference Number | Description | Credits | Charges |
|--|-------|-------------------|--|-------------------|---------|
| Payments | | | | | |
| 11/02 | 11/02 | 74485429K0A8FBH31 | ONLINE PAYMENT | 1,000.00 | |
| 11/03 | 11/03 | 74485428L0A8H33WD | ONLINE PAYMENT | 1,000.00 | |
| TOTAL PAYMENTS FOR THIS PERIOD | | | | \$2,000.00 | |
| Other Credits | | | | | |
| 10/10 | 10/10 | 7407105044K97LKY2 | FRESH HI - THE BLUFFS NEWPORT BEACH CA | 7.53 | |
| TOTAL OTHER CREDITS FOR THIS PERIOD | | | | \$7.53 | |

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 YKX 1 7 6 111110 8 PAGE 1 OF 4 10 5383 2040 2049 01075595

Detach and mail with check payable to Wells Fargo

Account Number 7470
 New Balance \$1,820.52
 Minimum Payment \$19.00
 Payment Due Date 12/05/2011

74707

YKX 4

Amount Enclosed



WELLS FARGO CARD SERVICES
 PO BOX 30088
 LOS ANGELES CA 90030-0088

G R JAZI
 PO BOX 927674
 SAN DIEGO CA 92192-7674



Check here and see reverse for address and/or phone number correction.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Billing Rights Summary: If you believe your bill is wrong for "Error", or if you need more information about a transaction on your bill, write to us on a separate sheet of paper as soon as possible at: P.O. Box 822, One Main St., Portland, OR 97208-0822. We will mail you a letter first 60 days after we start you the first bill on which the Error appeared. You may notify us using other means including calling us at the number listed on the front of the statement, but doing so will not preserve your rights.

In your letter ("Written Notice"), provide the following information:

- Your name and account number.
The date and dollar amount of suspected Error.
Description of the Error and why you believe there is an Error. If you need more information, please describe the last you are not sure about.

You do not have to pay any alleged Error amount while we investigate, but you are still obligated to pay the parts of your bill that are not part of the alleged Error amount. While we investigate, we cannot report you as delinquent or take any action to collect the alleged Error amount. If you have authorized us to pay your credit or checking account, you can stop the payment on any amount you believe is an Error. To stop the payment, your Written Notice must reach us first (3) business days before the automatic payment is scheduled to occur.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services you purchased with a credit card, and you have had in good faith to correct the problem with the merchant, you may not have to pay the pending automatic due on the card at services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address and you have not paid the balance of the disputed charge. If we own or operate the merchant, or if we acted for the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.

Credit Information, NOTICE: We may furnish information about your account to consumer reporting agencies. You have the right to dispute the accuracy of information that we have reported by writing to us at P.O. Box 14617, One Main St., W97208-3517 and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to an Identity Theft, you will need to provide us with an Identity Theft report.

Payments: "Confirming Payments" are payments mailed using the enclosed envelope and payment coupon to the payment address specified on the statement or, generally, made via the "Transfer" link or Make a Payment link on the credit card Account Activity link at Wells Fargo Online Banking at www.wellsfargo.com. Confirming Payments received via mail by 5:00 p.m. will be credited as of the date of receipt. Confirming Payments received after 5:00 p.m. will be credited as of the next day. Direct deposit for Confirming Payments made via our Web site will be credited as of the date of the transaction. "Non-Confirming Payments" are payments made by any other means and may not receive credit for up to five days after the date of receipt. Non-Confirming payments include, but are not limited to, placing the provided envelope and payment coupon in another envelope.

Notice About Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When you use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Payment in Full for Late Payment of Balance Request: If you intend to pay your account in full with an amount less than the total owed on your account, you must send your request to us at: P.O. Box 8211, Portland, OR 97208-0821. Such payments will not discharge your full bill.

How We Calculate Your Balance: We use a method called "average daily balance (including new purchases)". For more information regarding this calculation, please call our toll-free Customer Service number located on the front of this statement.

How to Avoid Paying Interest on Purchases: Your Payment Due Date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on each advance and balance transfer on the transaction date.

Secured Accounts: For secured accounts, your credit card account is secured by a pledge of your Secured Card Collateral Account with Wells Fargo Bank, N.A., established in connection with your application for the card. You agree that the pledge interest and gives the right to Bank to refile, collect and without any notice or demand of the Secured Card Collateral Account upon any default under your Secured credit card agreement, or to the extent your Secured credit card agreement is terminated by Bank for any reason. This pledge is given as a security interest for any and all amounts you owe, including interest, fees and costs which may accrue under your Secured credit card account. You agree that if your Secured credit card account is closed for any reason, the bank will apply funds in the Secured Card Collateral Account to pay off any balance on the credit card account. If there are still funds remaining in the Collateral Account after doing so, those funds may remain on deposit for up to 60 days before being returned to you.

