

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
5

REC'D & FILED
2013 DEC 11 PM 3:12

ALAN GLOVER
BY *[Signature]*
DEPUTY

6
7
8 **In The First Judicial District Court of the State of Nevada**
9 **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**
19 **Companies 1-10, DOE Corporations 11-20,**
and DOE Individuals 21-30,

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

MOTION FOR JUDGMENT DEBTOR
EXAMINATION AND TO PRODUCE
DOCUMENTS

21
22 PLEASE TAKE NOTICE that Judgment Creditor Jed Margolin by and through his
23 attorneys, brings this motion seeking this Court, in light of the civil judgment entered by this
24 Court on June 24, 2013 against Judgment Debtor Reza Zandian ("Zandian") and pursuant to
25 NRCP 69 and NRS 21.270, issue an order requiring:

26 1. That Zandian appear before the Court and answer upon oath or affirmation concerning
27 Zandian's property at the Judgment Debtor Examination under the authority of a Judge of the
28 Court; and

1 2. That Zandian produce to Mr. Margolin's counsel at least one week prior to the
2 Judgment Debtor Examination, so that counsel may effectively review and question Zandian
3 regarding the documents, all information and documents identifying, related to, and/or
4 comprising the following:

5 a. Any and all information and documentation identifying real property, computers,
6 cell phones, intellectual property, vehicles, brokerage accounts, bank deposits and
7 all other assets that may be available for execution to satisfy the Judgment entered
8 by the Court, including, but not limited to, information relating to financial
9 accounts, monies owed to Zandian by others, etc.

10 b. Documents sufficient to show Zandian's balance sheet for each month for the years
11 2007 to the present.

12 c. Documents sufficient to show Zandian's gross revenues for each month for the
13 years 2007 to the present.

14 d. Documents sufficient to show Zandian's costs and expenses for each month for the
15 years 2007 to the present.

16 e. All tax returns filed by Zandian with any governmental body for the years 2007 to
17 the present, including all schedules, W-2's and 1099's.

18 f. All of Zandian's accounting records, computerized electronic and/or printed on
19 paper format for the years 2007 to the present.

20 g. All of Zandian's statements, cancelled checks and related banking documents for
21 any bank, brokerage or other financial account at least partially controlled by
22 Zandian, or recorded in the name of Zandian or for Zandian's benefit, for the years
23 2007 to the present.

24 h. All of Zandian's checkbooks, checkbook stubs and checkbook entries for the years
25 2007 to the present.

26 i. Documents sufficient to show the means and source of payment of Zandian's
27 current residence and any other residence for the years 2007 to the present.
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j. Documents sufficient to show the means and source of payment of Zandian's counsel in this matter.

k. Any settlement agreements by which another party has agreed to pay money to Zandian.

This application is made and based upon the points and authorities, the McMillen Declaration and any Exhibits attached hereto.

Dated this 11th day of December, 2013. Respectfully submitted,

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

1 POINTS AND AUTHORITIES

2 NRCF 69 provides that "[i]n aid of the judgment or execution, the judgment creditor...
3 may obtain discovery from ... the judgment debtor, in the manner provided in these rules."

4 NRCF 69(a).

5 **A. Mr. Margolin is Entitled to a Judgment Debtor Examination**

6 Pursuant to NRCF 62, proceedings to enforce a money judgment may be initiated once
7 10 days have passed since the entry of judgment, unless the judgment debtor has obtained a
8 stay by posting a supersedeas bond. NRCF 62. On June 27, 2013, written notice of entry of
9 the judgment was served. More than 10 days have passed, and Zandian has not paid any part
10 of the \$1,495,775.74 judgment owed and has neither sought nor obtained a stay.

11 To the contrary, Zandian has avoided any contact with Mr. Margolin and his counsel.
12 In fact, Zandian's new counsel recently sent Mr. Margolin's counsel a letter stating that
13 Zandian intends to move this Court to set aside the judgment pursuant to NRCF 60. *See*
14 Exhibit 1. Zandian's counsel told Mr. Margolin's counsel on December 6, 2013, that the basis
15 for the NRCF 60 motion is a "failure to properly serve" as Zandian "has been a resident of
16 France for the last 6 to 7 years" and we did not serve him there.

17 However, it is clear that in John Peter Lee's motion to withdraw, he provided counsel
18 and the Court with Zandian's last known address as 8775 Costa Verde Blvd., San Diego, CA
19 92122. *See* Motion to Withdraw, dated 3/6/12, on file herein. Also, on April 11, 2012,
20 Zandian and his business partners, including his new counsel in this matter, filed an easement
21 where Zandian had his signature notarized in San Diego, CA. *See* Exhibit 2. In his fraudulent
22 letter to the US Patent Office, dated December 5, 2007, Zandian provided his address as 8775
23 Costa Verde Blvd., Suite 501, San Diego, CA 92122. *See* Exhibit 3. Zandian signed a
24 settlement agreement on June 19, 2008 and listed his address as 8775 Costa Verde Blvd., Suite
25 501, San Diego, CA 92122. *See* Exhibit 4.

26 The notice of entry of default judgment was served to the following addresses:

27 Reza Zandian
28 8775 Costa Verde Blvd.
San Diego, CA 92122

1 Reza Zandian
2 8775 Costa Verde Blvd, Apt. 501
3 San Diego, CA 92122

4 Alborz Zandian
5 9 Almanzora
6 Newport Beach, CA 92657-1613

7 Reza Zandian
8 8401 Bonita Downs Road
9 Fair Oaks, CA 95628

10 Optima Technology Corp.
11 A California corporation
12 8401 Bonita Downs Road
13 Fair Oaks, CA 95628

14 Optima Technology Corp.
15 A Nevada corporation
16 8401 Bonita Downs Road
17 Fair Oaks, CA 95628

18 Optima Technology Corp.
19 A California corporation
20 8775 Costa Verde Blvd. #501
21 San Diego, CA 92122

22 Optima Technology Corp.
23 A Nevada corporation
24 8775 Costa Verde Blvd. #501
25 San Diego, CA 92122

26 *See Notice of Entry of Default Judgment, filed 6/27/13.*

27 There is no doubt Zandian was properly served throughout this matter and that
28 execution of the judgment should no longer be delayed by Zandian's obvious attempts to avoid
paying the judgment. Now that Zandian has resurfaced and obtained counsel to represent him
in this matter again, it is the best time to order the requested debtor's examination and
document production.

Under Nevada procedure, Mr. Margolin is entitled to a debtor examination. NRS
21.270 states that "a judgment creditor, at any time after the judgment is entered, is entitled to
an order from the judge of the court requiring the judgment debtor to appear and answer upon
oath or affirmation concerning his or her property" at an examination either before 1) the judge.

1 or master appointed by the judge or 2) an attorney representing the judgment creditor. NRS
2 21.270(1).

3 **B. The Debtor Examination Should Proceed Before the Judge**

4 A Judgment Debtor Examination is necessary to enable Mr. Margolin to discover any
5 and all real and personal property of Zandian and facts relating thereto, which may assist in the
6 potential execution to satisfy the judgment. NRS 21.270 entitles Mr. Margolin to an
7 examination before either the Court or an attorney.

8 Given Zandian's evasive nature and unwillingness to appear and communicate
9 regarding this matter, even though we know he is receiving notices regarding this matter, Mr.
10 Margolin respectfully requests that the examination take place before the Court in Carson City,
11 Nevada. The supervision of the Court is necessary since Zandian has a history of
12 unreasonably and vexatiously refusing to respond to discovery in this litigation. *See* Motion
13 for Sanctions, dated 12/14/12, on file herein. Indeed, from the very beginning, Zandian has
14 argued he has never been properly served and refused to provide a current address where he
15 can be served, even though we already have his address. *See* Motion to Dismiss, dated 6/9/11;
16 Opposition to Motion to Dismiss, dated 6/22/11; Motion to Serve by Publication, dated
17 8/11/11; Order to Serve by Publication, dated 9/9/11; Amended Order Allowing Service by
18 Publication, dated 9/27/11; Affidavit of Service by Publication, dated 11/7/11; Motion to
19 Dismiss Amended Complaint on Special Appearance, dated 11/16/11; Opposition to Motion to
20 Dismiss, dated 12/5/11; Reply to Opposition to Motion to Dismiss, dated 12/13/11; Order
21 Denying Defendant's Motion to Dismiss, dated 2/21/12; John Peter Lee, LTD's Motion to
22 Withdraw, dated 3/6/12.

