

1 Case No.: 09 OC 00579 1B

2 Dept. No.: I

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2009 DEC 11 PM 4:07

BY *[Signature]*
DEPUTY

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6 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
7 **IN AND FOR CARSON CITY**

8
9 JED MARGOLIN, an individual,

10 Plaintiff,

11 vs.

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

23 Defendants.

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25
26 **COMPLAINT**

(Exemption From Arbitration Requested)

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

The Parties

1. Plaintiff Mr. Margolin is an individual residing in Storey County, Nevada.
2. On information and belief, Defendant Optima Technology Corporation is a

1 California corporation with its principal place of business in Irvine, California.

2 3. On information and belief, Defendant Optima Technology Corporation is a
3 Nevada corporation with its principal place of business in Las Vegas, Nevada.

4 4. On information and belief, Defendant Reza Zandian, aka Golanreza Zandianjazi,
5 aka Golanreza Zandianjazi, aka Gholam Reza Zandian, aka Reza Jazi, aka J. Reza Jazi, aka G.
6 Reza Jazi, aka Ghononreza Zandian Jazi (collectively "Zandian"), is an individual who at all
7 relevant times resided in San Diego, California or Las Vegas, Nevada.

8 5. On information and belief, Defendant Optima Technology Corporation, the
9 Nevada corporation ("OTC—Nevada") is a wholly owned subsidiary of Optima Technology
10 Corporation, the California corporation ("OTC—California"), and Defendant Zandian at all
11 relevant times served as officers of the OTC—California and OTC—Nevada.

12 6. Mr. Margolin believes, and therefore alleges, that at all times herein mentioned,
13 each of the Defendants was the agent, servant or employee of each of the other Defendant and at
14 all times was acting within the course and scope of said agency and/or employment and that each
15 Defendant is liable to Mr. Margolin for the reasons and the facts herein alleged. Relief is sought
16 herein against each and all of the Defendants jointly and severally, as well as its or their agents,
17 assistants, successors, employees and all persons acting in concert or cooperation with them or at
18 their direction. Mr. Margolin will amend his Complaint when such additional persons acting in
19 concert or cooperation are ascertained.

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22 **Jurisdiction and Venue**

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24 7. Pursuant to the Nevada Constitution, Article 6, Section 6, the district courts of the
25 State of Nevada have original jurisdiction in all cases excluded by law from the original
26 jurisdiction of the justice courts. This case involves tort claims in an amount in excess of the
27 jurisdictional limitation of the justice courts and, accordingly, jurisdiction is proper in the district
28 court.

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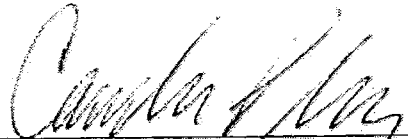
WHEREFORE, Plaintiff Jed Margolin, prays for judgment against the Defendants as follows:

1. That Plaintiff be awarded damages for Defendants' tortious conduct;
2. That Plaintiff be awarded damages for Defendants' unjust enrichment;
3. That Plaintiff be awarded damages for Defendants' commission of unfair and deceptive trade practices, in an amount to be proven at trial, with said damages being trebled pursuant to NRS 598.0999;
4. That Plaintiff be awarded actual, consequential, future, and punitive damages of whatever type or nature;
5. That the Court award all such further relief that it deems just and proper.

AFFIRMATION

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

DATED: December 10, 2009

WATSON ROUNDS

Matthew D. Francis (6978)
Cassandra P. Joseph (9845)
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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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS)
CORPORATION,

Plaintiff,

vs.

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

Defendants.

OPTIMA TECHNOLOGY INC. a/k/a)
OPTIMA TECHNOLOGY GROUP, INC.,)
a corporation,

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS)
CORPORATION, an Arizona corporation,)

Counterdefendant,

OPTIMA TECHNOLOGY INC. a/k/a)
OPTIMA TECHNOLOGY GROUP, INC.,)

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY)
CORPORATION,

Cross-Defendant.

No. CV 07-588-TUC-RCC

ORDER

1 This Court, having considered the Defendants' Application for Entry of Default
2 Judgment against Cross-Defendant Optima Technology Corporation, finds no just reason to
3 delay entry of final judgment.

4 Therefore, IT IS HEREBY ORDERED:

5 Final Judgment is entered against Cross-Defendants Optima Technology Corporation,
6 a California corporation, and Optima Technology Corporation, a Nevada corporation, as
7 follows:

8 1. Optima Technology Corporation has no interest in U.S. Patents Nos. 5,566,073 and
9 5,904,724 ("the Patents") or the Durable Power of Attorney from Jed Margolin dated July
10 20, 2004 ("the Power of Attorney");

11 2. The Assignment Optima Technology Corporation filed with the USPTO is forged,
12 invalid, void, of no force and effect, and is hereby struck from the records of the USPTO;

13 3. The USPTO is to correct its records with respect to any claim by Optima
14 Technology Corporation to the Patents and/or the Power of Attorney; and

15 4. OTC is hereby enjoined from asserting further rights or interests in the Patents
16 and/or Power of Attorney; and

17 5. There is no just reason to delay entry of final judgment as to Optima Technology
18 Corporation under Federal Rule of Civil Procedure 54(b).

19 DATED this 18th day of August, 2008.

20
21
22 

23 Raner C. Collins
24 United States District Judge

ORIGINAL

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

REC'D & FILED ✓

2011 AUG 11 PM 4:05

ALAN GLOVER
BY CLERK
DEPUTY

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

10 JED MARGOLIN, an individual,
11 Plaintiff,

12 vs.

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

24 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

AMENDED COMPLAINT
(Exemption From Arbitration Requested)

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

25 The Parties

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

Facts

1
2 9. Plaintiff Mr. Margolin is the named inventor on numerous patents and patent
3 applications, including United States Patent No. 5,566,073 ("the '073 Patent"), United States
4 Patent No. 5,904,724 ("the '724 Patent"), United States Patent No. 5,978,488 ("the '488
5 Patent") and United States Patent No. 6,377,436 ("the '436 Patent") (collectively "the Patents").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 forth below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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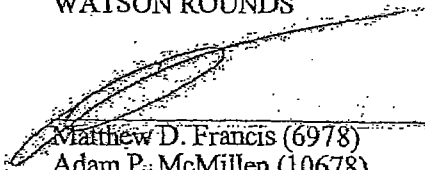
4. That Plaintiff be awarded actual, consequential, future, and punitive damages of whatever type or nature;
5. That the Court award all such further relief that it deems just and proper.

AFFIRMATION

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

DATED: August 11, 2011

WATSON ROUNDS



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

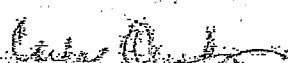
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CERTIFICATE OF SERVICE

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

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

Dated: August 11, 2011



Carla Ousby

ORIGINAL

REC'D & FILED ✓

No. 090C00579 1B

2011 NOV -7 PM 12:48

Dept No. 1

ALAN GLOVER
BY [Signature] CLERK
DEPUTY

In the First Judicial District Court of the State of Nevada
in and for Carson City

JED MARGOLIN, an individual,

Plaintiff,

v.

Add 1
SUMMONS on
Amended
Complaint

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

Defendants. /

THE STATE OF NEVADA SENDS GREETINGS TO: REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka CHONONREZA ZANDIAN JAZI

NOTICE! YOU HAVE BEEN SUED. THIS ACTION IS BROUGHT TO RECOVER DAMAGES AS A RESULT OF THE DEFENDANTS' FRAUDULENT ASSIGNMENT OF DOCUMENTS RELATING TO PATENT NO.'S 5,566,073, 5,904,724 AND 5,978,488 AS MORE FULLY STATED IN THE COMPLAINT. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT: A civil complaint or petition has been filed by the plaintiff(s) against you.

1. If you wish to defend this lawsuit, you must, within 20 days after this summons is served on you, exclusive of the day of service, file with the Clerk of the Court a written pleading in response to this Complaint.
2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the complaint*, which could result in the taking of money or property or the relief requested in the Complaint.
3. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. You are required to serve your response upon plaintiff's attorney, whose address is

Matthew D. Francis
Adam McMillen
Watson Rounds
5371 Kietzke Lane
Reno, Nevada 89511

ALAN GLOVER
Clerk of Court
By [Signature]
Deputy Clerk

Date October 11, 2011

*Note - When served by publication, insert a brief statement of the object of the action. See Rule 4.

RETURN OF SERVICE ON REVERSE SIDE

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

Stacey M. Lewis, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

WATSON ROUNDS 3983802WAT 7491351

was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 4 edition(s) of said newspaper issued from 10/07/2011 to 10/28/2011, on the following days:

- 10/07/2011
- 10/14/2011
- 10/21/2011
- 10/28/2011

NO. 09DC00579 1B DEPT. NO. 1
In the First Judicial District Court
of the State of Nevada
in and for Carson City

JED MARGOLIN, an Individual,
Plaintiff v. OPTIMA TECHNOLOGY
CORPORATION, a California
corporation, OPTIMA TECHNOLOGY
CORPORATION, a Nevada
corporation, REZA ZANDIAN aka
GOLAMREZA ZANDIANJAZI aka
GHOLAM REZA ZANDIAN aka REZA
JAZI aka J. REZA JAZI aka G. REZA
JAZI, an individual, DOE Companies
1-10, DOE Corporations 11-20, and
DOE Individuals 21-30, Defendants

Additional SUMMONS
ON AMENDED COMPLAINT

THE STATE OF NEVADA SENDS
GREETINGS TO: REZA ZANDIAN aka
GOLAMREZA ZANDIANJAZI aka
GHOLAM REZA ZANDIAN aka REZA
JAZI aka J. REZA JAZI aka G. REZA
JAZI aka CHONONREZA ZANDIAN
JAZI

NOTICE: YOU HAVE BEEN SUED. THIS
ACTION IS BROUGHT TO RECOVER
DAMAGES AS A RESULT OF THE
DEFENDANT'S FRAUDULENT ASSIGN-
MENT OF DOCUMENTS RELATING TO
RECENTLY ACQUIRED REAL ESTATE
PROPERTY. YOU ARE ADVISED THAT
YOUR FAILURE TO RESPOND TO THIS
SUMMONS WITHIN THE TIME PERIOD
SPECIFIED BELOW MAY RESULT IN
A JUDGMENT BEING ENTERED AGAINST
YOU.

UNLESS YOU RESPOND WITHIN 20
DAYS, READ THE INFORMATION
BELOW.

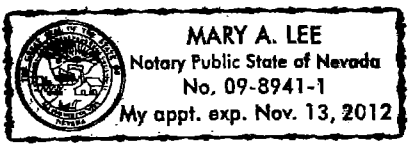
TO THE DEFENDANT: A Civil
Complaint has been filed by the
Plaintiff(s) against you.

1. If you wish to defend this lawsuit,
you must, within 20 days after this
Summons is served on you,
exclusive of the day of service, file
with the Clerk of the Court a written
pleading in response to this
Complaint. 2. Unless you respond, a
default will be entered upon
application of the Plaintiff(s) and
this Court may enter a judgment
against you for the relief demanded
in the complaint, which could
result in the taking of money or
property or other relief requested in
the Complaint. 3. If you wish to seek
the advice of an attorney in this
matter, you should do so promptly
so that your response may be filed
on time. 4. You are required to serve
your response upon the Plaintiff's
attorney, whose address is:
Matthew D. Francis
Adam McMillan
Watson Rounds, 5374 Kletzke Lane
Reno, Nevada 89511
Date August 11, 2011
ALAN COOPER, Clerk of Court
By C. Cooper, Deputy Clerk
PUB: October 7, 14, 21, 28, 2011
LV Review-Journal

Signed: Stacey M. Lewis

SUBSCRIBED AND SWORN BEFORE ME THIS, THE
28th day of October, 2011.

Mary A. Lee
Notary Public



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Publishers of

Reno Gazette-Journal

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Legal Ad Cost \$455.20

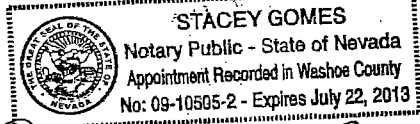
STATE OF NEVADA
COUNTY OF WASHOE

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper of general circulation published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: **09/16/2011 - 10/07/2011**, for exact publication dates please see last line of Proof of Publication below.

Signed:

Jeff Montemayor
OCT 07 2011

Subscribed and sworn to before me



Stacey Gomes

Proof of Publication

Additional SUMMONS on Amended Complaint IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR CARSON CITY No. 090C00579 1 B Dept No. 1 JED MARGOLIN, an individual, Plaintiff, v. OPTIMA TECHNOLOGY CORPORATION, a California corporation, OPTIMA TECHNOLOGY CORPORATION, a Nevada corporation, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZAN DIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka CHONONREZA ZANDIAN JAZI, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30, Defendants. THE STATE OF NEVADA SENDS GREETINGS TO: REZA ZAN DIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka CHONONREZA ZANDIAN JAZI NOTICE! YOU HAVE BEEN SUED. THIS ACTION IS BROUGHT TO RECOVER DAMAGES AS A RESULT OF THE DEFENDANTS' FRAUDULENT ASSIGNMENT OF DOCUMENTS RELATING TO PATENT NO.'S 5,566,073, 5,904,724 AND 5,978,488 AS MORE FULLY STATED IN THE COMPLAINT. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW. TO THE DEFENDANT: A civil complaint or petition has been

filed by the plaintiff(s) against you. 1. If you wish to defend this lawsuit, you must, within 20 days after this summons is served on you, exclusive of the day of service, file with the Clerk of the Court a written pleading in response to this Complaint. 2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the complaint, which could result in the taking of money or property or the relief requested in the Complaint. 3. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time. 4. You are required to serve your response upon plaintiffs attorney, whose address is: Matthew D. Francis Adam McMillen Watson Rounds 5371 Kietzke Lane Reno, Nevada 89511 /s/ALAN GLOVER Clerk of Court Date: August 11, 2011 No. 763515 Sept 16, 23, 30, Oct 7, 2011

**Additional SUMMONS on Amended Complaint
IN THE FIRST JUDICIAL DISTRICT COURT OF THE
STATE OF NEVADA
IN AND FOR CARSON CITY**

No. 090C00579 J B
Dept. No. 1

JED MARGOLIN, an individual,
Plaintiff,
v.
OPTIMA TECHNOLOGY CORPORATION, a California corporation, OPTIMA TECHNOLOGY CORPORATION, a Nevada corporation, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka CHONONREZA ZANDIAN JAZI, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30,
Defendants.

THE STATE OF NEVADA SENDS GREETINGS TO: REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka CHONONREZA ZANDIAN JAZI NOTICE! YOU HAVE BEEN SUED. THIS ACTION IS BROUGHT TO RECOVER DAMAGES AS A RESULT OF THE DEFENDANTS' FRAUDULENT ASSIGNMENT OF DOCUMENTS RELATING TO PATENT NO.'S 5,566,073, 5,904,724 AND 5,978,488 AS MORE FULLY STATED IN THE COMPLAINT. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

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3. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

4. You are required to serve your response upon plaintiffs attorney, whose address is:

Matthew D. Francis
Adam McMillen
Watson Rounds
5371 Kietzke Lane
Reno, Nevada 89511

/s/ALAN GLOVER
Clerk of Court
Date: August 11, 2011
No. 763515 Sept 16, 23, 30, Oct 7, 2011

P.O. Box 120191, San Diego, CA 92112-0191

AFFIDAVIT OF PUBLICATION

WATSON ROUNDS
5371 KIETZKE LANE
RENO, NV 89511

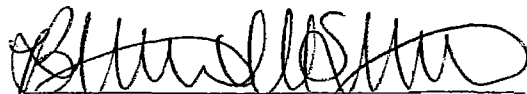
STATE OF CALIFORNIA } ss.
County of San Diego }

The Undersigned, declares under penalty of perjury under the laws of the State of California: That she is a resident of the County of San Diego. That she is and at all times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that she is not a party to, nor interested in the above entitled matter; that she is Chief Clerk for the publisher of

The San Diego Union-Tribune

a newspaper of general circulation, printed and published daily in the City of San Diego, County of San Diego, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the times herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the said City of San Diego, County of San Diego, for a period exceeding one year next preceding the date of publication of the notice hereinafter referred to, and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

Sep 23, 2011, Sep 30, 2011, Oct 7, 2011, Oct 14, 2011


Chief Clerk for the Publisher

10-14-2011
Date

Affidavit of Publication of

Legal Advertisement
Ad # 0010554103
ORDERED BY: CARLA OUSBY

JED MARGOLIN
an individual
Plaintiff

v.

OPTIMA
TECHNOLOGY
CORPORATION, a
California corporation,
OPTIMA
TECHNOLOGY
CORPORATION, a
Nevada corporation;
REZA ZANDIAN
aka GOLAMREZA
ZANDIANJAZI aka
GHOLAM REZA
ZANDIAN aka
REZA JAZI
aka J. REZA JAZI
aka G. REZA JAZI
aka CHONONREZA
ZANDIAN JAZI, an
individual, DOE
Companies 1-10,
DOE Corporations
11-20, and DOE Indi-
viduals 21-30
Defendants.

THE STATE OF
NEVADA SENDS
GREETINGS TO:
REZA ZANDIAN
aka GOLAMREZA
ZANDIANJAZI aka
GHOLAM REZA
ZANDIAN aka
REZA JAZI aka J.
REZA JAZI aka G.
REZA JAZI aka
CHONONREZA
ZANDIAN JAZI

NOTICE: YOU
HAVE BEEN
SUED. THIS AC-
TION IS BROUGHT
TO RECOVER
DAMAGES AS A
RESULT OF
THE DEFEND-
ANTS' FRAUDU-
LENT ASSIG-
NMENT OF DOC-
UMENTS RELATING
TO PATENT NO'S
5,964,073
5,964,724 AND
5,976,597 AS MORE
FULLY STATED IN
THE COMPLAINT.
THE COURT MAY
DECIDE
AGAINST YOU
WITHOUT YOUR
BEING HEARD UN-
LESS YOU RE-
SPOND WITHIN 20
DAYS. READ THE
INFORMATION
BELOW:

TO THE DEFEND-
ANT: A civil com-
plaint or petition has
been filed by the
plaintiff(s) against
you.
If you wish to de-
fend this lawsuit,
you must, within 20
days after this sum-
mons is served on
you, exclusive of the
day of service, file
with the Clerk of the
Court a written
pleading in response
to this Complaint.
2. Unless you re-
spond, a default will
be entered upon ap-
plication of the
plaintiff(s) and the
Court may enter a
judgment against
you for the relief de-
manded in the com-
plaint, which could
result in the taking
of money or prop-
erty or the relief re-
quested in the
Complaint.

3. If you wish to seek
the advice of an at-
torney in this mat-
ter, you should do so
promptly so that
your response may
be filed on time.

4. You are required
to serve your re-
sponse upon plain-
tiff's attorney, whose
address is:

Matthew D. Francis
Adam McMullen
Watson Rounds
5371 Kietzke Lane
Reno, Nevada 89511

ALAN GLOVER
Clerk of Court

By: E. Cooper,
Deputy Clerk

Date August 11, 2011

ORIGINAL

REC'D & FILED

No. 090C00579 1B

2011 NOV -7 PM 12:48

Dept No. 1

ALAN GLOVER
BY [Signature] CLERK
DEPUTY

In the First Judicial District Court of the State of Nevada
in and for Carson City

JED MARGOLIN, an individual,
Plaintiff,

v.

Add 1
SUMMONS on
Amended
Comp

OPTIMA TECHNOLOGY CORPORATION, a California corporation, OPTIMA TECHNOLOGY CORPORATION, a Nevada corporation, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI, aka G. REZA JAZI aka CHONONREZA ZANDIAN JAZI, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30,
Defendants.

THE STATE OF NEVADA SENDS GREETINGS TO: OPTIMA TECHNOLOGY CORPORATION, a California corporation

NOTICE! YOU HAVE BEEN SUED. THIS ACTION IS BROUGHT TO RECOVER DAMAGES AS A RESULT OF THE DEFENDANTS' FRAUDULENT ASSIGNMENT OF DOCUMENTS RELATING TO PATENT NO.'S 5,566,073, 5,904,724 AND 5,978,488 AS MORE FULLY STATED IN THE COMPLAINT. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT: A civil complaint or petition has been filed by the plaintiff(s) against you.

1. If you wish to defend this lawsuit, you must, within 20 days after this summons is served on you, exclusive of the day of service, file with the Clerk of the Court a written pleading in response to this Complaint.
2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the complaint*, which could result in the taking of money or property or the relief requested in the Complaint.
3. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. You are required to serve your response upon plaintiff's attorney, whose address is

Matthew D. Francis
Adam McMillen
Watson Rounds
5371 Kietzke Lane
Reno, Nevada 89511

ALAN GLOVER
Clerk of Court
By [Signature]
Deputy Clerk

Date August 11, 20 11.

*Note - When served by publication, insert a brief statement of the object of the action. See Rule 4.

RETURN OF SERVICE ON REVERSE SIDE

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

Stacey M. Lewis, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

WATSON ROUNDS 3983802WAT 7491280

was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 4 edition(s) of said newspaper issued from 10/07/2011 to 10/28/2011, on the following days:

- 10/07/2011
- 10/14/2011
- 10/21/2011
- 10/28/2011

NO. 09000579 1B DEPT. NO. 1
in the First Judicial District Court
of the State of Nevada
in and for Carson City

JED MARGOLIN, an individual,
Plaintiff v. OPTIMA TECHNOLOGY
CORPORATION, a California
corporation, OPTIMA TECHNOLOGY
CORPORATION, a Nevada
corporation, REZA ZANDIAN aka
GHOLAM REZA ZANDIANIAZI aka
REZA JAZI aka I REZA JAZI aka G. REZA
JAZI aka CHONGNREZA ZANDIAN
JAZI, an individual, DOE Companies
1-10, DOE Corporations 11-20, and
DOE Individuals 21-30, Defendants

Additional SUMMONS
ON AMENDED COMPLAINT

THE STATE OF NEVADA SENDS
GREETINGS TO OPTIMA
TECHNOLOGY CORPORATION,
a California corporation

NOTICE YOU HAVE BEEN SUED. THIS
ACTION IS BROUGHT TO RECOVER
DAMAGES AS A RESULT OF THE
DEFENDANTS' FRAUDULENT ASSIGN-
MENT OF DOCUMENTS RELATING TO
PATENT NO.'S 5,566,073, 5,904,724
AND 5,978,488 AS MORE FULLY
STATED IN THE COMPLAINT. THE
COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD
UNLESS YOU RESPOND WITHIN 20
DAYS. READ THE INFORMATION
BELOW.

TO THE DEFENDANT: A civil
Complaint has been filed by the
Plaintiff(s) against you.

1. If you wish to defend this lawsuit,
you must, within 20 days after this
Summons is served on you,
exclusive of the day of service, file
with the Clerk of the Court a written
pleading in response to this
Complaint. 2. Unless you respond, a
default will be entered upon
application of the Plaintiff(s) and
this Court may enter a judgment
against you for the relief demanded
in the complaint, which could
result in the taking of money or
property or other relief requested in
the Complaint. 3. If you wish to seek
the advice of an attorney in this
matter, you should do so promptly
so that your response may be filed
on time. 4. You are required to serve
your response upon plaintiff's
attorney, whose address is
Matthew D. Francis
Adam McMillen
Watson Rounds, 5371 Kletze Lane
Reno, Nevada 89511
Date August 11, 2011
ALAN GLOVER, Clerk of Court
By C. Cooper, Deputy Clerk
PUB: October 7, 14, 21, 28, 2011
LV Review Journal

Signed: Stacey M. Lewis

SUBSCRIBED AND SWORN BEFORE ME THIS, THE
28th day of October, 2011.

Mary Lee
Notary Public



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Publishers of
Reno Gazette-Journal
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RENO NV 89511-2083

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Ad# 1000763508
Legal Ad Cost \$442.24

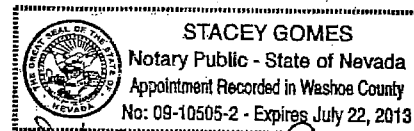
STATE OF NEVADA
COUNTY OF WASHOE

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper of general circulation published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: **09/16/2011 - 10/07/2011**, for exact publication dates please see last line of Proof of Publication below.

Subscribed and sworn to before me

Signed:

Jeff Montemayor
OCT 07 2011



Stacey Gomes

Proof of Publication

Add'l SUMMONS on Amended Comp In the First Judicial District Court of the State of Nevada in and for Carson City No. 090C00579 1 B Dept No. 1 JED MARGOLIN, an individual, Plaintiff, v. OPTIMA TECHNOLOGY CORPORATION, a California corporation, OPTIMA TECHNOLOGY CORPORATION, Nevada corporation, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZAN DIAN aka REZA JAZI aka J. REZA JAZI, aka G. REZA JAZI aka CHONONREZA ZANDIAN JAZI, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30, Defendants. THE STATE OF NEVADA SENDS GREETINGS TO: OPTIMA TECHNOLOGY CORPORATION, a California corporation NOTICE! YOU HAVE BEEN SUED. THIS ACTION IS BROUGHT TO RECOVER DAMAGES AS A RESULT OF THE DEFENDANTS' FRAUDULENT ASSIGNMENT OF DOCUMENTS RELATING TO PATENT NO.'S 5,566,073, 5,904,724 AND 5,978,488 AS MORE FULLY STATED IN THE COMPLAINT. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW. TO THE DEFENDANT: A civil complaint or petition has been filed by the plaintiff(s) against you. 1. If you wish to defend this lawsuit, you must, within 20 days after this summons is served on you, exclusive of the day of

service, file with the Clerk of the Court a written pleading in response to this Complaint. 2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the complaint, which could result in the taking of money or property or the relief requested in the Complaint. 3. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time. 4. You are required to serve your response upon plaintiff's attorney, whose address is: Matthew D. Francis Adam McMillen Watson Rounds 5371 Kietzke Lane Reno, Nevada 89511 Date August 11, 2011 /s/ALAN GLOVER Clerk of Court Deputy Clerk No. 763508 Sept 16, 23, 30, Oct 7, 2011

ADD'L SUMMONS on Amended Complaint
in the First Judicial District Court of the State of Nevada
in and for Carson City

No. 090C00579 1 B
Dept No. 3

JED MARGOLIN, an individual;
Plaintiff;

v.

OPTIMA TECHNOLOGY CORPORATION, a California corporation, OPTIMA TECHNOLOGY CORPORATION, Nevada corporation, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZAN DIAN aka REZA JAZI aka J. REZA JAZI, aka G. REZA JAZI aka CHONONREZA ZANDIAN JAZI, an individual, DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30, Defendants.

THE STATE OF NEVADA SENDS GREETINGS TO: OPTIMA TECHNOLOGY CORPORATION, a California corporation

NOTICE! YOU HAVE BEEN SERVED. THIS ACTION IS BROUGHT TO RECOVER DAMAGES AS A RESULT OF THE DEFENDANTS' FRAUDULENT ASSIGNMENT OF DOCUMENTS RELATING TO PATENT NO.'S 5,566,073, 5,904,724 AND 5,978,488 AS MORE FULLY STATED IN THE COMPLAINT. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT: A civil complaint or petition has been filed by the plaintiff(s) against you.

1. If you wish to defend this lawsuit, you must, within 20 days after this summons is served on you, exclusive of the day of service, file with the Clerk of the Court a written pleading in response to this Complaint.

2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the complaint, which could result in the taking of money or property or the relief requested in the Complaint.

3. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

4. You are required to serve your response upon plaintiff's attorney, whose address is:

Matthew D. Francis
Adam McMillen
Watson Rounds
5371 Kietzke Lane
Reno, Nevada 89511
Date August 11, 2011

/s/ALAN GLOVER
Clerk of Court
Deputy Clerk

No. 763508 Sept 16, 23, 30, Oct 7, 2011

P.O. Box 120191, San Diego, CA 92112-0191

AFFIDAVIT OF PUBLICATION

WATSON ROUNDS
5371 KIETZKE LANE
RENO, NV 89511

STATE OF CALIFORNIA } ss.
County of San Diego }

The Undersigned, declares under penalty of perjury under the laws of the State of California: That she is a resident of the County of San Diego. That she is and at all times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that she is not a party to, nor interested in the above entitled matter; that she is Chief Clerk for the publisher of

The San Diego Union-Tribune

a newspaper of general circulation, printed and published daily in the City of San Diego, County of San Diego, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the times herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the said City of San Diego, County of San Diego, for a period exceeding one year next preceding the date of publication of the notice hereinafter referred to, and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

Sep 23, 2011, Sep 30, 2011, Oct 7, 2011, Oct 14, 2011


Chief Clerk for the Publisher

10-14-2011
Date

Affidavit of Publication of

Legal Advertisement
Ad # 0010553922
ORDERED BY: CARLA OUSBY

No. 090085718
Dept. No. 1

In the First Judicial
District Court of the
State of Nevada
In and for Carson
City

JED MARGOLIN
an individual,
Plaintiff,

v.

OPTIMA
TECHNOLOGY
CORPORATION, a
California corporation
and
OPTIMA
TECHNOLOGY
CORPORATION, a
Nevada corporation
REZA ZANDIAN
aka GOLAMREZA
ZANDIANJAZI aka
GHOLAM REZA
ZANDIAN aka
REZA JAZI aka
J. REZA JAZI,
aka G. REZA JAZI
aka GHOLAMREZA
ZANDIAN JAZI, all
individuals, DOE
Companies: 1-90
DOE Corporations
11-26, and DOE ind-
ividuals 21-30
Defendants.

THE STATE OF
NEVADA SENDS
GREETINGS TO:
OPTIMA
TECHNOLOGY
CORPORATION, a
California corpora-
tion

NOTICE: YOU
HAVE BEEN
SUED. THIS
ACTION IS BROUGHT
TO RECOVER
DAMAGES AS A
RESULT OF
THE DEFEND-
ANTS' FRAG-
MENT ASSIG-
NMENT OF DOCU-
MENTS RELATING
TO PATENT NO. S
5,364,873,
5,914,724 AND
5,978,688 AS MORE
FULLY STATED IN
THE COMPLAINT.
THE COURT MAY
DECIDE
AGAINST YOU
WITHOUT YOUR
BEING HEARD UN-
LESS YOU RE-
SPOND WITHIN 20
DAYS. READ THE
INFORMATION
BELOW.

TO THE DEFEND-
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been filed by the
plaintiff(s) against
you.

1. If you wish to de-
fend this lawsuit,
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mons is served on
you, exclusive of the
day of service, file
with the Clerk of the
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pleading in response
to this Complaint.
2. Unless you re-
spond, a default will
be entered upon ap-
plication of the
plaintiff(s) and this
Court may enter a
judgment against
you for the relief de-
manded in the com-
plaint, which could
result in the taking
of money or prop-
erty or the relief re-
quested in the
Complaint.

3. If you wish to seek
the advice of an at-
torney in this mat-
ter, you should do so
promptly so that
your response may
be filed on time.

4. You are required
to serve your re-
sponse upon plain-
tiff's attorney, whose
address is:

Matthew D. Francis
Adam McAllen
Wabesa Rounds
5371 Kietzke Lane
Reno, Nevada 89511

ALAN GLOVER
Clerk of Court

By C. Cooper,
Deputy Clerk

Date August 11, 2011

JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
830 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA 89101
Telephone (702) 382-4044
Telecopier (702) 383-9950

1 JOHN PETER LEE, LTD.
2 JOHN PETER LEE, ESQ.
3 Nevada Bar No. 001768
4 JOHN C. COURTNEY, ESQ.
5 Nevada Bar No. 011092
6 830 Las Vegas Boulevard South
7 Las Vegas, Nevada 89101
8 (702) 382-4044 Fax: (702) 383-9950
9 e-mail: info@johnpeterlee.com

10 *Attorneys for Defendant*
11 *Reza Zandian aka Golamreza Zandianjazi*
12 *aka Gholamreza Zandianjazi aka Gholam Reza Zandian*
13 *aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka*
14 *Ghononreza Zandian Jazi*

15 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
16 **IN AND FOR CARSON CITY**

17 JED MARGOLIN, an individual;
18
19 Plaintiff,

20 vs.

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

Defendants.

1334.023382-td

GENERAL DENIAL

COMES NOW the Defendant, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka
GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI AKA G. REZA JAZI aka
GHONONREZA ZANDIAN JAZI, by and through his attorney of record, JOHN PETER LEE,
LTD., and files his General Denial as follows:

The Defendant denies each and every allegation contained in the Amended Complaint on file
herein.

REC'D & FILED

2012 MAR -6 PM 1:55

ALAN GLOVER

BY DEPUTY CLERK

*Stratton Per
Order filed
Jan. 13, 2013*

JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
830 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA 89101
Telephone (702) 382-4044
Telecopier (702) 383-9950

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ATTORNEYS' FEES

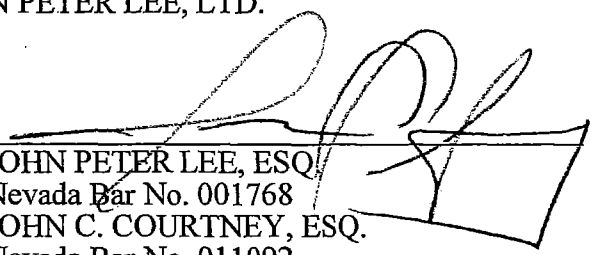
Defendant has been required to retain the services of JOHN PETER LEE, LTD. to defend against this action, and he is entitled to reasonable attorneys' fees therefor.

WHEREFORE, Defendant(s) pray(s) judgment as follows:

1. That Plaintiff take nothing by virtue of his Complaint on file herein and that the same be forthwith dismissed with prejudice;
2. Reasonable attorneys' fees;
3. Costs incurred herein;
4. And for such other and further relief as to this Court may seem proper.

DATED this 5th day of March, 2012.

JOHN PETER LEE, LTD.