Special Information for Colorado Residents: Colorado law requires Wells Fargo to offer you the option of signing a prior consent form. The signed prior consent permits Wells Fargo to release records of your accounts to the county department of social services or local law enforcement for the purpose of investigating income or expected financial obligations. Please contact us at the number listed on the front of this statement for a copy of the form.

Customer Service Monitoring: Some calls between bank employees and our customers may be monitored and recorded by supervisors to ensure quality of service.

INFORMACIÓN IMPORTANTE SOBRE SU CUENTA

Resumen de Derechos de Facturación: Si cree que hay algún error en su estado de cuenta (un "Error"), o si necesita más información sobre una transacción que aparece en su estado de cuenta, por favor escríbanos en una hoja separada sin poner sello ni franqueo, a la siguiente dirección: P.O. Box 822, One Main St., Portland, OR 97208-0822. Debe comunicarnos con nosotros por correo dentro de un lapso de 60 días de la fecha en que le fuere enviado el primer estado de cuenta en el que apareció el Error. Podemos comunicarnos con nosotros por correo cuando lo indique el número que aparece en el frente del estado de cuenta para preservar sus derechos.

En su carta (una "Notificación por Escrito"), por favor incluya la siguiente información:

- Su nombre y número de cuenta.
La fecha y el monto en dólares del Error del que sospecha.
Una descripción del Error y la razón por la cual cree que es un Error. Si necesita más información, por favor describa el ítem del que no está seguro.

No tiene que pagar el monto del supuesto Error mientras lo investigamos, pero seguirá obligado a pagar las porciones del monto de su cuenta que no forman parte del monto del supuesto Error. Mientras investigamos, no podemos reportar su calidad de crédito, ni tomar medidas para cobrar el monto del supuesto Error. Si nos ha autorizado a pagar su cuenta de crédito de crédito de manera automática desde su cuenta de cheques o de ahorros, puede suspender el pago por cualquier monto que sea que de un Error. Para suspender por Escrito debe darnos tres (3) días hábiles antes del día en que está programado el pago automático.

Regla Especial para Compras con Tarjeta de Crédito: Si tiene algún problema con la calidad de los bienes o servicios que adquirió con una tarjeta de crédito, y ha intentado de buena fe resolver el problema con el comerciante, usted no tiene que pagar el monto pendiente de su tarjeta de crédito o servicios. Usted tiene esta protección solo cuando el precio de compra exceda a los \$50 y la compra fue realizada en el estado en que reside o a una distancia no superior a 100 millas de su dirección postal, y siempre que no haya pagado el saldo del cargo en disputa. Si somos los propietarios o operadores de dicho comercio, o si la tenemos por correo un emisor publicitario de los bienes o servicios, todas las compras están cubiertas, sin importar el monto o lugar de la compra.

Información de Crédito, AVISO: Podemos dar información sobre su cuenta a las agencias de informes sobre consumidores. Usted tiene el derecho a cuestionar la exactitud de la información reportada por nosotros si escribir a la siguiente dirección: P.O. Box 14617, One Main St., W97208-3517. En su carta, deberá describir la información específica que sea inexacta o no es cierta, y proporcionar cualquier documentación de respaldo. Si cree que se trata de información relacionada con el robo de identidad, deberá darnos una denuncia de robo de identidad correspondiente.

Pagos: Los "Pagos en Confirmación" son pagos enviados con el sobre adjunto y talón de pago a la dirección de pago especificada en el estado de cuenta o en general a través de la Web "Transfer" (link disponible en inglés) o "Hacer a Pagar" en la Web Account Activity (link disponible en inglés) de los servicios en línea de Wells Fargo en www.wellsfargo.com. Los Pagos en Confirmación recibidos por correo a más tardar a las 5 p.m. serán acreditados a la fecha de su recibo. Los Pagos en Confirmación recibidos después de las 5 p.m. serán acreditados a la siguiente. Los pagos de la Web para Pagos en Confirmación realizados a través de nuestra Web serán acreditados al momento de la transacción. Los "Pagos en No Confirmación" son pagos efectuados por cualquier otro medio y es posible que no reciban crédito durante hasta 5 días después de la fecha de recibo. Los Pagos en No Confirmación incluyen, sin limitación, poner el sobre proporcionado por nosotros en otro sobre.