23 Also, in an unrelated lawsuit, Zandian was deposed on June 23, 2010, and in that
24 deposition he refused to provide his address or his driver's license for identification. *See*
25 Exhibit 5. He was only willing to state that he was a resident of the State of California and
26 that he lived in San Diego for the last seven years. *See* Exhibit 5 at 10:17-18, 13:18-24.¹

27
28 ¹ This deposition testimony clearly contradicts Zandian's current counsel inasmuch as Zandian's current counsel
claims Zandian has resided in France for the last 6-7 years. Clearly, during the 2010 deposition, Zandian
testified under oath that he resided in San Diego, California, for seven years as of the date of the deposition.

1 The heightened risk that Zandian's conduct in a private examination would parallel his
2 past misconduct merits the need to conduct this examination before a judge.

3 **C. Zandian Should Be Ordered to Produce Documents Necessary to Identify**
4 **Assets**

5 Mr. Margolin also requests an order requiring the production of relevant documents to
6 enable him to pursue execution of his judgment. "The scope of post-judgment discovery is
7 broad, "the judgment creditor must be given the freedom to make a broad inquiry to discover
8 hidden or concealed assets of the judgment debtor." *British Intern. Ins. Co., Ltd. v. Seguros La*
9 *Republica, S.A.*, 200 F.R.D. 586, 588 (W.D.Tex. 2000) (quoting *Caisson Corp. v. County West*
10 *Building Corp.*, 62 F.R.D. 331, 334 (E.D.Pa. 1974)).

11 Mr. Margolin is entitled to discover where Zandian's funds are located and whether
12 any transfers of those funds were fraudulent pursuant to NRS 112.180. Post-judgment
13 discovery can be used to gain information relating to, among other things, the "existence or
14 transfer of the judgment debtor's assets." *British Intern., supra*, 200 F.R.D. at 588 (emphasis
15 added). Mr. Margolin is also entitled to financial statements, bank statements, investment
16 account statements, and tax returns. *The Edwards Andrews Group, Inc. v. Addressing Servs.*
17 *Co., Inc.*, No. 04 Civ. 6731, 2006 WL 1214984 at *1, 2006 U.S. Dist. LEXIS 28967 at *2
18 (S.D.N.Y. May 4, 2006); *Libaire v. Kaplan*, 760 F.Supp.2d 288 (E.D.N.Y. 2011); Order
19 Granting Debtors Examination, *American Int'l Recovery v. Costa*, Case No. 2:07-cv-00123-
20 JCM-PAL (Dkt. 60) (D. Nev. Oct. 13, 2011) (listing documents to be produced).

21 **D. Conclusion**

22 For the reasons stated above, pursuant to NRCP 69 and NRS 21.270, Mr. Margolin
23 respectfully requests that this Court issue an Order Scheduling a Judgment Debtor
24 Examination to take place before a Judge of this Court and order Zandian to produce the
25 documents listed above.

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


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

DECLARATION

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

Dated this 11th day of December, 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 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, MOTION FOR JUDGMENT DEBTOR EXAMINATION AND TO PRODUCE DOCUMENTS, 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

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

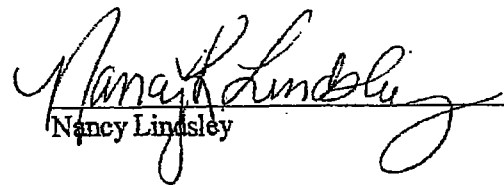
Optima Technology Corp.
A Nevada corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

Johnathon Fayeghi, Esq.
Hawkins Melendrez
9555 Hillwood Dr. Suite 150
Las Vegas, NV 89134
Counsel for Reza Zandian

Dated: December 11, 2013


Nancy Lindsley

INDEX OF EXHIBITS

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Exhibit No.	Title	Number of Pages
1	Letter dated December 6, 2013, addressed to Adam P. McMillen, Esq. from Geoffrey W. Hawkins, Esq. of the law firm of Hawkins Melendrez	2
2	Temporary Easement Deed, dated January 10, 2012, recorded as Document No. 489610, Lyon County, Nevada	7
3	Letter dated December 5, 2007 from Optima Technology Corporation to United States Patent Office Patent Assignment Department	1
4	Settlement and Mutual Release Agreement, dated June 17, 2008, between Reza Zandian, Fred Sadri, Ray Koroghli, et al.	15
5	Transcript of the Deposition of Reza Zandian, dated June 23, 2010, in connection with a matter entitled, "Fronteer Development v. Big Spring Ranch, et al."	5

Exhibit 1

Exhibit 1



HAWKINSMELENDREZ
ATTORNEYS AT LAW

FROM THE DESK OF:
GEOFFREY W. HAWKINS, Esq.
ghawkins@hawkinsmelendrez.com

GEOFFREY W. HAWKINS, ESQ.
MARTIN I. MELENDREZ, ESQ.
JOHNATHON FAYEGHI, ESQ.
DIONE C. WRENN, ESQ.

December 6, 2013

Via U.S. Mail & Facsimile

Adam P. McMillen, Esq.
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511
Fax # (775) 333-8171

RE: *Jed Margolin v. Optima Technology Corporation et.al (Case No. 090C00579
1B)*

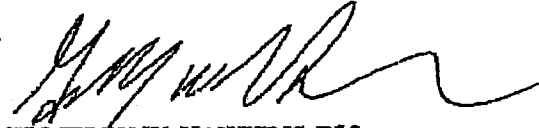
Dear Mr. McMillen,

Please be advised that Hawkins Melendrez, P.C. has been retained as counsel for Reza Zandian in the above-referenced matter. Future communication concerning this matter should now be directed to our office. It is our understanding that a default judgment against Mr. Zandian was granted by the Court on June 26, 2013. Please be advised, our office is currently in the process of preparing a Motion to Set Aside Default Judgment Pursuant to NRCP 60. Upon receipt of this correspondence, please contact our office so we can discuss the facts and circumstances surrounding this case.

Should you have any questions or comments, please do not hesitate to contact our office.

Very truly yours,

HAWKINS MELENDREZ, P.C.



GEOFFREY W. HAWKINS, ESQ.
JOHNATHON FAYEGHI, ESQ.

GWH/mam

HAWKINS MELENDREZ, P.C.

9555 HILLWOOD DRIVE, STE. 150
LAS VEGAS, NV 89134
702.318.8800
lkidd@hawkinsmelendrez.com
12/5/2013

Fax

TO: WATSON ROUNDS

FROM: Lauren Kidd

ATT: Adam P. McMillan, Esq.

PAGES: Two (2) including cover.

FAX: 702-318-8801

FAX: 775-333-8171

PHONE: 702-318-8800

Re: Margolin v. Optima Technology ; Case No.: 090C00579 1B

COMMENTS:

Please see attached correspondence.

o

- Urgent
- Please review
- Please comment
- For your records

Exhibit 2

Exhibit 2

DOC # 489610

04/11/2012 12:39 PM

Official Record

Requested By
STATE OF NEVADA

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 18 Fee:

Recorded By: DLM RPTT:

513B

Ptn. of APN's: 015-311-18
015-311-19

AFTER RECORDING RETURN
TO:

NEVADA DEPT. OF
TRANSPORTATION
RIGHT-OF-WAY DIVISION
ATTN: STAFF SPECIALIST -
ACQ
1263 S. STEWART ST.
CARSON CITY, NV 89702



0489610

LEGAL DESCRIPTION
PREPARED BY:
HALANA D. SALAZAR
NEVADA DEPT. OF
TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

Project: SPF-050-2(019)
E.A.: 73475
Parcel's: U-050-LY-019.717TE
U-050-LY-019.752TE

UNOFFICIAL COPY

TEMPORARY EASEMENT DEED

THIS DEED, made this 10th day of January, 2012
between REZA ZANDIAN AND NILOOFAR FOUGHANI, HUSBAND AND WIFE AS TO AN
UNDIVIDED 25% INTEREST;
ELIAS ABRISHAMI AND MINOO ABRISHAMI, HUSBAND AND WIFE AS TO AN UNDIVIDED
2/6TH INTEREST;
ENAYAT ABRISHAMI AND NAIMA ABRISHAMI, HUSBAND AND WIFE AS TO AN
UNDIVIDED 1/6TH INTEREST;
Eagles Nest LLC, A California limited liability company, AS TO AN UNDIVIDED 12.50%
INTEREST;

Johnathon Fayeghi, an unmarried man, as to an Undivided 3.0% interest; and
Rashad El-Sabawi and Reem El-Sabawi, Trustees of the Rashad and Reem El-Sabawi Family
Trust, as to an undivided 9.50% interest; as tenants in common hereinafter called GRANTOR,
and the STATE OF NEVADA, acting by and through its Department of Transportation,
hereinafter called GRANTEE,