BY: 
JOHN PETER LEE, ESQ.
Nevada Bar No. 001768
JOHN C. COURTNEY, ESQ.
Nevada Bar No. 011092
830 Las Vegas Boulevard South
Las Vegas, Nevada 89101
Ph: (702) 382-4044/Fax: (702) 383-9950
Attorneys for Defendant

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 5th day of March, 2012, I served a copy of the above and foregoing GENERAL DENIAL, upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Matthew D. Francis
Adam P. McMillen
WATSON & ROUNDS
5371 Kietzke Lane
Reno, Nevada 89511


An Employee of JOHN PETER LEE, LTD.

JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
830 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA 89101
Telephone (702) 382-4044
Telecopier (702) 383-9950


JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
830 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA 89101
Telephone (702) 382-4044
Telecopier (702) 383-9950

1 JOHN PETER LEE, LTD.
JOHN PETER LEE, ESQ.
2 Nevada Bar No. 001768
JOHN C. COURTNEY, ESQ.
3 Nevada Bar No. 011092
830 Las Vegas Boulevard South
4 Las Vegas, Nevada 89101
(702) 382-4044 Fax: (702) 383-9950
5 e-mail: info@johnpeterlee.com
Attorneys for Defendant
6 *Optima Technology Corporation,*
Reza Zandian aka Golamreza Zandianjazi
7 *aka Gholamreza Zandianjazi aka Gholam Reza Zandian*
aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka
8 *Ghononreza Zandian Jazi*

REC'D & FILED

2012 MAR 14 PM 1:00

ALAN GLOVER

BY  CLERK
DEPUTY

9
10 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
IN AND FOR CARSON CITY

11 JED MARGOLIN, an individual;
12
13 Plaintiff,

Case No.: 090C00579
Dept. No.: I

14 vs.

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

21 Defendants.

1334.023382-td

22 **GENERAL DENIAL**

23 COMES NOW the Defendant, OPTIMA TECHNOLOGY CORPORATION, a California
24 Corporation and OPTIMA TECHNOLOGY CORPORATION, a Nevada Corporation, by and
25 through its attorney of record, JOHN PETER LEE, LTD., and files its General Denial as follows:

26 The Defendant denies each and every allegation contained in the Amended Complaint on file
27 herein.

28 ...

JOHN PETER LEE, L.L.D.
ATTORNEYS AT LAW
830 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA 89101
Telephone (702) 382-4044
Telecopier (702) 383-9950

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ATTORNEYS' FEES

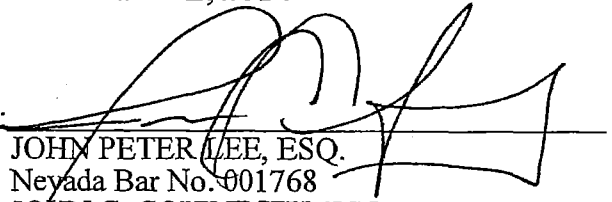
Defendant has been required to retain the services of JOHN PETER LEE, LTD. to defend against this action, and he is entitled to reasonable attorneys' fees therefor.

WHEREFORE, Defendant(s) pray(s) judgment as follows:

1. That Plaintiff take nothing by virtue of his Complaint on file herein and that the same be forthwith dismissed with prejudice;
2. Reasonable attorneys' fees;
3. Costs incurred herein;
4. And for such other and further relief as to this Court may seem proper.

DATED this 13th day of March, 2012.

JOHN PETER LEE, LTD.

BY: 
JOHN PETER LEE, ESQ.
Nevada Bar No. 001768
JOHN C. COURTNEY, ESQ.
Nevada Bar No. 011092
830 Las Vegas Boulevard South
Las Vegas, Nevada 89101
Ph: (702) 382-4044/Fax: (702) 383-9950
Attorneys for Defendant

JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
830 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA 89101
Telephone (702) 382-4044
Telecopier (702) 383-9950

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 13th day of March, 2012, I served a copy of the above and foregoing GENERAL DENIAL, upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Matthew D. Francis
Adam P. McMillen
WATSON & ROUNDS
5371 Kietzke Lane
Reno, Nevada 89511


An Employee of JOHN PETER LEE, LTD.

6/24/13

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

REC'D & FILED

2013 JUN 24 PM 4:12

ALAN GLOVER
BY *Alan Glover* CLERK
DEPUTY

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

DEFAULT JUDGMENT

WHEREAS Plaintiff JED MARGOLIN filed an Amended Complaint in this action on August 11, 2011. On March 5, 2012, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA ZANDIAN JAZI ("Zandian") served a General Denial to the Amended Complaint. On March 13, 2012, OPTIMA TECHNOLOGY CORPORATION, a California corporation, OPTIMA TECHNOLOGY CORPORATION, a Nevada corporation, served a General Denial to the Amended Complaint.

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

7 WHEREAS on January 15, 2013, this Court issued an order striking the General Denial
8 of Zandian and awarding his fees and costs incurred in bringing the motion to strike. A default
9 was entered against Zandian on March 28, 2013. A notice of entry of default judgment was
10 filed on April 5, 2013.

11 WHEREAS Defendants are not infants or incompetent persons and are not in the
12 military service of the United States as defined by 50 U.S.C. § 521.

13 WHEREAS the allegations in Plaintiff's Amended Complaint warrant entry of final
14 judgment against all named Defendants for conversion, tortious interference with contract,
15 intentional interference with prospective economic advantage, unjust enrichment, and unfair
16 and deceptive trade practices.

17 WHEREAS all Defendants are jointly and severally liable to Plaintiff for the principal
18 amount of \$1,495,775.74.

19 THEREFORE, Judgment is hereby entered for Plaintiff and against Defendant Zandian
20 and Defendants Optima Technology Corporation, a Nevada corporation, and Optima
21 Technology Corporation, a California corporation, for damages, along with pre-judgment
22 interest, attorney's fees and costs in the amount of \$1,495,775.74, plus interest at the legal rate,
23 pursuant to NRS 17.130, thereon from the date of default until the judgment is satisfied.

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JUDGMENT is hereby entered against Defendant Zandian and Defendants Optima
Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a
California corporation, in favor of Plaintiff this 24~~th~~ day of June, 2013.


DISTRICT COURT JUDGE

REC'D & FILED

2013 JUN 27 PM 3:22

ALAN GLOVER
CLERK
BY *[Signature]*
DEPUTY

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

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

NOTICE OF ENTRY OF
DEFAULT JUDGMENT

21 TO: All parties:

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

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1 Default Judgment.

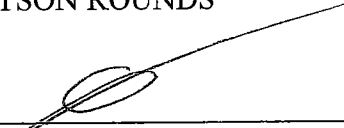
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Affirmation Pursuant to NRS 239B.030

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

DATED: June 26, 2013.

WATSON ROUNDS

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

Attorneys for Plaintiff Jed Margolin

1 **CERTIFICATE OF SERVICE**

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

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

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

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

15 Reza Zandian
16 8401 Bonita Downs Road
17 Fair Oaks, CA 95628

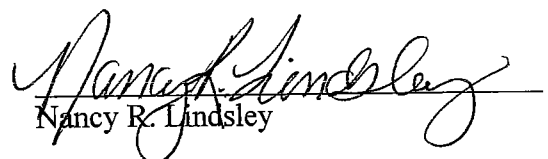
18 Optima Technology Corp.
19 A California corporation
20 8401 Bonita Downs Road
21 Fair Oaks, CA 95628

22 Optima Technology Corp.
23 A Nevada corporation
24 8401 Bonita Downs Road
25 Fair Oaks, CA 95628

26 Optima Technology Corp.
27 A California corporation
28 8775 Costa Verde Blvd. #501
San Diego, CA 92122

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

Dated: June 26, 2013.


Nancy R. Lindsley

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

REC'D & FILED

2013 JUN 24 PM 4: 12

ALAN GLOVER
C. ERVEN
BY _____ CLERK
DEPUTY

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

DEFAULT JUDGMENT

WHEREAS Plaintiff JED MARGOLIN filed an Amended Complaint in this action on August 11, 2011. On March 5, 2012, REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA ZANDIAN JAZI ("Zandian") served a General Denial to the Amended Complaint. On March 13, 2012, OPTIMA TECHNOLOGY CORPORATION, a California corporation, OPTIMA TECHNOLOGY CORPORATION, a Nevada corporation, served a General Denial to the Amended Complaint.

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

7 WHEREAS on January 15, 2013, this Court issued an order striking the General Denial
8 of Zandian and awarding his fees and costs incurred in bringing the motion to strike. A default
9 was entered against Zandian on March 28, 2013. A notice of entry of default judgment was
10 filed on April 5, 2013.

11 WHEREAS Defendants are not infants or incompetent persons and are not in the
12 military service of the United States as defined by 50 U.S.C. § 521.

13 WHEREAS the allegations in Plaintiff's Amended Complaint warrant entry of final
14 judgment against all named Defendants for conversion, tortious interference with contract,
15 intentional interference with prospective economic advantage, unjust enrichment, and unfair
16 and deceptive trade practices.

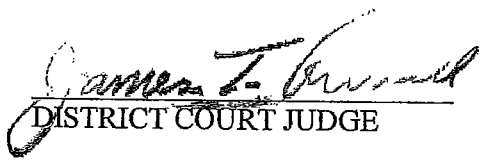
17 WHEREAS all Defendants are jointly and severally liable to Plaintiff for the principal
18 amount of \$1,495,775.74.

19 THEREFORE, Judgment is hereby entered for Plaintiff and against Defendant Zandian
20 and Defendants Optima Technology Corporation, a Nevada corporation, and Optima
21 Technology Corporation, a California corporation, for damages, along with pre-judgment
22 interest, attorney's fees and costs in the amount of \$1,495,775.74, plus interest at the legal rate,
23 pursuant to NRS 17.130, thereon from the date of default until the judgment is satisfied.

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JUDGMENT is hereby entered against Defendant Zandian and Defendants Optima
Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a
California corporation, in favor of Plaintiff this 24th day of June, 2013.


DISTRICT COURT JUDGE

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

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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

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

There is no doubt Zandian was properly served throughout this matter and that 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

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

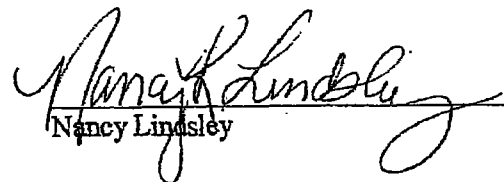
Optima Technology Corp.
A Nevada corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

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

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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)*

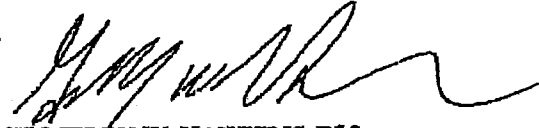
Dear Mr. McMillen,

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: 775-333-8171

FAX: 702-318-8801

PHONE: 702-318-8800

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

COMMENTS:

Please see attached correspondence.

- 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



489610

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

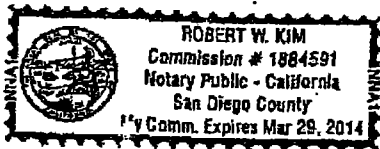
BY:

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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Robert W. Kim
Notary



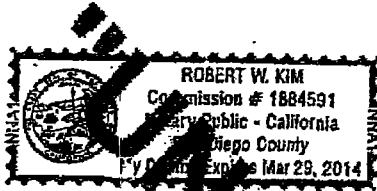
489610

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

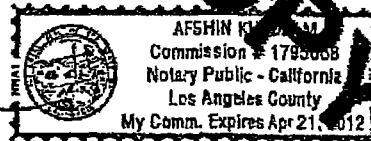
State of _____
County of _____

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

S
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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



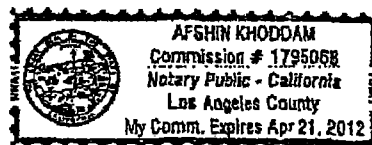
State of _____
County of _____

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

S
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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





489610

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



489610

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.

S
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Notary

489510

04/11/2012

008 of 10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Feb. 1st 2012 before me, Shamona 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: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

UNOFFICIAL COPY



489610

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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Notary

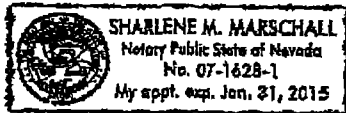
JOHNATHON FAYEGHI, AN UNMARRIED MAN

BY: Johnathon Fayeghi

State of Nevada
County of Clark

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

S
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Sharlene M. Marshall
Notary



489610

04/11/2012
010 of 10

RASHAD AND REEM EL-SABAWI FAMILY TRUST

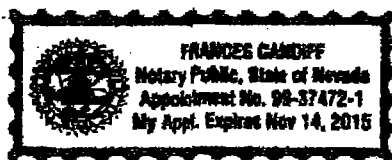
BY: [Signature]
Rashad El-Sabawi

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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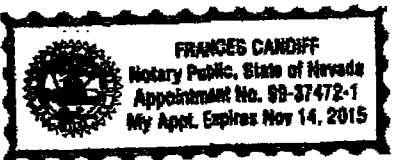


[Signature]
Notary

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.

S
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[Signature]
Notary

UNOFFICIAL COPY

Exhibit 3

Exhibit 3

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

Dec 08 07 01:52p nikan

858-625-2460

017/017

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

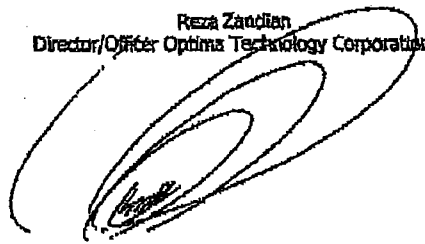


Exhibit 4

Exhibit 4

*** THIS IS AN UNOFFICIAL COPY ***



604694

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,

Handwritten initials: "Rk"

Handwritten initials: "KOR", "RS", "Rk"



600000

07/21/2008
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

RK.

(S)

AK
(S)



600899

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;

RK



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07/31/2006
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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;

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07/01/2008
006 of 28

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07/24/2008
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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[Handwritten initials]



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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07/31/2008
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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:

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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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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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8/31/2008
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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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

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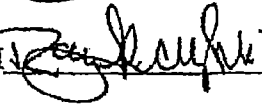

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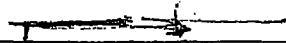
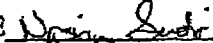
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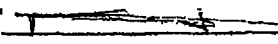
Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term of this Agreement is held by a court of competent 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.


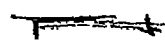
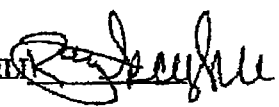
REZA ZANDIAN  WIFE 

RAY KOROGHLI  WIFE 

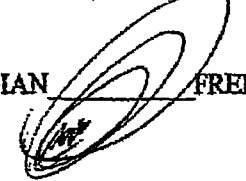
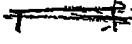
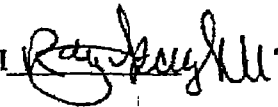
FRED SADRI  WIFE 

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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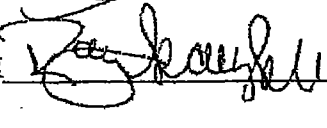
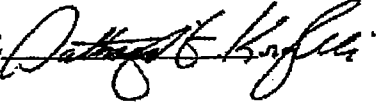
07/01/2008
017 of 00

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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.

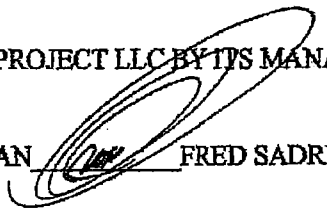
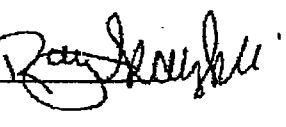
REZA ZANDIAN  WIFE _____

RAY KOROGHLI  WIFE 

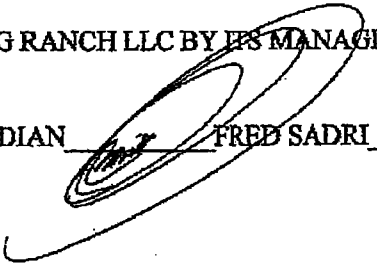
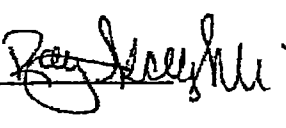
FRED SADRI _____ WIFE _____

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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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

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1 2008 JUN 17 10:00 AM

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0:10 of 21

NOTICES

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

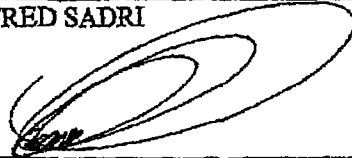
To: Mr. Fred Sadri & Star Living Trust
2827 South Monte Cristo Way
Las Vegas, NV 89117

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
020 of 20

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

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

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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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

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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

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Page 4

1 CHANGES OR CORRECTIONS BY WITNESS

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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 Mission

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?

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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.

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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

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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?

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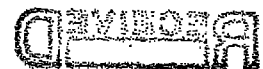
1 A That is, again, privileged information.
 2 Q It's actually not privileged information,
 3 Mr. Zandian, so if you would please respond to the
 4 question.
 5 A You know, I think you have to ask the judge
 6 to compel if you want me to answer that. I'm just
 7 refusing to give you answer.
 8 MS. GRANIER: 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.

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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?



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GEOFFREY W. HAWKINS, ESQ.
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Attorneys for Defendant
Reza Zandian aka Goamreza Zandian
aka Gholamreza Zandian Jazi
aka Reza Jazi aka J. Reza Jazi
aka G. Reza Jazi aka Ghononreza
Zandian Jazi

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

JED MARGOLIN, an individual.

Plaintiff,

vs.

CASE NO. 090C00579 1B

DEPT. NO. 1

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

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

Defendants.

Defendant REZA ZANDIAN ("Zandian") by and through his attorney Geoffrey W.
Hawkins, Esq., of the law firm HAWKINS MELENDREZ P.C., and pursuant to NRCp 55 and 60,

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

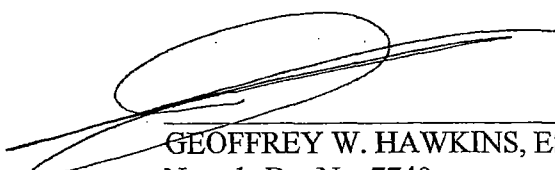
HAWKINS MELENDREZ, P.C.
9555 Hillwood Drive, Suite 150
Las Vegas, Nevada 89134
Telephone (702) 318-8800 • Facsimile (702) 318-8801

1 hereby moves for an order from this Court to set aside the default judgment entered against Zandian
2 in the above-captioned matter.

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

6 DATED this 17th day of December, 2013.

7
8 **HAWKINS MELENDREZ, P.C.**

9
10
11 
12 **GEOFFREY W. HAWKINS, ESQ.**

13 Nevada Bar No. 7740

14 **JOHNATHON FAYEGHI, ESQ.**

15 Nevada Bar No. 12736

16 9555 Hillwood Drive, Suite 150

17 Las Vegas, NV 89134

18 Phone: (702) 318-8800

19 *Attorneys for Defendant*

20 *Reza Zandian*
21
22
23
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1 POINTS AND AUTHORITIES

2 I.

3 STATEMENT OF FACTS

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

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

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

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

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

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

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

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

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

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

12 **II.**

13 **STATEMENT OF LAW**

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

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

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

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

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

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

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

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

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

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

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III.

LEGAL ARGUMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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3. Zandian Lacks Knowledge of Procedural Requirements

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

4. Zandian Files This Motion In Good Faith.

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

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

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

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

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

6 **IV.**

7 **CONCLUSION**

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

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

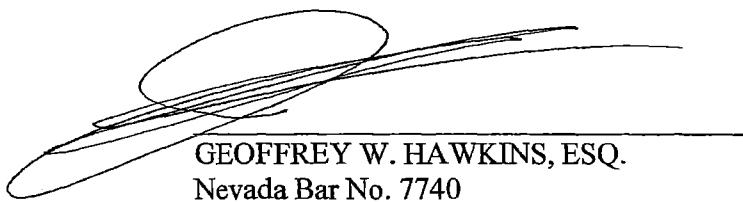
11 The undersigned does hereby affirm that the preceding document does not contain the social
12 security number of any person.

13 **DECLARATION**

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

16 Dated this 17th day of December, 2013.

17
18 **HAWKINS MELENDREZ, P.C.**

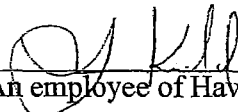
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22 **GEOFFREY W. HAWKINS, ESQ.**
Nevada Bar No. 7740
23 **JOHNATHON FAYEGHI, ESQ.**
Nevada Bar No. 12736
24 9555 Hillwood Drive, Suite 150
Las Vegas, NV 89134
25 Phone: (702) 318-8800
Attorneys for Defendant
26 *Reza Zandian*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that, on the 19th day of
3 December, 2013, service of **DEFENDANT REZA ZANDIAN AKA GOLAMREZA**
4 **ZANDIANJAZI AKA GHOLAM REZA ZANDIAN AKA REZA JAZI AKA J. REZA JAZI**
5 **AKA G. REZA JAZI AKA GHONONREZA ZANDIAN JAZI'S MOTION TO SET ASIDE**
6 **DEFAULT JUDGMENT** was made this date by depositing a true copy of the same for mailing,
7 first class mail, at Las Vegas, Nevada, addressed follows:
8

9
10 Matthew D. Francis
11 Adam P. McMillen
12 WATSON ROUNDS
13 5371 Kietzke Lane
14 Reno, Nevada 89511
15 *Attorneys for Plaintiff*
16 *Jed Margolin*

17 
18 An employee of Hawkins Melendrez, P.C.
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HAWKINS MELENDRIZ, P.C.

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INDEX OF EXHIBITS

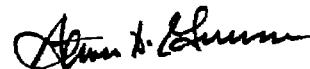
Exhibit No.	TITLE	NUMBER OF PAGES
A	Notice of Appeal in Nevada Supreme Court Case No. 62839/Eighth Judicial District Court Case No. A635430	2

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Exhibit A

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CLERK OF THE COURT

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

6
7 **DISTRICT COURT**
8
9 **CLARK COUNTY, NEVADA**

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

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

12 Plaintiff,

13 v.

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

22 Defendants.

23 AND ALL RELATED COUNTERCLAIMS
24 AND THIRD-PARTY CLAIMS

25 1334.024072-1d

26 **NOTICE OF APPEAL**

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

DATED this 15th day of March, 2013.

29 BY: 
30 REZA ZANDIAN
31 6, rue Edouard Fournier
32 75116 Paris, France
33 Pro Per Appellant

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CERTIFICATE OF MAILING

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

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

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

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



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

12/30/13 13314
GWH/JK

1 **MSTY**
2 **GEOFFREY W. HAWKINS, ESQ.**
3 Nevada Bar No. 7740
4 **JOHNATHON FAYEGHI, ESQ.**
5 Nevada Bar No. 12736
6 **HAWKINS MELENDREZ, P.C.**
7 9555 Hillwood Drive, Suite 150
8 Las Vegas, Nevada 89134
9 Phone: (702) 318-8800
10 Fax: (702) 318-8801
11 ghawkins@hawkinsmelendrez.com
12 *Attorneys for Defendant*
13 *Reza Zandian aka Goamreza Zandian*
14 *aka Gholamreza Zandian Jazi*
15 *aka Reza Jazi aka J. Reza Jazi*
16 *aka G. Reza Jazi aka Ghononreza*
17 *Zandian Jazi*

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ALAN GLOVER

BY **C. GRIBBLE** CLERK
DEPUTY

11 **In The First Judicial District Court Of The State Of Nevada**

12 **In and For Carson City**

14 **JED MARGOLIN, an individual.**

15 **Plaintiff,**

16 **vs.**

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

24 **Defendants.**

CASE NO. 090C00579 1B

DEPT. NO. 1

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

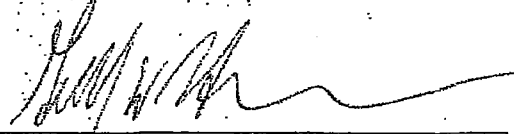
26 Defendant **REZA ZANDIAN** ("Zandian") by and through his attorney **Geoffrey W.**
27 **Hawkins, Esq.,** of the law firm **HAWKINS MELENDREZ P.C.,** and hereby submits this Motion for
28 **Stay of Proceedings to Enforce Judgment Pursuant to NRCP 62(b).**

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

4 DATED this 21 day of December, 2013.

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

7
8 

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

Nevada Bar No. 7740

JOHNATHON FAYEGHI, ESQ.

Nevada Bar No. 12736

9555 Hillwood Drive, Suite 150

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Phone: (702) 318-8800

Attorneys for Defendant

Reza Zandian

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1 **POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

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

13 **II.**

14 **STATEMENT OF LAW**

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

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

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

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

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

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

9 And supersedeas bonds are expensive.

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

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

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

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

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

11 **III.**

12 **LEGAL ARGUMENT**

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

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

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IV.

CONCLUSION

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

AFFIRMATION PURSUANT TO NRS 239B.030

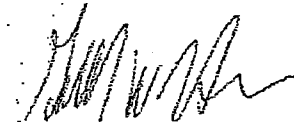
The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DECLARATION

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

Dated this 20th day of December, 2013.

HAWKINS MELENDEZ, P.C.




GEOFFREY W. HAWKINS, ESQ.
Nevada Bar No. 7740
JOHNATHON FAYEGHI, ESQ.
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Reza Zandian*

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Telephone (702) 318-8800 • Facsimile (702) 318-8801

CERTIFICATE OF SERVICE

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

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


An employee of Hawkins Melendrez, P.C.

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RECEIVED

1/9/14

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ALAN GLOVER
C. ~~CLERK~~ DEPUTY CLERK

1 Matthew D. Francis (6978)
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3 Reno, NV 89511
Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin

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

10 **JED MARGOLIN, an individual,**
11 **Plaintiff,**

Case No.: 090C00579 1B

12 **vs.**

Dept. No.: 1

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

OPPOSITION TO MOTION TO SET
ASIDE DEFAULT JUDGMENT

20 **Defendants.**

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

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

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

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

18 Also, the evidence overwhelmingly demonstrates Zandian maintained the same address
19 John Peter Lee provided to the Court, even after Zandian allegedly moved to France in August
20 2011, and the evidence similarly demonstrates Zandian continued to live in the United States,
21 not France. *See* Exhibit 2 (check from Golden Enterprises to Zandian at 8775 Costa Verde
22 Blvd, San Diego, CA, dated 10/31/12 and endorsed by Zandian); Exhibit 3 (check from
23 Golden Enterprises to Zandian at 8775 Costa Verde Blvd, San Diego, CA, dated 1/30/13 and
24 endorsed by Zandian); Exhibit 4 (Wells Fargo withdrawal slip filled out and signed by
25 Zandian, dated 2/20/13 (Wells Fargo does not have any branches in France)); Exhibit 5 (check
26 from and signed by Zandian to John Peter Lee, dated 1/13/12, with 8775 Costa Verde Blvd,
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1 San Diego, CA, printed on the check); Exhibit 6 (checks, dated 11/28/11, 12/2/11, 1/25/12,
2 2/29/12, 3/1/12, 10/30/12, 1/15/13, showing Zandian maintained his 8775 Costa Verde Blvd,
3 San Diego, CA, address, including checks to the IRS and the Washoe County Treasurer);
4 Exhibit 7 (Wells Fargo bank statements from December 2011, March 2012 and April 2012
5 showing the 8775 Costa Verde Blvd, San Diego, CA, address); *see also* Exhibit 8 (Wells
6 Fargo/Visa statements, dated August 2011, August 2013, September 2013, October 2013
7 showing a San Diego address); Exhibit 9 (Visa statement, dated 4/10/13, showing Zandian
8 made four purchases in California on 3/15/13 which is the same date Zandian alleges he filed
9 the appeal with the French address); Exhibit 10 (Visa statements showing Zandian making
10 many purchases in California, not France, in September and October of 2011); Exhibit 11
11 (property summary screen for one of Zandian's Clark County properties currently listing his
12 8775 Costa Verde, San Diego, CA, address, not France); Exhibit 12 (checks, dated 1/25/12,
13 1/24/13, 2/21/13, 2/24/13 and 6/30/13, from Zandian to the Secretary of State of California,
14 United States Treasury, Employment Development Department, and the Internal Revenue
15 Service, all with the 8775 Costa Verde, San Diego, CA, address, and all of the checks are
16 written for Optima Technology Corp, which is another named defendant in this matter).
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19 Also, there is no doubt Zandian had personal knowledge about this lawsuit. He filed
20 several papers and pleadings and paid his lawyer for this matter before his alleged move to
21 France. *See* Zandian's filings in this matter; *see also* Exhibit 13, which is a March 31, 2011
22 check Zandian wrote to John Peter Lee, which clearly shows Zandian hand wrote "Zandian v.
23 Margolin" on the "For" line.
24

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

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

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

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

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

19 Zandian's discovery abuses and complete failure to respond evidences his willful and
20 recalcitrant disregard of the judicial process, which prejudiced Plaintiff. *Foster*, 227 P.3d at
21 1049 (citing *Hamlett v. Reynolds*, 114 Nev. 863, 865, 963 P.2d 457, 458 (1998) (upholding the
22 district court's strike order where the defaulting party's "constant failure to follow [the court's]
23 orders was unexplained and unwarranted"); *In re Phenylpropanolamine (PPA) Products*, 460
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27 ¹ Zandian fails to inform the Court as to how he all of a sudden came back from France and found out about the
28 default judgment in this matter. Zandian fails to indicate how or where he found out about the default. The fact
is Zandian continued to receive the papers, pleadings and motions in this matter. For reasons known only to
Zandian, it is only now that Zandian resurfaces to again move the Court to set aside the default judgment.

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

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

13 III. Zandian Has Not Shown Good Cause

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

18 As Zandian maintained his San Diego address and was fully aware of this action, it was
19 inexcusable for Zandian to ignore this action. Moreover, Zandian has failed to provide any
20 evidence of “good cause” to set aside the judgment. He has only alleged that his lawyer
21 provided the incorrect address and that he lived in France. He fails to provide any affidavit or
22 evidence that the address was incorrect or that he actually lived in France. He also fails to
23 rebut the fact that he continued to receive all papers and pleadings in this matter. The
24 presumption is that he did receive all papers in this matter, as manifested by the fact that he
25 knew about this case and knew about the default judgment and now seeks to set aside the
26 judgment.
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1 Based upon the fact that Zandian knew about this case and continued to receive the
2 papers and pleadings from this matter, it was inexcusable for Zandian not to respond to the
3 earlier discovery requests and motions. In addition, Zandian has not shown a meritorious
4 defense to the claims asserted by the Plaintiff. Merely referring the Court back to Zandian's
5 prior motions to dismiss and general denial is not a demonstration of a meritorious defense.

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

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

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

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

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

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

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

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

26
27 However, the requirement to show a meritorious defense has been overruled and is no
28 longer a requirement to set aside a judgment. *Epstein v. Epstein*, 113 Nev. 1401, 1405, 950

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

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

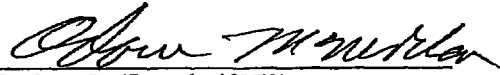
12 **VI. Conclusion**

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

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

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

18 Dated this 9th day of January, 2014.

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

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCF 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, **OPPOSITION TO MOTION TO SET ASIDE**
5 **DEFAULT JUDGMENT**, addressed as follows:

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

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

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

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

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

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

16 Reza Zandian
17 8401 Bonita Downs Road
18 Fair Oaks, CA 95628

Johnathon Fayeghi, Esq.
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Las Vegas, NV 89134
Counsel for Reza Zandian

19
20 Optima Technology Corp.
21 A California corporation
22 8401 Bonita Downs Road
23 Fair Oaks, CA 95628

24
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26
27
28 Dated: January 9, 2014

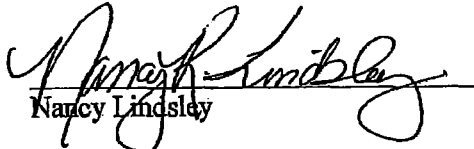

Nancy Lindsley

Exhibit 1

Exhibit 1

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IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Plaintiff,

v.

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

Defendants.

No. 61694

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

AND ALL RELATED COUNTERCLAIMS AND THIRD-PARTY CLAIMS

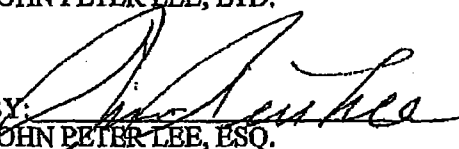
1334.024072-1d

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

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

DATED this ___ day of February, 2013.

JOHN PETER LEE, LTD.

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

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CERTIFICATE OF MAILING

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

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


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

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

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

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

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


An employee of
JOHN PETER LEE, LTD.

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

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

4 Plaintiff,

5 v.

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

14 Defendants.

No. 61694

Electronically Filed
Feb 14 2013 08:51 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

11 AND ALL RELATED COUNTERCLAIMS
12 AND THIRD-PARTY CLAIMS

1334.024072-4d

13 **AMENDED CERTIFICATE OF MAILING**

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

18 Stanley W. Parry
19 100 North City Parkway, Ste. 1750
Las Vegas, Nevada 89106

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

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

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

22
23 By placing a true and correct copy of the above-mentioned document(s) in a sealed envelope,
24 first class postage fully pre-paid, in the United States mail;

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

28 
An employee of
JOHN PETER LEE, LTD.

Docket 61694 Document 2013-04757

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

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

4 Plaintiff,

5 v.

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

10 Defendants.

11 **AND ALL RELATED COUNTERCLAIMS
12 AND THIRD-PARTY CLAIMS**

13 1334.024072-td

No. 61694

**JOHN PETER LEE, LTD.'S MOTION TO
WITHDRAW FROM REPRESENTATION
OF APPELLANT GHOLAMREZA
ZANDIAN JAZI also known as REZA
ZANDIAN** Filed 11/16/13 4:16 p.m.
Shirley N. Bigeman
Clerk of Supreme Court

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

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

20 **DECLARATION OF COUNSEL IN SUPPORT OF JOHN PETER LEE, LTD.'S
21 MOTION TO WITHDRAW FROM REPRESENTATION OF APPELLANT
22 GHOLAMREZA ZANDIAN JAZI also known as REZA ZANDIAN**

21 STATE OF NEVADA
22 COUNTY OF CLARK

}
} ss:
}

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

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

1 2. The law firm of John Peter Lee, Ltd., and all of its attorneys, hereby seek to withdraw
2 as attorneys of record for Appellant GHOLAMREZA ZANDIAN JAZI also known as REZA
3 ZANDIAN. Declarant files JOHN PETER LEE, LTD.'S MOTION TO WITHDRAW FROM
4 REPRESENTATION OF APPELLANT GHOLAMREZA ZANDIAN JAZI also known as REZA
5 ZANDIAN.