Ante Sobre Conversión de Cheques Electrónicos: Al proporcionar un cheque como forma de pago, usted nos da su autorización para utilizar la información de su cheque a fin de realizar una sola transferencia electrónica de su cuenta o procesar el pago como una transacción de cheque. Cuando necesemos usar la información de su cheque para realizar una transferencia electrónica de fondos, los fondos podrán ser retirados de su cuenta tan rápido como el mismo día en que recibimos su pago, y su institución financiera le regresará el cheque.

Pago Total por un Monto Inferior al Saldo de la Cuenta: Si usted piensa pagar la totalidad del saldo de su cuenta por un monto inferior al monto total adeudado en su cuenta, deberá enviarnos su solicitud a la siguiente dirección: P.O. Box 8211, Portland, OR 97208-0821. Dichos pagos no cancelarán la totalidad de su deuda.

Cómo Calculamos Su Saldo: Usamos un método denominado "saldo diario promedio (incluyendo nuevas compras)". Para más información acerca de este cálculo, por favor llame a nuestro número gratuito de Servicio al Cliente indicado al frente de este estado de cuenta.

Cómo Evitar Pagar Intereses sobre Compras: La Fecha de Vencimiento del Pago es al menos 25 días después del cierre de cada período de facturación. No cargaremos intereses sobre las compras si usted paga la totalidad de su saldo a más tardar en la fecha de vencimiento de cada mes. Comunicaremos a cargo intereses sobre adelantos e intereses y transferencias de saldo a la fecha de transacción.

Cuentas Garantizadas: Para Cuentas Garantizadas, su cuenta de tarjeta de crédito está garantizada por la entrega en prenda de su Cuenta Colateral de la Tarjeta Garantizada de Wells Fargo Bank N.A., establecida en conexión con el cobro de la tarjeta. Usted conviene en que dicha entrega en prenda incluye y da al Banco el derecho a recibir cobros y retirar cualquier parte o la totalidad del monto depositado en la Cuenta Colateral de la Tarjeta Garantizada, en caso de cualquier acto que incumplimiento bajo el convenio de la tarjeta de crédito garantizada, a un caso de que dicha entrega sea terminada por el Banco, por cualquier razón. Esta prenda se otorga como garantía de su cuenta y todos los montos que usted adeude, incluidos los intereses, costas y costas que pueden acumularse bajo su Cuenta de Tarjeta de Crédito Garantizada. Usted está de acuerdo en que si su Cuenta de Tarjeta de Crédito Garantizada es cerrada por cualquier razón, el Banco podrá aplicar los fondos pendientes en la Cuenta Colateral de la Tarjeta Garantizada para liquidar cualquier saldo en la cuenta de tarjeta de crédito. Si después de hacerlo aún quedara saldo en la Cuenta Colateral, dichos fondos podrán permanecer en depósito durante hasta 60 días antes de que sean devueltos a usted.

Información Especial para los Residentes de Colorado: La ley de Colorado exige que Wells Fargo le ofrezca la opción de firmar un formulario de consentimiento previo. El formulario de consentimiento previo firmado autoriza a Wells Fargo a divulgar los registros de sus cuentas al departamento de servicios sociales del condado o a la agencia del orden público local para investigar explotación financiera conocida o presunta. Llámese al número en el frente de este estado de cuenta para obtener una copia del formulario.

Monitoreo del Servicio al Cliente: Algunas llamadas entre los empleados del banco y nuestros clientes pueden ser monitoreadas y grabadas por los supervisores para asegurar la calidad del servicio.

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Change of Address Form -- If your address has changed, provide your complete new address below. Be sure to check box on reverse side of coupon and enclose in the envelope provided. Please use this section only for address changes. If you have any questions, please call the toll-free customer service number on the front of this statement. Formulario de Cambio de Dirección -- Si su dirección ha cambiado, proporcione su nueva dirección completa abajo. Asegúrese de indicar el condado y estado en el sobre anexo. Por favor use esta sección solamente para cambios de dirección. Si tiene preguntas, por favor llame al número de Servicio al Cliente al frente de este estado de cuenta.

Form with fields for ACCOUNT FIRST NAME, ACCOUNT LAST NAME, NEW STREET ADDRESS, PO BOX / APT #, CITY, STATE/ZIP, HOME PHONE, WORK PHONE.