489610

04/11/2012
002 of 10

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the GRANTEE and to its assigns for those purposes as contained in Chapter 408 of the Nevada Revised Statutes, two (2) temporary easements upon, over and across certain real property of the undersigned for construction. Said easements are situate, lying and being in the County of Lyon, State of Nevada, and more particularly described as being a portion of the SW 1/4 of the NE 1/4 of Section 10, T. 17 N., R. 23 E., M.D.M., and more fully described by metes and bounds as follows, to wit:

Parcel: U-050-LY-019.717E

COMMENCING at a Notched Rock with 1/4 etched on the west side, accepted as being the east quarter corner of Section 1, T. 17 N., R. 23 E., M.D.M., shown and delineated as a "FD. STONE WITH SCRIBED '1/4' IN ROCK MOUND" on that certain MERGER AND RESUBDIVISION PARCEL MAP FOR SULLIVAN/CROSBY TRUST, filed for record on June 30, 2010, as File No. 461442, in the Official Records of Lyon County, Nevada; thence N. 89°48'30" W., along the east-west quarter section line of said Section 1, a distance of 5,262.29 feet (N. 89°48'33" W. - 5,263.58 feet, per said PARCEL MAP), to a 2" Iron Pipe with nail and tag stamped "LS 1635", accepted as being the west quarter corner of said Section 1, shown and delineated as a "FD. 2" IRON PIPE TAGGED LS 1635" on said PARCEL MAP; thence S. 60°06'34" W. a distance of 9,029.72 feet to the POINT OF BEGINNING; said point of beginning further described as being the intersection of the right or southeasterly right-of-way line of US-50 with the north-south quarter section line of said Section 10, 183.00 feet right of and measured at right angles to the centerline of US-50 at Highway Engineer's Station "X2" 1095+83.53 P.O.T.; thence N. 65°09'38" E., along said southeasterly right-of-way line, a distance of 16.48 feet; thence S. 24°50'22" E. a distance of 10.57 feet; thence S. 65°09'38" W. a distance of 39.59 feet to said north-south quarter section line; thence N. 0°02'13" W., along said quarter section line, a distance of 55.08 feet to the point of beginning; said parcel contains an area of 1,402 square feet (0.03 of an acre).

Parcel: U-050-LY-019.752E

COMMENCING at a Notched Rock with 1/4 etched on the west side, accepted as being the east quarter corner of Section 1, T. 17 N., R. 23 E., M.D.M., shown and delineated as a "FD. STONE WITH SCRIBED '1/4' IN ROCK MOUND" on that certain MERGER AND RESUBDIVISION PARCEL MAP FOR SULLIVAN/CROSBY TRUST, filed for record on June 30, 2010, as File No. 461442, in the Official Records of Lyon County, Nevada; thence N. 89°48'30" W., along the east-west quarter section line of said Section 1, a distance of 5,262.29 feet (N. 89°48'33" W. - 5,263.58 feet, per said PARCEL MAP), to a 2" Iron Pipe with nail and tag stamped "LS 1635", accepted as being the west quarter corner of said Section 1, shown and delineated as a "FD. 2" IRON PIPE TAGGED LS 1635" on said PARCEL MAP; thence S. 62°35'35" W. a distance of 8,818.66 feet to the POINT OF BEGINNING; said point of beginning further described as being the intersection of the left or northwesterly right-of-way line of US-50 with the north-south quarter section line of said Section 10, 161.00 feet left of and measured at right angles to the centerline of US-50 at Highway Engineer's Station "WB" 1097+68.36 P.O.T.; thence N. 0°02'13" E., along said north-south quarter section line, a distance of 46.82 feet; thence S. 89°35'56" E. a distance of 38.69 feet; thence S. 3°48'07" E. a



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04/11/2012
003 of 10

distance of 27.86 feet to said northwesterly right-of-way line; thence S. 65°09'38" W., along said northwesterly right-of-way line, a distance of 44.64 feet to the point of beginning; said parcel contains an area of 1,486 square feet (0.03 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone, as determined by the State of Nevada, Department of Transportation.

The above described temporary rights shall commence on January 1, 2012 and shall continue through and include the termination date of December 31, 2014.

This agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

TO HAVE AND TO HOLD unto and singular the said real property, together with the appurtenances, unto the said GRANTEE and to any heirs, successors and assigns for the term of this temporary easement.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

REZA ZANDIAN AND NILOOFAR FOUGHANI, HUSBAND AND WIFE

BY:

Reza Zandian

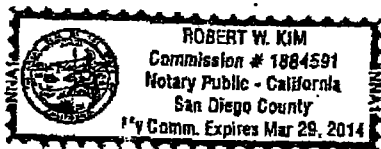
BY:

Niloofar Foughani

State of CALIFORNIA
County of SAN DIEGO

This instrument was acknowledged before me on 10th day of JAN 2012 by Reza Zandian.

S
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A
L



Robert W. Kim
Notary



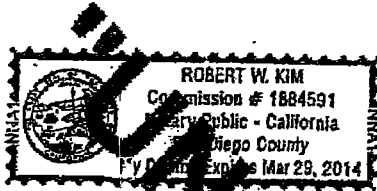
489610

04/11/2012
004 of 10

State of CALIFORNIA
County of SAN DIEGO

This instrument was acknowledged before me on 10th day of JAN 2012 by Niloofer Foughani.

S
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Robert W. Kim
Notary

ELIAS ABRISHAMI AND MINOO ABRISHAMI, HUSBAND AND WIFE

BY: _____
Elias Abrishami

BY: _____
Minoo Abrishami

State of _____
County of _____

This instrument was acknowledged before me on _____ day of _____ by Elias Abrishami.

S
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Notary

State of _____
County of _____

This instrument was acknowledged before me on _____ day of _____ by Minoo Abrishami.

S
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Notary

NOTARY PUBLIC STATE OF CALIFORNIA

489610

04/11/2012
005 of 10

State of _____
County of _____

This instrument was acknowledged before me on _____ day of _____ by Niloofer Foughani.

S
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Notary

ELIAS ABRISHAMI AND MINOO ABRISHAMI, HUSBAND AND WIFE

BY: Elias Abrishami
Elias Abrishami

BY: Minoo Abrishami
Minoo Abrishami

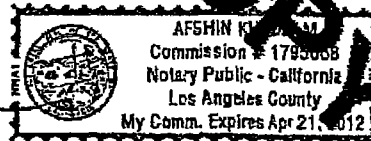
State of _____
County of _____

This instrument was acknowledged before me on _____ day of _____ by Elias Abrishami.

S
E
A
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State of California, County of Los Angeles
On Feb 21, 2012 before me, AFSHIN KHODDAM
Notary Public, personally appeared ELIAS ABRISHAMI
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Notary



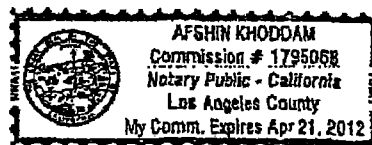
State of _____
County of _____

This instrument was acknowledged before me on _____ day of _____ by Minoo Abrishami.

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State of California, County of Los Angeles
On Feb 21, 2012 before me, AFSHIN KHODDAM
Notary Public, personally appeared Minoo Abrishami
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Notary





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04/11/2012
006 of 10

ENAYAT ABRISHAMI AND NAIMA ABRISHAMI, HUSBAND AND WIFE

BY: Enayat Abrishami
Enayat Abrishami

BY: N. Abrishami
Naima Abrishami

State of California
County of Los Angeles

This instrument was acknowledged before me on 11 Th day of Jan, 2012 by Enayat Abrishami.

State of California, County of Los Angeles
On Jan 11, 2012 before me, Fahimeh Zomorodian
Notary Public, personally appeared Enayat Abrishami
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Fahimeh Zomorodian
Notary



State of California
County of Los Angeles

This instrument was acknowledged before me on 11 day of Jan, 2012 by Naima Abrishami.

State of California, County of Los Angeles
On Jan 11, 2012 before me, Fahimeh Zomorodian
Notary Public, personally appeared Naima Abrishami
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Fahimeh Zomorodian
Notary



EAGLES NEST LLC, A California Limited Liability Company

BY: _____
Bahman Tamjidi

UNOFFICIAL COPY



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04/11/2012
007 of 10

EAGLES NEST LLC, A California Limited Liability Company

BY: *B. Tamjidi*
Bahman Tamjidi

State of CA
County of _____

This instrument was acknowledged before me on _____ day of _____ by Bahman Tamjidi as _____ of Eagles Nest LLC.