6 3. To the best of Declarant's knowledge and belief the last known address and telephone
7 number at which Plaintiffs may be served or reached with notice of further proceedings taken in this
8 action is:

9 Reza Zandian
10 8775 Costa Verde Blvd.
10 San Diego, California 92122

11 4. The primary reason for requesting withdrawal is that the clients lack of
12 communication with our office.

13 5. There are also other reasons that the instant motion to withdraw as counsel is made;
14 however, Declarant does not wish to state said other reasons unless specifically compelled by the
15 Court, particularly because Declarant does not wish to reveal any more attorney-client privileged
16 information than that which is absolutely necessary in order for the Court to grant the instant motion
17 for withdrawal as counsel.

18 6. This Declaration is made in good faith.

19 FURTHERMORE, Declarant sayeth naught

20 
21 _____
21 JOHN PETER LEE, ESQ.

22 **POINTS AND AUTHORITIES**

23 Pursuant to EDCR 7.40(b)(2)(ii), Counsel in any case may be changed only ... (2) When no
24 attorney has been retained to replace the attorney withdrawing, by order of the court, granted upon
25 written motion, and

26 (i) If the application is made by the attorney, the attorney must
27 include in an affidavit the address, or last known address, at which
28 the client may be served with notice of further proceedings taken in
the case in the event the application for withdrawal is granted, and the
telephone number, or last known telephone number, at which the

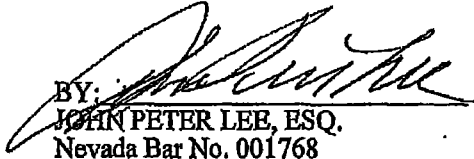
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client may be reached and the attorney must serve a copy of the application upon the client and all other parties to the action or their attorneys.

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

DATED this 3 day of February, 2013.

JOHN PETER LEE, LTD.

BY: 

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

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CERTIFICATE OF MAILING

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

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

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

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

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

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



An employee of
JOHN PETER LEE, LTD.

Exhibit 2

Exhibit 2

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

GOLDEN ENTERPRISES, INC.
P O BOX 2580
MANCHESTER, CT 06045

PAYABLE DATE
10/31/2012

CHECK NUMBER
76013421

PG 180
433

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

001 450 38101010
ZANDIAN-REZA-0100

00006059 01 MB 0.404 01 TR 00035 S02DBA01 010000

PAY TO THE
ORDER OF:

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

PAY ***** \$0.13



[Handwritten Signature]
AUTHORIZED SIGNATURE

116014 12309574

2446277923

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

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

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 3

Exhibit 3

Golden Enterprises, Inc.

The Bank of New York Mellon
Pittsburgh, Pennsylvania

NO-68
438

PLEASE DEPOSIT THIS CHECK PROMPTLY

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

Check Number 0040800841

30 Jan 2013

\$****0.13****

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

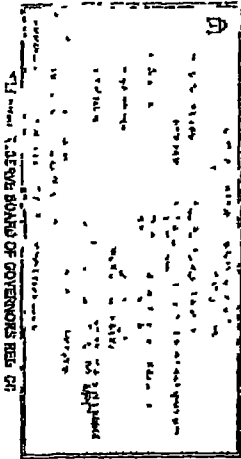
Computershare Shareowner Services LLC
Authorized Paying Agent

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

⑆00⑆ ⑆36⑆⑆⑆50⑆

82450211

2445277922



THIS PAGE REQUIRES A SIGNATURE - DO NOT ACCEPT WITHOUT
NOTING ORIGIN LINK WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK
XXXXXX
THREE SIGNATURES
DO NOT WRITE OR SIGN IN OR ON THIS LINE
Read the instructions on the back of the check.

REQUEST 0000553088100000 0.13
ROLL BCIA 20130220 000002446277922+
JOB BCIA P ACCT 0000000001361650
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 4

Exhibit 4

Withdrawal/Retiro:

(Check One /
1 solo Uno)

Checking/Cuenta de Cheques

Savings/Ahorros

Money Market Access

Command

7779



Account Number/
Numero de Cuenta

Date/Fecha 02/20/13

PK 01K
Type 012 Dep 016
Acct 01 AD 016
Yrs 016
Sig 016

Please print Name - / Leve de nombre, Nombre
REZA ZANDIAN JAZI

I authorize this withdrawal and acknowledge receipt of the amount shown below /
Yo autorizo esta retirada y reconozco de haber recibido la cantidad mostrada abajo
Please sign in this space / Favo de firmar en la presencia del cajero
Una copia de ID may be required if you are requesting one upon de identificación.

Please print Street Address, City, State, Zip Code / Leve de nombre: Calle, Ciudad, Estado, Código Postal

X

TWO THOUSAND FIVE HUNDRED Dollars

\$ **2500.00**

Bank Use Only (When SVT is Not Available)

TLR220 (09/11) 4/01 M 12110154

Consumer ID Exp Date Token Number (T/C) Approval

⑆ 7779 ⑆ 500000694⑆

Wells Fargo Internal Use When Blank.
Wells Fargo Confidential When Completed

2446277926

REQUEST 00005530883000000 2500.00
ROLL ECIA 20130220 000002446277926
JOB ECIA P ACCT 1140002961476971
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 5

Exhibit 5

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8776 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5340

109
18-24/1220 4784
7001505820

1/13/2012
DATE

Pay to the
Order of

Mr. John Peter Lee Esq.

\$3000.00

Three Thousand 00/100

Dollars



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

For 334.024072

⑈000000000000⑈ 40100 ⑈0295

1 JAN 13 2 11

0209

BANK OF AMERICA, N.A. LOC
⑈1220666614 E7895 94 P05

01/13/12

JOHN PETER LEE
ATTORNEY AT LAW
TRUST ACCOUNT
01 843 7246
FOR DEPOSIT ONLY
BANK OF AMERICA, N.A.
12240724

REQUEST 0000553089400000 3000.00
ROLL BCIA 20120113 000008215853243
JOB BCIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 6

Exhibit 6

G REZA ZANDIAN JAZI
NILD OFAR F ZANDIAN
8776 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-6340

102

18-24/1220 4784
7001505920

Dec. 02 11

Date

Pay to the Order of **SCRIPS CLINIC**

\$ **128.³⁰**

One hundred twenty eight and ³⁰/₁₀₀ Dollars



Wells Fargo Bank N.A.
California
wellsfargo.com

Medical record number

For **70092-24571**

15920 00102

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

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

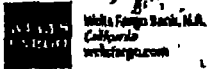
Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

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

115
18-24/1120 4784
7081005420

11/25/2012 Date

Pay to the Order of Secretary of State of California \$ 25.00
Twenty Five 00/100 Dollars



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

For Optima Technology Corp.

05920 00115 0000002500

BANK OF AMERICA NA SEC
1228886514 12/13/12 P12
12-015911

11/30

12/13

12-015911

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

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

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

116
16-24/1220 4784
7091606820

2/29/2012 Date

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

Nine Hundred Eighty Eight 50/100 Dollars



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

For February 2012 Interest

⑆1100 00118

PAID
05 2012
FEDERAL RESERVE BANK
PHOENIX, AZ

778414

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

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

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

217-5

118

16-24/1220 4784
7081505820

March 01/2012

Pay to the
Order of

Costa Verde East Village

\$ 1875.00

One thousand eight hundred

Dollars

seventy five and 00/100



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

For Rent of March

[Signature]

5920 0018

1222382000 GARDEN COMMUNIT...
1222382000 GARDEN COMMUNIT...

PAY TO THE ORDER OF
FIRST NATIONAL BANK
SAN DIEGO, CA 92106-2889
FOR DEPOSIT ONLY
COSTA VERDE EAST VILLAGE, LLO
MANAGEMENT -
12201945

REQUEST 00005530894000000 1875.00
ROLL ECIA 20120306 000008328882689
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

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

Unless for credit
United States Federal Reserve
This instrument
is non-negotiable

157
18-34/1220 4704
7001505920

10/30/2012
Date

Pay to the
Order of

IRS

\$34.01

Thirty four and 01/100

Dollars



Wells Fargo Bank N.A.
California
wellsfargo.com

[Handwritten Signature]

For

05920 00157 0000003401

033166
011113

W12911701107032367001333391754
201203 01112013

2-6
MS 1-1
512
6.5

REQUEST 0005530894000000 34.01
ROLL ECIA 20130111 000008114613031
JOB ECIA P ACCT 1140007091505920
REQUBSTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

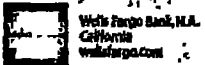
G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8776 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-6340

135
18-24/1220 4764
7091505920

1/15/2013 Date

Pay to the Order of Washoe County Treasurer \$ 240.00

Two Hundred Forty 00/100 Dollars



For APN 079-150-12

759200 00135

Security for this instrument shall be provided by the obligor in accordance with the terms of the instrument. The obligor shall be responsible for the payment of this instrument. The obligor shall be responsible for the payment of this instrument. The obligor shall be responsible for the payment of this instrument.

NO POST OFFICE BOXES OR MAILING ADDRESSES TO BE USED FOR THIS INSTRUMENT.

8008 9487 022713 100
DEP ONLY WASHOE COUNTY
122400724-000286040335

REQUEST 00005530894000000 240.00
ROLL ECIA 20130227 000008510367419
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Exhibit 7

Exhibit 7

Wells Fargo Combined Statement of Accounts

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



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

Questions?

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

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

TTY: 1-800-877-4833

En español: 1-877-727-2832

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

Online: wellsfargo.com

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

P.O. Box 6995

Portland, OR 97228-6995

You and Wells Fargo

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

Summary of accounts**Checking and Savings**

Account	Page	Account number	Ending balance last statement	Ending balance this statement
Wells Fargo Money Market Savings SM	1		20,095.16	0.00
Wells Fargo Money Market Savings SM	2		100.05	0.00
Total deposit accounts			\$20,195.21	\$0.00

Wells Fargo Money Market SavingsSM**Activity summary**

Beginning balance on 12/1	\$20,095.16
Deposits/Additions	75.00
Withdrawals/Subtractions	- 20,170.16
Closing balance on 12/1	\$0.00

Account number: 1343970818

G REZA ZANDIAN JAZI

NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 121042882

Wells Fargo® Preferred Checking

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



G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN
 8776 COSTA VERDE BLVD APT 217
 SAN DIEGO CA 92122-6340

Questions?

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

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

TTY: 1-800-877-4833

En español: 1-877-727-2832

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

Online: wells Fargo.com

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

P.O. Box 0895

Portland, OR 97228-6995

You and Wells Fargo

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

Account options

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

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

Activity summary

Beginning balance on 3/7	\$200.67
Deposits/Additions	2,341.82
Withdrawals/Subtractions	- 2,109.58
Ending balance on 4/5	\$342.91

Account number: 7091505920

G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

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

Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings

Exhibit 8

Exhibit 8

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 3

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

Balance Summary

Previous Balance	\$1,495.79
- Payments	\$889.38
- Other Credits	\$323.83
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$2,680.48
+ Fees Charged	\$0.00
+ Interest Charged	\$21.86
= New Balance	\$3,005.11
Total Credit Limit	\$2,900

24-Hour Customer Service: 1-800-642-4720
TTY for Hearing/Speech Impaired: 1-800-419-2285
Outside the US Call Collect: 1-925-825-7600
Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:
PO Box 10347, Des Moines IA, 50308-0347

Total Available Credit \$0

Payment Information

New Balance	\$3,005.11
Minimum Payment	\$52.00
Overlimit Amount	\$105.11
Total Amount Due	\$157.11
Payment Due Date	10/05/2011

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

Late Payment Warning: If we do not receive your Minimum Payment by 10/05/2011, you may have to pay a late fee up to \$35.

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

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	17 years	\$6,050
\$104	3 years	\$3,732 (Savings of \$2,328)

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eo/hapcpa/ccd/ccc_approved.htm or call 1-877-385-2408.

Important Information

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

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

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	25,904
Credit Card Points Earned:	2,057
Check Card Points Earned:	228
Earn More Mail® Bonus Points:	0
Total Available Points:	28,189

We offer more rewards choices so you can choose a reward that suits your style. You'll find gift cards, cash rewards, travel, merchandise and even charitable contributions.
Track your points balance or get more information at www.WellsFargoRewards.com or by calling 1-877-517-1858.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5556 YKG 1 7 6 110909 0 PAGE 1 of 3 1 0 5563 2090 8049 01025596

Detach and mail with check payable to Wells Fargo

Account Number	7470
New Balance	\$3,005.11
Minimum Payment	\$52.00
Overlimit Amount	\$105.11
Total Amount Due	\$157.11
Payment Due Date	10/05/2011

374707

Amount Enclosed



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

G R JAZI
PO BOX 927674
SAN DIEGO CA 92192-7674



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

Wells Fargo Combined Statement of Accounts

Primary account number:

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



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

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

Questions?

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

1-800-TO-WELLS (1-800-889-3557)

TTY: 1-800-877-4833

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

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

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (825)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

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

Account options

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

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

IMPORTANT ACCOUNT INFORMATION

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

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

G REZA ZANDIAN JAZI
Account No. 761-2359760



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

See back for important information
about your account.

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

ACCOUNT SUMMARIES

PERSONAL LINE OF CREDIT STATEMENT

CREDIT LINE SUMMARY		ACCOUNT ACTIVITY SUMMARY		PAYMENT INFORMATION	
Credit Limit	\$8,500.00	Previous Balance	\$9,177.51	New Balance	\$7,937.86
Available Credit	\$82.00	Payments/Credits	-\$328.00	Minimum Payment Due.	\$183.00
Statement Closing Date	August 20, 2013	Advances/Other Activity	\$0.00	Payment Due Date	September 14, 2013
		Fees Charged	\$0.00		
		Interest Charged	\$86.35		
		New Balance	\$7,937.86		

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

If you make no additional advances on this account and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	24 years	\$16,835
\$255	3 years	\$9,561 (Savings = \$7,074)

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

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

If you would like information about credit counseling services, refer to:
www.usdcj.gov/us1eo/bapopa/codato_approved.htm or call 877-285-2108.

TRANSACTIONS

Post Date	Trans Date	Reference	Description	Amount
07/27	07/27	PE081008H0A6XNQD3	ONLINE PAYMENT	-\$328.00
FEES				
TOTAL FEES FOR THIS PERIOD				\$0.00
INTEREST CHARGED				
08/20	08/20		Interest Charged on Advances	\$86.35
TOTAL INTEREST FOR THIS PERIOD				\$86.35

2013 Totals Year-to-Date	
Total fees charged in 2013	\$75.00
Total interest charged in 2013	\$572.25

INTEREST CHARGE CALCULATION

YOU MAY PAY YOUR BALANCE IN FULL AT ANY TIME.

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

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
ADVANCES	12.50% (V)	\$7,881.08	\$86.35

Notes: See reverse side for important information about your account.
5596 130 1 7 13 130820 8 ENCL 1 of 2 1 8 9081 7630 7602 0185556

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

Home () _____

Account No. 359760
New Balance \$7,937.86
Minimum Payment Due \$183.00
Payment Due Date September 14, 2013

Payment Enclosed \$ _____

076123597600000153000000793786

WELLS FARGO CARD SERVICES
PO BOX 30087
LOS ANGELES CA 90030-0087

YSQ
18

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



Wells Fargo Money Market SavingsSM

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



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

Questions?

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

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

TTY: 1-800-877-4633

En español: 1-877-727-2932

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

Online: wellsfargo.com

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

P.O. Box 6695

Portland, OR 97228-6695

You and Wells Fargo

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

Activity summary

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

Account no 6971

G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 121042882

Interest summary

Interest paid this statement	\$0.01
Average collected balance	\$112.29
Annual percentage yield earned	0.11%
Interest earned this statement period	\$0.01
Interest paid this year	\$0.18

Wells Fargo® Preferred Checking

Account num: 15920 ■ September 7, 2013 - October 4, 2013 ■ Page 1 of 4



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

Questions?

Available by phone 24 hours a day, 7 days a week:
1-800-TO-WELLS (1-800-869-3557)
 TTY: 1-800-877-4833
 En español: 1-877-727-2932
 華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (114)
 P.O. Box 0985
 Portland, OR 97228-8985

You and Wells Fargo

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

Account options

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

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

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

No purchase or obligation necessary to enter or win.

Activity summary

Beginning balance on 9/7	\$14.51
Deposits/Additions	0.00
Withdrawals/Subtractions	- 13.00
Ending balance on 10/4	\$1.51

Account num: 15920

G REZA ZANDIAN JAZI
 ALBORZ ZANDIAN
 NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply
 For Direct Deposit and Automatic Payments use
 Routing Number (RTN): 121042882

Overdraft Protection

Your account is linked to the following for Overdraft Protection:
 ■ Savings - 00002981476971

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 2

Ending In 7470
10/12/2012 to 11/10/2012

Balance Summary

Previous Balance \$3,730.01

- Payments

- Other Credits

+ Cash Advances

+ Purchases, Balance Transfers & Other Charges

+ Fees Charged

+ Interest Charged

= New Balance

Total Credit Limit

24-Hour Customer Service: 1-800-842-4726
 TTY for Hearing/Speech Impaired: 1-800-410-2255
 Outside the US Call Collect: 1-822-827-7800
 Wells Fargo Online: wells Fargo.com

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

Total Available Credit

Payment Information

New Balance

Minimum Payment

Payment Due Date

Wells Fargo Rewards® Program Summary

Rewards Balance as of:

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

Transactions

Trans	Post	Reference Number	Description	Credit	Charge
Payments					
10/16	10/16	7446842830A98J41V	ONLINE PAYMENT	169.00	
10/22	10/22	7446842830A98J41V	BRANCH PAYMENT OAGH REF# DZERKNSYTN	1,400.00	
Other Credits					
10/11	10/12	F85830095000AL294	REFUND OF LATE FEES	98.00	

Purchases, Balance Transfers & Other Charges

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD

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

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5216 Y00 1 9 0 231119 0 PAGE 1 of 2 10 0301 2012 0445 80073156

Account Number

New Balance

Minimum Payment

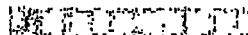
Payment Due Date

470

4707

Y00 4

Amount Enclosed



WELLS FARGO CARD SERVICES
 PO BOX 80088
 LOS ANGELES CA 90080-0088

© R JAZZ
 PO BOX 827674
 SAN DIEGO CA 92182-7674

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

G REZA ZANDIAN JAZI
Account No 19780



For 24-Hour Customer Service Call:
1-800-949-2828
We accept Telecommunications Relay Service calls.
Wells Fargo Online®: wells Fargo.com

See back for important information about your account.

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

PERSONAL LINE OF CREDIT STATEMENT

ACCOUNT SUMMARIES

CREDIT LINE SUMMARY		ACCOUNT ACTIVITY SUMMARY		PAYMENT INFORMATION	
Credit Limit	\$8,500.00	Previous Balance	\$8,043.51	New Balance	\$8,148.04
Available Credit	\$351.00	Payments/Credits	-\$353.00	Minimum Payment Due	\$177.00
Statement Closing Date	October 20, 2013	Advances/Other Activity	\$348.00	Payment Due Date	November 14, 2013
		Fees Charged	\$25.00		
		Interest Charged	\$83.53		
		New Balance	\$8,148.04		

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

If you make no additional advances on this account and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	24 years	\$17,061
\$272	3 years	\$9,809 (Savings = \$7,272)

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

Payoff Request Information: Balances include unpaid interest charges, and other unpaid fees and charges. The New Balance owed is not a payoff amount. Please, contact Customer Service at 1-800-949-2828 for an accurate payoff.

If you would like information about credit counseling services, refer to: www.usdoj.gov/ust/eo/bapopa/code/ee_approved.htm or call 877-285-2108.

TRANSACTIONS

Post Date	Trans Date	Reference	Description	Amount
10/17	10/17	P908100920A6278DA	ONLINE PAYMENT	-\$153.00
10/18	10/18	P908100930A95GT3E	ONLINE ADVANCE	\$109.00
10/18	10/18	P908100930A95H04H	ONLINE ADVANCE	\$150.00
10/18	10/18	P908100930A95H13T	ONLINE PAYMENT	-\$200.00
FEES				
10/14	10/14		LATE FEE	\$25.00
			TOTAL FEES FOR THIS PERIOD	\$25.00
INTEREST CHARGED				
10/20	10/20		Interest Charged on Advances	\$83.53
			TOTAL INTEREST FOR THIS PERIOD	\$83.53

2013 Totals Year-to-Date	
Total fees charged in 2013	\$125.00
Total interest charged in 2013	\$838.43

Notice: See reverse side for important information about your account.
5595 Y6G 1 7 13 131020 0 PAGE 1 of 2 1 0 9081 7610 P602 01305395

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

Home () _____

Account No. 19780
New Balance \$8,148.04
Minimum Payment Due \$177.00
Payment Due Date November 14, 2013

Payment Enclosed \$ _____

076123597600000177000000814804

WELLS FARGO CARD SERVICES Y6G
PO BOX 30087 16
LOS ANGELES CA 90030-0087

G REZA ZANDIAN JAZI
PO BOX 827674
SAN DIEGO CA 92192-7674



Exhibit 9

Exhibit 9

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 3

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

Balance Summary

Previous Balance	\$1,546.09
- Payments	\$216.16
- Other Credits	\$0.00
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$2,372.67
+ Fees Charged	\$9.80
+ Interest Charged	\$40.34
= New Balance	\$3,842.84
Total Credit Limit	\$3,800

24-Hour Customer Service: 1-800-842-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2285
 Outside the US Call Collect: 1-825-825-7600
 Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50309-0347

Total Available Credit \$0

Payment Information

New Balance	\$3,842.84
Minimum Payment	\$79.00
Overlimit Amount	\$42.84
Total Amount Due	\$121.84
Payment Due Date	05/06/2013

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

Late Payment Warning: If we do not receive your Minimum Payment by 05/05/2013, you may have to pay a late fee up to \$35.

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

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

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/foia/bapca/ccdc/cc_approved.htm or call 1-877-285-2108.

Important Information

YOUR BALANCE EXCEEDS YOUR CREDIT LIMIT. CALL 1-800-546-6583 OR VISIT WELLSFARGO.COM TO MAKE A PAYMENT. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Wells Fargo Rewards® Program Summary

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

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

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

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5356 YKG 1 7 6 130410 8 PAGE 1 of 3 10 8583 2000 3045 01DF5356

Detach and mail with check payable to Wells Fargo

Account Number	7470
New Balance	\$3,842.84
Minimum Payment	\$79.00
Overlimit Amount	\$42.84
Total Amount Due	\$121.84
Payment Due Date	05/06/2013

YKG 4

374709

Amount Enclosed



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

G R JAZI
 PO BOX 927574
 SAN DIEGO CA 92192-7574



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

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

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

In your letter to "Written Notice," provide the following information:

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

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

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

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

Payments: "Deferring Payments" are payments mailed using the enclosed envelope and payment coupon to the payment address specified on the statement or, generally, made via the "Transfer" tab on "Make a Payment" tab on the credit card account website at Wells Fargo. Online bill pay at wellsfargo.com. "Continuing Payments" received via mail by 2:00 PM Central Standard Time are credited as of the date of receipt. "Continuing Payments" received after 2:00 PM will be credited as of the next day. "Bill Pay" bills for Continuing Payments made via our Website will be credited at the time of the transaction. "New-Continuing Payments" are payments made by any other means and may not receive credit for up to five days after the date of receipt. Non-Continuing payments include, but are not limited to, placing the payment envelope and payment coupon in another envelope.

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

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

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

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

Secured Accounts. For secured accounts, your credit card account is secured by a pledge of your Secured Card Collateral Account with Wells Fargo Bank, N.A., established in connection with your application for the card. You agree that this pledge is a direct transaction. When we use information from your check to create an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. This pledge is given as a security interest for any use of amounts you owe, including interest, fees and costs which may accrue under your Secured Card credit card account. You agree that if your Secured Card credit card account is closed for any reason, the bank may apply funds in the Secured Card Collateral Account to pay off any balance on the credit card account. If there are any funds remaining in the Collateral Account after doing so, those funds may remain in deposit for up to 90 days before being refunded to you.

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

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

INFORMACIÓN IMPORTANTE SOBRE SU CUENTA

Resumen de Derechos de Facturación. Si cree que hay algún error en su estado de cuenta (un "Error"), o si necesita más información sobre una transacción que aparece en su estado de cuenta, por favor escríbanos en una hoja separada tan pronto como sea posible, a la siguiente dirección: P.O. Box 622, Des Moines, IA 50306-0622. Debemos tener su solicitud no más tarde de 60 días después de que nos envíe el estado de cuenta en el que aparece el error. Puede contactarnos con nosotros por otros medios (lo que incluye llamar) al número que aparece en el frente de su estado de cuenta, pero el hacerlo no preservará sus derechos.

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

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

No tiene que pagar el monto del supuesto Error mientras lo investigamos, pero seguirá obligado a pagar las porciones del pago de su cuenta que no tienen que ver con el monto del supuesto Error. Mientras investigamos, no podremos reportarlo en calidad de deudor moroso, ni tomar acciones para cobrar el monto del supuesto Error. Si nos ha autorizado a pagar su cuenta de crédito de tarjeta de crédito de manera automática desde su cuenta de ahorros, puede suspender el pago por cualquier monto que crea que es un Error. Para suspender el pago, su Notificación por Escrito debe llegarnos tres (3) días hábiles antes del día de que se está programado el pago automático.

Regla Especial para Compras con Tarjetas de Crédito: Si usted tiene algún problema con la calidad de los bienes y servicios que adquirió con una tarjeta de crédito, y ha intentado de buena fe resolver el problema con el comerciante, usted no tendrá que pagar el monto restante adeudado por los bienes y servicios. Usted tiene esta protección solamente si el precio de compra superó a los \$50 y la compra fue realizada en el estado en que reside o a una distancia no superior a 100 millas de su dirección postal, y siempre que no haya pagado el saldo del cargo en disputa. Si somos los propietarios u operadores de dicho comercio, o si el comercio por donde se realizó el pago de los bienes o servicios, todas las compras están cubiertas, sin importar el monto o lugar de la compra.

Información de Crédito, AVISO: Podemos dar información sobre su cuenta a las agencias de informes sobre consumidores. Usted tiene el derecho a cuestionar la exactitud de la información reportada por nosotros al escribir a la siguiente dirección: P.O. Box 14517, Des Moines, IA 50306-0517. En su carta, describa de qué se trata la información inexacta con el robo de identidad, deberá enviarnos una denuncia de robo de identidad correspondiente.

Pagos. Los "Pagos en Continuidad" son pagos enviados con el sobre adjunto y están a cargo de la dirección de pago especificada en el estado de cuenta en general a través de la ficha "Transferir" (también disponible en inglés) o "Make a Payment" en la ficha "Account Activity" (también disponible en inglés) de los servicios bancarios por internet de Wells Fargo en wellsfargo.com. Los Pagos en Continuidad recibidos por correo a más tardar a las 2 p.m. serán acreditados a la fecha de su recibo. Los Pagos en Continuidad recibidos después de las 2 p.m. serán acreditados al día siguiente. Los pagos de Bills pay desde Pagos en Continuidad realizados a través de nuestro sitio web serán creditados al momento de la transacción. Los Pagos en Continuidad por pagos automáticos por cualquier otro medio y es posible que no reciban crédito durante hasta 5 días después de la fecha de recibo. Los Pagos en Continuidad incluyen, pero no se limitan a, colocar el sobre proporcional y el sobre de pago en este sobre.

Aviso Sobre Conversión de Cheques Electrónicos: Al proporcionar un cheque como forma de pago, usted nos da su autorización para utilizar la información de su cheque a fin de realizar una sola transacción de depósito de su cuenta y procesar el pago como una transacción de cheque. Cuando nosotros usamos la información de su cheque para realizar una transacción electrónica de depósito de fondos, los fondos podrán ser retirados de su cuenta los días hábiles antes del día en que nosotros su pago, y su información financiera no lo reflejará en su cheque.

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

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

Cómo Evitar Pagar Intereses sobre Compras. La Fecha de Vencimiento del Pago es al menos 25 días después del día de cada período de facturación. No cobraremos intereses sobre las compras si usted paga la totalidad de su saldo a más tardar en la fecha de vencimiento de cada mes. Comenzaremos a cobrar intereses sobre adelantos en el día de la transacción y los intereses de saldo a la fecha de la transacción.

Cuentas Garantizadas. Para Cuentas Garantizadas, su cuenta de tarjeta de crédito está garantizada por la entrega en garantía de su Cuenta Colateral de Wells Fargo Bank N.A., establecida en relación con su solicitud de la tarjeta. Usted convence en que esta entrega en garantía incluye y da al Banco el derecho a recibir, cobrar y retener cualquier suma o la totalidad del monto depositado en la Cuenta Colateral de la Tarjeta Garantizada en caso de cualquier acto de incumplimiento bajo su convenio de la tarjeta de crédito garantizada, y es éste de que dicho convenio sea firmado por el Banco, por usted o por su representante. Esta garantía se otorga como garantía de crédito tipo y forma los créditos que usted obtiene, incluidos los intereses, cuotas y costos que pueden acumularse bajo su Cuenta de Tarjeta de Crédito Garantizada. Usted está de acuerdo en que si su Cuenta de Tarjeta de Crédito Garantizada se cierra por cualquier razón, el banco podrá aplicar los fondos mantenidos en la Cuenta Colateral de la Tarjeta Garantizada para liquidar cualquier saldo en la cuenta de tarjeta de crédito. Si después de hacerlo aún quedan fondos en la Cuenta Colateral, dichos fondos podrán permanecer en depósito durante hasta 90 días antes de que sean devueltos a usted.

Información Española para los Residentes de Colorado. La ley de Colorado obliga que Wells Fargo le ofrezca la opción de firmar un formulario de consentimiento previo. El formulario de consentimiento previo firmado autoriza a Wells Fargo a divulgar los registros de sus cuentas al departamento de servicios sociales del condado o a la agencia del orden público local para investigar explotación financiera conocida o presunta. Llámeme al número en el frente de este estado de cuenta para obtener una copia del formulario.

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

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Change of Address Form — If your address has changed, provide your complete new address below. Be sure to check box on reverse side of coupon and enclose in the envelope provided. Please use this section only for address changes. If you have any questions, please call the toll-free customer service number on the front of this statement.
Formulario de Cambio de Dirección — Si su dirección ha cambiado, proporcione su nueva dirección completa abajo. Asegúrese de marcar el cuadro al dorso del cupón y adjúntelo en el sobre envase. Por favor use esta sección solamente para cambios de dirección. Si tiene preguntas, por favor llame al número de Servicio al Cliente al frente de este estado de cuenta.