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 2 of 4

Ending In 7470
10/12/2011 to 11/10/2011

Transactions (Continued...)

| Trans | Post | Reference Number | Description | Credits | Charges |
|---|-------|---------------------|--|---------|---------|
| Purchases, Balance Transfers & Other Charges | | | | | |
| 10/10 | 10/12 | 24765428W4EB88EB9 | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 6.99 |
| 10/10 | 10/12 | 24765428W4EB88QMPG | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 3.95 |
| 10/11 | 10/12 | 24210738X60QTMDDN | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/11 | 10/12 | 24765428X4EBHEDW3 | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 6.99 |
| 10/12 | 10/12 | 24071058X4K8QEFVX | FRESHII - THE BLUFFS NEWPORT BEACH CA | | 7.83 |
| 10/12 | 10/12 | 24071058X4K8QELSZ | FRESHII - THE BLUFFS NEWPORT BEACH CA | | 15.99 |
| 10/12 | 10/12 | 24210738Y60QTMESA | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/12 | 10/12 | 24765428Y4PMKFSN6 | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 6.99 |
| 10/10 | 10/13 | 24210738Z60QTMDRB | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/13 | 10/13 | 24427338YLYJ4DY13 | MOTHER'S MARKET & K IRVINE CA | | 17.03 |
| 10/13 | 10/13 | 24765428Z4PMYP8AX | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 0.95 |
| 10/14 | 10/14 | 2407105914K99E1NY | JAVIER'S CRYSTAL COVE NEWPORT COAST CA | | 19.00 |
| 10/14 | 10/14 | 24164076ZV3DFWZ60 | AMC TUSTIN 14 01004274 TUSTIN CA | | 9.00 |
| 10/14 | 10/14 | 242244393030W1DG48 | COFFEE BEAN STORE LOS ANGELES CA | | 4.45 |
| 10/14 | 10/14 | 243180590FYTKW0VX | SHELL OIL 67442723003 IRVINE CA | | 70.67 |
| 10/14 | 10/14 | 24427338ZLYJ63P10 | MOTHER'S MARKET & K IRVINE CA | | 2.04 |
| 10/14 | 10/14 | 24427338ZLYJ640VW | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 2.25 |
| 10/14 | 10/14 | 244310690886XV4RR | CHIPOTLE 0945 LOS ANGELES CA | | 8.88 |
| 10/15 | 10/15 | 24210739160QTMESL | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/15 | 10/15 | 24210739260QTMEGR | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/15 | 10/15 | 244273382LM7ZXIOY | H MART IRVINE IRVINE CA | | 9.35 |
| 10/15 | 10/15 | 244273382LM81XWN6 | SPROUTS FARMERS MAR IRVINE CA | | 123.82 |
| 10/17 | 10/17 | 24210739350QTMFDW | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/17 | 10/17 | 243912163802AEXAB | UCI PARKING DPT IRVINE CA | | 6.00 |
| 10/17 | 10/17 | 24492799303DWRMMP2E | THE SPORTS CLUBLA OO IRVINE CA | | 65.32 |
| 10/18 | 10/18 | 24210739450QTMDTG | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/18 | 10/18 | 2476542844EDKAYJF | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 5.99 |
| 10/18 | 10/18 | 2476542844EDKQ6MB | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 4.45 |
| 10/19 | 10/19 | 2402855800123NX7B | LLFTHANSA 2208710085560 SAN JOSE CA NY | | 250.00 |
| | | 11/15/11 | ZANDIANJAZU/GHOLAM | | |
| | | 1 LH S | IKA FRANKFURT | | |
| | | 2 LH S | FRANKFURT PARIS | | |
| | | 3 UA T | PARIS WASHINGTON | | |
| | | 4 UA T | WASHINGTON SAN DIEGO | | |
| 10/19 | 10/19 | 2418407968NF8MTK2 | PAVILIONS STOR00018117 NEWPORT COAST CA | | 50.47 |
| 10/19 | 10/19 | 24210739560QTMESJ | THE VEGGIE GRILL IRVINE CA | | 15.17 |
| 10/19 | 10/19 | 24270749402XVJRE9 | RON PAUL 2012 PEC 879-2861996 TX | | 20.12 |
| 10/19 | 10/19 | 2471705983YWRWV1Q | AGENT FEE 8900561052388 OYRUS TRAVEL CA | | 25.00 |
| | | 10/19/11 | ZANDIANJAZU/GHO | | |
| | | 1 XD Y | XAA XAO | | |