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See the attachment notary
Notary

JOHNATHON FAYEGHI, AN UNMARRIED MAN

BY: _____
Johnathon Fayeghi

State of _____
County of _____

This instrument was acknowledged before me on _____ day of _____ by Johnathon Fayeghi.

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04/11/2012
008 of 10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Feb. 1st 2012 before me, Shamuna Daniali Farzam, Notary Public

personally appeared Bahman Tamijidi

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Temporary Easement

Document Date: Feb. 1st 2012 Number of Pages: 1 + NOTARY

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____



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04/11/2012
009 of 10

EAGLES NEST LLC, A California Limited Liability Company

BY: Bahman Tamjidi

State of _____
County of _____

This instrument was acknowledged before me on _____ day of _____ by Bahman Tamjidi as _____ of Eagles Nest LLC.

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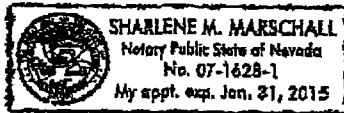
JOHNATHON FAYEGHI, AN UNMARRIED MAN

BY: Johnathon Fayeghi

State of Nevada
County of Clark

This instrument was acknowledged before me on 16th day of February, by Johnathon Fayeghi.

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Sharlene M. Marshall
Notary



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04/11/2012
010 of 10

RASHAD AND REEM EL-SABAWI FAMILY TRUST

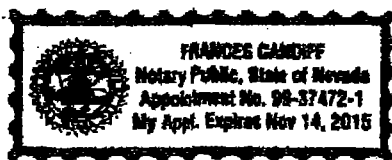
BY: [Signature]
Rashad El-Sabawi

BY: [Signature]
Reem El-Sabawi

State of Nevada
County of Clark

This instrument was acknowledged before me on 2nd day of Feb 2012 by Rashad El-Sabawi, as Trustee of the Rashad and Reem El-Sabawi Family Trust.

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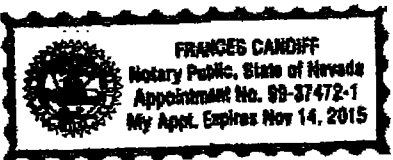


[Signature]
Notary

State of Nevada
County of Clark

This instrument was acknowledged before me on 2nd day of Feb 2012 by Reem El-Sabawi, as Trustee of the Rashad and Reem El-Sabawi Family Trust.

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[Signature]
Notary

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Exhibit 3

Exhibit 3

12/18/2007 18:17 FAX 708 80(24

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858-625-2460

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p.4

Optima Technology Corporation

8775 Costa Verde Blvd.
Suite 501, San Diego CA 92122
Phone: 775-450-6833
Fax: 858-625-2460

December 5, 2007

United States Patent Office
Patent Assignment Department

Fax: 571-273-0140

Subject: Assignment of Patents

Dear Sir,

Reference to our telephone conversation of today with Mr. Maurice please find herewith the information cover sheet and credit card payment form and the power of attorney from Mr. Jed Margolin to Optima Technology Corporation for four patents Numbers:

5,566,073
5,904,724
6,377,436
5,978,488

to be assigned to Optima Technology Corporation a Nevada Corporation with the Address:

Mr. John Peter Lee Esq.
830 Las Vegas Boulevard South,
Las Vegas NV 89101

Thank you in advance for your co-operation, please call 775-450-6833 if you have any question.

Truly Yours

Reza Zandian
Director/Officer Optima Technology Corporation

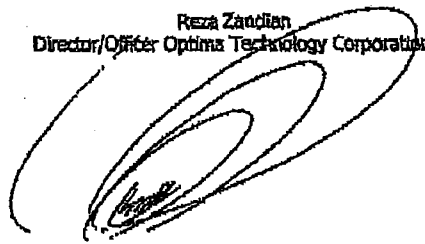


Exhibit 4

Exhibit 4

*** THIS IS AN UNOFFICIAL COPY ***



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07/21/2008
002 of 20

Handwritten initials: "KOR"

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Agreement is made and entered into this 17th day of June, 2008, "effective date" by and between Reza Zandian ("Zandian"), Fred Sadri individually and as trustee of Star Living Trust ("Sadri") and Ray Koroghli ("Koroghli") individually and as Members and Managing Members of Wendover Project, LLC, Nevada Land & Water Resources, LLC and Big Spring Ranch, LLC.

1. RECITALS

1.1 WHEREAS Sadri is joined in this Agreement in his individual capacity and as Trustee of the Star Living Trust ("Trust") and

1.2 The use of the name "Sadri" shall reflect his agreement individually to the terms and provisions of this Agreement, and also his agreement to these terms and provisions as a Trustee of the Star Living trust without repetition of that fact through the body of this Agreement.

1.3 WHEREAS Zandian, Sadri and Koroghli are or have been Managing Members of Wendover Project, LLC ("Wendover"), Nevada Land and Water Resources, LLC ("Nevada Land") and Big Spring Ranch, LLC ("Big Spring"), jointly LLC's and this Agreement binds the individual parties and the LLC's identified; and

1.4 WHEREAS all of the above are limited liability companies formed in and doing business in the State of Nevada; and

1.5 WHEREAS each individual party to this Agreement is married, and each individual party will indemnify each and every other party on account of any causes of actions,

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003 of 20

claims or demands made by their respective spouses on account of any of the matters contained in this Agreement and hold each of them harmless therefrom; and

1.6 WHEREAS Zandian has been denied access to the books and financial affairs of the LLC's and the nature and extent of the assets of each of the LLC's since May, 2004, and accordingly has no information concerning the admission of members, the sale of assets of the LLC's, the debts incurred or any financial information whatsoever, all of which is within the knowledge and control of Sadri and Koroghli, but which information will be revealed to Zandian as herein provided; and

1.7 WHEREAS litigation was commenced by Zandian on the 10th day of October, 2005 as Plaintiff who brought suit in the Nevada Eighth Judicial District, Clark County Nevada, against Sadri and Koroghli and the LLC's named herein as Case No. A511131, which litigation resulted in a Judgment in Zandian's favor entered on the 8th day of June, 2007, which Judgment has been appealed and cross-appealed and is presently pending in the Supreme Court of Nevada as Case No. 49924 (jointly "Litigation"); and

1.8 WHEREAS the parties intend that they will, in writing, acknowledge Zandian as a Managing Manager in good standing in each of the LLC's referred to in these Recitals with equal voting rights as Sadri and Koroghli and same rights and benefits he had before May 2004 granted by Operating Agreement of ("Wendover") and (Big Spring Ranch); and

1.9 WHEREAS the parties hereto have a dispute as to the control and ownership of the LLC's identified in Section 1.3 as well as other properties held by them as tenants in common. It is the intention of the parties to this agreement to resolve all outstanding disputes

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07/31/2008
004 of 20

between and amongst them that exist as of the date of this Settlement Agreement and Mutual Release. This Agreement is intended as a full and complete compromise of the various disputes between the parties hereto and should serve as a complete resolution thereof.

2. TERMS OF AGREEMENT

The parties hereby agree to the following terms and agree to perform any and all acts necessary, including signing necessary documents, to implement the following agreements:

2.1 Wendover Project, LLC

2.1.1 The Wendover Operating Agreement dated December 26, 2003 and signed on December 28, 2003, shall remain in full force and effect except as set forth in this Settlement Agreement and Mutual Release;

2.1.2 The acquisition price of the property presently held by Wendover Project, LLC ("Wendover"), shall be reduced by \$3 million to \$12 million, which reflects a withdrawal of the credit given to Zandian for the delivery of the Damen Shipyard stock. Sadri and Koroghli and ("Wendover") disavow any claim to that stock, and Zandian shall be free to pursue that stock from Pico Holdings;

2.1.3 The parties agree that only the Wendover's sale of +/- 32 acres to Peppermill Hotel & Casino is recognized, acknowledged and shall be given full force and effect;

2.1.4 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Wendover. In that regard, the Wendover operating agreement shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managers;

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07/31/2006
006 of 20

between and amongst them that exist as of the date of this Settlement Agreement and Mutual Release. This Agreement is intended as a full and complete compromise of the various disputes between the parties hereto and should serve as a complete resolution thereof.