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

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 2 of 4

Ending In 7476
03/12/2013 to 04/10/2013

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
03/16	03/16	7448542200A9164K2	ONLINE PAYMENT	20.00	
03/30	03/30	7448642250ABXS4KK	ONLINE PAYMENT	150.00	
03/30	03/30	7448642260ABXS6Y6	ONLINE PAYMENT	48.16	
TOTAL PAYMENTS FOR THIS PERIOD				\$218.16	

Purchases, Balance Transfers & Other Charges

03/10	03/12	244273326LM8170T7	MOTHER'S MARKET & K IRVINE CA		11.06
03/11	03/12	243160527FYBLEPW	SHELL OIL 67442729003 IRVINE CA		67.38
03/11	03/12	244273326LYJ3M25Q	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.42
03/11	03/12	244273327LM88KAYA	MOTHER'S MARKET & K IRVINE CA		5.98
03/11	03/12	244273327LM88KATX	MOTHER'S MARKET & K IRVINE CA		3.88
03/11	03/12	2444500275S839JXV	OO AUTO RENTAL NEWPORT BEACH CA		15.14
03/11	03/12	2444500275S839KOE	OO AUTO RENTAL NEWPORT BEACH CA		135.06
03/12	03/12	244273327LYJ3YKGT	MOTHER'S MARKET & K IRVINE CA		11.16
03/12	03/12	244273327LYJ3Z276	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.42
03/13	03/13	2422443293T6H5MR	PANINI CAFE-IRVINE IRVINE CA		10.75
03/13	03/13	244273328LYJ4HGRB	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.42
03/13	03/13	244273328LYJ4H4H7	MOTHER'S MARKET & K IRVINE CA		4.40
03/13	03/13	244273328LYJ4H8P3	MOTHER'S MARKET & K IRVINE CA		9.48
03/13	03/13	2449398288B306JD9	HEN HOUSE GRILL IRVINE CA		14.03
03/14	03/14	244273329LYJ64DX3	MOTHER'S KITCHEN-IRVIN IRVINE CA		4.25
03/14	03/14	244273329LYJ642X3	MOTHER'S MARKET & K IRVINE CA		4.28
03/14	03/14	24431082951B8WKTD	JOHN PETER LEE LTD 702-382-4044 NV		750.00
03/14	03/14	24445002A007YMWV	WHOLEFDS JAM 10231 TUSTIN CA		10.69
03/14	03/14	24446002A2X3H5M8ZN	MARSHALLS #0658 IRVINE CA		17.29
03/15	03/15	24316062BFYRS44S3	SHELL OIL 67442729003 IRVINE CA		70.65
03/15	03/15	24427332ALYJ6REB6	MOTHER'S MARKET & K IRVINE CA		4.88
03/15	03/15	24445002B00613DH8	WHOLEFDS JAM 10231 TUSTIN CA		20.46
03/15	03/15	24446712ARFL480S9	RALPHS #0080 IRVINE CA		15.89
03/15	03/15	244273328LYJ6ZJM9	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.69
03/15	03/15	24431082Q8AS13DY3	CHIPOTLE 1441 NEWPORT BEACH CA		11.72
03/15	03/15	24445712Q8PNLXQ3B	RALPHS #0080 IRVINE CA		41.62
03/17	03/17	24493982Q8B30PFZV	HEN HOUSE GRILL IRVINE CA		24.39
03/18	03/18	24427332DLYJ3FT2R	MOTHER'S KITCHEN-IRVIN IRVINE CA		16.72
03/18	03/18	24445002E007HMF8V	WHOLEFDS JAM 10231 TUSTIN CA		22.18
03/19	03/19	24164052FB01A0418	EXXONMOBIL 87618888 IRVINE CA		27.00
03/19	03/19	24427332ELYJ42LFRM	MOTHER'S MARKET & K IRVINE CA		3.89
03/19	03/19	24445002FXFY6V2V	WHOLESOOME CHOICE MARKET IRVINE CA		19.42
03/20	03/20	24184072F2LRTJ36KN	TARGET 60003368 IRVINE CA		12.41
03/20	03/20	24224432331T8E2B93	PANINI CAFE-IRVINE IRVINE CA		10.75
03/20	03/20	24923042FGTVPZ6PK	FLETOHER JONES MOTOROA NEWPORT BEACH CA		394.24
03/20	03/20	24427332FLYJ4FYRM	MOTHER'S MARKET & K IRVINE CA		34.57
03/20	03/20	24427332FLYJ4FZB7	MOTHER'S MARKET & K IRVINE CA		3.89
03/20	03/20	24427332FLYJ4GDBK	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.47
03/21	03/21	24164072G3CHQ2B80F	ENTERPRISE RENT-A-CAR NEWPORT BEACH CA		34.35
03/21	03/21	244273329LYJ4XJEA	MOTHER'S MARKET & K IRVINE CA		3.86
03/21	03/21	24431082H8AS13FD3	CHIPOTLE 1441 NEWPORT BEACH CA		11.72
03/22	03/22	24224432J31T8SDBT	PANINI CAFE-IRVINE IRVINE CA		10.75
03/22	03/22	24427332HLYJ6BHDA	MOTHER'S MARKET & K IRVINE CA		4.88
03/22	03/22	24445002L2XJBA1YY	WHOLESOOME CHOICE MARKET IRVINE CA		32.94
03/23	03/23	24224432J90WABFWQ	COFFEE BEAN STORE NEWPORT BEACH CA		4.26
03/24	03/24	24427332KLYJ3EWE58	MOTHER'S MARKET & K IRVINE CA		103.49
03/24	03/24	24427332KLYJ3F8TG	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.47
03/24	03/24	24445002L2XEY4QY7	IN-N-OUT BURGER #183 SANTA ANA CA		6.16
03/25	03/25	24224432M31T8QKXY	PANINI CAFE-IRVINE IRVINE CA		11.83
03/25	03/25	24431082M608S9TDV	CHIPOTLE 0805 SANTA ANA CA		7.24
03/25	03/25	24316062NFYPBQ79B	SHELL OIL 67442729003 IRVINE CA		66.97
03/25	03/25	24427332MLYJ4D4C2	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.72
03/25	03/25	24427332MLYJ4C57P	MOTHER'S MARKET & K IRVINE CA		10.81
03/25	03/25	24431082N509S8TJ6	CHIPOTLE 0805 SANTA ANA CA		9.29
03/27	03/27	24013382P01LPP875	CALIFORNIA FISH GRILL #2 IRVINE CA		9.71
04/01	04/01	24164072VM89R19H	PETCO 523 83605234 NEWPORT BEACH CA		18.35
04/01	04/01	24224432W31T8QKRE	PANINI CAFE-IRVINE IRVINE CA		12.00
04/01	04/01	24427332VLYJ41A86	MOTHER'S MARKET & K IRVINE CA		53.38
04/01	04/01	24427332VLYJ41NH3	MOTHER'S KITCHEN-IRVIN IRVINE CA		7.00
04/01	04/01	24427332VLYJ4182B	MOTHER'S MARKET & K IRVINE CA		5.55
04/02	04/02	24128422X2X48WDW4	CULVER AUTO SPA IRVINE CA		12.89
04/02	04/02	24224432X31T8E7HN	PANINI CAFE-IRVINE IRVINE CA		12.00
04/02	04/02	24427332WLYJ42HGT	MOTHER'S KITCHEN-IRVIN IRVINE CA		7.00
04/02	04/02	24427332WLYJ42207	MOTHER'S MARKET & K IRVINE CA		6.43
04/02	04/02	24765012X6V5X83MR	CROWN ACE HARDWARE IRVINE CA		16.00
04/03	04/03	24071052X4K9T06MF	FRESH GRILLER - SANTA ANA CA		8.48
04/03	04/03	24427332XLYJ48ZQW	MOTHER'S MARKET & K IRVINE CA		4.88
04/04	04/04	24071052Y4K0DBWL4	FRESH GRILLER - SANTA ANA CA		11.44
TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD					\$2,372.67

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD	\$0.80
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Continued

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 3 of 3

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

Transactions (Continued...)

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

2013 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2013	\$38.00
TOTAL INTEREST CHARGED IN 2013	\$128.59

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.65%	\$3,351.38	30	\$40.84
CASH ADVANCES	23.99%	\$0.00	30	\$0.00

Wells Fargo News

Have you received a tax refund?

Wells Fargo wants to talk with you about payment options that are available. Please call 1-800-842-4720.

Get more out of your card without leaving your chair

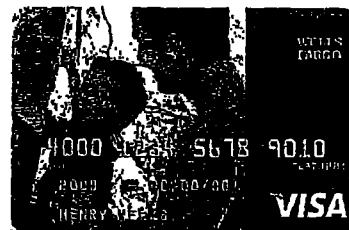


Check out the online Credit Card Service Center today

Now you can manage your Wells Fargo® Credit Card 24/7. Sign on to Wells Fargo Online® at wellsfargo.com/creditcard.

With just a few clicks, you can:

- Pay your credit card bill
- Switch to online-only statements
- Have ongoing bills paid with your card
- Add credit card features like Rapid Alerts¹
- Request additional cards
- Put a picture on your credit card²
- Track your expenses — and much more



It's that simple. See for yourself, today.

¹Service provider fees may apply. ²Wells Fargo reserves the right to deny certain images.

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Together we'll go far



Exhibit 10

Exhibit 10

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 4

Ending In 7476
09/10/2011 to 10/11/2011

Balance Summary

Previous Balance	\$3,005.11
- Payments	\$5,469.90
- Other Credits	\$107.23
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$4,445.18
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,873.14
Total Credit Limit	\$2,900

24-Hour Customer Service: 1-800-842-4720
TTY for Hearing/Speech Impaired: 1-800-419-2265
Outside the US Call Collect: 1-825-825-7800
Wells Fargo Online®: wells.fargo.com

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

Total Available Credit \$1,004

Payment Information

New Balance	\$1,873.14
Minimum Payment	\$19.00
Payment Due Date	11/05/2011

Send Payments To:
PO Box 90098, Los Angeles CA, 90090-0098

Late Payment Warning: If we do not receive your Minimum Payment by 11/05/2011, you may have to pay a late fee up to \$35.
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	14 years	\$3,598
\$85	3 years	\$2,325 (Savings of \$1,272)

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eo/bapcpa/ccde/cc_approved.htm or call 1-877-285-2101.

Important Information

REVISED AGREEMENT FOR ONLINE BANKING
WE'VE UPDATED OUR ONLINE ACCESS AGREEMENT.
TO SEE WHAT HAS CHANGED, PLEASE VISIT WWW.WELLSFARGO.COM/ONLINEUPDATES

EFFECTIVE NOVEMBER 1, 2011, THE PLAN ADMINISTRATOR FOR TRAVEL ACCIDENT INSURANCE COVERAGE, PROVIDED ON ALL FLIGHTS AND OTHER COMMON CARRIER TRAVEL CHARGED TO YOUR WELLS FARGO CREDIT CARD, HAS CHANGED TO CBSI. CONTACT 1-800-842-4720 TO OBTAIN FURTHER DETAILS.

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	28,488
Points Earned:	4,338
Earn More Miles® Bonus Points:	0
Bonus Points Earned:	0
Total Available Points:	33,468

We offer more rewards choices so you can choose a reward that suits your style. You'll find gift cards, cash rewards, travel, merchandise and even charitable contributions.
Track your points balance or get more information at www.WellsFargoRewards.com or by calling 1-877-517-1358.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 YKG 1 7 6 111011 0 PAGE 1 of 4 10 5583 2000 R049 01255596

Detach and mail with check payable to Wells Fargo

Account Number 7470
New Balance \$1,873.14
Minimum Payment \$19.00
Payment Due Date 11/05/2011

74706

YKG 4

Amount Enclosed



WELLS FARGO CARD SERVICES
PO BOX 80088
LOS ANGELES CA 90030-0088

G R JAZI
PO BOX 927674
SAN DIEGO CA 92192-7674



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

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

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

In your letter to "Wells Fargo," provide the following information:

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

You do not have to pay any alleged Error amount while we are investigating, but you are still obligated to pay the parts of your bill that are not part of the alleged Error amount. While we investigate, we cannot report you as delinquent or take any action to collect the alleged Error amount. If you have authorized us to pay your credit card bill automatically from your checking or checking account, you can stop the payment on any amount you believe is an Error. To stop the payment, your Wells Fargo credit card must match us here (a) business days before the automatic payment is scheduled to occur.

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

Credit Information. NOTICE: We may furnish information about your account to consumer reporting agencies. You have the right to dispute the accuracy of information that we have reported by writing to us at P.O. Box 14877, Des Moines, IA 50306-3677 and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to an identity theft, you will need to provide us with an identity theft report.

Payments. "Confirming Payments" are payments mailed using the enclosed envelope and payment coupon to the payment address specified on the statement or, generally, made via the "Transfer" tab at Wells Fargo.com. "Mail Payments" are payments received after 5:00 p.m. will be credited as of the next day. Cut-off time for Confirming Payments made via our Web site will be 11:59 p.m. on the date of the transaction. "Non-Confirming Payments" are payments made by any other means and may not receive credit for up to five days after the date of receipt. Non-Confirming payments include, but are not limited to, placing the payment envelope and payment coupon in another envelope.

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

Payment in Full for Less Than Account Balance Request: If you intend to pay your account in full with an amount less than the total owed on your account, you must send your request to us at P.O. Box 6011, Portland, OR 97208-6011. Such payments will not charge your bill later.

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

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

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

Special Information for Colorado Residents. Colorado law requires Wells Fargo to offer you the option of giving your consent form. The signed and consent form must be returned to Wells Fargo to release access to your account to the regulatory department of social services or local law enforcement for the purpose of investigating known or suspected financial exploitation. Please contact us at the number listed on the front of this statement for a copy of the form.

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

INFORMACIÓN IMPORTANTE SOBRE SU CUENTA

Resumen de Derechos de Facturación. Si cree que hay algo erróneo en su estado de cuenta (un "Error"), o si necesita más información sobre una transacción que aparece en un estado de cuenta, por favor escríbanos en sus hojas separadas tan pronto como le sea posible, a la siguiente dirección: P.O. Box 622, Des Moines, IA 50306-0622. Debemos recibir de usted una notificación de error no más tarde de 60 días de la fecha en que le fuere enviada el primer estado de cuenta en que apareció el Error. Puede comunicarse con nosotros por otros medios (lo que incluye llamarlos al número que aparece en el frente del estado de cuenta) pero al hacerlo no preservará sus derechos.

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

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

Usted no tiene que pagar el monto del supuesto Error mientras le investigamos, pero sigue obligado a pagar las porciones del saldo de su cuenta que no forman parte del monto del supuesto Error. Mientras investigamos, no podemos reportar en calidad de moroso transacciones, ni tomar medidas para cobrar el monto del supuesto Error. El saldo del supuesto Error no se acreditará en su estado de cuenta. Si usted desea que se detenga el pago de su saldo por cualquier monto que sea que no es un Error. Para suspender el pago, su Notificación por Escrito debe incluirnos con su número de cuenta antes de las 5:00 p.m. del día de la transacción.

Regla Especial para Compras con Tarjeta de Crédito: Si usted tiene algún problema con la calidad de los bienes o servicios que adquirió con una tarjeta de crédito, y ha intentado de buena fe resolver el problema con el comerciante, usted no tendrá que pagar el monto restante adeudado por los bienes o servicios. Usted tiene esta protección solamente si el precio de compra es superior a los \$50 y la compra fue realizada en el estado en que reside o a una distancia no superior a 100 millas de su domicilio postal, y siempre que no haya pagado el saldo del cargo un depósito. Si usted los productos o servicios de dicho comercio, o si lo insuró por como un artículo protegido de los bienes o servicios, todos los pagos son cubiertos independientemente de la cantidad o lugar de la compra.

Información de Crédito. AVISO: Podemos dar información sobre su cuenta a las agencias de informes sobre crediticio. Usted tiene el derecho de cuestionar la exactitud de la información reportada por nosotros al respecto de su cuenta. Si usted desea que se detenga el pago de su saldo por cualquier monto que sea que no es un Error. Para suspender el pago, su Notificación por Escrito debe incluirnos con su número de cuenta antes de las 5:00 p.m. del día de la transacción.

Pagos. Los "Pagos en Confirmación" son pagos enviados por el sobre adjunto y (a) se pagan a la dirección de pago especificada en el estado de cuenta o en general a través de la ficha "Transferir" (está disponible en inglés) o "Método de Pago" de la ficha "Account Activity" (está disponible en inglés) de los servicios en línea de Wells Fargo en www.wellsfargo.com. Los Pagos en Confirmación recibidos por correo a más tarde de las 5 p.m. serán acreditados a la fecha de su recibo. Los Pagos en Confirmación recibidos después de las 5 p.m. serán acreditados al día siguiente. Los pagos de línea para Pagos en Confirmación recibidos a través de nuestra línea de teléfono de nuestro sitio de Internet, o si se hacen en un punto de venta de un comercio minorista, o si se hacen por otro medio y se recibe el pago dentro de los 5 días después de la fecha de recibo. Los Pagos en Confirmación incluyen, sin limitación, el pago al sobre proporcionado y todo el pago en ese sobre.

Avise Sobre Conversión de Cheques Electrónicos: Al proporcionar su cheque como forma de pago, usted nos da su autorización para utilizar la información de su cheque para realizar una transferencia electrónica de fondos, los mismos podrán ser recibidos de su cuenta en el mismo día en que recibamos su pago, y su institución financiera no le regresará el cheque.

Pago Total por un Monto Menor al Saldo de la Cuenta: Si usted desea liquidar la totalidad del saldo de su cuenta con un monto menor al monto total adeudado en su cuenta, deberá enviarnos su solicitud a la siguiente dirección: P.O. Box 6011, Portland, OR 97208-6011. Dichos pagos no cancelarán la totalidad de su deuda.

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

Cómo Evitar Pagar Intereses sobre Compras. La Fecha de Vencimiento del Pago es al menos 25 días después del día de cada período de facturación. No cargaremos intereses sobre sus compras si usted paga la totalidad de su saldo a más tardar en la fecha de vencimiento de cada mes. Comenzaremos a cargar intereses sobre sus compras en el día siguiente a la fecha de facturación.

Cuentas Garantizadas. Para Cuentas Garantizadas, su cuenta de tarjeta de crédito está garantizada por el importe en efectivo de su Cuenta Colateral de Wells Fargo Bank, N.A., establecida en relación con su solicitud de la tarjeta. Usted conviene en que esta garantía es un prenda en garantía y da al Banco el derecho a recibir cualquier parte o la totalidad del monto depositado en la Cuenta Colateral de la Tarjeta Garantizada en caso de cualquier acto de incumplimiento bajo su convenio de la tarjeta de crédito garantizada, o en caso de que dicho convenio sea terminado por el Banco por cualquier motivo. Esta garantía es otorgada como garantía de crédito que incluye los pagos que usted otorga, los intereses, los costos que puedan acumularse bajo su Cuenta de Tarjeta de Crédito Garantizada. Usted está de acuerdo en que si su Cuenta de Tarjeta de Crédito Garantizada se cierra por cualquier razón, el banco podrá aplicar los fondos pendientes en la Cuenta Colateral de la Tarjeta Garantizada para liquidar cualquier saldo en la cuenta de tarjeta de crédito. Si después de hacerlo aún quedan fondos en la Cuenta Colateral, dichos fondos podrán permanecer en depósito durante hasta 60 días antes de que sean devueltos a usted.

Información Especial para los Residentes de Colorado. La ley de Colorado exige que Wells Fargo le ofrezca la opción de firmar un formulario de consentimiento previo. El formulario de consentimiento previo firmado se envía a Wells Fargo a través del registro de sus cuentas de depósito de servicios sociales del condado o a la agencia del estado político local para investigar cualquier fraude conocido o sospechado. Llámese al número en el frente de este estado de cuenta para obtener una copia del formulario.

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

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Change of Address Form - If your address has changed, provide your complete new address below. Be sure to check box on reverse side of coupon and envelope in the envelope provided. Please use this coupon only for address changes. If you have any questions, please call the toll-free customer service number on the front of this statement.
Formulario de Cambio de Dirección - Si su dirección ha cambiado, proporcione su nueva dirección completa abajo. Asegúrese de indicar el cuadro en el dorso del cupón y adjúntelo en el sobre anexo. Por favor use esta sección solamente para cambios de dirección. Si tiene preguntas, por favor llame al número de Servicio al Cliente al frente de este estado de cuenta.

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

WELLS FARGO



VISA

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Ending In 7470
09/10/2011 to 10/11/2011

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
09/28	09/28	7446542830A8GFYKH	BRANCH PAYMENT CHECK REF# DZEMQF4B47	046.91	
09/28	09/28	7446542830A8GFYMB	BRANCH PAYMENT CHECK REF# DZEMQF4B47	0.13	
09/28	09/28	7446542830A8GFYMG	BRANCH PAYMENT CHECK REF# DZEMQF4B47	22.88	
09/28	09/28	7446542830A8JLAA	ONLINE PAYMENT	3,005.00	
10/04	10/04	7446542830A8MWWY1	ONLINE PAYMENT	1,500.00	
TOTAL PAYMENTS FOR THIS PERIOD				\$4,468.80	

Other Credits

09/15	09/15	741640783AAYME6YP	STARBUCKS CORP00140188 NEWPORT BEACH CA	2.25	
09/19	09/19	7444674872XE4J2RH	OFFICE DEPOT 8881 IRVINE CA	104.98	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$107.23	

Purchases, Balance Transfers & Other Charges

09/08	09/10	24810747WWGNM49A3	CHECKERED FLAG HAND CARWA IRVINE CA		9.99
09/08	09/10	24318057WPFYRMAYVD	SHELL OIL 67442729003 IRVINE CA		58.84
09/08	09/10	24427337WLM88N4F0	MOTHER'S MARKET & K IRVINE CA		2.09
09/08	09/10	24736937W0G5JYVYMR	THE FLAME BROILER IRVINE CA		6.03
09/09	09/10	24071057Y4KA0J079	JAVIER'S CRYSTAL COVE NEWPORT COAST CA		11.00
09/09	09/10	24427337XLM88LXEW	MOTHER'S MARKET & K IRVINE CA		2.09
09/09	09/10	24766427ZMA7GZ9ZBM	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
09/10	09/10	24427337YLM88A107	MOTHER'S KITCHEN-IRVIN IRVINE CA		7.00
09/10	09/10	24736937Z0GAA8L70	THE FLAME BROILER IRVINE CA		6.03
09/11	09/11	24224437Z39VYVBR2G	COFFEE BEAN STORE IRVINE CA		4.85
09/11	09/11	24391217Y8G88G1YK	UCI PARKING DPT IRVINE CA		6.00
09/11	09/11	24431067Z81KJ8MIX	CHIPOTLE 1028 IRVINE CA		10.02
09/11	09/11	24446747Z2X02K4HZ	OFFICE DEPOT 8881 IRVINE CA		10.55
09/12	09/12	244273380LM88XGNL	MOTHER'S MARKET & K IRVINE CA		4.19
09/12	09/12	244273380LM88XGWR	MOTHER'S MARKET & K IRVINE CA		22.14
09/12	09/12	2443106808AS18G8N	CHIPOTLE 1441 NEWPORT BEACH CA		9.59
09/12	09/12	24882167Z00R8J6TP	COX*OR CO COM PHBY \$48-240-1212 CA		108.82
09/13	09/13	243160661FYYPX18QT	SHELL OIL 67442729003 IRVINE CA		58.69
09/13	09/13	243160661FYYPX18TAA	SHELL OIL 67442729003 IRVINE CA		2.59
09/13	09/13	244273381LM887HDKE	MOTHER'S MARKET & K IRVINE CA		2.98
09/13	09/13	244273381LM887HNVWM	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.85
09/13	09/13	2476542814E98Y44B	USO HOSPITALITY RETAIL FO LOS ANGELES CA		7.99
09/14	09/14	24210738280QTIMEAJ	THE VEGGIE GRILL IRVINE CA		9.84
09/14	09/14	24224438222ZYGY4M	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/14	09/14	2443396818B30PQNW	HEN HOUSE GRILL IRVINE CA		12.92
09/15	09/15	2407106824K028MX6	FRESHii - THE BLUFFS NEWPORT BEACH CA		7.53
09/15	09/15	241640783AAYME6YB	STARBUCKS CORP00140188 NEWPORT BEACH CA		2.25
09/15	09/15	244273382LYJAX17Y	ALBERTSONS #6507 IRVINE CA		2.49
09/15	09/15	244273383LM7Y784T	PANERA BREAD #4125 NEWPORT BEACH CA		1.89
09/15	09/15	244273383LM88JHGJ	MOTHER'S KITCHEN-IRVIN IRVINE CA		8.89
09/15	09/15	2443106838AS13F2V	CHIPOTLE 1441 NEWPORT BEACH CA		10.02
09/15	09/15	2476542834PDN84EA	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
09/16	09/16	241640784AAZDQ2X7	STARBUCKS CORP00140188 NEWPORT BEACH CA		5.30
09/16	09/16	24224438430W4PDJ1	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/16	09/16	244251984GVD7JXF8	ISLANDS RESTAURANT 704 NEWPORT BEACH CA		11.30
09/16	09/16	244273384LM884L6E	MOTHER'S MARKET & K IRVINE CA		2.09
09/16	09/16	24431068406J5B2PH	BRISTOL FARMS # 12 SAN DIEGO CA		2.24
09/17	09/17	2404803840058ZG18	CHEVRON 0020878 SAN DIEGO CA		65.38
09/17	09/17	24210738586QTMF6M	THE VEGGIE GRILL IRVINE CA		9.84
09/17	09/17	244273384LYJQLFXS	ALBERTSONS #6507 IRVINE CA		8.39
09/17	09/17	244273385LMA89T2H	MOTHER'S MARKET & K IRVINE CA		2.19
09/17	09/17	24431068505JSB36S	BRISTOL FARMS # 12 SAN DIEGO CA		2.24
09/17	09/17	244480085007J7N85	FOMODOFO CUCINA ITALIANA NEWPORT COAST CA		12.88
09/18	09/18	24224438630VVE24Z	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/18	09/18	2443106868AS19DJF	CHIPOTLE 1441 NEWPORT BEACH CA		10.02
09/19	09/19	24210738786QTIMEGV	THE VEGGIE GRILL IRVINE CA		9.84
09/19	09/19	24224438730VVOQSK	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/19	09/19	248830188FYWP894D	CALIFORNIA PIZZA 638 IRVINE CA		12.70
09/19	09/19	244273387LM7XP1K9	PANERA BREAD #4125 NEWPORT BEACH CA		3.78
09/20	09/20	24224438822YE1JBR	COFFEE BEAN STORE IRVINE CA		3.95
09/20	09/20	244273388LM87GF8G	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.85
09/20	09/20	2476542884PF1LSYB	USO HOSPITALITY RETAIL FO LOS ANGELES CA		7.99
09/20	09/20	2476542884PF1MLGP	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
09/21	09/21	24224438930VW8Y8R	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/21	09/21	2430137883DWM89Y9	PAIN DU MONDE BALBOA BALBOA CA		11.80
09/21	09/21	244273388LYJAG48W	ALBERTSONS #6507 IRVINE CA		8.94
09/21	09/21	2449388888313PAP	HEN HOUSE GRILL IRVINE CA		10.78
09/21	09/21	24882168800KTVCXH	Amazon.com AMZN.COM/BILL WA		62.99
09/22	09/22	242107389A60QTIMEZ8	THE VEGGIE GRILL IRVINE CA		9.84
09/22	09/22	24316098AFYPM89EJ	SHELL OIL 67442729003 IRVINE CA		57.13
09/22	09/22	24323018AFVWV28F0	CALIFORNIA PIZZA 036 IRVINE CA		18.99
09/22	09/22	24427338A1LM893FRF	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.60
09/22	09/22	244273388LYJAKJ46	ALBERTSONS #6507 IRVINE CA		8.78
09/22	09/22	24493888883CEAPY	HEN HOUSE GRILL IRVINE CA		12.92
09/23	09/23	24210738A60QTMOR8	THE VEGGIE GRILL IRVINE CA		9.84
09/24	09/24	24210738Q60QTMFEW	THE VEGGIE GRILL IRVINE CA		11.28

Continued

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Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Purchases, Balance Transfers & Other Charges					
09/24	09/24	24431088Q8AS13D2A	CHIPOTLE 1441 NEWPORT BEACH CA		7.65
09/24	09/24	24761978Q61DK93RP	YOGURT LAND UCI IRVINE CA		3.47
09/25	09/25	24210738D60QTMF4H	THE VEGGIE GRILL IRVINE CA		11.74
09/25	09/25	24224438D2ZYW7CZ7	COFFEE BEAN STORE IRVINE CA		3.95
09/25	09/25	24427338DLM81KREHE	MOTHER'S MARKET & K IRVINE CA		2.74
09/25	09/25	24427338DLM81KROQ1	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.65
09/25	09/25	24427338DLM81KRF68	MOTHER'S KITCHEN-IRVIN IRVINE CA		1.25
09/26	09/26	24071058E4K9TBCQW	NATIVE FOODS - COSTA M COSTA MEGA CA		12.82
09/26	09/26	24427338DLYJ30GJB	MOTHER'S MARKET & K IRVINE CA		3.15
09/26	09/26	24431088E8AS13DPV	CHIPOTLE 1441 NEWPORT BEACH CA		9.59
09/26	09/26	24761978E61DK93RK	YOGURT LAND UCI IRVINE CA		1.42
09/27	09/27	24224438FZYDDEE4	COFFEE BEAN STORE IRVINE CA		3.85
09/27	09/27	24431058F0SJS6P8N	EINSTEIN BROS BAGELS2816 IRVINE CA		2.85
09/27	09/27	24765428F4E7QX181	USC POPOVICH LOS ANGELES CA		4.89
09/27	09/27	24765428F4E7QX181	USC HOSPITALITY RETAIL FO LOS ANGELES CA		11.48
09/28	09/28	24184078G8NFBFGNR	PAVILIONS STOR00019117 NEWPORT COAST CA		23.97
09/28	09/28	24210738G80QTMG5D	THE VEGGIE GRILL IRVINE CA		9.84
09/28	09/28	24224438G2ZYDHTK2	COFFEE BEAN STORE IRVINE CA		3.95
09/28	09/28	24427338FLYJ3MREX	MOTHER'S MARKET & K IRVINE CA		6.43
09/29	09/29	24316058HFYRLD3RX	SHELL OIL 67442723003 IRVINE CA		65.80
09/29	09/29	24427338GLYJ4CZV6	MOTHER'S KITCHEN-IRVIN IRVINE CA		8.85
09/29	09/29	24765428H4PHTNA6X	USC HOSPITALITY RETAIL FO LOS ANGELES CA		2.50
09/30	09/30	24184078IAAZKAT6S	STARBUCKS CORP00140186 NEWPORT BEACH CA		2.25
09/30	09/30	24316058JFYPMW24Y	SHELL OIL 67441695301 LAS VEGAS NV		71.25
09/30	09/30	24483888H8B30XKWE	HEN HOUSE GRILL IRVINE CA		10.76
09/30	09/30	24765428J4PJA169R	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.99
09/30	09/30	24765428J4PJA250H	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
09/30	09/30	24765428J4PJA231R	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.88
10/01	10/01	24472688K9R6G944H	EDDIEV'S WILD FISH NEWP NEWPORT BEACH CA		14.01
10/01	10/01	24482788K3DWMW8XN	DARYA RESTAURANT SANTAANA CA		79.76
10/01	10/01	24765428LMAE2PN5W	PELICAN HILL F B NEWPORT COAST CA		17.10
10/02	10/02	24055228K60MPV88P	SUFI MEDITERRANEAN CUISI SAN DIEGO CA		61.71
10/02	10/02	24184078K2LR7VHZ7	TARGET 80024653 SAN DIEGO CA		632.28
10/02	10/02	24210738L60QTMDS1	THE VEGGIE GRILL IRVINE CA		11.74
10/02	10/02	24273388L366M7P81	KOBA TOFU GRILL IRVINE CA		12.92
10/02	10/02	24316058LFYPB8X8P	SHELL OIL 67442719001 SAN DIEGO CA		34.81
10/02	10/02	24493888L5HWBQFSK	TRADER JOE'S #020 QPS LAJOLLA CA		39.89
10/02	10/02	24765428L5VPLBHD	USC TROJAN GROUNDS LOS ANGELES CA		6.27
10/03	10/03	24926888N0190E1LZ	LUFTHANSA 2208710086336 SAN JOSE CA NY		1,606.16
		10/05/11	ZANDIANJAZVGHOLAM		
		1 U A T	SAN DIEGO WASHINGTON		
		2 L H T	WASHINGTON FRANKFURT		
		3 L H T	FRANKFURT IKA		
		4 L H S	IKA FRANKFURT		
10/03	10/03	24210738M80QTM81N	THE VEGGIE GRILL IRVINE CA		11.74
10/03	10/03	24316058MFYR37R7G	SHELL OIL 67442728402 ENCINITAS CA		81.87
10/03	10/03	24427338LLYJ3GY4Z	MOTHER'S MARKET & K IRVINE CA		4.08
10/03	10/03	24427338LLYJ3H6Z0	MOTHER'S KITCHEN-IRVIN IRVINE CA		2.25
10/03	10/03	24431088M88XV94T	CHIPOTLE 0945 LOS ANGELES CA		3.88
10/03	10/03	24765428M4PJZZXQ	USC TROJAN GROUNDS LOS ANGELES CA		3.99
10/03	10/03	24765428M4PK02Q72	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.99
10/04	10/04	24184078N8NFBH81L	PAVILIONS STOR00019117 NEWPORT COAST CA		85.48
10/04	10/04	24210738N60QTMDFV	THE VEGGIE GRILL IRVINE CA		11.74
10/04	10/04	24316058NFYPYE6C8	SHELL OIL 67442723003 IRVINE CA		70.13
10/04	10/04	24431068N8B8XV7M5	CHIPOTLE 0945 LOS ANGELES CA		9.89
10/04	10/04	24765428N4PKYJRH9	USC HOSPITALITY RETAIL FO LOS ANGELES CA		4.45
10/05	10/05	24446008P2XEE7D68	WHOLESOME CHOICE MARKET IRVINE CA		2.61
10/05	10/05	24765428P4PKGTNGF	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.49
10/05	10/05	24038218RKCW302HPY	UNITED AIR 0184516712843 WASHINGTON DC		70.00
		10/06/11	JAZVGR		
		1 U A Y	XAA XAA		
10/05	10/05	24184078P1R2X0NNW	NATIONAL CAR RENTAL DULLES VA		25.66
10/06	10/06	24210738R60QTM83Q	THE VEGGIE GRILL IRVINE CA		11.74
10/07	10/07	24810438R63RZ1885	MARRIOTT 33718 DULLES ARP DULLES VA		216.65
10/07	10/07	24765428V4EANR5P2	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.99
10/07	10/07	24765428V4EANT08N	USC HOSPITALITY RETAIL FO LOS ANGELES CA		4.45
10/08	10/08	24210738S60QTM0XL	THE VEGGIE GRILL IRVINE CA		11.74
10/08	10/08	243160589FYR8Y830	SHELL OIL 67442723003 IRVINE CA		61.65
10/08	10/08	24765428V4EANP53S	USC HOSPITALITY RETAIL FO LOS ANGELES CA		7.68
10/09	10/09	24765428V4EANPN8E	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.99
10/10	10/10	24210738V80QTM8EX	THE VEGGIE GRILL IRVINE CA		11.74
TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD					\$4,446.18

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD	\$0.00
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WELLS FARGO

VISA

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Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Interest Charged					
			INTEREST CHARGE ON PURCHASES		0.00
			INTEREST CHARGE ON CASH ADVANCES		0.00
TOTAL INTEREST CHARGED FOR THIS PERIOD					00.00

2011 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2011	\$8.05
TOTAL INTEREST CHARGED IN 2011	\$21.85

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.85%	\$0.00	32	\$0.00
CASH ADVANCES	23.85%	\$0.00	32	\$0.00



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Ending in 7470
10/12/2011 to 11/10/2011

Balance Summary

Previous Balance	\$1,873.14
- Payments	\$2,000.00
- Other Credits	\$7.63
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$1,954.91
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,820.52
Total Credit Limit	\$2,000

24-Hour Customer Service: 1-800-842-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2265
 Outside the US Call Collect: 1-825-825-7600
 Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50308-0347

Total Available Credit \$1,089

Payment Information

New Balance	\$1,820.52
Minimum Payment	\$19.00
Payment Due Date	12/05/2011

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

Late Payment Warning: If we do not receive your Minimum Payment by 12/05/2011, you may have to pay a late fee up to \$35.

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

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	13 years	\$3,478
\$93	3 years	\$2,261 (Savings of \$1,217)

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/c/ncap/ccde/cc_approved.htm or call 1-877-285-2108.