| 10/20 | 10/20 | 24210739660QTMDDW1 | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/20 | 10/20 | 2476542964ED6YD6E | CITY OF LA DOT PVB PEPHW 686-5819742 CA | | 60.00 |
| 10/20 | 10/20 | 2476542984PR218TT | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 4.45 |
| 10/21 | 10/21 | 24249519760T2JMM1 | COLDSTONE #1589 LOS ANGELES CA | | 4.98 |
| 10/21 | 10/21 | 243160697FYTKVXHG | SHELL OIL 67442723003 IRVINE CA | | 69.36 |
| 10/21 | 10/21 | 2476542994EEW7VRZ | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 6.99 |
| 10/22 | 10/22 | 24210739880QTMESF5 | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/23 | 10/23 | 24210739A60QTMDDXY | THE VEGGIE GRILL IRVINE CA | | 14.17 |
| 10/23 | 10/23 | 242244399303VJ72Y | COFFEE BEAN STORE NEWPORT BEACH CA | | 3.95 |
| 10/23 | 10/23 | 246921698005H45V1 | CALIFORNIA PIZZA 098 IRVINE CA | | 18.69 |
| 10/24 | 10/24 | 24210739A50QTMGE8 | THE VEGGIE GRILL IRVINE CA | | 14.17 |
| 10/24 | 10/24 | 24399000A8YK9S2PF | PAYLESSSHOES000081089 IRVINE CA | | 19.99 |
| 10/24 | 10/24 | 244273389LYJ38M8Z | MOTHER'S MARKET & K IRVINE CA | | 4.19 |
| 10/24 | 10/24 | 24692169800QQ6NHS | CALIFORNIA PIZZA 836 IRVINE CA | | 12.00 |
| 10/25 | 10/25 | 24164078BAAXDZYXK | STARBUCKS CORP00140095 IRVINE CA | | 2.25 |
| 10/25 | 10/25 | 24427338ALYJ38PQV | MOTHER'S MARKET & K IRVINE CA | | 4.38 |
| 10/25 | 10/25 | 24692169800K9NV7 | CALIFORNIA PIZZA 836 IRVINE CA | | 12.93 |
| 10/25 | 10/25 | 2476542984EFPMLXL | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 6.99 |
| 10/25 | 10/25 | 2476542984EFPMLZ2 | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 3.95 |
| 10/25 | 10/25 | 2476542984EFPMLXLE | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 8.88 |
| 10/26 | 10/26 | 24216739Q80QTMEXX | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/26 | 10/26 | 24216739Q80QTMG3N | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/26 | 10/26 | 2436178884VPY2S8 | GODADDY.COM 480-5288865 AZ | | 20.18 |
| 10/26 | 10/26 | 24427338QLM80YPA4 | SPROUTS FARMERS MAR COSTA MESA CA | | 104.82 |
| 10/26 | 10/26 | 24892169800X9QV88 | COX'OR CO COM PH99 949-240-1212 CA | | 108.82 |
| 10/27 | 10/27 | 24216739Q80QTMG6A | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/27 | 10/27 | 24316069DFYRDP4Q5 | SHELL OIL 67442723003 IRVINE CA | | 60.15 |
| 10/27 | 10/27 | 24765429D4PS4LWHG | USC HOSPITALITY RETAIL FO LOS ANGELES CA | | 3.95 |
| 10/28 | 10/28 | 24210739E80QTMDFL | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/28 | 10/28 | 24224439F30VVD28T | COFFEE BEAN STORE NEWPORT BEACH CA | | 3.95 |
| 10/30 | 10/30 | 24164078G8NF86TMY | PAVILIONS STOR00018117 NEWPORT COAST CA | | 21.27 |
| 10/30 | 10/30 | 24210739Q80QTMG3W | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 10/30 | 10/30 | 24781879G80RPF7H9E | YOGURT LAND DIAMOND JAMBO IRVINE CA | | 4.42 |
| 10/31 | 10/31 | 2404603G30723J39 | CHEVRON 00980716 SANTA MONICA CA | | 88.22 |
| 10/31 | 10/31 | 24224439H30VNZR6L | TENDER GREENS - 3A SANTA MONICA CA | | 22.94 |
| 10/31 | 10/31 | 24224439H30VNZEFK | COFFEE BEAN STORE SANTA MONICA CA | | 3.95 |
| 10/31 | 10/31 | 24427338GLYJ3VFXE | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 13.85 |
| 10/31 | 10/31 | 24445008H3F9WZBXL | FEDEX OFFICE #0589 IRVINE CA | | 8.88 |
| 10/31 | 10/31 | 24812399H359KWB8M | CITY OF SM PARKING SANTA MONICA CA | | 2.00 |
| 11/01 | 11/01 | 24427338HLVJ33QZB | MOTHER'S KITCHEN-IRVIN IRVINE CA | | 13.54 |
| 11/01 | 11/01 | 24431069G88XV7RW | CHIPOTLE 0945 LOS ANGELES CA | | 9.68 |

