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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 16<sup>th</sup> 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

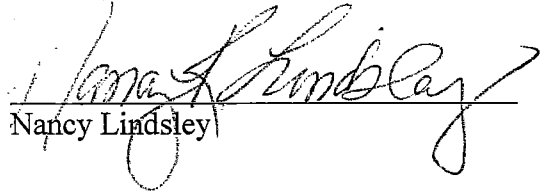
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A Nevada corporation  
8401 Bonita Downs Road  
Fair Oaks, CA 95628

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

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A California corporation  
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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