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	33,465
Points Earned:	1,948
Earn More Miles® Bonus Points:	0
Total Available Points:	35,413

We offer more rewards choices so you can choose a reward that suits your style. You'll find gift cards, cash rewards, travel, merchandise and even charitable contributions.
 Track your points balance or get more information at www.WellsFargoRewards.com or by calling 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
11/02	11/02	74485429K0A8FBH21	ONLINE PAYMENT	1,000.00	
11/03	11/03	74465428L0A8H33WD	ONLINE PAYMENT	1,000.00	
TOTAL PAYMENTS FOR THIS PERIOD				\$2,000.00	
Other Credits					
10/10	10/10	7407105044K97LY2	FRESH! - THE BLUFFS NEWPORT BEACH CA	7.63	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$7.63	

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 YK3 1 7 6 11110 9 PAGE 1 of 4 10 5583 2000 2045 01055395

Detach and mail with check payable to Wells Fargo

Account Number 7470
 New Balance \$1,820.52
 Minimum Payment \$19.00
 Payment Due Date 12/05/2011

74707

YK3 4

Amount Enclosed



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

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



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

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

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

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

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

You do not have to pay any alleged Error amount while we are investigating, but you are still obligated to pay the parts of your bill that are not part of the alleged Error amount. While we investigate, we cannot report you as delinquent or take any action to collect the alleged Error amount. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you believe is an Error. To stop the payment, your banking institution must notify us (not 60 business days before the automatic payment is scheduled) to occur.

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

Credit Information, NOTICE: We may furnish information about your account to consumer reporting agencies. You have the right to dispute the accuracy of information that we have reported by writing to us at P.O. Box 14817, Des Moines, IA 50306-0817 and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to an identity theft, you will need to provide us with an identity theft report.

Payments. "Controlling Payments" are payments mailed using the enclosed envelope and payment coupon in the payment address specified on the statement or, generally, made via the "Transfer" tab or "Make a Payment" link on the credit card Account Activity link at Wells Fargo Online Banking at www.wellsfargo.com. Controlling Payments received via mail by 4:00 p.m. will be credited as of the date of receipt. Delinquent Payments received after 4:00 p.m. will be credited as of the next day. Out-of-town for Controlling Payments made via our Web site will be processed at the time of the transaction. "Non-Controlling Payments" are payments made by any other means and may not receive credit for up to five days after the date of receipt. Non-Controlling payments include, but are not limited to, placing the prepaid envelope and payment coupon in another envelope.

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

Payment by Paper Less Than Account Balance Request: If you intend to pay your account in full with an amount less than the total owed on your account, you must send your request to us at: P.O. Box 621, Portland, OR 97204-0621. Such payments will not discharge your full bill.

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

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

Secured Accounts. For secured accounts, your credit card account is secured by a pledge of your Secured Card Collateral Account with Wells Fargo Bank, N.A., established in connection with your purchase of the card. You agree that the Secured Card Collateral Account will not be used to refund any cash or to make any other payment. Your Secured Card Collateral Account may be used to make any other payment, including interest, fees and costs which may accrue under your Secured Card account. You agree that if your Secured Card Collateral Account is closed for any reason, the bank may apply funds in the Secured Card Collateral Account to pay off any balance on the credit card account. If there are still funds remaining in the Collateral Account after closing, those funds may remain on deposit for up to 60 days before being returned to you.

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

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

INFORMACIÓN IMPORTANTE SOBRE SU CUENTA

Resumen de Derechos de Fideicomisión. Si cree que hay algún error en su estado de cuenta (un "Error"), o si necesita más información sobre una transacción que aparece en su estado de cuenta, por favor escríbanos en una hoja separada tan pronto como le sea posible, a la siguiente dirección: P.O. Box 622, Des Moines, IA 50306-0622. Debe presentarnos sus comentarios dentro de un plazo de 60 días de la fecha en la que nos envió el estado de cuenta en el que apareció el Error. Puede notificarnos con otros medios por escrito (incluyendo llamadas al número que aparece en el frente de su estado de cuenta) pero el hacerlo no preservará sus derechos.

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

- Su nombre y número de cuenta.
- La fecha y el monto ex decenas del Error del que sospecha.
- Una descripción del Error y la razón por la cual usted cree que es un Error. Si necesita más información, por favor describa el ítem del que no está seguro.

No tiene que pagar el monto del supuesto Error mientras se investigamos, pero será obligado a pagar las porciones del saldo de su cuenta que no forman parte del monto del supuesto Error. Mientras investigamos, no podemos reportar su cuenta de crédito por incumplimiento, ni tomar medidas para cobrar el monto del supuesto Error. Si nos ha autorizado a pagar su cuenta de crédito de crédito de manera automática desde su cuenta de cheques o de ahorros, puede suspender el pago por cualquier monto que sea que es un Error. Para suspender el pago, su institución por escrito debe notificarlos tres (3) días hábiles antes del día que está programado el pago automático.

Regla Especial para Compras con Tarjetas de Crédito: Si usted tiene algún problema con la calidad de los bienes o servicios que adquirió con una tarjeta de crédito, y ha intentado de buena fe resolver el problema con el comerciante, usted no puede tener que pagar el monto pendiente de los bienes o servicios. Usted tiene esta protección solamente si el precio de compra excedió a los \$50 y la compra fue realizada en el estado en el que reside o a una distancia no superior a 100 millas de su dirección postal, y siempre que no haya pagado el saldo del cargo en disputa. Si somos los propietarios o operadores de dicho comerciante, o si el comerciante por correo o mediante publicidad de los bienes o servicios, todas las compras están cubiertas, sin importar el monto o lugar de la compra.

Información de Crédito, AVISO: Podemos dar información sobre su cuenta a las agencias de informes sobre consumidores. Usted tiene el derecho a cuestionar la exactitud de la información reportada por nosotros si escribe a la siguiente dirección: P.O. Box 14817, Des Moines, IA 50306-0817. En su carta, deberá describir la información reportada que sea incorrecta o en disputa, y proporcionar cualquier copia de documentación de respaldo. Si consideramos que su carta de información relacionada con el robo de identidad, deberá suministrar una denuncia de robo de identidad correspondiente.

Pagos. Los "Pagos en Controladas" son pagos enviados con el sobre adjunto y talón de pago a la dirección de pago especificada en el estado de cuenta o en general a través de la ficha "Transferir" (también disponible en inglés) o "Hacer un Pago" en la Web Account Activity. Los depósitos en controladas en línea de los servicios disponibles por Internet de Wells Fargo en www.wellsfargo.com. Los Pagos en Controladas recibidos por correo a más tardar a las 4 p.m. serán acreditados a la fecha de su pago. Los Pagos en Controladas recibidos después de las 4 p.m. serán acreditados al día siguiente. Los honorarios de línea para Pagos en Controladas realizados a través de estados de Web están reducidos al momento de la transacción. Los "Pagos en Imprevedibles" son pagos efectuados por cualquier otro medio y en posición que no recibirá crédito durante hasta 5 días después de la fecha de recibo. Los Pagos en Imprevedibles incluyen, sin limitación, poner el sobre programado por estado de pago en otro sobre.

Antes de Hacer Conversión de Cheques Electrónicos. Al proporcionar un cheque como forma de pago, usted nos da su autorización para utilizar la información de su cheque a fin de realizar una sola transferencia electrónica de su cuenta o procesar el pago como una transacción de cheque. Cuando nos envíe un cheque para realizar una transferencia electrónica de fondos, los fondos podrán ser retirados de su cuenta los días hábiles antes del día que nos recibimos su pago, y su institución financiera no le regresará el cheque.

Pago por Carta un Monto Inferior al Saldo de la Cuenta. Si usted desea pagar la totalidad del saldo de su cuenta por un monto inferior al monto total adeudado en su cuenta, deberá enviarnos su solicitud a la siguiente dirección: P.O. Box 621, Portland, OR 97204-0621. Dichos pagos no exonerarán la totalidad de su deuda.

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

Cómo Evitar Pagar Intereses sobre Compras. La Fecha de Vencimiento del Pago es al menos 25 días después del cierre de cada período de facturación. No cargaremos intereses sobre las compras si usted paga la totalidad de su saldo a más tardar en la fecha de vencimiento de cada mes. Comenzaremos a cobrar intereses sobre adeudos no pagados y transferencias de saldo a la fecha de vencimiento.

Cuentas Garantizadas. Para Cuentas Garantizadas, su cuenta de tarjeta de crédito está garantizada por la entrega en garantía de su Cuenta Colateral de la Tarjeta Garantizada de Wells Fargo Bank, N.A., establecida en relación con su solicitud de la tarjeta. Usted asume un riesgo de crédito cuando se trata de la tarjeta de crédito garantizada, a ser cancelada en caso de que dicho evento sea determinado por el banco, por cualquier motivo. Esta garantía no protege contra el riesgo de fraude ni otros riesgos que usted asume, incluidos los intereses, costas y gastos que pueden acumularse bajo su Cuenta de Tarjeta de Crédito Garantizada. Usted está de acuerdo en que si su Cuenta de Tarjeta de Crédito Garantizada es elegible por cualquier razón, el banco podrá aplicar los honorarios pendientes en la Cuenta Colateral de la Tarjeta Garantizada para pagar cualquier saldo en la cuenta de tarjeta de crédito. El depósito de fondo aún quedará sujeto en la Cuenta Colateral, dichos fondos podrán permanecer en depósito durante hasta 60 días antes de que sean remitidos a usted.

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

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

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Change of Address Form - If your address has changed, provide your complete new address below. Be sure to check box on reverse side of coupon and enclose in the envelope provided. Please use this section only for address changes. If you have any questions, please call the toll-free customer service number on the front of this statement.
Formulario de Cambio de Dirección - Si su dirección ha cambiado, proporcione su nueva dirección completa abajo. Asegúrese de incluir en el sobre el cupón y adjuntarlo en el sobre anexo. Por favor use esta sección solamente para cambios de dirección. Si tiene preguntas, por favor llame al número de Servicio al Cliente al frente de este estado de cuenta.

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

WELLS FARGO



VISA

Account Number
Statement Billing Period
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Ending In 7470
10/12/2011 to 11/10/2011

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Purchases, Balance Transfers & Other Charges					
10/10	10/12	24765428WHEB88EB9	USO HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/10	10/12	24765428WHEB88QMPG	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.96
10/11	10/12	24210738X60CTMDTN	THE VEGGIE GRILL IRVINE CA		11.74
10/11	10/12	24765428X4EBHEDW3	USO HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/12	10/12	24071068X4K8QEPVX	FRESHII - THE BLUFFS NEWPORT BEACH CA		7.53
10/12	10/12	24071068X4K8QEL9Z	FRESHII - THE BLUFFS NEWPORT BEACH CA		15.99
10/12	10/12	24210738Y60QTMESA	THE VEGGIE GRILL IRVINE CA		11.74
10/12	10/12	24765428Y4PMKFSN6	USO HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/19	10/19	24210738Z60QTMDBR	THE VEGGIE GRILL IRVINE CA		11.74
10/13	10/13	24427338LYJ4DV19	MOTHER'S MARKET & K IRVINE CA		17.03
10/13	10/13	24765428Z4PMYPsAX	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.96
10/14	10/14	2407106914K99E1NY	JAVIER'S CRYSTAL OOVE NEWPORT COAST CA		18.00
10/14	10/14	24164078ZVSDWZF250	AMC TUSTIN 14 01004274 TUSTIN CA		9.00
10/14	10/14	24224439030W1DG4R	COFFEE BEAN STORE LOS ANGELES CA		4.46
10/14	10/14	243160890FYTKW0VX	SHELL OIL 67442723003 IRVINE CA		70.67
10/14	10/14	24427338ZLYJ63P10	MOTHER'S MARKET & K IRVINE CA		2.04
10/14	10/14	24427338ZLYJ640WV	MOTHER'S KITCHEN-IRVIN IRVINE CA		2.25
10/14	10/14	244310690888XV4FR	CHIPOTLE 0946 LOS ANGELES CA		8.88
10/15	10/15	24210739160QTMESL	THE VEGGIE GRILL IRVINE CA		11.74
10/16	10/16	24210738260QTMESR	THE VEGGIE GRILL IRVINE CA		11.74
10/16	10/16	244273382LM7ZKXKV	H MART IRVINE IRVINE CA		9.38
10/16	10/16	244273382LM81XWN8	SPROUTS FARMERS MAR IRVINE CA		123.92
10/17	10/17	24210738360QTMFDW	THE VEGGIE GRILL IRVINE CA		11.74
10/17	10/17	243912183802AEXAB	UCI PARKING OPT IRVINE CA		6.00
10/17	10/17	2448278933DWMAMP2E	THE SPORTS OLIUBLA CO IRVINE CA		65.32
10/18	10/18	24210739480QTMDDQ	THE VEGGIE GRILL IRVINE CA		11.74
10/18	10/18	2476542844EDKAYJF	USO HOSPITALITY RETAIL FO LOS ANGELES CA		5.99
10/18	10/18	2476542844EDKQ6MB	USO HOSPITALITY RETAIL FO LOS ANGELES CA		4.46
10/19	10/19	24028869D0123NX7B	LUFTHANSA 2208710085560 SAN JOSE CA NY		260.00
		11/13/11	ZANDIANJAZIGHOLAM		
		1 LH S	FRANKFURT		
		2 LH S	FRANKFURT PARIS		
		3 UAT	PARIS WASHINGTON		
		4 UAT	WASHINGTON SAN DIEGO		
10/19	10/19	2418407958NFBMTK2	PAVILIONS STOR00018117 NEWPORT COAST CA		50.47
10/19	10/19	24210739660QTMEDJ	THE VEGGIE GRILL IRVINE CA		15.17
10/19	10/19	24270749402XVJ2E9	RGN FAUL 2012 PEO 879-2851998 TX		20.12
10/19	10/19	2471705985GYWRTW1Q	AGENT FEE 8900681052398 OYRUS TRAVEL CA		25.00
		10/19/11	ZANDIANJAZIGHO		
		1 XD Y	XAO		
10/20	10/20	24210739660QTMEDW1	THE VEGGIE GRILL IRVINE CA		11.74
10/20	10/20	2476542864EDSYD6E	CITY OF LA DOT PVB BPHW 886-5819742 CA		60.00
10/20	10/20	2476542864FR21STT	USO HOSPITALITY RETAIL FO LOS ANGELES CA		4.46
10/21	10/21	242408519780T2JMM1	COLDSTONE #1588 LOS ANGELES CA		4.98
10/21	10/21	243160897FYTKVXH9	SHELL OIL 67442723003 IRVINE CA		69.38
10/21	10/21	2476542894EEW7VRZ	USO HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/22	10/22	24210739880QTMEDS	THE VEGGIE GRILL IRVINE CA		11.74
10/23	10/23	24210739A60QTMEDXY	THE VEGGIE GRILL IRVINE CA		14.17
10/23	10/23	24224439930VPRJ72Y	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
10/23	10/23	248921698006H4SV1	CALIFORNIA PIZZA 036 IRVINE CA		18.69
10/24	10/24	24210739A60QTMEDS	THE VEGGIE GRILL IRVINE CA		14.17
10/24	10/24	243999009ABYK5E2PF	PAYLESSHOESOU00051089 IRVINE CA		19.38
10/24	10/24	244273389LYJ38M6Z	MOTHER'S MARKET & K IRVINE CA		4.19
10/24	10/24	24692169800Q6NHS	CALIFORNIA PIZZA 036 IRVINE CA		12.00
10/25	10/25	24184079BAAXDZYXK	STARBUCK8 CORP00140085 IRVINE CA		2.25
10/25	10/25	244273384LYJ3QPQV	MOTHER'S MARKET & K IRVINE CA		4.38
10/25	10/25	24692169A00K3NV7	CALIFORNIA PIZZA 036 IRVINE CA		12.93
10/25	10/25	24765428B4EFPMLXL	USO HOSPITALITY RETAIL FO LOS ANGELES CA		5.99
10/25	10/25	24765428B4EFPMLZ2	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
10/25	10/25	24765428B4EFPMLX2	USO HOSPITALITY RETAIL FO LOS ANGELES CA		8.88
10/25	10/25	24210739C60QTMEDZ	THE VEGGIE GRILL IRVINE CA		11.74
10/25	10/25	24210739C60QTMEDZ	THE VEGGIE GRILL IRVINE CA		11.74
10/25	10/25	24361789B8AVPY2S8	GODADDY.COM 480-6988955 AZ		20.16
10/25	10/25	24427338QLM89YPA4	SPROUTS FARMERS MAR COSTA MESA CA		104.62
10/25	10/25	24692169B00X9QV88	COX'OR CO COM PHSV 849-240-1212 CA		108.82
10/27	10/27	24210739D80QTMG8A	THE VEGGIE GRILL IRVINE CA		11.74
10/27	10/27	24316089DFYROP4Q5	SHELL OIL 67442723003 IRVINE CA		60.15
10/27	10/27	24765428D4F9S4LWHG	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
10/28	10/28	24210739E80QTMEDL	THE VEGGIE GRILL IRVINE CA		11.74
10/28	10/28	24224439F30VVD26T	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
10/30	10/30	24184079G8NFB8TMV	PAVILIONS STOR00018117 NEWPORT COAST CA		21.27
10/30	10/30	24210739G80QTMEDGW	THE VEGGIE GRILL IRVINE CA		11.74
10/30	10/30	24791879C80FP7H9E	YOGURT LAND DIAMOND JAMBO IRVINE CA		4.42
10/31	10/31	24046039G80723J58	CHEVRON 0099716 SANTA MONICA CA		88.22
10/31	10/31	24224439H30VMZP6L	TENDER GREENS - SA SANTA MONICA CA		22.94
10/31	10/31	24224439H30VMZFEK	COFFEE BEAN STORE SANTA MONICA CA		3.95
10/31	10/31	24427338GLYJ3VFXE	MOTHER'S KITCHEN-IRVIN IRVINE CA		12.85
10/31	10/31	24445009H4F9WZBXL	FEDEX OFFICE #0689 IRVINE CA		8.88
10/31	10/31	24812399H388KWS8M	CITY OF SM PARKING SANTA MONICA CA		2.00
11/01	11/01	24427338HLYJ3G8ZB	MOTHER'S KITCHEN-IRVIN IRVINE CA		13.54
11/01	11/01	24431069H388XV7RW	CHIPOTLE 0946 LOS ANGELES CA		8.88

Continued

WELLS FARGO



VISA

Account Number
Statement Billing Period
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Ending In 7470
10/12/2011 to 11/10/2011

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Purchases, Balance Transfers & Other Charges					
11/01	11/01	24446009H2XDQW63P	SPORTS OLLIB-IRVINE-C #025049-075-8400 CA		136.00
11/01	11/01	24766429J4PVMH1P1	USO HOSPITALITY RETAIL FO LOS ANGELES CA		8.95
11/02	11/02	24223699NLEL6W1XH	KARAOON.COM LLC 212-316-1818 NY		46.46
11/02	11/02	24210739K60QTMZ7	THE VEGGIE GRILL IRVINE CA		11.74
11/02	11/02	24493989K6HWFE3VY	TRADER JOE'S #111 QPS IRVINE CA		16.88
11/02	11/02	24765428J615V3SXY	USO CASHIERS OFFICE LOS ANGELES CA		26.00
11/03	11/03	24210739L60QTMFJH	THE VEGGIE GRILL IRVINE CA		12.07
11/03	11/03	24249518L60T2JMMY	COLDSTONE #1688 LOS ANGELES CA		4.88
11/03	11/03	24992169K00TLXNZZ	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		12.95
11/04	11/04	24210739M60QTMFYT	THE VEGGIE GRILL IRVINE CA		11.74
11/04	11/04	24224436M30VW8ETL	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
11/05	11/05	24193049NS66H648K	GLENDON RESTAURANTS LOS ANGELES CA		5.44
TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD					\$1,864.81

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD	\$0.00
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Interest Charged

INTEREST CHARGE ON PURCHASES	0.00
INTEREST CHARGE ON CASH ADVANCES	0.00
TOTAL INTEREST CHARGED FOR THIS PERIOD	\$0.00

2011 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2011	\$6.05
TOTAL INTEREST CHARGED IN 2011	\$21.85

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.85%	\$0.00	30	\$0.00
CASH ADVANCES	23.99%	\$0.00	30	\$0.00

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Shop the *Earn More Mall*[®] site and earn bonus rewards points for virtually all your purchases

Finding the perfect gift is good. Getting rewarded for buying it is even better. As a *Wells Fargo Rewards*[®] cardholder, you can earn up to 16 bonus points per \$1 spent in net purchases (purchases minus returns/credits) at more than 700 online and in-store merchants. That's on top of the regular points earned.¹

For those "hard to shop for" people on your list, choose from over 100 Gift Cards and enjoy free shipping and gift messaging, too. The *Earn More Mall* site has hundreds of discounts and free shipping offers.

Don't miss out on special and limited-time offers available at your favorite retailers.² Simply sign up for the *Earn More Mall* newsletter by indicating your email preferences at EarnMoreMall.com.

BARNES & NOBLE

Free shipping on orders of \$25 or more.
Plus 5 bonus points/\$1

OLD NAVY

Everyday free shipping on orders over \$50.
Plus 3 bonus points/\$1

sears

Extra \$5 off Sears.com orders of \$50 or more.
Plus 3 bonus points/\$1

priceline.com

Save up to \$150 with flight and rental car package.
Plus 2 bonus points/\$1

Harry & David

Save 20% off gourmet items.
Plus 6 bonus points/\$1

magazines.com

Magazines make great gifts. Save \$5 on your purchase.
Plus 25 bonus points/\$1

BEST BUY

Save time and money: Shop online and choose in-store pickup at BestBuy.com.
Plus 1 bonus point/\$1

SEPHORA

Free shipping on your order of \$50 or more. Plus, get 3 free samples with every order.
Plus 5 bonus points/\$1

Target.com

Over 500,000 items ship free when you spend \$50 or more.
Plus 3 bonus points/\$1

Get rewarded — shop the *Earn More Mall* site today.

¹Bonus points are earned on net purchases (purchases minus returns/credits) only.

²Merchants and offers are subject to change. Visit the *Earn More Mall* site at EarnMoreMall.com for specific terms and conditions including those associated with each merchant offer.

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Exhibit 11

Exhibit 11

Property Account Inquiry - Summary Screen

New Search	Recorder	Treasurer	Assessor	Clark County Home
------------	----------	-----------	----------	-------------------

Parcel ID	071-02-000-005	Tax Year	2014	District	826	Rate	2.5267
-----------	----------------	----------	------	----------	-----	------	--------

Site Address	UNASSIGNED SITUS MOAPA VALLEY
--------------	-------------------------------

Legal Description	ASSESSOR DESCRIPTION: PT NE4 NE4 SEC 02 16 68GEOID: PT NE4 NE4 SEC 02 16 68
-------------------	---

Status	Property Characteristics	Property Values	Property Documents
Active	Tax Cap Increase Pct. 4.2	Land 3500	2005041904639 4/19/2005
Taxable	Tax Cap Limit Amount 92.14	Total Assessed Value 3500	00011401051 1/14/2000
	Tax Cap Reduction 0.00	Net Assessed Value 3500	
	Land Use 0-00: VACANT	Exemption Value New Construction 0	
	Cap Type Other	New Construction - Supp Value 0	
	Acreage 10.00		
	Supplemental Tax 0.00		

Role	Name	Address	Since	To
Owner	ZANDIAN REZA	8775 COSTA VERDE #501, SAN DIEGO, CA 92122-5343 UNITED STATES	8/18/2007	Current

Summary	
Item	Amount
Taxes as Assessed	\$88.43
Less Cap Reduction	\$0.00
Net Taxes	\$88.43

PAST AND CURRENT CHARGES DUE TODAY		
Tax Year	Charge Category	Amount Due Today
THERE IS NO PAST OR CURRENT AMOUNT DUE as of 12/31/2013		\$0.00

NEXT INSTALLMENT AMOUNTS		
Tax Year	Charge Category	Installment Amount Due
THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 12/31/2013		

TOTAL AMOUNTS DUE FOR THE ENTIRE TAX YEAR		
Tax Year	Charge Category	Remaining Balance Due
THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR as of 12/31/2013		

PAYMENT HISTORY	
Last Payment Amount	\$96.39
Last Payment Date	11/4/2013
Payment Method	\$96.39
Payment Due Date	\$88.43

12/31/13

Accend Web Inquiry Summary Page

Current Calendar Year Payments

\$96.39

Exhibit 12

Exhibit 12

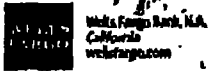
G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-8340

115
18-34/1820 4794
7001005420

11/25/2012 Date

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

Twenty Five 00/100 Dollars



For optima technology Corp.

5920 00115 0000002500

BANK OF AMERICA NA SFC
1228886614 12/13/12

675 30

12-015911

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

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

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

131

10-24/1220-4784
7041509820

11/24/2013

Pay to the
Order of

United States Treasury

\$ 58⁸⁰

Fifty Eight 80/100

Dollars



Wells Fargo Bank, N.A.
California
Wells Fargo

For Optima Technology Corp

5920 00131 0000005880

① 02 070 061 037 98 3 330391754
0111 00 901212 0304
000202190398 03051305R030413

AGREEMENT TO PRINT AND/OR REPRODUCE THIS CHECK IS LIMITED TO THE ORIGINAL CHECK AND ANY CHECKS THEREFROM. ANY OTHER REPRODUCTION IS STRICTLY PROHIBITED. THE USER OF THIS CHECK IS AGREEING TO PRINT AND/OR REPRODUCE THIS CHECK IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. THE USER OF THIS CHECK IS AGREEING TO PRINT AND/OR REPRODUCE THIS CHECK IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

REQUEST 00005530894000000 58.80
ROLL BCIA 20130305 000008819647227
JOB BCIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

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

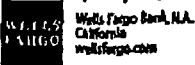
133

16-24/1220 4784
7001505920

1/24/2013 Date

Pay to the Order of Employment Development Department \$ 46.25

Forty six 25/100 Dollars



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

For Optima Technology Corp

5920 00133 0000004625

022713-9211-0004 00011 022713-9211-0004
022713-9211-43-0004-00 04-FORDEPCASTOEDD-012

WELLS FARGO BANK NA FRE
20130227 EQ22 PKT 04
1221-0527-84
1011673359

REQUEST 0000553089400000 46.25
ROLL BCIA 20130227 000001011673359
JOB BCIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NILOOFAR F ZANDIAN
8775 COSTA VERDE BLVD APT 217
SAN DIEGO, CA 92122-5840

130

16-24/1220 4794
7001605920

1/24/2013 Date

Pay to the Order of Internal Revenue Service \$ 166²⁵

One Hundred Sixty six ²⁵/₁₀₀ Dollars



For Optima Technology Corp. (CA)

5920 00130 0000016625

92 1 70 064 090 13 3 330991754
OPTI 01 201212 0304
000202580020 03051307R030413

REQUEST 0000553089400000 166.25
ROLL BCIA 20130305 000008819647067
JOB BCIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

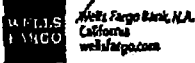
G REZA ZAN
NILOOFAR F
8775 COSTA VER
LEVO APT 217
SAN DIEGO, CA 92122-5340

134
16-24/1220 4784
7091505820

2/24/2013 Date

Pay to the Order of Employment Development Dpt. \$ 49⁶⁴

Ferty Nine ⁶⁴/₁₀₀ Dollars



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

[Handwritten Signature]

For Optima Technology Corp

5920 00134 00000004964

022713-3136-0136 00002 022713-3136-0136
022713-3136-42-0136-00-04-FORDEP ZANDIA 0136
ZANDIA 0136

WELLS FARGO BANK NO FEE
20136227 EQ22 PKT 04
1221-0527-84
1011673229

REQUEST 00005530894000000 49.64
ROLL ECIA 20130227 000001011673229
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

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

158

18-24/1220 4784
7001505920

02/24/2013
Date

Pay to the
Order of

Internal Revenue Service

\$ 26.18

Twenty six 11/100

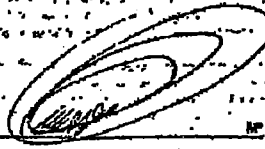
Dollars



Wells Fargo Bank N.A.
California
wellsfargo.com

For

Optima Technology Corp.

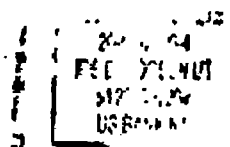


3920 00158 0000002618

california

022813

W229117e59e3319367e0133e391754
201209 02282013



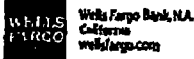
REQUEST 00005530894000000 26.18
ROLL ECIA 20130228 000008510685579
JOB ECIA P ACCT 1140007091505920
REQUESTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

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

165
16-24/1229 4784
7001605820

June 30. 13 ^{Date}
Department
Pay to the Order of Employment Development \$ 39.71
thirty nine and 71/100 Dollars



For 33-0391754

5920 00165 0000003971

076813-3241-99-0058-00-04 FORDEPCASTEDD-012
076813-3241-99-0058-00-04

WELLS FARGO BANK NA FRE
20130708 E0034 PXT 04
1221-0527-84
0000000000

REQUEST 00005530894000000 39.71
ROLL BCIA 20130708 000001014351693
JOB BCIA P ACCT 1140007091505920
REQUSTOR A568055
7513983 10/28/2013


Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

G REZA ZANDIAN JAZI
NELOOFAR F ZANDIAN
 8775 COSTA VERDE BLVD APT 217
 SAN DIEGO, CA 92122-5840

164
 18-24/1220 4784
 7001566820

June 30 13 Date

Pay to the Order of United States Treasury \$ 195.96
One hundred ninety five and 96/100 Dollars

 Wells Fargo Bank, N.A.
 Customers well Fargo.com

For 33-0391754

5920 0016 0000019596

92 1 70 193 050 92 3 338391754
 0711 01 201303 0711
 000728360185 07121301R071113

REQUEST 0000553089400000 195.96
 ROLL ECIA 20130712 000008118473052
 JOB ECIA P ACCT 1140007091505920
 REQUESTOR A568055
 7513983 10/28/2013

Subpoena Processing Chandler
 S3928-020
 Phoenix AZ 85038

Exhibit 13

Exhibit 13

G. REZA ZANDIAN JAZI
P.O. BOX 827674
SAN DIEGO, CA 92192-7674

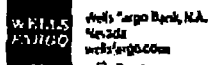
2003

94-7074/3212 282
2508952484

March/31/11 Date

Pay to the Order of John Peter Lee ESQ \$ 2500.⁰⁰

Two thousand five hundred Dollars



Wells Fargo Bank, N.A.
Member FDIC
www.wellsfargo.com

122.50 NP
2377.50 FP

For Zandian V. Margolin

⑆00005250000⑆ 02020 2484

APR -5 AM 1

BANK OF AMERICA, N.A. LMC
1220006614 E6900 94 P85
04/05/11

0002
FOR DEPOSIT ONLY
BANK OF AMERICA, NEVADA
122A00721
JOHN PETER LEE
ATTORNEY AT LAW
TRUST ACCOUNT
913432846

REQUST 0000553088000000 2500.00
ROLL BCIA 20110405 000008817287505
JOB ECIA P ACCT 8250002508952484
REQUSTOR A568055
7513983 10/28/2013

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

1/13/14

1 Case No. 09 0C 00579 1B

REC'D & FILED

2 Dept. No. I

2014 JAN 13 PM 4:16

3

ALAN GLOVER

4

~~C. Cooper~~ CLERK

5

In The First Judicial District Court of the State of Nevada

6

In and for Carson City

7

JED MARGOLIN, an individual,

8

Plaintiff,

9

vs.

10

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
DEBTOR EXAMINATION AND
TO PRODUCE DOCUMENTS**

11

OPTIMA TECHNOLOGY CORPORATION,

12

a California corporation, OPTIMA

13

TECHNOLOGY CORPORATION, a Nevada

14

corporation, REZA ZANDIAN

15

aka GOLAMREZA ZANDIANJAZI

16

aka GHOLAM REZA ZANDIAN

17

aka REZA JAZI aka J. REZA JAZI

18

aka G. REZA JAZI aka GHONONREZA

19

ZANDIAN JAZI, an individual, DOE Companies

20

1-10, DOE Corporations 11-20, and DOE

21

Individuals 21-30,

22

Defendants.

23

24

This matter comes before the Court on Plaintiff JED MARGOLIN's Motion for Debtor

25

Examination and to Produce Documents, filed on December 11, 2013.

26

27

The Court finds that Defendants have not opposed the Motion for Debtor Examination

28

and to Produce Documents. The non-opposition by Defendants to Plaintiff's Motion constitutes

29

a consent to the granting of the motion.

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31

The Court finds good cause exists to grant Plaintiff's Motion for Debtor Examination

32

and to Produce Documents.

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44

1 NOW, THEREFORE, IT HEREBY IS ORDERED as follows:

2 1. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
3 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
4 GHONONREZA ZANDIAN JAZI is hereby ordered to appear before the Court and answer
5 upon oath or affirmation concerning Defendant's property at a Judgment Debtor Examination
6 under the authority of a Judge of the Court on the following date February 11, 2014 @ 9:00^{am}; and,

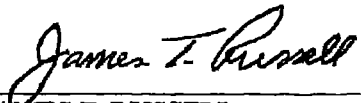
7 2. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
8 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
9 GHONONREZA ZANDIAN JAZI is hereby ordered to produce to Mr. Margolin's counsel at
10 least one week prior to the Judgment Debtor Examination, so that counsel may effectively
11 review and question Zandian regarding the documents, all information and documents
12 identifying, related to, and/or comprising the following:

- 13
- 14 a. Any and all information and documentation identifying real property, computers,
15 cell phones, intellectual property, vehicles, brokerage accounts, bank deposits and
16 all other assets that may be available for execution to satisfy the Judgment entered
17 by the Court, including, but not limited to, information relating to financial
18 accounts, monies owed to Zandian by others, etc.
 - 19 b. Documents sufficient to show Zandian's balance sheet for each month for the years
20 2007 to the present.
 - 21 c. Documents sufficient to show Zandian's gross revenues for each month for the
22 years 2007 to the present.
 - 23 d. Documents sufficient to show Zandian's costs and expenses for each month for the
24 years 2007 to the present.
 - 25 e. All tax returns filed by Zandian with any governmental body for the years 2007 to
26 the present, including all schedules, W-2's and 1099's.
 - 27
 - 28

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- f. All of Zandian's accounting records, computerized electronic and/or printed on paper format for the years 2007 to the present.
- g. All of Zandian's statements, cancelled checks and related banking documents for any bank, brokerage or other financial account at least partially controlled by Zandian, or recorded in the name of Zandian or for Zandian's benefit, for the years 2007 to the present.
- h. All of Zandian's checkbooks, checkbook stubs and checkbook entries for the years 2007 to the present.
- i. Documents sufficient to show the means and source of payment of Zandian's current residence and any other residence for the years 2007 to the present.
- 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.

