

ORIGINAL

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

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

Case No.: 090C00579 1B

14 vs.

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,**

AMENDED COMPLAINT
(Exemption From Arbitration Requested)

26 **Defendants.**

27 Plaintiff, JED MARGOLIN ("Mr. Margolin"), by and through his counsel of record,
28 WATSON ROUNDS, and for his Complaint against Defendants, hereby alleges and complains
as follows:

The Parties

1. Plaintiff Mr. Margolin is an individual residing in Storey County, Nevada.
2. On information and belief, Defendant Optima Technology Corporation is a California corporation with its principal place of business in Irvine, California.

Facts

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2 9. Plaintiff Mr. Margolin is the named inventor on numerous patents and patent
3 applications, including United States Patent No. 5,566,073 ("the '073 Patent"), United States
4 Patent No. 5,904,724 ("the '724 Patent"), United States Patent No. 5,978,488 ("the '488
5 Patent") and United States Patent No. 6,377,436 ("the '436 Patent") (collectively "the Patents").

6 10. Mr. Margolin is the legal owner and owner of record for the '488 and '436
7 Patents, and has never assigned those patents.

8 11. In July 2004, Mr. Margolin granted to Optima Technology Group ("OTG"), a
9 Cayman Islands Corporation specializing in aerospace technology, a Power of Attorney
10 regarding the '073 and '724 Patents. In exchange for the Power of Attorney, OTG agreed to
11 pay Mr. Margolin royalties based on OTG's licensing of the '073 and '724 Patents.

12 12. In May 2006, OTG and Mr. Margolin licensed the '073 and '724 Patents to
13 Geneva Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to the royalty
14 agreement between Mr. Margolin and OTG.

15 13. On about July 20, 2004, Mr. Margolin assigned the '073 and '724 Patents to
16 OTG.

17 14. In about November 2007, OTG licensed the '073 Patent to Honeywell
18 International, Inc., and Mr. Margolin received a royalty payment pursuant to the royalty
19 agreement between Mr. Margolin and OTG.

20 15. In December 2007, Defendant Zandian filed with the U.S. Patent and Trademark
21 Office ("USPTO") fraudulent assignment documents allegedly assigning all four of the Patents
22 to Optima Technology Corporation.

23 16. Upon discovery of the fraudulent filing, Mr. Margolin: (a) filed a report with the
24 Storey County Sheriff's Department; (b) took action to regain record title to the '488 and '436
25 Patents that he legally owned; and (c) assisted OTG in regaining record title of the '073 and
26 '724 Patents that it legally owned and upon which it contracted with Mr. Margolin for royalties.

27 17. Shortly before this, Mr. Margolin and OTG had been named as defendants in an
28 action for declaratory relief regarding non-infringement of the '073 and '724 Patents in the

1 United States District Court for the District of Arizona, in a case titled: *Universal Avionics*
2 *Systems Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the
3 "Arizona Action"). In the Arizona Action, Mr. Margolin and OTG filed a cross-claim for
4 declaratory relief against Optima Technology Corporation (Zandian) in order to obtain legal
5 title to their respective patents.

6 18. On August 18, 2008, the United States District Court for the District of Arizona
7 entered a final judgment in favor of Mr. Margolin and OTG on their declaratory relief action,
8 and ordered that OTC—California and OTC—Nevada had no interest in the '073 or '724
9 Patents, that the assignment documents filed by Zandian with the USPTO were "forged, invalid,
10 void, of no force and effect," that the USPTO was to correct its records with respect to any
11 claim by OTC to the Patents and/or the Power of Attorney, and that OTC was enjoined from
12 asserting further rights or interests in the Patents and/or Power of Attorney. Attached as Exhibit
13 A is a copy of the Order from the United States District Court in the Arizona Action.

14 19. Due to Defendants' fraudulent acts, title to the Patents was clouded and
15 interfered with Plaintiff's and OTG's ability to license the Patents.

16 20. During the period of time Mr. Margolin worked to correct record title of the
17 Patents in the Arizona Action and with the USPTO, he incurred significant litigation and other
18 costs associated with those efforts.

19 **Claim 1--Conversion**
20 **(Against All Defendants)**

21 21. Paragraphs 1-20 of the Complaint set forth above are incorporated herein by
22 reference.

23 22. Through the fraudulent acts described above, Defendants wrongfully exerted
24 dominion over the Patents, thereby depriving Mr. Margolin of the use of such property.

25 23. The Patents and the royalties due Mr. Margolin under the Patents were the
26 personal property of Mr. Margolin.

27 24. As a direct and proximate result of the Defendants' conversion, Mr. Margolin
28 has suffered damages in excess of ten thousand dollars (\$10,000), entitling him to the relief set

1 forth below.

2 **Claim 2--Tortious Interference With Contract**
3 **(Against All Defendants)**

4 25. Paragraphs 1-24 of the Complaint set forth above are incorporated herein by
5 reference.

6 26. Mr. Margolin was a party to a valid contract with OTG for the payment of
7 royalties based on the license of the '073 and '724 Patents.

8 27. Defendants were aware of Mr. Margolin's contract with OTG.

9 28. Defendants committed intentional acts intended and designed to disrupt and
10 interfere with the contractual relationship between Mr. Margolin and OTG.

11 29. As a result of the acts of Defendants, Mr. Margolin's contract with OTG was
12 actually interfered with and disrupted.

13 30. As a direct and proximate result of the Defendants' tortious interference with
14 contract, Mr. Margolin has suffered damages in excess of ten thousand dollars (\$10,000),
15 entitling him to the relief set forth below.

16 **Claim 3--Intentional Interference with Prospective Economic Advantage**
17 **(Against All Defendants)**

18 31. Paragraphs 1-30 of the Complaint set forth above are incorporated herein by
19 reference.

20 32. Defendants were aware of Mr. Margolin's prospective business relations with
21 licensees of the Patents.

22 33. Defendants purposely, willfully and improperly attempted to induce Mr.
23 Margolin's prospective licensees to refrain from engaging in business with Mr. Margolin.

24 34. The foregoing actions by Defendants interfered with the business relationships of
25 Mr. Margolin, and were done intentionally and occurred without consent or authority of Mr.
26 Margolin.

27 35. As a direct and proximate result of the Defendants' tortious interference, Mr.
28 Margolin has suffered damages in excess of ten thousand dollars (\$10,000), entitling him to the
relief set forth below.

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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, AMENDED COMPLAINT (Exemption From Arbitration Requested), addressed as follows:

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

Dated: August 11, 2011



Carla Ousby