Continued

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 3 of 4

Ending In 7470
10/12/2011 to 11/10/2011

Transactions (Continued...)

| Trans | Post | Reference Number | Description | Credits | Charges |
|---|-------|-------------------|--|---------|-------------------|
| Purchases, Balance Transfers & Other Charges | | | | | |
| 11/01 | 11/01 | 24446009H2XDQW59P | SPORTS CLUB-IRVINE-O #825049-975-8400 CA | | 135.00 |
| 11/01 | 11/01 | 24755429J4PVMH1P1 | USO HOSPITALITY RETAIL FO LOS ANGELES CA | | 3.95 |
| 11/02 | 11/02 | 24223699NLELW1XH | KAROOON.COM LLO 212-316-1515 NY | | 46.46 |
| 11/02 | 11/02 | 24210799K60QTMZ7 | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 11/02 | 11/02 | 24493989K5HWFE3VY | TRADER JOE'S #111 QPS IRVINE CA | | 16.96 |
| 11/02 | 11/02 | 24755429J515V3SXY | USO CASHIERS OFFICE LOS ANGELES CA | | 25.00 |
| 11/03 | 11/03 | 24210799L60QTMFJH | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 11/03 | 11/03 | 24246519L80T2JMMY | COLDSTONE #1588 LOS ANGELES CA | | 4.98 |
| 11/03 | 11/03 | 24692169K00TLXNZZ | AMAZON MKTPLACE PMTS AMZN.COM/BILL.WA | | 12.95 |
| 11/04 | 11/04 | 24210799M60QTMFVT | THE VEGGIE GRILL IRVINE CA | | 11.74 |
| 11/04 | 11/04 | 24224439M30VW8ETL | COFFEE BEAN STORE NEWPORT BEACH CA | | 3.95 |
| 11/05 | 11/05 | 24193049N666H64BK | GLENDON RESTAURANTS LOS ANGELES CA | | 5.44 |
| TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD | | | | | \$1,954.81 |

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD \$0.00

Interest Charged

INTEREST CHARGE ON PURCHASES 0.00
INTEREST CHARGE ON CASH ADVANCES 0.00

TOTAL INTEREST CHARGED FOR THIS PERIOD \$0.00

| 2011 Totals Year-to-Date | |
|--------------------------------|---------|
| TOTAL FEES CHARGED IN 2011 | \$5.05 |
| TOTAL INTEREST CHARGED IN 2011 | \$21.85 |

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

| Type of Balance | Annual Percentage Rate (APR) | Balance Subject to Interest Rate | Days in Billing Cycle | Interest Charge |
|-----------------|------------------------------|----------------------------------|-----------------------|-----------------|
| PURCHASES | 14.05% | \$0.00 | 30 | \$0.00 |
| CASH ADVANCES | 23.99% | \$0.00 | 30 | \$0.00 |

Make it a rewarding holiday season

Shop the *Earn More Mall*[®] site and earn bonus rewards points for virtually all your purchases

Finding the perfect gift is good. Getting rewarded for buying it is even better. As a *Wells Fargo Rewards*[®] cardholder, you can earn up to 16 bonus points per \$1 spent in net purchases (purchases minus returns/credits) at more than 700 online and in-store merchants. That's on top of the regular points earned.¹

For those "hard to shop for" people on your list, choose from over 100 Gift Cards and enjoy free shipping and gift messaging, too. The *Earn More Mall* site has hundreds of discounts and free shipping offers.

Don't miss out on special and limited-time offers available at your favorite retailers.² Simply sign up for the *Earn More Mall* newsletter by indicating your email preferences at EarnMoreMall.com.