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The parties hereby agree to the following terms and agree to perform any and all acts necessary, including signing necessary documents, to implement the following agreements:

2.1 Wendover Project, LLC

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2.1.2 The acquisition price of the property presently held by Wendover Project, LLC ("Wendover"), shall be reduced by \$3 million to \$12 million, which reflects a withdrawal of the credit given to Zandian for the delivery of the Damen Shipyard stock. Sadri and Koroghli and ("Wendover") disavow any claim to that stock, and Zandian shall be free to pursue that stock from Pico Holdings;

2.1.3 The parties agree that only the Wendover's sale of +/- 32 acres to Peppermill Hotel & Casino is recognized, acknowledged and shall be given full force and effect;

2.1.4 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Wendover. In that regard, the Wendover operating agreement shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managers;

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07/01/2008
006 of 28

between and amongst them that exist as of the date of this Settlement Agreement and Mutual Release. This Agreement is intended as a full and complete compromise of the various disputes between the parties hereto and should serve as a complete resolution thereof.

2. TERMS OF AGREEMENT

The parties hereby agree to the following terms and agree to perform any and all acts necessary, including signing necessary documents, to implement the following agreements:

2.1 Wendover Project, LLC

2.1.1 The Wendover Operating Agreement dated December 26, 2003 and signed on December 28, 2003, shall remain in full force and effect except as set forth in this Settlement Agreement and Mutual Release;

2.1.2 The acquisition price of the property presently held by Wendover Project, LLC ("Wendover"), shall be reduced by \$3 million to \$12 million, which reflects a withdrawal of the credit given to Zandian for the delivery of the Damen Shipyard stock. Sadri and Koroghli and ("Wendover") disavow any claim to that stock, and Zandian shall be free to pursue that stock from Pico Holdings;

2.1.3 The parties agree that only the Wendover's sale of +/- 32 acres to Peppermill Hotel & Casino is recognized, acknowledged and shall be given full force and effect;

2.1.4 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Wendover. In that regard, the Wendover operating agreement shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managers;

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067 of 28

2.1.5 Zandian, Sadri and Koroghli, as managing members, shall each receive one-third (1/3) of the six percent (6%) brokerage fee, which would otherwise be received by Network Realty for any future sales or lease from the Wendover, LLC, excluding the prior sale to Peppermill.

2.1.6 Zandian, Koroghli and Sadri are and will hereinafter be deemed the managing members of Wendover Project LLC, with the right for each to receive one-third (1/3) of fifty percent (50%) of the net profit received from the sale, lease or development of any Wendover Project, LLC property. The net profit shall be calculated as follows:

- a. First priority is the repayment of all members' interests on a pro-rata basis, without interest;
- b. Second priority is repayment of closing costs, property taxes and development expenses related to ("Wendover"), including brokerage commissions;
- c. This will yield the net profit, Fifty Percent (50%) of which shall be distributed to all members, pro-rata on the amount of their investment, and the remaining Fifty Percent (50%) shall be distributed to Zandian, Koroghli and Sadri equally, one-third (1/3) each.

2.1.7 Zandian, Koroghli and Sadri Agreed that since all of ("Wendover") Members benefited from the reduction of ("Wendover") property acquisition costs, all legal fees paid or to be paid related to defend the above Litigation specified in Recital 1.7 shall be paid by Wendover Project LLC to the defense attorneys.

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2.2 Big Springs Ranch, LLC

2.2.1 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Big Spring Ranch LLC. In that regard, Big Spring Ranch LLC operating agreement of December 26, 2003 and signed on December 28, 2003 shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managing members;

2.2.2 Proceeds from the sale, lease or other disposition of Big Springs Ranch property or assets shall be as follows:

- a. First priority is repayment of total purchase amount of Two Million Eight Hundred Thousand and 00/100 Cents (\$2,800,000) to be paid to contributors Sadri and Koroghli, Nine Hundred Thousand Dollars and 00/100 Cents (\$900,000) each without interest and other member, One Million Dollars and 00/100 Cents (\$1,000,000) without interest according to their initial investment;
- b. Second priority is to the payment of all property taxes, closing costs or development expenses related to Big Spring Ranch paid by Sadri and/or Koroghli, less any rent collected;
- c. The balance of any proceeds "net profit" shall be paid to Sadri and Zandian equally or Twenty-Six and Sixty Six percent 26.66% each; and to Koroghli Twenty Five Percent (25%); and to other member Twenty Percent (20%) per Unanimous Agreement of all three Managing Members

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2.2 Big Springs Ranch, LLC

2.2.1 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Big Spring Ranch LLC. In that regard, Big Spring Ranch LLC operating agreement of December 26, 2003 and signed on December 28, 2003 shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managing members;

2.2.2 Proceeds from the sale, lease or other disposition of Big Springs Ranch property or assets shall be as follows:

- a. First priority is repayment of total purchase amount of Two Million Eight Hundred Thousand and 00/100 Cents (\$2,800,000) to be paid to contributors Sadri and Koroghli, Nine Hundred Thousand Dollars and 00/100 Cents (\$900,000) each without interest and other member, One Million Dollars and 00/100 Cents (\$1,000,000) without interest according to their initial investment;
- b. Second priority is to the payment of all property taxes, closing costs or development expenses related to Big Spring Ranch paid by Sadri and/or Koroghli, less any rent collected;
- c. The balance of any proceeds "net profit" shall be paid to Sadri and Zandian equally or Twenty-Six and Sixty Six percent 26.66% each; and to Koroghli Twenty Five Percent (25%); and to other member Twenty Percent (20%) per Unanimous Agreement of all three Managing Members

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2.2 Big Springs Ranch, LLC

2.2.1 Zandian, Sadri and Koroghli are and hereinafter shall be the managing members of Big Spring Ranch LLC. In that regard, Big Spring Ranch LLC operating agreement of December 26, 2003 and signed on December 28, 2003 shall be amended to require that any decision shall be made with advance written notice being given to all three managing members and a vote of two out of the three managing members being binding, each managing member shall have equal voting power. Any amendment to the Operating Agreement shall require a unanimous vote of all three managing members;

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- b. Second priority is to the payment of all property taxes, closing costs or development expenses related to Big Spring Ranch paid by Sadri and/or Koroghli, less any rent collected;
- c. The balance of any proceeds "net profit" shall be paid to Sadri and Zandian equally or Twenty-Six and Sixty Six percent 26.66% each; and to Koroghli Twenty Five Percent (25%); and to other member Twenty Percent (20%) per Unanimous Agreement of all three Managing Members

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07/21/2008
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signed and agreed with other member dated December 28, 2003 (Mr. Abrishami 20%, Mr. Sadri 26.666%, Mr. Zandian 26.666% and Mr. Koroghli 26.666%) further personal concession of Mr. Koroghli to other member One and Sixty Six Percent (1.66%) which brings the members interest to Twenty One and Sixty Six Percent (21.66%).

2.3 The Sparks 320 acres

2.3.1 320 acres of the property presently in Big Springs Ranch, LLC, APN 076-100-19 Washoe County shall be transferred to Zandian, Sadri and Koroghli as tenants in common in equal shares Thirty Three and One Third (33.33%) each;

2.3.2 The proceeds from the sale, lease or other disposition of the Sparks 320 acres shall be as follows:

1. First priority is to repayment of the initial investment of Forty Seven Thousand Five Hundred Dollars and 00/100 Cents (\$47,500) each to Koroghli and Sadri, without interest;
2. Second priority shall be to payment of property taxes, closing costs or any development expenses related to 320 acres paid by Sadri and/or Koroghli without interest;
3. The remaining proceeds shall be distributed equally one-third (1/3) each to Zandian, Koroghli and Sadri.

2.4 The Pah Rah Property

2.4.1 The property generally known to the parties as the Pah Rah Property, consisting of 4,485.76 acres in Washoe County with APN Nos. 079-150-09; 079-150-10; 079-150-13;

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084-040-02; 084-040-04; 084-040-06; 084-040-10; 084-130-07 and 084-140-17 is and shall remain owned by Zandian, Sadri and Koroghli equally as tenants in common.

2.4.2 On or before August 6, 2008, Koroghli shall pay Sadri the amount of Four Hundred Thousand Dollars and 00/100 Cents (\$400,000.00).

2.4.3 The proceeds from any sale of the Pah Rah Property shall be as follows:

- a. First priority is to pay Six Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and 67/100 Cents (\$666,666.67) to Sadri without interest and Three Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars and 33/100 Cents (\$333,333.33) paid to Koroghli without interest;
- b. Second priority is repayment of any property taxes, closing costs, development costs or expenses (excluding foreclosure costs) paid by Sadri and/or Koroghli or to be paid by mutual unanimous agreement without interest;
- c. The remaining proceeds shall be distributed Thirty Two and One Half Percent (32.5%) to Zandian, Thirty Five Percent (35%) to Sadri and Thirty Two and One Half Percent (32.5%) to Koroghli.