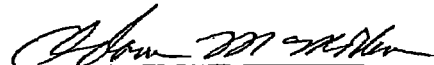
DATED: This 13th day of January, 2014.



 JAMES T. RUSSELL
 DISTRICT COURT JUDGE

Respectfully submitted by,

WATSON ROUNDS, P.C.

By: 
 Adam P. McMillen, Esquire
 Nevada Bar No. 10678
 5371 Kietzke Lane
 Reno, NV 89511
 Telephone: (775) 324-4100
 Facsimile: (775) 333-8171
 Email: amcmillen@watsonrounds.com
 Attorney for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, *Proposed Order Granting Motion for Debtor*
5 *Examination and for Production of Documents*, addressed as follows:

6 Geoffrey W. Hawkins, Esquire
7 Johnathon Fayeghi, Esquire
8 Hawkins Melendrez, P.C.
9 9555 Hillwood Drive, Suite 150
10 Las Vegas, Nevada 89134

11 Alborz Zandian
12 9 Almazora
13 Newport Beach, CA 92657-1613

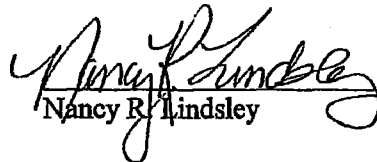
14 Optima Technology Corp.
15 A California corporation
16 8401 Bonita Downs Road
17 Fair Oaks, CA 95628

18 Optima Technology Corp.
19 A Nevada corporation
20 8401 Bonita Downs Road
21 Fair Oaks, CA 95628

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


26 Optima Technology Corp.
27 A Nevada corporation
28 8775 Costa Verde Blvd. #501
San Diego, CA 92122

Dated: January 9th, 2014


Nancy R. Lindsley

ORIGINAL

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

REC'D & FILED ✓
2014 JAN 17 PM 3:05
ALAN GLOVER
BY  CLERK
DEPUTY

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

10 JED MARGOLIN, an individual,
11 Plaintiff,

12 vs.

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

20 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**OPPOSITION TO MOTION FOR
STAY OF PROCEEDINGS TO
ENFORCE JUDGMENT
PURSUANT TO NRCP 62(B)**

21 Zandian's Motion for Stay of Proceedings to Enforce Judgment Pursuant to NRCP
22 62(B) is solely based upon the fact that his Motion to Set Aside Default Judgment, filed on
23 December 20, 2013, is currently pending and he would have to post a bond. Zandian requests
24 the Court stay the enforcement of the judgment against him until such time as the Court
25 renders a decision on the pending Motion to Set Aside Default Judgment.

26 However, there is no basis to set aside the default judgment, the requested stay should
27 be denied, and execution efforts, including the debtor's examination scheduled for February
28 11, 2014, should proceed forward. *See* Opposition to Set Aside Default Judgment, filed herein

1 on 1/9/14; Order Granting Plaintiff's Motion for Debtor Examination and to Produce
2 Documents, dated 1/13/14. At the very least, if a stay is granted – which it should not be – a
3 bond should be required to protect Mr. Margolin's interests, especially considering the fact
4 that Zandian has consistently and intentionally evaded his responsibilities related to this
5 matter. Zandian's latest attempts to set aside the judgment and stay proceedings are just more
6 evidence of Zandian's desire to avoid this proceeding or drag it out unnecessarily.

7 **I. The Court Enjoys Wide Discretion Under NRCP 62(b)**

8 "In its discretion...the court may stay the execution of or any proceedings to enforce a
9 judgment..." NRCP 62(b). Zandian has provided no credible basis for setting aside the
10 default judgment. *See* Opposition to Set Aside Default Judgment, filed herein on 1/9/14.

11 Zandian's only justification for the requested stay is the pending motion to set aside the default
12 judgment and his potential financial burden in posting a bond. *See* Motion for Stay, dated
13 12/30/13. Since there is no credible basis for setting aside the default judgment and any
14 financial burden has been caused by his actions and inactions, there is no justification for the
15 requested stay, and the requested stay should be denied.

16
17 **II. NRCP 62(b) Allows The Court To Require Security**

18 "In its discretion and on such conditions for the security of the adverse party as are
19 proper, the court may stay the execution of or any proceedings to enforce a judgment..."

20 NRCP 62(b). Therefore, Rule 62(b) allows the Court to require a bond if a stay is granted
21 pending determination of a post-trial motion.

22 Zandian has proved to be purposely evasive. *See* Opposition to Set Aside Default
23 Judgment, filed herein on 1/9/14; *see also previous motions filed herein*. Therefore, if a stay is
24 granted, Plaintiff respectfully requests Zandian be required to post a bond equal to the amount
25 of the judgment in order to protect the interests of Mr. Margolin. The fact that Zandian may
26 incur some expense in obtaining a bond should not weigh in his favor.
27
28


1 **III. Conclusion**

2 For the reasons stated above, Mr. Margolin respectfully requests that this Court deny
3 Mr. Zandian's motion to set aside the default judgment and deny the requested stay.

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

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

7 Dated this 16th day of January, 2014.

8 BY: 
9 Matthew D. Francis (6978)
10 Adam P. McMillen (10678)
11 WATSON ROUNDS
12 5371 Kietzke Lane
13 Reno, NV 89511
14 Telephone: 775-324-4100
15 Facsimile: 775-333-8171
16 Attorneys for Plaintiff Jed Margolin

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, **OPPOSITION TO MOTION FOR STAY OF**
5 **PROCEEDINGS TO ENFORCE JUDGMENT PURSUANT TO NRC 62(B)**, addressed
6 as follows:

7 Optima Technology Corp.
8 A California corporation
9 8401 Bonita Downs Road
Fair Oaks, CA 95628

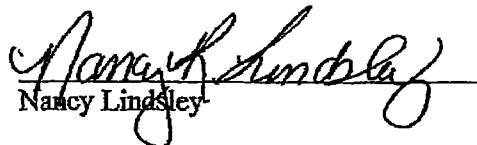
Optima Technology Corp.
A Nevada corporation
8775 Costa Verde Blvd. #501
San Diego, CA 92122

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

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

13 Optima Technology Corp.
14 A California corporation
15 8775 Costa Verde Blvd. #501
San Diego, CA 92122

16
17 Dated: January 16, 2014


Nancy Lindsley

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

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2014 JAN 17 PM 3:05
ALAN GLOVER
CLERK
DEPUTY

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

10 JED MARGOLIN, an individual,
11 Plaintiff,

Case No.: 090C00579 1B

12 vs.

Dept. No.: 1

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

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF'S MOTION
FOR DEBTOR EXAMINATION AND
TO PRODUCE DOCUMENTS**

20 Defendants.

21 TO: All parties:

22 **PLEASE TAKE NOTICE** that on January 13, 2014 the Court entered its Order
23 Granting Plaintiff's Motion for Debtor Examination and to Produce Documents. Attached as
24 Exhibit 1 is a true and correct copy of the Order Granting Plaintiff's Motion for Debtor
25 Examination and to Produce Documents.

26 **Affirmation Pursuant to NRS 239B.030**

27 The undersigned does hereby affirm that the preceding document does not contain the
28

1 social security number of any person.

2 DATED: January 16, 2014.

WATSON ROUNDS

3

4

By: *Adam P. McMillen*

5

Matthew D. Francis

6

Adam P. McMillen

7

Watson Rounds

8

5371 Kietzke Lane

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Reno, NV 89511

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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, NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION FOR DEBTOR EXAMINATION AND TO PRODUCE DOCUMENTS, addressed as follows:

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: This 16th day of January, 2014.

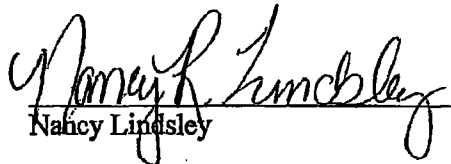

Nancy Lindsley

Exhibit 1

Exhibit 1

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

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ALAN GLOVER
~~C. GLOVER~~

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

7 JED MARGOLIN, an individual,
8 Plaintiff,

9 vs.

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

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
DEBTOR EXAMINATION AND
TO PRODUCE DOCUMENTS**

19 This matter comes before the Court on Plaintiff JED MARGOLIN's Motion for Debtor
20 Examination and to Produce Documents, filed on December 11, 2013.

21 The Court finds that Defendants have not opposed the Motion for Debtor Examination
22 and to Produce Documents. The non-opposition by Defendants to Plaintiff's Motion constitutes
23 a consent to the granting of the motion.

24 The Court finds good cause exists to grant Plaintiff's Motion for Debtor Examination
25 and to Produce Documents.

26 ///
27 ///
28 ///

1 NOW, THEREFORE, IT HEREBY IS ORDERED as follows:

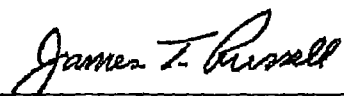
2 1. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
3 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
4 GHONONREZA ZANDIAN JAZI is hereby ordered to appear before the Court and answer
5 upon oath or affirmation concerning Defendant's property at a Judgment Debtor Examination
6 under the authority of a Judge of the Court on the following date February 11, 2014 @ 9:00 AM; and,

7 2. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
8 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
9 GHONONREZA ZANDIAN JAZI is hereby ordered to produce to Mr. Margolin's counsel at
10 least one week prior to the Judgment Debtor Examination, so that counsel may effectively
11 review and question Zandian regarding the documents, all information and documents
12 identifying, related to, and/or comprising the following:

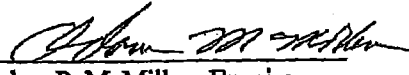
- 14 a. Any and all information and documentation identifying real property, computers,
15 cell phones, intellectual property, vehicles, brokerage accounts, bank deposits and
16 all other assets that may be available for execution to satisfy the Judgment entered
17 by the Court, including, but not limited to, information relating to financial
18 accounts, monies owed to Zandian by others, etc.
- 19 b. Documents sufficient to show Zandian's balance sheet for each month for the years
20 2007 to the present.
- 21 c. Documents sufficient to show Zandian's gross revenues for each month for the
22 years 2007 to the present.
- 23 d. Documents sufficient to show Zandian's costs and expenses for each month for the
24 years 2007 to the present.
- 25 e. All tax returns filed by Zandian with any governmental body for the years 2007 to
26 the present, including all schedules, W-2's and 1099's.
- 27
- 28

- 1 f. All of Zandian's accounting records, computerized electronic and/or printed on
2 paper format for the years 2007 to the present.
- 3 g. All of Zandian's statements, cancelled checks and related banking documents for
4 any bank, brokerage or other financial account at least partially controlled by
5 Zandian, or recorded in the name of Zandian or for Zandian's benefit, for the years
6 2007 to the present.
- 7 h. All of Zandian's checkbooks, checkbook stubs and checkbook entries for the years
8 2007 to the present.
- 9 i. Documents sufficient to show the means and source of payment of Zandian's
10 current residence and any other residence for the years 2007 to the present.
- 11 j. Documents sufficient to show the means and source of payment of Zandian's
12 counsel in this matter.
- 13 k. Any settlement agreements by which another party has agreed to pay money to
14 Zandian.

15 DATED: This 13th day of January, 2014.

16 
17 _____
18 JAMES T. RUSSELL
19 DISTRICT COURT JUDGE

19 Respectfully submitted by,
20 WATSON ROUNDS, P.C.

21 By: 
22 Adam P. McMillen, Esquire
23 Nevada Bar No. 10678
24 5371 Kietzke Lane
25 Reno, NV 89511
26 Telephone: (775) 324-4100
27 Facsimile: (775) 333-8171
28 Email: amcmillen@watsonrounds.com
Attorney for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC P 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, *Proposed Order Granting Motion for Debtor*
5 *Examination and for Production of Documents*, addressed as follows:

6 Geoffrey W. Hawkins, Esquire
7 Johnathon Fayeghi, Esquire
8 Hawkins Melendrez, P.C.
9 9555 Hillwood Drive, Suite 150
10 Las Vegas, Nevada 89134

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

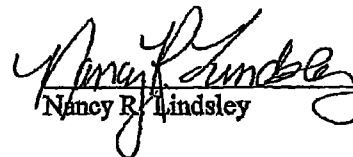
14 Optima Technology Corp.
15 A California corporation
16 8401 Bonita Downs Road
17 Fair Oaks, CA 95628

18 Optima Technology Corp.
19 A Nevada corporation
20 8401 Bonita Downs Road
21 Fair Oaks, CA 95628

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

26 Optima Technology Corp.
27 A Nevada corporation
28 8775 Costa Verde Blvd. #501
San Diego, CA 92122

Dated: January 7th, 2014


Nancy R. Lindsley

ORIGINAL

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2014 JAN 23 PM 3:42

ALAN CLOVER
BY *[Signature]* CLERK
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RPLY

GEOFFREY W. HAWKINS, ESQ.

Nevada Bar No. 7740

JOHNATHON FAYEGHI, ESQ.

Nevada Bar No. 12736

HAWKINS MELENDREZ, P.C.

9555 Hillwood Drive, Suite 150

Las Vegas, Nevada 89134

Phone: (702) 318-8800

Fax: (702) 318-8801

ghawkins@hawkinsmelendrez.com

Attorneys for Defendant

Reza Zandian aka Goamreza Zandian

aka Gholamreza Zandian Jazi

aka Reza Jazi aka J. Reza Jazi

aka G. Reza Jazi aka Ghononreza

Zandian Jazi

In The First Judicial District Court Of The State Of Nevada

In and For Carson City

JED MARGOLIN, an individual.

Plaintiff,

vs.

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

Defendants.

CASE NO. 090C00579 1B

DEPT. NO. 1

DEFENDANT ZANDIAN'S REPLY IN
SUPPORT OF MOTION TO SET ASIDE
DEFAULT JUDGMENT

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

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

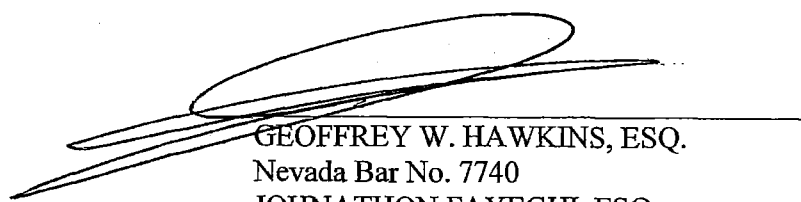
HAWKINS MELENDREZ, P.C.
9555 Hillwood Drive, Suite 150
Las Vegas, Nevada 89134
Telephone (702) 318-8800 • Facsimile (702) 318-8801

1 hereby submits DEFENDANT ZANDIAN'S REPLY IN SUPPORT OF MOTION TO SET ASIDE
2 DEFAULT JUDGMENT.

3 This Reply is made and based upon the papers and pleadings on file herein, the
4 Memorandum of Points and Authorities, the Affidavit of Reza Zandian attached hereto as **Exhibit**
5 **A**, and any oral argument this Honorable Court permits at the hearing.

6 DATED this 21st day of January, 2014.

7
8 **HAWKINS MELENDREZ, P.C.**

9
10 

11 GEOFFREY W. HAWKINS, ESQ.
12 Nevada Bar No. 7740
13 JOHNATHON FAYEGHI, ESQ.
14 Nevada Bar No. 12736
15 9555 Hillwood Drive, Suite 150
16 Las Vegas, NV 89134
17 Phone: (702) 318-8800
18 *Attorneys for Defendant*
19 *Reza Zandian*

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1 POINTS AND AUTHORITIES

2 I.

3 INTRODUCTION

4 The crux of Plaintiff's Opposition is that Defendant REZA ZANDIAN ("Zandian")
5 maintained his San Diego address, knew about the instant matter after his prior counsel withdrew,
6 and continued to receive notice of the instant matter after his prior counsel withdrew. Plaintiff
7 attached eleven exhibits to his Opposition in an attempt to demonstrate that Defendant Zandian
8 maintained the San Diego address provided to the Court by John Peter Lee, Esq., and continued to
9 live in the United States rather than France. However, said exhibits fail to prove anything with
10 regard to Defendant Zandian's residency. Furthermore, said exhibits fail to prove that Defendant
11 Zandian continued to receive notice of the papers, pleadings and motions in the instant matter.

12 The simple truth is that Defendant Zandian has resided in Paris, France since August 2011
13 and due to the fact that his prior counsel provided the Court with an incorrect address upon
14 withdrawal, Defendant Zandian did not receive any pleadings or written discovery related to the
15 instant matter since April 26, 2012. See Affidavit of Reza Zandian in Support of Motion to Set
16 Aside Default Judgment, attached hereto as **Exhibit A**. As such, Defendant Zandian's failure to
17 respond to Plaintiff's written discovery and failure to oppose Plaintiff's Motion for Sanctions and
18 Application for Entry of Default Judgment were clearly due to circumstances that constitute
19 excusable neglect under NRCP 60(b)(1).

20 In addition, as Defendant Zandian had already appeared in this action, Plaintiff was required
21 to provide Defendant Zandian with a three day notice of Plaintiff's Application for Entry of Default
22 Judgment. However, Plaintiff failed to provide Defendant Zandian with the required three day
23 notice. In fact, Plaintiff's Opposition does not dispute the fact that Plaintiff failed to provide a three
24 day notice of Plaintiff's Application for Entry of Default Judgment. Pursuant to the holding in
25 *Christy v. Carlisle* 94 Nev. 651, 584 P.2d 687 (1987), Plaintiff's failure to serve Defendant Zandian
26 with a three day notice of Plaintiff's Application for Entry of Default Judgment voids the Default
27 Judgment against Defendant Zandian.

28 ///

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Las Vegas, Nevada 89134
Telephone (702) 318-8800 • Facsimile (702) 318-8801

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II.

LEGAL ARGUMENT

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

As this Court is aware, if a defendant enters an appearance or if the plaintiff knows of the identity of the defendant's counsel, the plaintiff has an obligation to notify the defendant of his intent to take a default. *Christy v. Carlisle*, 94 Nev. 651, 584 P.2d 687 (1987); *Rowland v. Lepire*, 95 Nev. 639, 600 P.2d 237 (1979); *Gazin v. Hoy*, 102 Nev. at 438; Nev. Sup. CT.R. 1752. A failure to provide said notice requires a default to be set aside. *Id.*

As asserted in Defendant Zandian's Motion, Plaintiff failed to provide Defendant Zandian with the required three-day notice prior to filing his April 17, 2013 Application for Entry of Default Judgment. Plaintiff, through his counsel, had knowledge of Defendant Zandian's French address as early as March 2013. Said knowledge came from Watson & Rounds' (Plaintiff's counsel's firm) representation of Fred Sadri in the Nevada Supreme Court Case No. 62839. (*See* Notice of Appeal in Nevada Supreme Court Case No. 62839, attached hereto as **Exhibit B**. Said Notice of Appeal contains the French address of Defendant Zandian and was mailed to Watson & Rounds as counsel for Fred Sadri in March 2013.) Pursuant to the holdings in *Christy* and *Rowland*, Plaintiff's failure to provide written notice of his Application for Default Judgment requires this Court set aside the June 24, 2013 Default Judgment against Defendant Zandian.

Moreover, Plaintiff's Opposition completely fails to oppose and/or discuss the absence of the required three-day notice of intent to take default. Said failure to oppose on the part of Plaintiff should constitute an admission that Plaintiff failed to provide Defendant Zandian with the required notice and consent to the granting of Defendant Zandian's Motion to Set Aside Default Judgment in line with the mandates of this Court's rules. *See King v. Carlidge*, 121 Nev. 926, 927, 124 P.3d 1161, 1162 (2005) (stating that an unopposed motion may be considered as an admission of merit and consent to grant the motion) (*citing* DCR 13(3)); *See also* First Judicial District Court Rule 15(5) (failure of an opposing party to file a memorandum of points and authorities in opposition to any motion within the time permitted shall constitute a consent to the granting of the motion).

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

1 **B. Defendant Zandian Has Demonstrated Excusable Neglect Under NRCP 60(b)**

2 In his Opposition, Plaintiff states “the evidence overwhelmingly demonstrates Zandian
3 maintained the same address John Peter Lee provided to the Court, even after Zandian allegedly
4 moved to France in August 2011, and the evidence similarly demonstrates Zandian continued to live
5 in the United States, not France.” The evidence Plaintiff is referring to consists of the following:
6 checks made payable to “Reza Zandian & Niloofar Foughani JT Ten, 8775 Costa Verde Blvd Apt
7 217, San Diego, CA 92122”; a Wells Fargo withdrawal slip dated February 20, 2013; various Wells
8 Fargo checks signed by Defendant Zandian with the 8775 Costa Verde Blvd, San Diego, CA
9 address printed on the checks; Defendant Zandian’s Wells Fargo bank statements with the San
10 Diego address printed on the bank statements; and Visa statements showing purchases made in
11 California in September of 2011 and March of 2013.

12 Contrary to the assertions made in Plaintiff’s Opposition, the aforementioned evidence
13 completely fails to prove that Zandian maintained the 8775 Costa Verde Blvd, San Diego, CA
14 address after he moved to France in August 2011. As represented in Defendant Zandian’s
15 Affidavit, attached hereto as **Exhibit A** and incorporated herein, Defendant Zandian has resided in
16 Paris, France since August 2011 and has not resided at 8775 Costa Verde Blvd., San Diego, CA
17 92122 since August 2011. The fact that the San Diego address appears on checks made payable to
18 Defendant Zandian and/or issued by Defendant Zandian does not indicate that he continued to
19 reside at said address after August 2011. In fact, it is quite common for a business to have an
20 outdated address on file for a particular individual or for said individual to maintain checks with an
21 outdated address printed on the checks. Moreover, none of the evidence provided by Plaintiff
22 demonstrates that the checks found in Plaintiff’s Exhibits 2,3,5,6, and 12 were sent from or received
23 by Defendant Zandian in the United States.

24 Due to the fact that Defendant Zandian’s prior counsel, John Peter Lee Esq., provided the
25 Court with an incorrect address upon withdrawing as counsel, Defendant Zandian never received
26 any pleadings or discovery in this matter after April 26, 2012. Plaintiff’s Opposition fails to
27 provide any evidence demonstrating that Defendant Zandian did in fact receive pleadings or
28 discovery in this matter subsequent to April 26, 2012.

HAWKINS MELENDREZ, P.C.
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Las Vegas, Nevada 89134
Telephone (702) 318-8800 • Facsimile (702) 318-8801

1 As was the case in the Supreme Court case of *Stoecklein v. Johnson Elec., Inc.*, Defendant
2 Zandian's failure to respond to Plaintiff's written discovery and failure to oppose Plaintiff's Motion
3 for Sanctions and Application for Entry of Default Judgment were due to circumstances that
4 constitute excusable neglect under NRCP 60(b)(1). As such, Defendant Zandian's Motion to Set
5 Aside Default Judgment should be granted.

6 III.

7 CONCLUSION

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

10 AFFIRMATION PURSUANT TO NRS 239B.030

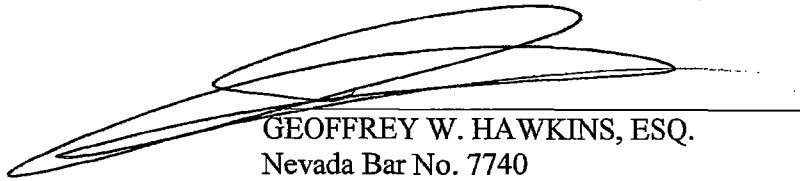
11 The undersigned does hereby affirm that the preceding document does not contain the social
12 security number of any person.

13 DECLARATION

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

16 Dated this 21st day of January, 2014.

17
18 HAWKINS MELENDREZ, P.C.

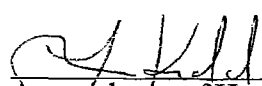
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22 GEOFFREY W. HAWKINS, ESQ.
23 Nevada Bar No. 7740
24 JOHNATHON FAYEGHI, ESQ.
25 Nevada Bar No. 12736
26 9555 Hillwood Drive, Suite 150
27 Las Vegas, NV 89134
28 Phone: (702) 318-8800
Attorneys for Defendant
Reza Zandian

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CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that, on the 21st day of January, 2014, service of **DEFENDANT ZANDIAN'S REPLY IN SUPPORT OF MOTION TO SET ASIDE DEFAULT JUDGMENT** was made this date by depositing a true copy of the same for mailing, first class mail, at Las Vegas, Nevada, addressed follows:

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


An employee of Hawkins Melendrez, P.C.

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

INDEX OF EXHIBITS

Exhibit No.	TITLE	NUMBER OF PAGES
A	Affidavit of Reza Zandian in Support of Motion to Set Aside Default Judgment	2
B	Notice of Appeal in Nevada Supreme Court Case No. 62839/Eighth Judicial District Court Case No. A635430	2

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

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Exhibit A

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

Executed this 17 day of January, 2014.



REZA ZANDIAN

Subscribed and Sworn to before me this 17 day of January, 2014.

CAROLINE AL TAWIL
Conseillère de Clientèle
~~Agence Paris Passy~~

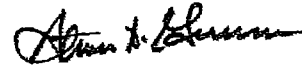
Notary Public in and for Said State and County

(SEAL)

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

Exhibit B

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03/15/2013 02:33:18 PM



CLERK OF THE COURT

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

6 DISTRICT COURT
7 CLARK COUNTY, NEVADA

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

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

10 Plaintiff,

11 v.

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

20 Defendants.

21 AND ALL RELATED COUNTERCLAIMS
22 AND THIRD-PARTY CLAIMS

23 1334.024072-4d

24 NOTICE OF APPEAL

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

28 DATED this 15th day of March, 2013.

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

CERTIFICATE OF MAILING

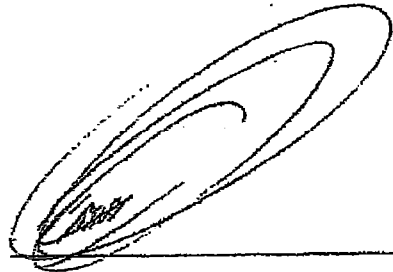
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I HEREBY CERTIFY that on the ___ day of March, 2013, I served a copy of the above and foregoing NOTICE OF APPEAL, upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class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

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

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

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



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

1/21/14

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2014 JAN 23 PM 3:42

ALAN GLOVER

BY ~~CRISTINA~~ CLERK
DEPUTY

1 **REQ**
 2 **GEOFFREY W. HAWKINS, ESQ.**
 Nevada Bar No. 7740
 3 **JOHNATHON FAYEGHI, ESQ.**
 Nevada Bar No. 12736
 4 **HAWKINS MELENDREZ, P.C.**
 9555 Hillwood Drive, Suite 150
 Las Vegas, Nevada 89134
 5 Phone: (702) 318-8800
 Fax: (702) 318-8801
 6 ghawkins@hawkinsmelendrez.com
 Attorneys for Defendant
 7 *Reza Zandian aka Goamreza Zandian*
 8 *aka Gholamreza Zandian Jazi*
 9 *aka Reza Jazi aka J. Reza Jazi*
aka G. Reza Jazi aka Ghononreza
Zandian Jazi

In The First Judicial District Court Of The State Of Nevada

In and For Carson City

14 **JED MARGOLIN, an individual.**

15 **Plaintiff,**

16 vs.

CASE NO. 090C00579 1B

DEPT. NO. 1

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

24 **Defendants.**

**REQUEST FOR SUBMISSION AND
HEARING ON DEFENDANT REZA
ZANDIAN'S MOTION TO SET ASIDE
DEFAULT JUDGMENT**

26 COMES NOW, Defendant **REZA ZANDIAN** by and through his attorney **Geoffrey W.**
 27 **Hawkins, Esq.,** of the law firm **HAWKINS MELENDREZ P.C.,** and hereby requests that the
 28 following documents be submitted to the Court:

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 Las Vegas, Nevada 89134
 Telephone (702) 318-8800 • Facsimile (702) 318-0801

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- Defendant Reza Zandian's Motion to Set Aside Default Judgment filed December 20, 2013;
- Plaintiff's Opposition to Motion to Set Aside Default Judgment filed January 9, 2014; and
- Defendant Reza Zandian's Reply in Support of Motion to Set Aside Default Judgment filed January 22, 2014

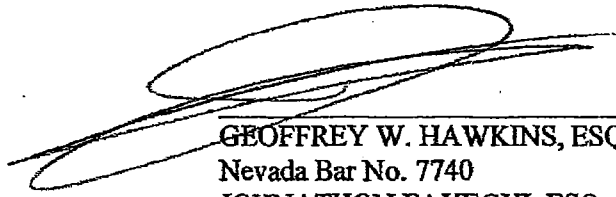
It is further requested, pursuant to First Judicial District Court Rule 15(9) that the Court set a hearing on Defendant Reza Zandian's Motion to Set Aside Default Judgment to allow oral argument

AFFIRMATION PURSUANT TO NRS 239B.030

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

DATED this 21st day of January, 2014.

HAWKINS MELENDREZ, P.C.



GEOFFREY W. HAWKINS, ESQ.
Nevada Bar No. 7740
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*Attorneys for Defendant
Reza Zandian*

CERTIFICATE OF SERVICE

1
2 Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that, on the 21st day of
3 January, 2014, service of **REQUEST FOR SUBMISSION AND HEARING ON DEFENDANT**
4 **REZA ZANDIAN'S MOTION TO SET ASIDE DEFAULT JUDGMENT** was made this date
5 by depositing a true copy of the same for mailing, first class mail, at Las Vegas, Nevada, addressed
6 follows:

7
8
9 Matthew D. Francis
10 Adam P. McMillen
11 WATSON ROUNDS
12 5371 Kietzke Lane
13 Reno, Nevada 89511
14 *Attorneys for Plaintiff*
15 *Jed Margolin*

16 
17 An employee of Hawkins Melendrez, P.C.
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2014 FEB -3 PM 3:12

ALAN GLOVER

BY ~~ALAN GLOVER~~ CLERK
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RPLY

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Reza Zandian

In The First Judicial District Court Of The State Of Nevada

In and For Carson City

JED MARGOLIN, an individual.

Plaintiff,

vs.

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

Defendants.

CASE NO. 090C00579 1B

DEPT. NO. 1

**DEFENDANT REZA ZANDIAN'S
REPLY IN SUPPORT OF MOTION FOR
STAY OF PROCEEDINGS TO
ENFORCE JUDGMENT PURSUANT TO
NRCP 62(B)**

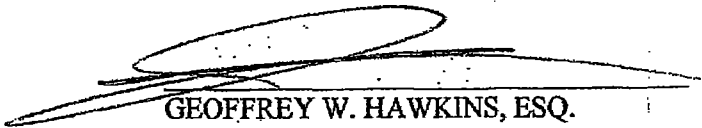
Defendant REZA ZANDIAN ("Zandian") by and through his attorney Geoffrey W. Hawkins, Esq., of the law firm HAWKINS MELENDREZ P.C., and hereby submits his Reply in Support of Motion for Stay of Proceedings to Enforce Judgment Pursuant to NRCP 62(b).

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

4 DATED this 21st day of January, 2014.

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

7
8 
9 **GEOFFREY W. HAWKINS, ESQ.**

10 Nevada Bar No. 7740

11 **JOHNATHON FAYEGHI, ESQ.**

12 Nevada Bar No. 12736

13 9555 Hillwood Drive, Suite 150

14 Las Vegas, NV 89134

15 Phone: (702) 318-8800

16 *Attorneys for Defendant*

17 *Reza Zandian*
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1 **POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 Plaintiff's Opposition asserts that there is no basis to set aside the default judgment against
5 Defendant Zandian and therefore the requested stay should be denied. Plaintiff cites to his
6 Opposition to Set Aside Default Judgment in support of the aforementioned assertion. However,
7 contrary to Plaintiff's assertions Defendant Zandian has clearly demonstrated good cause for the
8 Default Judgment entered on June 24, 2013 to be set aside pursuant to NRCPP 55 and 60.
9 Furthermore, as Defendant Zandian's Motion to Set Aside Default Judgment is currently pending
10 before this Court it is anticipated that this Court will render its decision on Defendant Zandian's
11 Motion to Set Aside Default Judgment promptly.

12 Based on the foregoing and pursuant to NRCPP 62, this Court should stay any proceedings to
13 enforce the June 24, 2013 Default Judgment against Defendant Zandian without requiring security.

14 **II.**

15 **LEGAL ARGUMENT**

16 **A. Defendant Zandian Has Demonstrated Good Cause For The June 24, 2013 Default**
17 **Judgment To Be Set Aside.**

18 Pursuant to NRCPP 62(b), this Court is authorized, in its discretion, to stay execution of, or
19 any proceedings to enforce a judgment pending the disposition of post-trial motions brought under
20 NRCPP 60. On or about December 20, 2013, Defendant Zandian filed a Motion to Set Aside Default
21 Judgment pursuant to NRCPP 55 and 60. Promptly following the submission of Defendant
22 Zandian's Motion to Set Aside Default Judgment, Defendant Zandian filed the instant Motion for
23 Stay of Proceedings to Enforce Judgment Pursuant to NRCPP 62(b).