BARNES & NOBLE BN.com

Free shipping on orders of \$25 or more.
Plus 5 bonus points/\$1

OLD NAVY

Everyday free shipping on orders over \$50.
Plus 3 bonus points/\$1

sears

Extra \$5 off Sears.com orders of \$50 or more.
Plus 3 bonus points/\$1

priceline.com

Save up to \$150 with flight and rental car package.
Plus 2 bonus points/\$1

Harry & David

Save 20% off gourmet items.
Plus 6 bonus points/\$1

magazines.com

Magazines make great gifts. Save \$5 on your purchase.
Plus 25 bonus points/\$1

BEST BUY

Save time and money: Shop online and choose in-store pickup at BestBuy.com.
Plus 1 bonus point/\$1

SEPHORA

Free shipping on your order of \$50 or more. Plus, get 3 free samples with every order.
Plus 5 bonus points/\$1

Target.com

Over 500,000 items ship free when you spend \$50 or more.
Plus 3 bonus points/\$1

Get rewarded — shop the *Earn More Mall* site today.

¹Bonus points are earned on net purchases (purchases minus returns/credits) only.

²Merchants and offers are subject to change. Visit the *Earn More Mall* site at EarnMoreMall.com for specific terms and conditions including those associated with each merchant offer.

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Exhibit 11

Exhibit 11

Property Account Inquiry - Summary Screen

[New Search](#) |
 [Recorder](#) |
 [Treasurer](#) |
 [Assessor](#) |
 [Clark County Home](#)

Parcel ID: 071-02-000-005 |
 Tax Year: 2014 |
 District: 826 |
 Rate: 2.5267

Situs Address: UNASSIGNED SITUS MOAPA VALLEY

Legal Description: ASSESSOR DESCRIPTION: PT NE4 NE4 SEC 02 16 68GEOID: PT NE4 NE4 SEC 02 16 68

| Status | Property Characteristics | Property Values | Property Documents |
|---------|----------------------------|------------------------------------|-------------------------|
| Active | Tax Cap Increase Pct. 4.2 | Land 3500 | 2005041904639 4/19/2005 |
| Taxable | Tax Cap Limit Amount 92.14 | Total Assessed Value 3500 | 00011401051 1/14/2000 |
| | Tax Cap Reduction 0.00 | Net Assessed Value 3500 | |
| | Land Use 0-00: VACANT | Exemption Value New Construction 0 | |
| | Cap Type Other | New Construction - Supp Value 0 | |
| | Acreage 10.00 | | |
| | Supplemental Tax 0.00 | | |

| Role | Name | Address | Since | To |
|-------|--------------|---|-----------|---------|
| Owner | ZANDIAN REZA | 8775 COSTA VERDE #501, SAN DIEGO, CA 92122-5343 UNITED STATES | 8/18/2007 | Current |

| Summary | |
|--------------------|---------|
| Item | Amount |
| Taxes as Assessed | \$88.43 |
| Less Cap Reduction | \$0.00 |
| Net Taxes | \$88.43 |

| PAST AND CURRENT CHARGES DUE TODAY | | |
|---|-----------------|------------------|
| Tax Year | Charge Category | Amount Due Today |
| THERE IS NO PAST OR CURRENT AMOUNT DUE as of 12/31/2013 | | \$0.00 |

| NEXT INSTALLMENT AMOUNTS | | |
|--|-----------------|------------------------|
| Tax Year | Charge Category | Installment Amount Due |
| THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 12/31/2013 | | |

| TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR | | |
|---|-----------------|-----------------------|
| Tax Year | Charge Category | Remaining Balance Due |
| THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR as of 12/31/2013 | | |

| PAYMENT HISTORY | |
|-----------------|-----------|
| RECEIVED AMOUNT | \$96.39 |
| RECEIVED DATE | 11/4/2013 |
| RECEIVED AMOUNT | \$96.39 |
| RECEIVED DATE | \$88.43 |

12/31/13

Ascend Web Inquiry Summary Page

Current Calendar Year Payments

\$96.39

Exhibit 12

Exhibit 12

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

131

16-24/1220 4784
7001505820

11/24/2013

Pay to the
Order of

United States Treasury

\$ 58⁸⁰

Fifty Eight 80/100

Dollars



Well Fargo Bank, N.A.
California
wellsfargo.com

For Optima Technology Corp

5920 00131 0000005880

① 92 070 069 037 98 3 330391754
011 00 201212 0304
000202 0398 03051305R030413

Vertical text on the left side of the document, possibly a routing slip or administrative notes, including the word "Indorse" and other illegible text.