2.4.4 The Promissory Note of August 3, 2003, in the amount of +/- \$333,956 by Zandian to Sadri and related deed of trust shall be and is hereby cancelled, void and satisfied in full.

2.5 The bond of \$250,000.00 posted by ("Wendover") in the Litigation shall be released and that amount paid to Zandian's attorney John Peter Lee, Ltd. on or before June 24, 2008 as full and complete satisfaction of the judgment and all legal costs owed by Zandian to John Peter Lee, Ltd. in all cases. Zandian shall therefore record a satisfaction of judgment.

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013 of 26

2.6 Zandian has recorded a lis pendens against all properties identified in this Settlement Agreement and shall file a release of lis pendens against all said properties.

2.7 Zandian shall dismiss the Litigation with prejudice.

2.8 Sadri and Koroghli shall within 30 days of this Agreement but not later than July 31, 2008 provide to Zandian the following documentation relating to Wendover Project, LLC and Big Springs Ranch, LLC:

1. Profit, loss and balance sheet after May, 2004 to present;
2. Any written contracts for each under which any asset of the LLC is subject to sale or encumbrance;
3. Records reflecting all income and disbursements from any bank, including Bank of America and/or First National Bank, including the proceeds of the Peppermill sale and rent or lease payments;
4. An acknowledgement by Sadri and Koroghli that each of the aforementioned documents is true and correct of what it purports to be;
5. all records to be provided above shall be given to each individual party to this Agreement and shall be reviewed by each of them and must be approved, confirmed and accepted by majority of two of three Managing Members parties hereto;
6. Sadri and Koroghli shall amend the list of Members and must file the new list with Secretary of State and introduce Zandian's name and shall introduce Zandian's signature to the Banks.

2.9 Subject to the obligations set forth in this Settlement Agreement and Mutual Release, Sadri, Koroghli and Zandian hereby release each other, their past and present

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employees, agents, insurers, attorneys, corporations and any other representatives from any and all claims, demands, debts, liabilities, damages, causes of action of whatever kind or nature, which are known or unknown as of the date of this Settlement Agreement and Mutual Release.

3. ATTORNEYS= FEES

If any legal action or other proceeding is brought by any of the parties hereto to enforce this Settlement Agreement or to recover damages or equitable relief for a breach or threatened breach thereof, the prevailing party shall recover its costs, expert witness fees, consulting fees and reasonable attorneys= fees incurred in such action or proceeding, which amount shall be determined by the Court and not a jury.

4. ENTIRE AGREEMENT

All prior or contemporaneous understandings or agreements between the parties are merged into this Settlement Agreement, and it alone expresses the agreement of the parties. This Settlement Agreement may be modified only in writing, signed by all the parties hereto, and no term or provision may be waived except by such writing. There are no other agreements or representations, express or implied, either oral or in writing, between the parties concerning the subject matter of this Settlement Agreement, except as specifically set forth in this Settlement Agreement. The parties have been represented by counsel in connection with the preparation of this Settlement Agreement.

5. APPLICABLE LAW

This Settlement Agreement was drafted through the joint efforts of the parties through counsel, and shall not be read for or against any party to this Agreement on that account. This Settlement Agreement is intended to be enforced according to its written terms under the laws of the State of Nevada. There are no promises, or agreements or expectations of the parties unless otherwise

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07/31/2008
016 of 20

stated in this Settlement Agreement. Venue for any action should be exclusively in the State of Nevada and Nevada Eighth Judicial District, Clark County Nevada.

When fully executed, this Agreement, by stipulation shall be presented to the District Court, Clark County, Nevada which entered a judgment in this matter described in this Agreement. The Stipulation shall request that the court approve the terms and conditions of this Agreement and order the parties to comply with the terms and provisions thereof, and in order to do so retain jurisdiction over the cause and the parties in Case No. A511131 entitled Zandian et al. v. Sadri & Koroghli, et al.

6. BENEFIT

This Settlement Agreement shall be binding upon and inure to the benefit of the parties, and each of them, their successors, assigns, personal representatives, agents, employees, directors, officers and servants; Sadri and Koroghli Agreed that Zandian may transfer his rights to his own family trust.

7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and each counterpart executed by any of the undersigned together with all other counterparts so executed shall constitute a single instrument and agreement of the undersigned. Facsimile copies hereof and facsimile signatures hereon shall have the same force and effect as originals.

8. MUTUAL WARRANTIES

Each party to this Settlement Agreement warrants and represents to the other that they have not assigned or transferred to any person not a party hereto any claim or other released matter, or any part or portion thereof, and that each party has the authority to sign this Settlement

RK.

(3)

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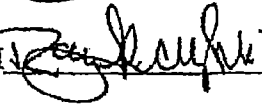

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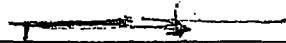
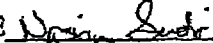
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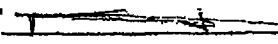
Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on the day and year first written above.


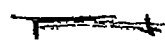
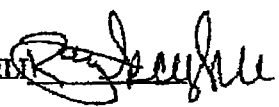
REZA ZANDIAN  WIFE 

RAY KOROGHLI  WIFE 

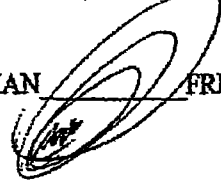
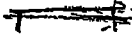
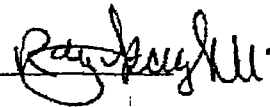
FRED SADRI  WIFE 

STAR LIVING TRUST  "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

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Handwritten initials/signature



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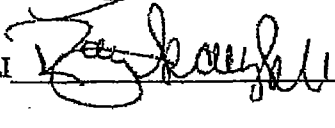
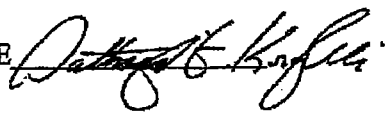
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Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

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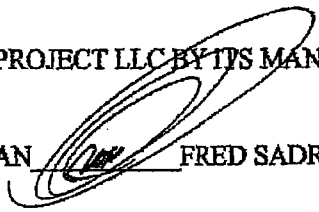
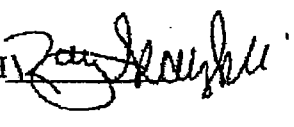
REZA ZANDIAN  WIFE _____

RAY KOROGHLI  WIFE 

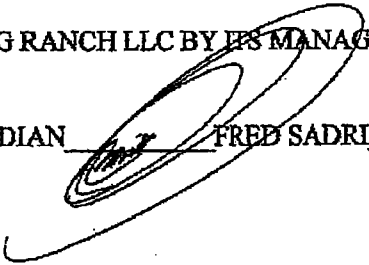
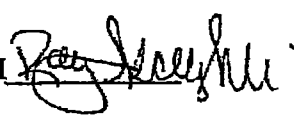
FRED SADRI _____ WIFE _____

STAR LIVING TRUST _____ "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI _____ RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI _____ RAY KOROGHLI 

R.K



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07/31/2008
010 of 20

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NEVADA LAND & WATER RIGHTS LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN

FRED SADRI

RAY KOROGHLI

JOHN PETER LEE ESQ

only as to the provisions of Paragraph 2.5 above

③

1 2008 JUN 17 10:00 AM

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7/21/2008
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NOTICES

Pursuant to this Settlement Agreement dated June 17, 2008, all notices are to be sent to the following mailing addresses via certified mail:


To: Mr. Fred Sadri & Star Living Trust
2827 South Monte Cristo Way
Las Vegas, NV 89117

To: Mr. Reza Zandian
8775 Coasta Verde Blvd., No. 501
San Diego, CA 92122

To: Mr. Ray Koroghli
3055 Via Sarafina Drive
Henderson, NV 89052

ACKNOWLEDGED BY:

FRED SADRI



Date

6/19/08

REZA ZANDIAN

Date



RAY KOROGHLI

Date

6-19-08



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07/31/2008
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NOTICES

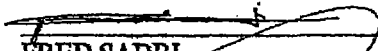
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To: Mr. Reza Zandian
8775 Coasta Verde Blvd., No. 501
San Diego, CA 92122

To: Mr. Ray Koroghli
3055 Via Sarafina Drive
Henderson, NV 89052

ACKNOWLEDGED BY:



FRED SADRI

JUNE 24 2008
Date



REZA ZANDIAN

6/19/08
Date



RAY KOROGHLI

6-19-08
Date

Exhibit 5

Exhibit 5

Fronteer Development v. Big Spring Ranch; et al

Condensed Transcript of the Deposition of

Reza Zandian

June 23, 2010

Peggy Hoogs & Associates
435 Marsh Ave.
Reno, NV 89509
(775) 327-4460
Fax: (775) 327-4450
E-mail: depos@hoogsreporting.com
www.hoogsreporting.com

Wednesday, June 23, 2010

Page 1

Case No. CV-C-10-191
Dept. No. 2

FOURTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF ELKO

FRONTIER DEVELOPMENT (USA)
INC.,

Plaintiff,

vs.
BIG SPRING RANCH, LLC, STAR
LIVING TRUST; FARIBORZ FRED
SADRI, as Trustee of STAR
LIVING TRUST; FARIBORZ FRED
SADRI, an individual; ELIAS
ABRISHAMI; RAY KOROGHLI;
GHOLAMREZA ZANDIAN JAZI, aka
REZA ZANDIAN; JERRY GOODWIN;
BLACK STONE MINERALS COMPANY,
L.P.; DDIE VALLEY CATTLE,
LLC; and all other persons
unknown claiming any right,
title, estate, lien or
interest in the real property
described in the complaint,
Defendants,
AND RELATED ACTION.