24 Plaintiff's sole argument in opposition to Defendant Zandian's Motion for Stay is that "there
25 is no basis to set aside the default judgment." However, Defendant Zandian's Motion to Set Aside
26 Default Judgment is currently pending before this Court and it is this Court that possesses the
27 authority to determine whether there is a basis for granting said motion, not Plaintiff. Furthermore,
28 Defendant Zandian has demonstrated, via the Motion to Set Aside Default Judgment and the Reply

1 in Support of Motion to Set Aside Default Judgment, that the setting aside of the June 24, 2013
2 Default Judgment is warranted.

3 As this Court is aware, if a defendant enters an appearance or if the plaintiff knows of the
4 identity of the defendant's counsel, the plaintiff has an obligation to notify the defendant of his
5 intent to take a default. *Christy v. Carlisle*, 94 Nev. 651, 584 P.2d 687 (1987); *Rowland v. Lepire*,
6 95 Nev. 639, 600 P.2d 237 (1979); *Gazin v. Hoy*, 102 Nev. at 438; Nev. Sup. CT.R. 1752. A failure
7 to provide said notice requires a default to be set aside. *Id.*

8 Furthermore, NRCP 60(b) provides that, in the court's discretion, a default judgment may be
9 set aside if the judgment was a result of mistake, inadvertence, surprise, or excusable neglect.
10 *Gutenberger v. Continental Thrift and Loan Company*, 94 Nev. 173, 175, 576 P.2d 745 (1978).

11 Defendant Zandian is entitled to the setting aside of the June 24, 2013 Default Judgment for
12 the following reasons:

- 13 • Plaintiff failed to provide Defendant Zandian with the required three day notice
14 prior to filing his April 17, 2013 Application for Entry of Default Judgment. *See*
15 Defendant Zandian's Reply in Support of Motion to Set Aside Default Judgment
16 Section II, Paragraph A;
- 17 • Defendant Zandian's failure to respond to Plaintiff's written discovery and
18 failure to oppose Plaintiff's Motion for Sanctions and Application for Entry of
19 Default Judgment were due to circumstances that constitute excusable neglect
20 under NRCP 60(b)(1). Specifically Defendant Zandian's prior counsel, John
21 Peter Lee Esq., provided the Court with an incorrect address upon withdrawing
22 as counsel, which resulted in Defendant Zandian never receiving any pleadings
23 or discovery in this matter after April 26, 2012. *See* Defendant Zandian's Reply
24 in Support of Motion to Set Aside Default Judgment Section II, Paragraph B.

25 Again, NRCP 62(b) authorizes this Court, in its discretion, to stay execution of, or any
26 proceedings to enforce a judgment pending the disposition of post-judgment motions brought under
27 NRCP 60. Defendant Zandian's Motion to Set Aside Default Judgment is a post-judgment motion
28 brought pursuant to NRCP 60. Furthermore, despite Plaintiff's assertions to the contrary Defendant

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1 Zandian has provided not one but two grounds for setting aside the default judgment. As such,
2 Defendant Zandian's Motion for Stay should be granted.

3 **B. Security In The Form Of A Bond Or Other Collateral Is Unnecessary**

4 Although NRCP 62(b) does allow the district court to require security pending a
5 determination on the post trial motion, it is the common practice in Nevada to stay judgments
6 pending resolution of post-judgment motions pursuant to NRCP 62(b) without requiring a bond. *See*
7 *David N. Frederick, Post Trial Motions*, NEVADA CIVIL PRACTICE MANUAL 25-30 (5th ed.
8 2005) ("security in the form of a bond or other collateral is usually not required"). Since the ruling
9 on a post trial motion usually will not consume a significant amount of time, security is usually not
10 required. *Id.*

11 Plaintiff's Opposition asserts that Defendant Zandian has proved to be purposely evasive in
12 the instant matter and therefore, if a stay is granted Defendant Zandian should be required to post a
13 bond. Plaintiff's assertion that Defendant Zandian has been purposely evasive is completely
14 disingenuous. As demonstrated in Defendant Zandian's Motion to Set Aside Default Judgment and
15 Reply in support of the same, Defendant Zandian's failure to respond to Plaintiff's written
16 discovery and failure to oppose Plaintiff's Motion for Sanctions and Application for Entry of
17 Default Judgment were due to circumstances out of Defendant Zandian's control.

18 Finally, Defendant Zandian's Motion to Set Aside Default Judgment has been fully briefed
19 by both parties and is currently pending before this Court. Furthermore, on January 23, 2014,
20 Defendant Zandian filed a Request for Submission. It is anticipated that this Court will make a
21 determination on Defendant Zandian's Motion to Set Aside Default Judgment in the immediate
22 future. Therefore, Defendant Zandian should not be required to provide security in the event this
23 Court grants a stay.

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IV.

CONCLUSION

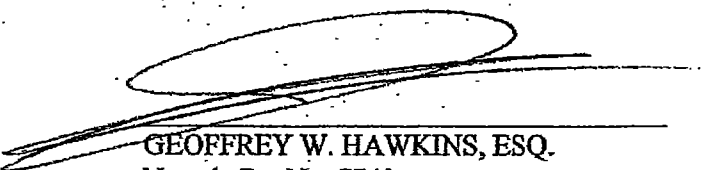
Based on the foregoing points and authorities, Defendant Reza Zandian respectfully requests that this Court grant a stay of any proceedings to enforce the Default Judgment, including proceedings such as a debtor's examination, until after the resolution of Zandian's Motion to Set Aside Default Judgment.

AFFIRMATION PURSUANT TO NRS 239B.030

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

Dated this 24th day of January, 2014.

HAWKINS MELENDREZ, P.C.



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Attorneys for Defendant

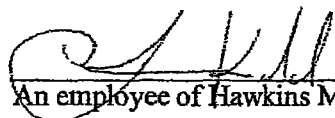
Reza Zandian

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CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that, on the 29th day of January, 2014, service of **DEFENDANT REZA ZANDIAN'S REPLY IN SUPPORT OF MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT PURSUANT TO NRCP 62(B)** was made this date by depositing a true copy of the same for mailing, first class mail, at Las Vegas, Nevada, addressed follows:

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


An employee of Hawkins Melendrez, P.C.

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ALAN GLOVER

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DEPUTY

1 Case No.: 09 OC 00579 1B
2 Dept. No.: 1
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7 **In The First Judicial District Court of the State of Nevada**
8 **In and for Carson City**
9

10 **JED MARGOLIN, an individual,**
11 **Plaintiff,**

12 **vs.**

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

24 **Defendants.**

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

25 This matter comes before the Court on REZA ZANDIAN aka GOLAMREZA
26 ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G.
27 REZA JAZI aka GHONONREZA ZANDIAN JAZI's ("Zandian") Motion to Set Aside
28 Default Judgment, dated December 19, 2013. Plaintiff Jed Margolin filed an Opposition to Set
Aside Default Judgment on January 19, 2014. Zandian served a reply in support of the Motion
to Set Aside on January 23, 2014. Based upon the following facts and conclusions of law,
Zandian's Motion to Set Aside is DENIED.

|||

1 I. FACTUAL BACKGROUND

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

11 In May 2006, OTG and Mr. Margolin licensed the ‘073 and ‘724 Patents to Geneva
12 Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to a royalty agreement
13 between Mr. Margolin and OTG. *Id.* at ¶ 12. On or about October 2007, OTG licensed the
14 ‘073 Patent to Honeywell International, Inc., and Mr. Margolin received a royalty payment
15 pursuant to a royalty agreement between Mr. Margolin and OTG. *Id.* at ¶ 14.

16 On or about December 5, 2007, Zandian filed with the U.S. Patent and Trademark
17 Office (“USPTO”) assignment documents allegedly assigning all four of the Patents to Optima
18 Technology Corporation (“OTC”), a company apparently owned by Zandian at the time. *Id.* at
19 ¶ 15. Shortly thereafter, on November 9, 2007, Mr. Margolin, Robert Adams, and OTG were
20 named as defendants in the case titled *Universal Avionics Systems Corporation v. Optima
21 Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the “Arizona action”). *Id.* at ¶ 17.
22 Zandian was not a party in the Arizona action. Nevertheless, the plaintiff in the Arizona action
23 asserted that Mr. Margolin and OTG were not the owners of the ‘073 and ‘724 Patents, and
24 OTG filed a cross-claim for declaratory relief against Optima Technology Corporation
25 (“OTC”) in order to obtain legal title to the respective patents. *Id.*

26 On August 18, 2008, the United States District Court for the District of Arizona
27 entered a default judgment against OTC and found that OTC had no interest in the ‘073 or
28 ‘724 Patents, and that the assignment documents filed with the USPTO were “forged, invalid,

1 void, of no force and effect." *Id.* at ¶ 18; *see also* Exhibit B to Zandian's Motion to Dismiss,
2 dated 11/16/11, on file herein.

3 Due to Zandian's acts, title to the Patents was clouded and interfered with Plaintiff's
4 and OTG's ability to license the Patents. *Id.* at ¶ 19. In addition, during the period of time Mr.
5 Margolin worked to correct record title of the Patents in the Arizona action and with the
6 USPTO, he incurred significant litigation and other costs associated with those efforts. *Id.* at ¶
7 20.

8 II. PROCEDURAL BACKGROUND

9 Plaintiff filed his Complaint on December 11, 2009, and the Complaint was personally
10 served on Zandian on February 2, 2010, and on Defendants Optima Technology Corporation, a
11 Nevada corporation, and Optima Technology Corporation, a California corporation on March
12 21, 2010. Zandian's answer to Plaintiff's Complaint was due on February 22, 2010, but
13 Zandian did not answer the Complaint or respond in any way. Default was entered against
14 Zandian on December 2, 2010, and Plaintiff filed and served a Notice of Entry of Default on
15 Zandian on December 7, 2010 and on his last known attorney on December 16, 2010.

16 The answers of Defendants Optima Technology Corporation, a Nevada corporation,
17 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,
18 but Defendants did not answer the Complaint or respond in any way. Default was entered
19 against Defendants Optima Technology Corporation, a Nevada corporation, and Optima
20 Technology Corporation, a California corporation on December 2, 2010. Plaintiff filed and
21 served a Notice of Entry of Default on the corporate entities on December 7, 2010 and on their
22 last known attorney on December 16, 2010.

23 The defaults were set aside and Zandian's motion to dismiss was denied on August 3,
24 2011. On September 27, 2011, this Court ordered that service of process against all
25 Defendants may be made by publication. As manifested by the affidavits of service, filed
26 herein on November 7, 2011, all Defendants were duly served by publication by November
27 2011.

28

1 On February 21, 2012, the Court denied Zandian's motion to dismiss the Amended
2 Complaint. On March 5, 2012, Zandian served a General Denial to the Amended Complaint.
3 On March 13, 2012, the corporate Defendants served a General Denial to the Amended
4 Complaint.

5 On June 28, 2012, this Court issued an order requiring the corporate Defendants to
6 retain counsel and that counsel enter an appearance on behalf of the corporate Defendants by
7 July 15, 2012. The June 28, 2012 order further provided that if no such appearance was
8 entered, the corporate Defendants' General Denial would be stricken. Since no appearance
9 was their behalf of the corporate Defendants, a default was entered against them on September
10 24, 2012. A notice of entry of default judgment was filed and served on November 6, 2012.

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

17 On January 15, 2013, this Court issued an order striking the General Denial of Zandian
18 and awarding his fees and costs incurred in bringing the NRCPP 37 Motion. A default was
19 entered against Zandian on March 28, 2013, and a notice of entry of default judgment was
20 filed and served on April 5, 2013.

21 On April 17, 2013, Mr. Margolin filed an Application for Default Judgment, which was
22 served on Zandian and the corporate Defendants. Since Zandian did not respond to the
23 Application for Default Judgment, a Default Judgment was entered on June 24, 2013. Notice
24 of entry of the Default Judgment was served on Zandian on June 26, 2013 and filed on June
25 27, 2013.

26 Over five and a half months later, on December 19, 2013, Zandian served his Motion
27 to Set Aside on Plaintiff. Zandian's Motion to Set Aside claims that he never received any
28 written discovery or notice of the pleadings and papers filed in this matter after his counsel

1 withdrew as his former counsel provided an erroneous last known address to the Court and the
2 parties when he withdrew, and therefore Zandian requests that the judgment be set aside.

3 III. FINDINGS AND CONCLUSIONS OF LAW

4 A party seeking to set aside a default judgment has the burden to prove mistake,
5 inadvertence, surprise, or excusable neglect by a preponderance of the evidence. *Kahn v.*
6 *Orme*, 108 Nev. 510, 513–14, 835 P.2d 790, 793 (1992). The Court finds that Zandian has not
7 met the burden to prove mistake, inadvertence, surprise, or excusable neglect by a
8 preponderance of the evidence.

9 Specifically, Zandian has not met the factors set forth in *Kahn* to compel the court to
10 set aside the judgment. *Id.* at 513, 835 P.2d at 792–93 (holding that the district court must
11 consider whether the party moving to set aside a judgment promptly applied to remove the
12 judgment, lacked intent to delay the proceedings, lacked knowledge of the procedural
13 requirements, and demonstrated good faith, in addition to considering the state's underlying
14 policy of resolving cases on the merits). Zandian failed to promptly apply for relief, has not
15 established a lack of intent to delay these proceedings or a lack of knowledge of the procedural
16 requirements, and did not provide a good-faith reason for the over five-and-a-half-month gap
17 between entry of default and the time he obtained new counsel and filed the Motion to Set
18 Aside Default Judgment.

19 a. Zandian Did Not Promptly Apply To Remove The Judgment

20 Even though a motion to set aside a judgment may be filed within the six month
21 deadline provided for in NRCP 60(b), a party can still fail to act promptly. *See Kahn* 108 Nev.
22 at 514, 835 P.2d at 793. Therefore, “want of diligence in seeking to set aside a judgment is
23 ground enough for denial of such a motion.” *Id.* (citing *Union Petrochemical Corp. v. Scott*,
24 96 Nev. 337, 339, 609 P.2d 323, 324 (1980) (citing *Lentz v. Boles*, 84 Nev. 197, 438 P.2d 254
25 (1968); *Hotel Last Frontier v. Frontier Prop.*, 79 Nev. 150, 380 P.2d 293 (1963)).

26 Despite his knowledge of the default judgment, Zandian did not move to have the
27 judgment set aside until nearly six months after its entry. Although Zandian argues he did not
28 receive notice of the various proceedings, notice was mailed to his address. Therefore, the

1 notice requirement of NRCPC 55 was fulfilled as Plaintiff served written notice of the
2 application for default judgment. Moreover, NRCPC 55 is likely not implicated since the
3 judgment ultimately resulted from sanctions arising from Zandian's failure to respond to
4 discovery. *See Durango Fire Protection, Inc. v. Troncoso*, 120 Nev. 658 (2004) (trial court's
5 entry of judgment for plaintiff, in action for breach of contract, after striking defendant's
6 answer was a sanction for defendant's failure to appear at several hearings and calendar calls
7 rather than a default judgment, and thus, civil procedure rule requiring written notice before
8 entry of default judgment was not applicable).

9 Further, First Judicial District Court Rule 22(3) expressly states that "[a]ny form of
10 order permitting withdrawal of an attorney submitted to the Court for signature shall contain
11 the address at which the party is to be served with notice of all further proceedings." Plaintiff
12 had a right to rely on the address given by Zandian's prior attorney.

13 No evidence supports Zandian's claims that he lacked knowledge of this matter. Even
14 if Zandian was living in France, for which no competent evidence has been provided to this
15 Court, Zandian was required to provide the Court and the parties with his new address.
16 However, Zandian never informed this Court or the parties of any address change. The record
17 demonstrates that the Plaintiff's discovery requests, motions, application for judgment, orders
18 and notice of judgment were all mailed to Zandian's address of record. Under NRCPC 5(b),
19 service by mail is complete upon mailing. Thus, Zandian received notice of the proceedings
20 and his repeated failure to respond constituted inexcusable neglect.

21 **b. Zandian Has Failed To Show He Lacked Intent To Delay**

22 Zandian received all of the papers and pleadings in this matter. However, he failed to
23 respond to Plaintiff's discovery and willfully ignored the proceedings of this matter. In fact,
24 Zandian waited nearly six months to secure new counsel and file the motion to set aside.
25 Furthermore, Zandian failed to file an opposition to the application for judgment.
26 Accordingly, the Court finds that Zandian has failed to establish the absence of an intent to
27 delay.

28 **c. Whether Zandian Lacked Knowledge Of Procedural Requirements**

1 earlier discovery requests and motions. Zandian has not demonstrated good faith. In fact,
2 Zandian has only demonstrated inexcusable neglect by his willful failure to respond to, and
3 participate in, this action. Accordingly, the Court determines that Zandian lacked good faith in
4 contesting this action.

5 **e. Whether This Case Should Be Tried On The Merits For Policy Reasons**

6 The Nevada Supreme Court has held that “good public policy dictates that cases be
7 adjudicated on their merits.” See *Kahn* 108 Nev. at 516, 835 P.2d at 794 (citing *Hotel Last*
8 *Frontier v. Frontier Prop.*, 79 Nev. 150, 155–56, 380 P.2d 293, 295 (1963) (original
9 emphasis). However, this policy has its limits:

10
11 We wish not to be understood, however, that this judicial tendency to grant
12 relief from a default judgment implies that the trial court should always
13 grant relief from a default judgment. Litigants and their counsel may not
14 properly be allowed to disregard process or procedural rules with impunity.
Lack of good faith or diligence, or lack of merit in the proposed defense,
may very well warrant a denial of the motion for relief from the judgment.

15 *Id.* (citing *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d at 256 (1968)).

16 Zandian has disregarded the process and procedural rules of this matter with impunity.
17 He has repeatedly ignored this matter and failed to respond to the written discovery and
18 motions in this matter since his former attorney John Peter Lee withdrew from representation.
19 Zandian’s lack of good faith or diligence warrants a denial of the motion to set aside.

20 Zandian’s complete failure to respond to the discovery requests and subsequent
21 motions evidences his willful and recalcitrant disregard of the judicial process, which
22 prejudiced Plaintiff. *Foster v. Dingwall*, 227 P.3d 1042, 1049 (Nev. 2010) (citing *Hamlett v.*
23 *Reynolds*, 114 Nev. 863, 865, 963 P.2d 457, 458 (1998) (upholding the district court’s strike
24 order where the defaulting party’s “constant failure to follow [the court’s] orders was
25 unexplained and unwarranted”); *In re Phenylpropanolamine (PPA) Products*, 460 F.3d 1217,
26 1236 (9th Cir.2006) (holding that, with respect to discovery abuses, “[p]rejudice from
27 unreasonable delay is presumed” and failure to comply with court orders mandating discovery
28 “is sufficient prejudice”)).

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

9 IV. CONCLUSION

10 The record provides substantial evidence to support this denial of Zandian's motion to
11 set aside. Further, the policy of resolving cases on the merits does not allow litigants "to
12 disregard process or procedural rules with impunity." *Kahn*, 108 Nev. at 516, 835 P.2d at 794
13 (quoting *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d 254, 256-57 (1968)).

14 Zandian has failed to show mistake, inadvertence, surprise or excusable neglect
15 pursuant to NRCP 60(b). Zandian had every opportunity to properly defend this action and
16 instead made a voluntary choice not to. Therefore, Zandian's motion to set aside is hereby
17 DENIED.

18 DATED: This 6th day of February, 2014. IT IS SO ORDERED:
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22 JAMES T. RUSSELL
23 DISTRICT COURT JUDGE
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CERTIFICATE OF MAILING

I hereby certify that on the 6 day of February, 2014, I placed a copy of the foregoing in the United States Mail, postage prepaid, addressed as follows:

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

Geoffrey W. Hawkins
Johnathon Fayeghi
Hawkins Melendrez, P.C.
9555 Hillwood Drive, Suite 150
Las Vegas, NV 89134



Samantha Valerius
Law Clerk, Department I

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

REC'D & FILED
2014 FEB 10 PM 3:19
ALAN BLOYER
CLERK
BY *[Signature]*
DEPUTY

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

10 **JED MARGOLIN, an individual,**
11 **Plaintiff,**

12 vs.

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

Case No.: 090C00579 1B

Dept. No.: 1

NOTICE OF ENTRY OF ORDER

25 TO: All parties:

26 PLEASE TAKE NOTICE that on February 6, 2014, the Court entered its Order
27 Denying Defendant Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza Zandian aka
28 Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi's Motion to Set

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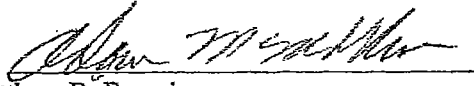
1 Aside Default Judgment. Attached as Exhibit 1 is a true and correct copy of such Order.

2 **Affirmation Pursuant to NRS 239B.030**

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

5 DATED: February 7, 2014.

WATSON ROUNDS

6
7 By: 
8 Matthew D. Francis
9 Adam P. McMillen
10 Watson Rounds
11 5371 Kietzke Lane
12 Reno, NV 89511
13 Attorneys for Plaintiff Jed Margolin
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1 **CERTIFICATE OF SERVICE**

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

5 Johnathon Fayeghi, Esq.
6 Hawkins Melendrez
7 9555 Hillwood Dr., Suite 150
8 Las Vegas, NV 89134
9 *Counsel for Reza Zandian*

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 Dated: February 10th, 2014.

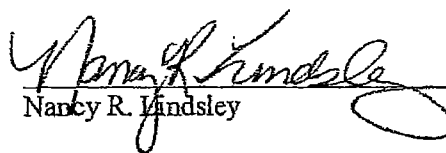
27 
28 Nancy R. Lindsley

Exhibit 1

Exhibit 1

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Case No.: 09 OC 00579 1B

Dept. No.: 1

REC'D & FILED

2014 FEB -6 AM 8:51

ALAN GLOVER
BY  CLERK
DEPUTY

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

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

This matter comes before the Court on REZA ZANDIAN aka GOLAMREZA
ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G.
REZA JAZI aka GHONONREZA ZANDIAN JAZI's ("Zandian") Motion to Set Aside
Default Judgment, dated December 19, 2013. Plaintiff Jed Margolin filed an Opposition to Set
Aside Default Judgment on January 19, 2014. Zandian served a reply in support of the Motion
to Set Aside on January 23, 2014. Based upon the following facts and conclusions of law,
Zandian's Motion to Set Aside is DENIED.

\\

I. FACTUAL BACKGROUND

1
2 Plaintiff Jed Margolin is the named inventor on United States Patent No. 5,566,073
3 (“the ‘073 Patent”), United States Patent No. 5,904,724 (“the ‘724 Patent”), United States
4 Patent No. 5,978,488 (“the ‘488 Patent”) and United States Patent No. 6,377,436 (“the ‘436
5 Patent”) (collectively “the Patents”). See Amended Complaint, filed 8/11/11, ¶¶ 9-10. In
6 2004, Mr. Margolin granted to Robert Adams, then CEO of Optima Technology, Inc. (later
7 renamed Optima Technology Group (hereinafter “OTG”), a Cayman Islands Corporation
8 specializing in aerospace technology) a Power of Attorney regarding the Patents. *Id.* at ¶ 11.
9 Subsequently, Mr. Margolin assigned the ‘073 and ‘724 Patents to OTG and revoked the
10 Power of Attorney. *Id.* at ¶ 13.

11 In May 2006, OTG and Mr. Margolin licensed the ‘073 and ‘724 Patents to Geneva
12 Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to a royalty agreement
13 between Mr. Margolin and OTG. *Id.* at ¶ 12. On or about October 2007, OTG licensed the
14 ‘073 Patent to Honeywell International, Inc., and Mr. Margolin received a royalty payment
15 pursuant to a royalty agreement between Mr. Margolin and OTG. *Id.* at ¶ 14.

16 On or about December 5, 2007, Zandian filed with the U.S. Patent and Trademark
17 Office (“USPTO”) assignment documents allegedly assigning all four of the Patents to Optima
18 Technology Corporation (“OTC”), a company apparently owned by Zandian at the time. *Id.* at
19 ¶ 15. Shortly thereafter, on November 9, 2007, Mr. Margolin, Robert Adams, and OTG were
20 named as defendants in the case titled *Universal Avionics Systems Corporation v. Optima
21 Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the “Arizona action”). *Id.* at ¶ 17.
22 Zandian was not a party in the Arizona action. Nevertheless, the plaintiff in the Arizona action
23 asserted that Mr. Margolin and OTG were not the owners of the ‘073 and ‘724 Patents, and
24 OTG filed a cross-claim for declaratory relief against Optima Technology Corporation
25 (“OTC”) in order to obtain legal title to the respective patents. *Id.*

26 On August 18, 2008, the United States District Court for the District of Arizona
27 entered a default judgment against OTC and found that OTC had no interest in the ‘073 or
28 ‘724 Patents, and that the assignment documents filed with the USPTO were “forged, invalid,

1 void, of no force and effect.” *Id.* at ¶ 18; *see also* Exhibit B to Zandian’s Motion to Dismiss,
2 dated 11/16/11, on file herein.

3 Due to Zandian’s acts, title to the Patents was clouded and interfered with Plaintiff’s
4 and OTG’s ability to license the Patents. *Id.* at ¶ 19. In addition, during the period of time Mr.
5 Margolin worked to correct record title of the Patents in the Arizona action and with the
6 USPTO, he incurred significant litigation and other costs associated with those efforts. *Id.* at ¶
7 20.

8 II. PROCEDURAL BACKGROUND

9 Plaintiff filed his Complaint on December 11, 2009, and the Complaint was personally
10 served on Zandian on February 2, 2010, and on Defendants Optima Technology Corporation, a
11 Nevada corporation, and Optima Technology Corporation, a California corporation on March
12 21, 2010. Zandian’s answer to Plaintiff’s Complaint was due on February 22, 2010, but
13 Zandian did not answer the Complaint or respond in any way. Default was entered against
14 Zandian on December 2, 2010, and Plaintiff filed and served a Notice of Entry of Default on
15 Zandian on December 7, 2010 and on his last known attorney on December 16, 2010.

16 The answers of Defendants Optima Technology Corporation, a Nevada corporation,
17 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,
18 but Defendants did not answer the Complaint or respond in any way. Default was entered
19 against Defendants Optima Technology Corporation, a Nevada corporation, and Optima
20 Technology Corporation, a California corporation on December 2, 2010. Plaintiff filed and
21 served a Notice of Entry of Default on the corporate entities on December 7, 2010 and on their
22 last known attorney on December 16, 2010.

23 The defaults were set aside and Zandian’s motion to dismiss was denied on August 3,
24 2011. On September 27, 2011, this Court ordered that service of process against all
25 Defendants may be made by publication. As manifested by the affidavits of service, filed
26 herein on November 7, 2011, all Defendants were duly served by publication by November
27 2011.

28

1 On February 21, 2012, the Court denied Zandian's motion to dismiss the Amended
2 Complaint. On March 5, 2012, Zandian served a General Denial to the Amended Complaint.
3 On March 13, 2012, the corporate Defendants served a General Denial to the Amended
4 Complaint.

5 On June 28, 2012, this Court issued an order requiring the corporate Defendants to
6 retain counsel and that counsel enter an appearance on behalf of the corporate Defendants by
7 July 15, 2012. The June 28, 2012 order further provided that if no such appearance was
8 entered, the corporate Defendants' General Denial would be stricken. Since no appearance
9 was their behalf of the corporate Defendants, a default was entered against them on September
10 24, 2012. A notice of entry of default judgment was filed and served on November 6, 2012.

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

17 On January 15, 2013, this Court issued an order striking the General Denial of Zandian
18 and awarding his fees and costs incurred in bringing the NRC 37 Motion. A default was
19 entered against Zandian on March 28, 2013, and a notice of entry of default judgment was
20 filed and served on April 5, 2013.

21 On April 17, 2013, Mr. Margolin filed an Application for Default Judgment, which was
22 served on Zandian and the corporate Defendants. Since Zandian did not respond to the
23 Application for Default Judgment, a Default Judgment was entered on June 24, 2013. Notice
24 of entry of the Default Judgment was served on Zandian on June 26, 2013 and filed on June
25 27, 2013.

26 Over five and a half months later, on December 19, 2013, Zandian served his Motion
27 to Set Aside on Plaintiff. Zandian's Motion to Set Aside claims that he never received any
28 written discovery or notice of the pleadings and papers filed in this matter after his counsel

1 withdrew as his former counsel provided an erroneous last known address to the Court and the
2 parties when he withdrew, and therefore Zandian requests that the judgment be set aside.

3 III. FINDINGS AND CONCLUSIONS OF LAW

4 A party seeking to set aside a default judgment has the burden to prove mistake,
5 inadvertence, surprise, or excusable neglect by a preponderance of the evidence. *Kahn v.*
6 *Orme*, 108 Nev. 510, 513-14, 835 P.2d 790, 793 (1992). The Court finds that Zandian has not
7 met the burden to prove mistake, inadvertence, surprise, or excusable neglect by a
8 preponderance of the evidence.

9 Specifically, Zandian has not met the factors set forth in *Kahn* to compel the court to
10 set aside the judgment. *Id.* at 513, 835 P.2d at 792-93 (holding that the district court must
11 consider whether the party moving to set aside a judgment promptly applied to remove the
12 judgment, lacked intent to delay the proceedings, lacked knowledge of the procedural
13 requirements, and demonstrated good faith, in addition to considering the state's underlying
14 policy of resolving cases on the merits). Zandian failed to promptly apply for relief, has not
15 established a lack of intent to delay these proceedings or a lack of knowledge of the procedural
16 requirements, and did not provide a good-faith reason for the over five-and-a-half-month gap
17 between entry of default and the time he obtained new counsel and filed the Motion to Set
18 Aside Default Judgment.

19 a. Zandian Did Not Promptly Apply To Remove The Judgment

20 Even though a motion to set aside a judgment may be filed within the six month
21 deadline provided for in NRCp 60(b), a party can still fail to act promptly. *See Kahn* 108 Nev.
22 at 514, 835 P.2d at 793. Therefore, "want of diligence in seeking to set aside a judgment is
23 ground enough for denial of such a motion." *Id.* (citing *Union Petrochemical Corp. v. Scott*,
24 96 Nev. 337, 339, 609 P.2d 323, 324 (1980) (citing *Lentz v. Boles*, 84 Nev. 197, 438 P.2d 254
25 (1968); *Hotel Last Frontier v. Frontier Prop.*, 79 Nev. 150, 380 P.2d 293 (1963))).

26 Despite his knowledge of the default judgment, Zandian did not move to have the
27 judgment set aside until nearly six months after its entry. Although Zandian argues he did not
28 receive notice of the various proceedings, notice was mailed to his address. Therefore, the

1 notice requirement of NRC P 55 was fulfilled as Plaintiff served written notice of the
2 application for default judgment. Moreover, NRC P 55 is likely not implicated since the
3 judgment ultimately resulted from sanctions arising from Zandian's failure to respond to
4 discovery. See *Durango Fire Protection, Inc. v. Troncoso*, 120 Nev. 658 (2004) (trial court's
5 entry of judgment for plaintiff, in action for breach of contract, after striking defendant's
6 answer was a sanction for defendant's failure to appear at several hearings and calendar calls
7 rather than a default judgment, and thus, civil procedure rule requiring written notice before
8 entry of default judgment was not applicable).

9 Further, First Judicial District Court Rule 22(3) expressly states that "[a]ny form of
10 order permitting withdrawal of an attorney submitted to the Court for signature shall contain
11 the address at which the party is to be served with notice of all further proceedings." Plaintiff
12 had a right to rely on the address given by Zandian's prior attorney.

13 No evidence supports Zandian's claims that he lacked knowledge of this matter. Even
14 if Zandian was living in France, for which no competent evidence has been provided to this
15 Court, Zandian was required to provide the Court and the parties with his new address.
16 However, Zandian never informed this Court or the parties of any address change. The record
17 demonstrates that the Plaintiff's discovery requests, motions, application for judgment, orders
18 and notice of judgment were all mailed to Zandian's address of record. Under NRC P 5(b),
19 service by mail is complete upon mailing. Thus, Zandian received notice of the proceedings
20 and his repeated failure to respond constituted inexcusable neglect.

21 **b. Zandian Has Failed To Show He Lacked Intent To Delay**

22 Zandian received all of the papers and pleadings in this matter. However, he failed to
23 respond to Plaintiff's discovery and willfully ignored the proceedings of this matter. In fact,
24 Zandian waited nearly six months to secure new counsel and file the motion to set aside.
25 Furthermore, Zandian failed to file an opposition to the application for judgment.
26 Accordingly, the Court finds that Zandian has failed to establish the absence of an intent to
27 delay.

28 **c. Whether Zandian Lacked Knowledge Of Procedural Requirements**

1 Zandian unquestionably had notice of the written discovery, motions and orders filed in
2 this matter, and yet he ignored all of these documents. All that was required of Zandian was to
3 either personally respond to the discovery and motions or obtain counsel to appear on his
4 behalf. Zandian knew discovery had been served but deliberately chose to ignore it. Zandian
5 knew a motion for sanctions and an application for judgment had been filed, which led to the
6 judgment, but Zandian chose to ignore those items as well. Zandian's failure to obtain new
7 counsel or otherwise act on his own behalf is inexcusable. See *Kahn* 108 Nev. at 514-15, 835
8 P.2d at 793-4. As the Nevada Supreme Court stated in *Kahn*:

9 we are not confronted here with some subtle or technical aspect of
10 procedure, ignorance of which could readily be excused. The requirements
11 of the rule are simple and direct. *To condone the actions of a party who has*
12 *sat on its rights only to make a last-minute rush to set aside judgment would*
be to turn NRCP 60(b) into a device for delay rather than the means for
relief from an oppressive judgment that it was intended to be.

13 *Id.* (citing *Union*, 96 Nev. at 339, 609 P.2d at 324 (citing *Franklin v. Bartsas Realty, Inc.*, 95
14 Nev. 559, 598 P.2d 1147 (1979); *Central Operating Co. v. Utility Workers of America*, 491
15 F.2d 245 (4th Cir.1974)) (emphasis added in original)).