REQUEST 0000530894000000 58.80
ROLL ECIA 20130305 000008819647227
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

133

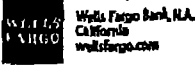
18-24/1220 4784
7001505920

1/24/2013 Date

Pay to the
Order of

Employment Development Department \$ 46²⁵

Forty six 25/100 Dollars



Wells Fargo Bank, N.A.
California
wellsfargo.com

For

Optima Technology Corp

5920 00133 0000004625

022713-9211-0004 00011 022713-9211-0004
022713-9211-43-0004-00 04-FORDEPCASTOEDD-012

WELLS FARGO BANK NA FRE
20130227 EG022 PKT 04
1221-0527-84
1011573359

REQUEST 00005530894000000 46.25
ROLL BCIA 20130227 000001011673359
JOB BCIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5640

130
16-24/1220 4784
7091605920

1/24/2013 Date

Pay to the Order of Internal Revenue Service \$ 166²⁵

One Hundred Sixty six ²⁵/₁₀₀ Dollars



For Optima Technology Corp. (CA)

5920 00130 0000016625

92 1 70 064 030 13 3 330391754
OPTI 01 201212 0304
000202580020 03051307R030413

REQUEST 00005530894000000 166.25
ROLL ECIA 20130305 000008819647067
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

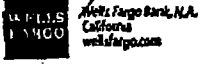
G REZA ZAN
NILOOFAR F
8775 COSTA VER
SAN DIEGO, CA 92122-5340

134
18-24/1220 4784
7091805820

2/21/2013 Date

Pay to the Order of Employment Development Dpt. \$ 49⁶⁴

Forty Nine ⁶⁴/₁₀₀ Dollars



For Optima Technology Corp

5920 00134 00000004964

022713-3136-0136 00002 022713-3136-42-0136-00-04-FORDEP
INDIAN 0136
ZANDIA
SEP 12

WELLS FARGO BANK NA FFE
20130227 F0422 PKT 04
1221-0527-84
101157329

REQUEST 0000553089400000 49.64
ROLL BCIA 20130227 000001011673229
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

158

18-24/1220 4784
7001609820

02/24/2013
Date

Pay to the Order of Internal Revenue Service \$ 26.18

Twenty six 11/100 Dollars



For Optima Technology Corp.

3920 00158 0000002618

california

02800001096 W12911705903319367001330391754
022813 201209 02202013

2013 FEB 27 PM 3:17
USPS

REQUEST 00005530894000000 26.18
ROLL ECIA 20130228 000008510685579
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

165
16-24/1220 4784
7001505820

June 30, 13 ^{DATE}

Department

Pay to the Order of Employment Development \$ 39.71

thirty nine and 71/100 Dollars



[Handwritten signature]

For 33-0391754

⑈ 05920 ⑈ 00165 ⑈ 00000003971 ⑈

076813-3241-8658 02261 676813-3241-8658
076813-3241-44-0058-00-09-FORDEPCASTOEDD-012

WELLS FARGO BANK NA FRE
20130708 EQ034 PK7 04
1221-0527-84
1014351693

REQUEST 0000553089400000 39.71
ROLL ECIA 20130708 000001014351693
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

164

10-24/1220 4784
7001506820

June 30, 13

Pay to the
Order of

United States Treasury \$195.⁹⁶

One hundred ninety five and ⁹⁶/₁₀₀ Dollars



Wells Fargo Bank, N.A.
California
well Fargo.com

For 33-0391754

5920 00164 0000019596

92 1 70 193 050 92 3 330391754

OPT 1 01 201303 0711

000708360185 07121301R071113

REQUEST 0000530894000000 195.96
ROLL BCIA 20130712 000008118473052
JOB BCIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 13

Exhibit 13

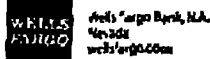
G. REZA ZANDIAN JAZI
P.O. BOX 827674
SAN DIEGO, CA 92192-7674

2003

94-7074/3212 282
2508952484

March/31/11 Date

Pay to the Order of John Peter Lee ESQ \$ 2500.⁰⁰
Two thousand five hundred Dollars



Wells Fargo Bank, N.A.
Member FDIC
wellsfargo.com

122.50 NP
2377.50 FP

For Zandian V. Margolin

⑈00000520000⑈ ⑆E00220⑈ ⑆2484⑈

APR-5 AM 1

BANK OF AMERICA, NA LVE
1220006614 E6900 94 P05
04/05/11

0002
FOR DEPOSIT ONLY
BANK OF AMERICA, N.A.
122A0072A
JOHN PETER LEE
ATTORNEY AT LAW
TRUST ACCOUNT
015432946

REQUEBT 0000553088000000 2500.00
ROLL BCIA 20110405 000008817287505
JOB ECIA P ACCT 8250002508952484
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038