VIDEOTAPED (30)(6)(6) DEPOSITION OF BIG SPRING RANCH, LLC
REZA ZANDIAN
Wednesday, June 23, 2010
Reno, Nevada

Reported By: PEGGY B. HOOGS, CCR #160, RDR, CRR
CALIFORNIA CSR #5958

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Page 2

1 -o-o- APPEARANCES -o-o-

2

3 FOR THE PLAINTIFF/COUNTERDEFENDANTS:

4 LIONEL, SAWYER & COLLINS
By: LAURA K. GRANIER, ESQ.
5 50 West Liberty Street, 11th Floor
Reno, Nevada 89501

6

7 FOR THE DEFENDANTS FARIBORZ FRED SADRI, an individual;
8 ELIAS ABRISHAMI; RAY KOROGHLI; GHOLAMREZA ZANDIAN JAZI,
aka REZA ZANDIAN; BLACK STONE MINERALS COMPANY, L.P.;
9 DDIE VALLEY CATTLE, LLC and DEFENDANTS/COUNTERCLAIMANTS
BIG SPRING RANCH, LLC, STAR LIVING TRUST; FARIBORZ FRED
10 SADRI, as Trustee of STAR LIVING TRUST;
11 LAW OFFICES OF KERMIT L. WATERS
By: JAMES J. LEAVITT, ESQ.
12 704 South Ninth Street
Las Vegas, Nevada 89101

13

14 FOR THE DEFENDANT JERRY GOODWIN:
15 PRESENT TELEPHONICALLY
16 HILL, JOHNSON & SCHMITZ
By: J. BRYAN QUESENBERRY
17 4844 North 300 West, Suite 300
Provo, Utah, 84604

18

19 VIDEOPHOTOGRAPHER:
20 JEFF WALDIE

21

22

23

24

25

Page 4

1 CHANGES OR CORRECTIONS BY WITNESS

2

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Wednesday, June 23, 2010

Page 5

1 BE IT REMEMBERED, that on Wednesday, the 23rd
 2 of June, 2010, at 9:03 a.m., at the offices of Lionel,
 3 Sawyer & Collins, 50 West Liberty Street, 11th Floor,
 4 Reno, Nevada, before me, PEGGY B. HOOGS, a Certified
 5 Court Reporter, personally appeared REZA ZANDIAN.
 6 -oOo-

7 THE VIDEOGRAPHER: Good morning. We are
 8 going on the record at approximately 9:03 a.m. Today is
 9 June 22, 2010. This is Tape No. 1 of the video-recorded
 10 deposition of the PMK of Big Spring Ranch, Reza Zandian,
 11 taken by the plaintiff in the matter of Fronteer
 12 Development (USA), Incorporated vs. Big Spring Ranch,
 13 LLC, et al., filed in the Fourth Judicial District Court
 14 of the State of Nevada in and for the County of Elko.
 15 This is Case No. CV-C-10-191.
 16 The deposition is being held at the offices
 17 of Lionel, Sawyer & Collins of Reno, Nevada. The court
 18 reporter today is Peggy Hoogs. She is representing Peggy
 19 Hoogs & Associates. My name is Jeff Waldie, Certified
 20 Court Video Specialist, of the firm Sierra Legal Video,
 21 P.O. Box 18312, South Lake Tahoe, California, 96151.
 22 And will counsel and all present please
 23 identify themselves and who they represent for the
 24 record.
 25 MS. GRANIER: Laura Granier with Lionel,
 Sawyer & Collins on behalf of Fronteer Development (USA),

Page 7

1 THE REPORTER: California Driver's License
 2 No. 0 -- excuse me -- B5739445, and the name on the
 3 driver's license is Gholam, G-h-o-l-a-m, Reza, R-e-z-a,
 4 and I will spell the last name, Z-a-n-d-i-a-n J-a-z-i.
 5 MR. LEAVITT: If he doesn't want to provide a
 6 copy of it, I'm not sure he has to. The court reporter
 7 needs it for identification purposes.
 8 MS. GRANIER: So you're refusing to allow us
 9 to make a photocopy for the record?
 10 THE WITNESS: Yes.
 11 MS. GRANIER: Okay. And as his counsel,
 12 Mr. Leavitt, what's your position on that?
 13 MR. LEAVITT: It's -- he believes it's a
 14 private document. If he doesn't want to produce it at
 15 this time, he doesn't have to. I guess if you want to do
 16 a motion to compel, you can do a motion to compel for a
 17 copy of his driver's license.
 18 MS. GRANIER: Okay. Would you please state
 19 your full name for the record.
 20 Oh, I'm sorry. Did you swear him?
 21 THE REPORTER: No, I did not.
 22 ////
 23 ////
 24 ////
 25 ////

Page 6

1 Inc.
 2 MR. LEAVITT: J. J. Leavitt from the Law
 3 Offices of Kermit L. Waters on behalf of BSR, LLC and
 4 the individuals in the case on the public use issue.
 5 MR. QUESENBERRY: And this is Bryan
 6 Quesenberry appearing telephonically on behalf of Jerry
 7 Goodwin, and I've got an application to appear pro hac
 8 vice that is pending.
 9 MS. GRANIER: And Mr. Leavitt has confirmed
 10 that no one from Mr. Lee's office will be appearing for
 11 the deposition today.
 12 MR. LEAVITT: That's correct.
 13 THE COURT: And the court reporter will now
 14 swear in the witness.
 15 THE REPORTER: Mr. Zandian, I need to see an
 16 identification from you before I swear you in, driver's
 17 license or --
 18 MS. GRANIER: Can we make a photocopy of that
 19 for the record.
 20 THE WITNESS: No, I object to that. That's a
 21 private document and has nothing to do with this case.
 22 MS. GRANIER: Mr. Leavitt.
 23 MR. LEAVITT: What is it?
 24 MS. GRANIER: It's his driver's license,
 25 California driver's license.

Page 8

1 REZA ZANDIAN,
 2 having been first duly sworn by the court reporter,
 3 was examined and testified as follows:
 4
 5 EXAMINATION
 6 BY MS. GRANIER:
 7 Q Would you please state and spell your full
 8 legal name for the record.
 9 A Yeah. My full name is Gholamreza Zandian
 10 Jazi, and she already saw that on the document.
 11 Q The court reporter's spelling that she read
 12 from your driver's license was correct?
 13 A I believe so.
 14 Q Just for the record, so we make sure we have
 15 it correct, would you spell it for us, please.
 16 A Yes. It's G-h-o-l-a-m-r-e-z-a Z-a-n-d-i-a-n
 17 J-a-z-i.
 18 Q Mr. Zandian, what's your home address?
 19 A That's private information, and I refuse to
 20 answer that.
 21 Q Mr. Zandian, I'm entitled to that information
 22 in case, for example, I have to serve you with a subpoena
 23 in this case.
 24 A I refuse to give you my home address because
 25 this is irrelevant to the case of Big Spring Ranch. I've

Peggy Hoogs & Associates
(775) 327-4460

2 (Pages 5 to 8)



24th
Missouri

Page 9

1 been identified by the case without no reason.
 2 MR. LEAVITT: How about if we just do this:
 3 We'll accept any subpoenas on behalf --
 4 Is it all right if our office accepts
 5 subpoenas on behalf of you, Mr. Zandian?
 6 THE WITNESS: Yes.
 7 MR. LEAVITT: Related to this litigation, of
 8 course.
 9 MS. GRANIER: So you will accept personal
 10 service on behalf of Mr. Zandian related to this
 11 litigation, Mr. Leavitt?
 12 MR. LEAVITT: Exactly.
 13 BY MS. GRANIER:
 14 Q Why don't you want to give us your home
 15 address, Mr. Zandian?
 16 A Because that -- I believe the whole process,
 17 you know, is an abuse of process, and as a private
 18 person, I do not want to give my private information to
 19 you. I will give you whatever is related to the Big
 20 Spring Ranch.
 21 Q Okay. What do you think is an abuse of
 22 process?
 23 A I think that naming me in the litigation is
 24 by itself an abuse of process.
 25 Q And why is that?

Page 10

1 A Because I am a member of LLC and my interest
 2 is through the LLC, so as a private person, you have no
 3 reason to name me in the litigation, so I believe that
 4 this is an abuse of process.
 5 Q Okay. Do you currently reside in San Diego?
 6 A I will not answer to that question.
 7 Q Are you currently a resident of the State of
 8 Nevada?
 9 A I will not answer to that question.
 10 MS. GRANIER: And, Mr. Leavitt, are you
 11 instructing him not to answer? You know the rules of the
 12 deposition. They're required to answer unless it's
 13 privileged or --
 14 MR. LEAVITT: Yeah, they're -- you can answer
 15 where you are a resident of. I don't think that's -- are
 16 you a resident of the state of California?
 17 THE WITNESS: Currently I am resident of the
 18 state of California, yeah.
 19 MR. LEAVITT: Okay. There.
 20 BY MS. GRANIER:
 21 Q And so that means you live in the state of
 22 California?
 23 A I live in the state of California.
 24 Q In San Diego?
 25 A I live somewhere in the state of California.

Page 11

1 That's the only thing that I can tell you. This is
 2 privileged information. I don't have to tell you.
 3 MR. LEAVITT: Since I'm accepting service on
 4 his behalf, I don't think it's relevant where he lives at
 5 anyway as long as he's a resident of the state of
 6 California. This is an in rem action, it's an action
 7 against the property that, frankly, has nothing to do
 8 with Mr. Zandian. Where he lives, I think, is irrelevant
 9 to the case other than you need to be able to serve him,
 10 I recognize that. Since I've agreed to accept service on
 11 his behalf, I think that's sufficient.
 12 MS. GRANIER: Okay. I think, Mr. Leavitt,
 13 you know the rules of depositions, that I'm entitled to
 14 this kind of background information, so just for the
 15 record --
 16 MR. LEAVITT: I don't have a problem. Are
 17 you a resident -- do you live in San Diego?
 18 Is that going to be sufficient as far as
 19 where he lives if he just tells you he lives, if he
 20 just --
 21 MS. GRANIER: It's a start. I'm not going to
 22 limit my questions.
 23 MR. LEAVITT: But you live in San Diego; is
 24 that right?
 25 THE WITNESS: I am -- I told you the reason

Page 12

1 that I don't want to answer to. I will answer anything
 2 which is relevant to the Big Spring Ranch.
 3 MR. QUESENBERRY: You know, this would be a
 4 good time for me to chime in here, and maybe Mr. Leavitt
 5 wants to take a break to talk to his client, but the only
 6 basis, Mr. Zandian, that you have to refuse to answer is
 7 privilege or confidential, and the standard is not
 8 relevancy, it's much broader than that. So I suspect
 9 that if we got the judge involved here -- he's not very
 10 pleased so far with this case -- I don't think he takes a
 11 liking to this general refusal to answer the questions
 12 because you feel it's irrelevant.
 13 So maybe we could take a little break. That
 14 would be my recommendation. You can keep going if you
 15 wish, but we're going to take this in front of the judge
 16 with where this is going, and I don't think that's going
 17 to be very good for you, Mr. Zandian.
 18 MR. LEAVITT: Tell us what city you live in.
 19 Just tell us what city you live in.
 20 THE WITNESS: No, because that is -- that is
 21 beginning of a series of questions which are going to be
 22 irrelevant and --
 23 MR. LEAVITT: Here's the standard: The
 24 standard is not -- the standard is if it's reasonably
 25 calculated to lead to discovery of admissible evidence,

Page 13

1 so is the place he lives at reasonably calculated to lead
 2 to discoverable evidence in this case? Is it relevant to
 3 the value of the property? Is it relevant to public use?
 4 I think Mr. Reza does have an argument that it's not
 5 going to lead to anything.
 6 Just give us a couple minutes.
 7 MS. GRANIER: Sure. Let's go off the record
 8 for a brief break.
 9 THE VIDEOGRAPHER: We're off the record at
 10 approximately 9:13 a.m.
 11 (A recess was taken.)
 12 THE VIDEOGRAPHER: We're back on the record
 13 at approximately 9:14 a.m.
 14 BY MS. GRANIER:
 15 Q Mr. Zandian, after a brief break on the
 16 record, are you still refusing to answer just my very
 17 standard background questions?
 18 A As an accommodation for our attorney, I am
 19 living in San Diego.
 20 Q I'm sorry?
 21 A I am living in San Diego.
 22 Q You live in San Diego. How long have you
 23 lived in San Diego?
 24 A For seven years now.
 25 Q At what address?

Page 14

1 A That is, again, privileged information.
 2 Q It's actually not privileged information,
 3 Mr. Zandian, so if you would please respond to the
 4 question.
 5 A You know, I think you have to ask the judge
 6 to compel if you want me to answer that. I'm just
 7 refusing to give you answer.
 8 MS. GRANIER: Okay. Mr. Leavitt, as his
 9 counsel today --
 10 MR. LEAVITT: Why don't we do it this way,
 11 Laura. You want his address for whatever reason. Why
 12 don't you go through your background questions, and
 13 during the break I'll talk to Mr. Zandian, and hopefully
 14 I'll be able to give you his address.
 15 MS. GRANIER: Okay. I appreciate that.
 16 BY MS. GRANIER:
 17 Q Are you currently employed?
 18 A I am self-employed.
 19 Q Okay. Self-employed. Do you have a company
 20 that you're self-employed through?
 21 A I have a few companies, yeah.
 22 Q What are the names of those companies?
 23 A Those are private and privileged information.
 24 If anything is related to the Big Spring Ranch, I will
 25 respond.

Page 15

1 MS. GRANIER: Mr. Leavitt.
 2 BY MS. GRANIER:
 3 Q Mr. Zandian, I'll leave it to your counsel to
 4 advise you. This information is general background
 5 information, it's very standard. I take it from -- I
 6 have never had a deponent refuse to answer these kinds of
 7 very general background information. I'm entitled to it
 8 under the law. I'm not asking you anything
 9 inappropriate, and your counsel is here to object if I
 10 do.
 11 So for the record, Mr. Leavitt, what's your
 12 position on this?
 13 MR. LEAVITT: She's -- she gets to know your
 14 background information, Reza, as far as we've designated
 15 you -- now, let me just put this on the record.
 16 We believe that Mr. Zandian was wrongfully
 17 named in this lawsuit, so him appearing personally in
 18 this lawsuit, we think, is improper, but insofar as he is
 19 appearing here on behalf of the Big Spring Ranch, as the
 20 person most knowledgeable on behalf of Big Spring Ranch,
 21 I do believe you're entitled to some of his background
 22 information as the person most knowledgeable for Big
 23 Spring Ranch as long as we don't get into too much
 24 personal information or privileged information.
 25 Are these public entities that you -- when I

Page 16

1 say -- could I go on the Internet and find out these LLCs
 2 that you belong to?
 3 THE WITNESS: You can -- you have them on
 4 Secretary of State of Nevada, yeah.
 5 MR. LEAVITT: So, therefore, it's not
 6 privileged information, so she can know about it. Go
 7 ahead. She wants to know what entities you own, that
 8 you're a part of.
 9 THE WITNESS: Big Spring Ranch.
 10 BY MS. GRANIER:
 11 Q Big Spring Ranch, LLC?
 12 A Yes.
 13 Q What else?
 14 A I -- there are many. You can review them
 15 with the Secretary of State of Nevada.
 16 MR. LEAVITT: The ones that you recall,
 17 Mr. Zandian, as you sit here today, why don't we give her
 18 the ones you recall, and then Miss Granier can go find
 19 the other ones.
 20 THE WITNESS: Wendover Project, LLC.
 21 BY MS. GRANIER:
 22 Q Wendover Project, LLC?
 23 A Yeah. And Nevada Land & Water Resources,
 24 LLC; Gold Canyon, LLC --
 25 MR. LEAVITT: What was that fourth one?