16 Zandian had sufficient knowledge to act responsibly. He had previously retained
17 counsel to defend this action and retained new counsel to set aside the judgment. Therefore,
18 this Court cannot conclude that Zandian failed to respond to set aside the default judgment
19 because he was ignorant of procedural requirements.

20 **d. Whether Zandian Acted In Good Faith**

21 Zandian has not provided any valid reason for failing to respond to the requested
22 discovery, the motion for sanctions or the application for judgment. Furthermore, he has not
23 provided a reasonable explanation for waiting over five months to obtain other counsel despite
24 having knowledge of the judgment entered against him.

25 Based upon the fact that Zandian knew about this case and continued to receive the
26 papers and pleadings from this matter, it was inexcusable for Zandian not to respond to the
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28

1 earlier discovery requests and motions. Zandian has not demonstrated good faith. In fact,
2 Zandian has only demonstrated inexcusable neglect by his willful failure to respond to, and
3 participate in, this action. Accordingly, the Court determines that Zandian lacked good faith in
4 contesting this action.

5 **e. Whether This Case Should Be Tried On The Merits For Policy Reasons**

6 The Nevada Supreme Court has held that “good public policy dictates that cases be
7 adjudicated on their merits.” *See Kahn* 108 Nev. at 516, 835 P.2d at 794 (citing *Hotel Last*
8 *Frontier v. Frontier Prop.*, 79 Nev. 150, 155–56, 380 P.2d 293, 295 (1963) (original
9 emphasis). However, this policy has its limits:
10

11 We wish not to be understood, however, that this judicial tendency to grant
12 relief from a default judgment implies that the trial court should always
13 grant relief from a default judgment. Litigants and their counsel may not
14 properly be allowed to disregard process or procedural rules with impunity.
Lack of good faith or diligence, or lack of merit in the proposed defense,
may very well warrant a denial of the motion for relief from the judgment.

15 *Id.* (citing *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d at 256 (1968)).

16 Zandian has disregarded the process and procedural rules of this matter with impunity.
17 He has repeatedly ignored this matter and failed to respond to the written discovery and
18 motions in this matter since his former attorney John Peter Lee withdrew from representation.
19 Zandian’s lack of good faith or diligence warrants a denial of the motion to set aside.

20 Zandian’s complete failure to respond to the discovery requests and subsequent
21 motions evidences his willful and recalcitrant disregard of the judicial process, which
22 prejudiced Plaintiff. *Foster v. Dingwall*, 227 P.3d 1042, 1049 (Nev. 2010) (citing *Hamlett v.*
23 *Reynolds*, 114 Nev. 863, 865, 963 P.2d 457, 458 (1998) (upholding the district court’s strike
24 order where the defaulting party’s “constant failure to follow [the court’s] orders was
25 unexplained and unwarranted”); *In re Phenylpropanolamine (PPA) Products*, 460 F.3d 1217,
26 1236 (9th Cir.2006) (holding that, with respect to discovery abuses, “[p]rejudice from
27 unreasonable delay is presumed” and failure to comply with court orders mandating discovery
28 “is sufficient prejudice”).

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

9
10 **IV. CONCLUSION**

11 The record provides substantial evidence to support this denial of Zandian's motion to
12 set aside. Further, the policy of resolving cases on the merits does not allow litigants "to
13 disregard process or procedural rules with impunity." *Kahn*, 108 Nev. at 516, 835 P.2d at 794
(quoting *Lentz v. Boles*, 84 Nev. 197, 200, 438 P.2d 254, 256-57 (1968)).

14 Zandian has failed to show mistake, inadvertence, surprise or excusable neglect
15 pursuant to NRCP 60(b). Zandian had every opportunity to properly defend this action and
16 instead made a voluntary choice not to. Therefore, Zandian's motion to set aside is hereby
17 DENIED.

18
19 DATED: This 6th day of February, 2014. IT IS SO ORDERED:

20
21 
22 JAMES T. RUSSELL
23 DISTRICT COURT JUDGE
24
25
26
27
28

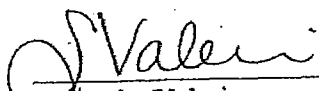
CERTIFICATE OF MAILING

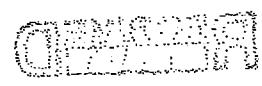
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I hereby certify that on the 6 day of February, 2014, I placed a copy of the foregoing in the United States Mail, postage prepaid, addressed as follows:

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

Geoffrey W. Hawkins
Johnathon Fayeghi
Hawkins Melendrez, P.C.
9555 Hillwood Drive, Suite 150
Las Vegas, NV 89134


Samantha Valerius
Law Clerk, Department I



ORIGINAL

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

REC'D & FILED
2014 FEB 12 PM 3:22
ALAN GLOVER
CLERK
BY *[Signature]*
DEPUTY

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

24 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**MOTION FOR ORDER TO SHOW
CAUSE REGARDING CONTEMPT**

25 PLEASE TAKE NOTICE that Plaintiff Jed Margolin by and through his attorneys,
26 requests that this Court issue an Order requiring Reza Zandian ("Zandian") to appear and show
27 cause why he should not be held in Contempt of Court for having deliberately and willfully
28 violated the Court's January 13, 2014 Order Granting Plaintiff's Motion for Debtor
Examination and to Produce Documents. The Order is attached hereto as Exhibit 1.

According to the Order, Zandian was required to:

1 1. Appear before the Court and answer upon oath or affirmation concerning his
2 property at a Judgment Debtor Examination under the authority of a Judge of the Court on
3 February 11, 2014 at 9:00 a.m.; and,

4 2. To produce to Plaintiff's counsel at least one week prior to the Judgment Debtor
5 Examination, all information and documents identifying, related to, and/or comprising the
6 following:

- 7
- 8 a. Any and all information and documentation identifying real property, computers,
9 cell phones, intellectual property, vehicles, brokerage accounts, bank deposits and
10 all other assets that may be available for execution to satisfy the Judgment entered
11 by the Court, including, but not limited to, information relating to financial
12 accounts, monies owed to Zandian by others, etc.
 - 13 b. Documents sufficient to show Zandian's balance sheet for each month for the years
14 2007 to the present.
 - 15 c. Documents sufficient to show Zandian's gross revenues for each month for the
16 years 2007 to the present.
 - 17 d. Documents sufficient to show Zandian's costs and expenses for each month for the
18 years 2007 to the present.
 - 19 e. All tax returns filed by Zandian with any governmental body for the years 2007 to
20 the present, including all schedules, W-2's and 1099's.
 - 21 f. All of Zandian's accounting records, computerized electronic and/or printed on
22 paper format for the years 2007 to the present.
 - 23 g. All of Zandian's statements, cancelled checks and related banking documents for
24 any bank, brokerage or other financial account at least partially controlled by
25 Zandian, or recorded in the name of Zandian or for Zandian's benefit, for the years
26 2007 to the present.
 - 27 h. All of Zandian's checkbooks, checkbook stubs and checkbook entries for the years
28 2007 to the present.

- 1 i. Documents sufficient to show the means and source of payment of Zandian's
- 2 current residence and any other residence for the years 2007 to the present.
- 3 j. Documents sufficient to show the means and source of payment of Zandian's
- 4 counsel in this matter.
- 5 k. Any settlement agreements by which another party has agreed to pay money to
- 6 Zandian.

7 *See Exhibit 1.*

8 On February 10, 2014, Zandian's counsel informed Plaintiff's counsel that Zandian "is
9 currently in the middle east on business" and "will not be able to attend the debtor's
10 examination" tomorrow morning in front of Judge Russell. Zandian's counsel also informed
11 Plaintiff's counsel on February 10, 2014, that no documents have been produced regarding the
12 debtor's examination allegedly "due to the short amount of time provided." *See Exhibit 2,*
13 which is a copy of the February 10, 2014 email, attached hereto.

14 Without providing any justification, Zandian has violated the Court's Order by not
15 providing the documents to Plaintiff by February 4, 2014, and by refusing and failing to appear
16 at the Court-ordered debtor's examination on February 11, 2014. Plaintiff therefore requests
17 that Zandian be ordered to appear in Court to Show Cause why he should not be held in
18 Contempt of Court.

19 **POINTS AND AUTHORITIES**

20 **I. Background**

21 Plaintiff Jed Margolin is the named inventor on United States Patent No. 5,566,073
22 ("the '073 Patent"), United States Patent No. 5,904,724 ("the '724 Patent"), United States
23 Patent No. 5,978,488 ("the '488 Patent") and United States Patent No. 6,377,436 ("the '436
24 Patent") (collectively "the Patents"). *See Amended Complaint*, filed 8/11/11, ¶¶ 9-10. In
25 2004, Mr. Margolin granted to Robert Adams, then CEO of Optima Technology, Inc. (later
26 renamed Optima Technology Group (hereinafter "OTG"), a Cayman Islands Corporation
27 specializing in aerospace technology) a Power of Attorney regarding the Patents. *Id.* at ¶ 11.

1 Subsequently, Mr. Margolin assigned the '073 and '724 Patents to OTG and revoked the
2 Power of Attorney. *Id.* at ¶ 13.

3 In May 2006, OTG and Mr. Margolin licensed the '073 and '724 Patents to Geneva
4 Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to a royalty agreement
5 between Mr. Margolin and OTG. *Id.* at ¶ 12. On or about October 2007, OTG licensed the
6 '073 Patent to Honeywell International, Inc., and Mr. Margolin received a royalty payment
7 pursuant to a royalty agreement between Mr. Margolin and OTG. *Id.* at ¶ 14.

8 On or about December 5, 2007, Zandian filed with the U.S. Patent and Trademark
9 Office ("USPTO") assignment documents allegedly assigning all four of the Patents to Optima
10 Technology Corporation ("OTC"), a company apparently owned by Zandian at the time. *Id.* at
11 ¶ 15. Shortly thereafter, on November 9, 2007, Mr. Margolin, Robert Adams, and OTG were
12 named as defendants in the case titled *Universal Avionics Systems Corporation v. Optima*
13 *Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the "Arizona action"). *Id.* at ¶ 17.
14 Zandian was not a party in the Arizona action. Nevertheless, the plaintiff in the Arizona action
15 asserted that Mr. Margolin and OTG were not the owners of the '073 and '724 Patents, and
16 OTG filed a cross-claim for declaratory relief against Optima Technology Corporation
17 ("OTC") in order to obtain legal title to the respective patents. *Id.*

18 On August 18, 2008, the United States District Court for the District of Arizona
19 entered a default judgment against OTC and found that OTC had no interest in the '073 or
20 '724 Patents, and that the assignment documents filed with the USPTO were "forged, invalid,
21 void, of no force and effect." *Id.* at ¶ 18; *see also* Exhibit B to Zandian's Motion to Dismiss,
22 dated 11/16/11, on file herein.

23 Due to Zandian's acts, title to the Patents was clouded and interfered with Plaintiff's
24 and OTG's ability to license the Patents. *Id.* at ¶ 19. In addition, during the period of time Mr.
25 Margolin worked to correct record title of the Patents in the Arizona action and with the
26 USPTO, he incurred significant litigation and other costs associated with those efforts. *Id.* at ¶
27 20.

28

1 **II. PROCEDURAL BACKGROUND**

2 Plaintiff filed his Complaint on December 11, 2009, and the Complaint was personally
3 served on Zandian on February 2, 2010, and on Defendants Optima Technology Corporation, a
4 Nevada corporation, and Optima Technology Corporation, a California corporation on March
5 21, 2010. Zandian's answer to Plaintiff's Complaint was due on February 22, 2010, but
6 Zandian did not answer the Complaint or respond in any way. Default was entered against
7 Zandian on December 2, 2010, and Plaintiff filed and served a Notice of Entry of Default on
8 Zandian on December 7, 2010 and on his last known attorney on December 16, 2010.

9 The answers of Defendants Optima Technology Corporation, a Nevada corporation,
10 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,
11 but Defendants did not answer the Complaint or respond in any way. Default was entered
12 against Defendants Optima Technology Corporation, a Nevada corporation, and Optima
13 Technology Corporation, a California corporation on December 2, 2010. Plaintiff filed and
14 served a Notice of Entry of Default on the corporate entities on December 7, 2010 and on their
15 last known attorney on December 16, 2010.

16 The defaults were set aside and Zandian's motion to dismiss was denied on August 3,
17 2011. On September 27, 2011, this Court ordered that service of process against all
18 Defendants may be made by publication. As manifested by the affidavits of service, filed
19 herein on November 7, 2011, all Defendants were duly served by publication by November
20 2011.

21 On February 21, 2012, the Court denied Zandian's motion to dismiss the Amended
22 Complaint. On March 5, 2012, Zandian served a General Denial to the Amended Complaint.
23 On March 13, 2012, the corporate Defendants served a General Denial to the Amended
24 Complaint.

25 On June 28, 2012, this Court issued an order requiring the corporate Defendants to
26 retain counsel and that counsel enter an appearance on behalf of the corporate Defendants by
27 July 15, 2012. The June 28, 2012 order further provided that if no such appearance was
28 entered, the corporate Defendants' General Denial would be stricken. Since no appearance

1 was entered on behalf of the corporate Defendants, a default was entered against them on
2 September 24, 2012. A notice of entry of default judgment was filed and served on November
3 6, 2012.

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

10 On January 15, 2013, this Court issued an order striking the General Denial of Zandian
11 and awarding his fees and costs incurred in bringing the NRC 37 Motion. A default was
12 entered against Zandian on March 28, 2013, and a notice of entry of default judgment was
13 filed and served on April 5, 2013.

14 On April 17, 2013, Mr. Margolin filed an Application for Default Judgment, which was
15 served on Zandian and the corporate Defendants. Since Zandian did not respond to the
16 Application for Default Judgment, a Default Judgment was entered on June 24, 2013. Notice
17 of entry of the Default Judgment was served on Zandian on June 26, 2013 and filed on June
18 27, 2013.

19 Over five and a half months later, on December 19, 2013, Zandian served his Motion
20 to Set Aside on Plaintiff. Zandian's Motion to Set Aside claims that he never received any
21 written discovery or notice of the pleadings and papers filed in this matter after his counsel
22 withdrew as his former counsel provided an erroneous last known address to the Court and the
23 parties when he withdrew, and therefore Zandian requests that the judgment be set aside.

24 On February 6, 2014, the Court entered an Order denying Zandian's request to set
25 aside the judgment. The Court found that Zandian failed to show mistake, inadvertence,
26 surprise or excusable neglect pursuant to NRC 60(b) and that "Zandian had every opportunity
27 to properly defend this action and instead made a voluntary choice not to." See Order, dated
28 2/6/14 at 9:14-17.

1 Also, on December 11, 2013, Plaintiff filed the subject motion for judgment debtor
2 examination and to produce documents. Zandian failed to file any opposition to the motion for
3 debtor's examination. Accordingly, on January 13, 2014, the Court granted the motion for
4 debtor examination and to produce documents. On January 16, 2014, Plaintiff served Zandian
5 with notice of entry of the Court's order granting the debtor's examination and the production
6 of documents prior thereto. See Notice of Entry of Order Granting Plaintiff's Motion for
7 Debtor Examination and to Produce Documents, dated 1/16/14, on file herein; see also Exhibit
8 3, Email, dated 1/16/14, Nancy Lindsley (Plaintiff's counsel) to Lauren Kidd (Zandian's
9 counsel), which included a copy of the Order Granting Plaintiff's Motion for Debtor's
10 Examination and to Produce Documents and the Notice of Entry of that order.

11 On February 10, 2014, Zandian's counsel informed Plaintiff's counsel that Zandian "is
12 currently in the middle east on business" and "will not be able to attend the debtor's
13 examination" tomorrow morning in front of Judge Russell. Zandian's counsel also informed
14 Plaintiff's counsel on February 10, 2014, that no documents have been produced regarding the
15 debtor's examination allegedly "due to the short amount of time provided." See Exhibit 2.

16 III. Legal Argument

17 NRS 1.210(3) states that "[t]he Court has the power to compel obedience to its orders."
18 NRS 22.010(3) provides that the "refusal to abide by a lawful order issued by the Court is
19 contempt." See also *Matter of Water Rights of Humboldt River*, 118 Nev. 901, 907, 59 P.3d
20 1226, 1229-30 (2002) (noting that the district court generally has particular knowledge of
21 whether contemptible conduct occurred and thus its decisions regarding contempt are given
22 deference).

23 "Courts have inherent power to enforce their decrees through civil contempt
24 proceedings, and this power cannot be abridged by statute." *In re Determination of Relative
25 Rights of Claimants & Appropriators of Waters of Humboldt River Stream Sys. & Tributaries*,
26 118 Nev. 901, 909, 59 P.3d 1226, 1231 (2002) (citing *Noble v. Noble*, 86 Nev. 459, 463, 470
27 P.2d 430, 432 (1970)). "A civil contempt order may be used to compensate the contemnor's
28

1 adversary for costs incurred because of the contempt.” *Id.* (citing *State, Dep’t Indus. Rel. v.*
2 *Albanese*, 112 Nev. 851, 856, 919 P.2d 1067, 1070–71 (1996)).

3 “[D]istrict judges are afforded broad discretion in imposing sanctions” and the Nevada
4 Supreme Court “will not reverse the particular sanctions imposed absent a showing of abuse of
5 discretion.” *State, Dep’t of Indus. Relations, Div. of Indus. Ins. Regulation v. Albanese*, 112
6 Nev. 851, 856, 919 P.2d 1067, 1070 (1996) (citing *Young v. Johnny Ribeiro Building*, 106
7 Nev. 88, 92, 787 P.2d 777, 779 (1990)).

8 “Generally, an order for civil contempt must be grounded upon one’s disobedience of
9 an order that spells out ‘the details of compliance in clear, specific and unambiguous terms so
10 that such person will readily know exactly what duties or obligations are imposed on him.’”
11 *Southwest Gas Corp. v. Flintkote Co.*, 99 Nev. 127, 131, 659 P.2d 861, 864 (1983) (quoting *Ex*
12 *parte Slavin*, 412 S.W.2d 43, 44 (Tex.1967)). “[A] sanction for ‘[c]ivil contempt is
13 characterized by the court’s desire to ... compensate the contemnor’s adversary for the injuries
14 which result from the noncompliance.’” *Albanese*, 112 Nev. at 856, 919 P.2d at 1071 (citing
15 *In re Crystal Palace Gambling Hall, Inc.*, 817 F.2d 1361 (9th Cir.1987) (citations omitted)).
16 “However, an award to an opposing party is limited to that party’s actual loss.” *United States*
17 *v. United Mine Workers of America*, 330 U.S. 258, 304, 67 S.Ct. 677, 701, 91 L.Ed. 884
18 (1947); *Shuffler v. Heritage Bank*, 720 F.2d 1141 (9th Cir.1983); *Falstaff*, 702 F.2d at 779.

19 The undisputed facts are crystal clear that Zandian violated this Court’s debtor’s
20 examination Order by failing to produce the documents one week prior to the debtor’s
21 examination and by failing to appear at the debtor’s examination, after he was served with the
22 Order requiring the same. *Supra*. There can be no justification for Zandian’s actions. The full
23 damages to Plaintiff from Zandian’s conduct and contempt for this Court cannot be measured.

24 Plaintiff respectfully requests this Court issue an order to show cause why Zandian
25 should not be held in contempt. Plaintiff further requests that the Court hold Zandian in
26 contempt and award an appropriate compensatory sanction, both to coerce Zandian’s
27 compliance with the debtor’s examination Order as well as compensate Plaintiff for his
28 damages. Plaintiff also respectfully requests that he be awarded his attorney fees and costs

1 associated with bringing the motion for debtor's examination and this motion for order to
2 show cause regarding contempt. If the Court deems that such an award of attorney fees and
3 costs is warranted, Plaintiff will file a subsequent affidavit and cost memorandum.

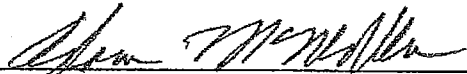
4 **IV. CONCLUSION**

5 For all of the foregoing reasons, this Court should grant Plaintiff's Motion for Order to
6 Show Cause Regarding Contempt.

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

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

10 Dated this 12th day of February, 2014.

11 BY: 
12 Matthew D. Francis (6978)
13 Adam P. McMillen (10678)
14 WATSON ROUNDS
15 5371 Kietzke Lane
16 Reno, NV 89511
17 Telephone: 775-324-4100
18 Facsimile: 775-333-8171
19 *Attorneys for Plaintiff Jed Margolin*
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1 CERTIFICATE OF SERVICE

2 Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, **MOTION FOR ORDER TO SHOW CAUSE**
5 **REGARDING CONTEMPT**, addressed as follows:

6 Johnathon Fayeghi, Esq.
7 Hawkins Melendrez
8 9555 Hillwood Dr., Suite 150
9 Las Vegas, NV 89134
10 *Counsel for Reza Zandian*

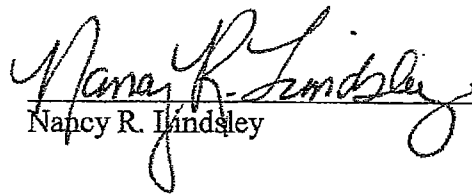
11 Optima Technology Corp.
12 A California corporation
13 8401 Bonita Downs Road
14 Fair Oaks, CA 95628

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16 A Nevada corporation
17 8401 Bonita Downs Road
18 Fair Oaks, CA 95628

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

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

27 Dated: February 12, 2014.

28 
Nancy R. Lindsley

INDEX OF EXHIBITS

Exhibit No.	Title	Number of Pages
1	Order Granting Plaintiff's Motion for Debtor's Examination and to Produce Documents	5
2	Email between counsel regarding failure to comply with Court's Order Granting Plaintiff's Motion for Debtor's Examination and to Produce Documents	4
3	Email from Nancy Lindsley, Plaintiff's counsel's staff, to Lauren Kidd, Defendant Zandian's counsel's staff, transmitting courtesy copies of documents	2

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Exhibit 1

Exhibit 1

1 Case No. 09 0C 00579 1B

2 Dept. No. I

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2014 JAN 13 PM 4:16

ALAN GLOVER

G. C. COURTNEY

5 In The First Judicial District Court of the State of Nevada

6 In and for Carson City

7 JED MARGOLIN, an individual,

8 Plaintiff,

9 vs.

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

20 Defendants.

[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
DEBTOR EXAMINATION AND
TO PRODUCE DOCUMENTS

21 This matter comes before the Court on Plaintiff JED MARGOLIN's Motion for Debtor
22 Examination and to Produce Documents, filed on December 11, 2013.

23 The Court finds that Defendants have not opposed the Motion for Debtor Examination
24 and to Produce Documents. The non-opposition by Defendants to Plaintiff's Motion constitutes
25 a consent to the granting of the motion.

26 The Court finds good cause exists to grant Plaintiff's Motion for Debtor Examination
27 and to Produce Documents.

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1 NOW, THEREFORE, IT HEREBY IS ORDERED as follows:

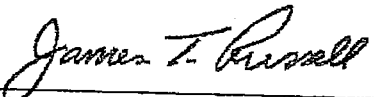
2 1. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
3 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
4 GHONONREZA ZANDIAN JAZI is hereby ordered to appear before the Court and answer
5 upon oath or affirmation concerning Defendant's property at a Judgment Debtor Examination
6 under the authority of a Judge of the Court on the following date February 11, 2014 @ 9:00 AM; and,

7 2. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
8 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
9 GHONONREZA ZANDIAN JAZI is hereby ordered to produce to Mr. Margolin's counsel at
10 least one week prior to the Judgment Debtor Examination, so that counsel may effectively
11 review and question Zandian regarding the documents, all information and documents
12 identifying, related to, and/or comprising the following:

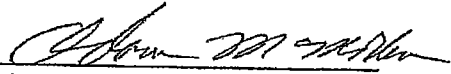
- 13
- 14 a. Any and all information and documentation identifying real property, computers,
15 cell phones, intellectual property, vehicles, brokerage accounts, bank deposits and
16 all other assets that may be available for execution to satisfy the Judgment entered
17 by the Court, including, but not limited to, information relating to financial
18 accounts, monies owed to Zandian by others, etc.
 - 19 b. Documents sufficient to show Zandian's balance sheet for each month for the years
20 2007 to the present.
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22 years 2007 to the present.
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24 years 2007 to the present.
 - 25 e. All tax returns filed by Zandian with any governmental body for the years 2007 to
26 the present, including all schedules, W-2's and 1099's.
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- 1 f. All of Zandian's accounting records, computerized electronic and/or printed on
- 2 paper format for the years 2007 to the present.
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- 4 any bank, brokerage or other financial account at least partially controlled by
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- 10 current residence and any other residence for the years 2007 to the present.
- 11 j. Documents sufficient to show the means and source of payment of Zandian's
- 12 counsel in this matter.
- 13 k. Any settlement agreements by which another party has agreed to pay money to
- 14 Zandian.

15 DATED: This 13th day of January, 2014.

16
17 
18 JAMES T. RUSSELL
19 DISTRICT COURT JUDGE

19 Respectfully submitted by,
20 WATSON ROUNDS, P.C.

21 By: 
22 Adam P. McMillen, Esquire
23 Nevada Bar No. 10678
24 5371 Kietzke Lane
25 Reno, NV 89511
26 Telephone: (775) 324-4100
27 Facsimile: (775) 333-8171
28 Email: amcmillen@watsonrounds.com
Attorney for Plaintiff

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCPC 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, *Proposed Order Granting Motion for Debtor*
5 **Examination and for Production of Documents**, addressed as follows:

6 Geoffrey W. Hawkins, Esquire
7 Johnathon Fayeghi, Esquire
8 Hawkins Melendrez, P.C.
9 9555 Hillwood Drive, Suite 150
10 Las Vegas, Nevada 89134

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

14 Optima Technology Corp.
15 A California corporation
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San Diego, CA 92122

Dated: January 9th, 2014

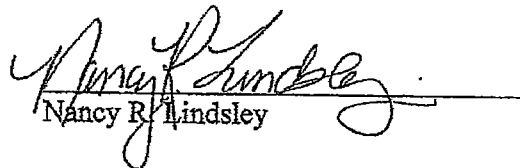

Nancy R. Lindsley

Exhibit 2

Exhibit 2

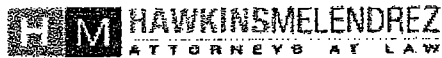
Adam McMillen

From: John Fayeghi [JFayeghi@hawkinsmelendrez.com]
Sent: Monday, February 10, 2014 8:49 AM
To: Adam McMillen
Cc: Geoffrey Hawkins
Subject: RE: Margolin v. Zandian, et al.

Dear Mr. McMillen,

I apologize for not getting back to you on Friday, I was stuck in deposition all day. With regard to the requested documents, I have not been able to obtain the same from my client due to the short amount of time provided. With regard to the debtor's examination, it is my understanding that Mr. Zandian is currently in the middle east on business. As such, Mr. Zandian will not be able to attend the debtor's examination.

Very truly yours,



Johnathon Fayeghi, Esq.
9555 Hillwood Dr., Ste. 150
Las Vegas, NV 89134
Tel.: 702-318-8800
Fax.: 702-318-8801
jfayeghi@hawkinsmelendrez.com

From: Adam McMillen [mailto:amcmillen@watsonrounds.com]
Sent: Monday, February 10, 2014 8:28 AM
To: John Fayeghi
Cc: Geoffrey Hawkins; Nancy Lindsley
Subject: FW: Margolin v. Zandian, et al.

Hi John,

I still have not heard from you about the documents for tomorrow's debtor's examination. Unless I hear from you otherwise, you leave me no choice but to assume that you will not be providing the ordered documents and I will prepare for tomorrow's examination in front of Judge Russell accordingly, including requesting that Judge Russell issue sanctions for the failure to comply with the order.

Sincerely,

Adam P. McMillen
Attorney at Law

WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511

Telephone: (775) 324-4100
Facsimile: (775) 333-8171
amcmillen@watsonrounds.com

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From: Adam McMillen
Sent: Friday, February 07, 2014 1:06 PM
To: 'John Fayeghi'
Cc: Geoffrey Hawkins; Matt Francis
Subject: RE: Margolin v. Zandian, et al.

Hi John,

Since I did not hear from you I tried calling your office. However, your receptionist stated that you were just going into a deposition. I was calling to see where you and Zandian are at with regards to the documents and the debtor's examination, as discussed in our emails below. Please let me know the status of those issues.

Thank you,

Adam P. McMillen
Attorney at Law

WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511

Telephone: (775) 324-4100
Facsimile: (775) 333-8171
amcmillen@watsonrounds.com

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From: John Fayeghi [<mailto:JFayeghi@hawkinsmelendrez.com>]
Sent: Thursday, February 06, 2014 4:48 PM
To: Adam McMillen
Cc: Geoffrey Hawkins
Subject: RE: Margolin v. Zandian, et al.

Dear Mr. McMillen,

I am scheduled to have a telephone conference with my client tomorrow morning. I will contact you following said telephone conference.

Very truly yours,



Johnathon Fayeghi, Esq.
9555 Hillwood Dr., Ste. 150
Las Vegas, NV 89134
Tel.: 702-318-8800
Fax.: 702-318-8801
jfayeghi@hawkinsmelendrez.com

From: Adam McMillen [<mailto:amcmillen@watsonrounds.com>]
Sent: Thursday, February 06, 2014 12:52 PM
To: John Fayeghi
Cc: Nancy Lindsley; Lauren Kidd
Subject: FW: Margolin v. Zandian, et al.

Johnathon Fayeghi,

As you know, Zandian has been ordered to attend his debtor's examination on 2/11/14, which is this coming Tuesday. Zandian has also been ordered to produce certain financial documents, as outlined in the attached order. Those documents were supposed to have been produced to my office by no later than 2/4/14 (last Tuesday). Please produce the documents to my office by 2/7/14 (tomorrow) or I will be forced to file a motion for contempt.

Also, do you plan on attending the debtor's examination on 2/11/14? Also, Does Zandian plan on attending the debtor's examination? Please let me know so I can plan accordingly.

Sincerely,

Adam P. McMillen
Attorney at Law

WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511

Telephone: (775) 324-4100
Facsimile: (775) 333-8171
amcmillen@watsonrounds.com

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From: Nancy Lindsley
Sent: Thursday, January 16, 2014 3:16 PM
To: 'Lauren Kidd'
Subject: Margolin v. Zandian, et al.

Dear Ms. Kidd:

Attached please find courtesy copies of documents which have been filed in connection with the above-referenced matter. Please contact us if you have any questions.

Sincerely,

Nancy R. Lindsley
Paralegal to
Matthew D. Francis and
Adam P. McMillen



5371 Kietzke Lane

Reno, NV 89511

Telephone: (775) 324-4100

Facsimile: (775) 333-8171

nlindsley@watsonrounds.com

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Exhibit 3

Exhibit 3

Nancy Lindsley

From: Nancy Lindsley
Sent: Thursday, January 16, 2014 3:16 PM
To: 'Lauren Kidd'
Subject: Margolin v. Zandian, et al.
Attachments: 2014-0113 Order Granting Plaintiff's Motion for Debtor Examination and to Produce Documents.pdf; 2014-0116 Notice of Entry of Order Granting Debtor Examination.pdf

Dear Ms. Kidd:

Attached please find courtesy copies of documents which have been filed in connection with the above-referenced matter. Please contact us if you have any questions.

Sincerely,

Nancy R. Lindsley
Paralegal to
Matthew D. Francis and
Adam P. McMillen



5371 Kietzke Lane
Reno, NV 89511

Telephone: (775) 324-4100
Facsimile: (775) 333-8171
nlindsley@watsonrounds.com

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1 JASON D. WOODBURY
Nevada Bar No. 6870
2 KAEMPFER CROWELL
510 West Fourth Street
3 Carson City, Nevada 89703
Telephone: (775) 884-8300
4 Facsimile: (775) 882-0257
JWoodbury@kcnvlaw.com
5 *Attorneys for Reza Zandian*

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2014 FEB 21 PM 3:11
ALAN GLOVER
BY: W. Alegria CLERK
DEPUTY

6 IN THE FIRST JUDICIAL DISTRICT COURT
7 OF THE STATE OF NEVADA IN AND FOR
8 CARSON CITY

9 JED MARGOLIN, an individual,
10 Plaintiff,

11 vs.

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

Case No. 09OC00579 1B
Dept. No. I

18 Defendants.

19
20 SUBSTITUTION OF COUNSEL

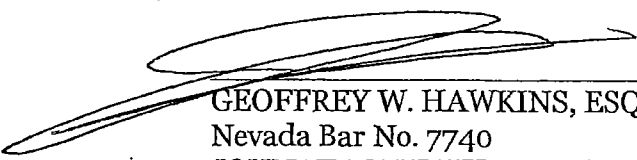
21 COME NOW, the law firm of Kaempfer Crowell Renshaw Gronauer & Fiorentino,
22 Jason Woodbury, the law firm of Hawkins Melendrez, P.C., Geoffrey W. Hawkins and
23 Johnathon Fayeghi, attorneys for the above-named Defendant Reza Zandian, and
24 hereby give notice that the law firm of Kaempfer Crowell Renshaw Gronauer &
Fiorentino is substituted as the attorney of record for the above-named Defendant, Reza

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22 UN R O
SI

1 Zandian, in the place and stead of the law firm of Hawkins Melendrez, P.C., Geoffrey W.
2 Hawkins and Johnathon Fayeghi for all purposes in the above-entitled matter. All
3 parties to this substitution further acknowledge their consent to such substitution by
4 their execution of this *Substitution of Counsel*.

5 DATED this 17th day of February, 2014.

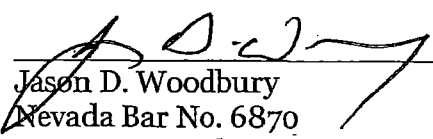
6 HAWKINS MELENDREZ, P.C.

7
8 
9 GEOFFREY W. HAWKINS, ESQ.
10 Nevada Bar No. 7740
11 JOHNATHON FAYEGHI, ESQ.
12 Nevada Bar No. 12736
13 9555 Hillwood Drive, Suite 150
14 Las Vegas, NV 89134
15 Telephone: (702) 318-8800
16 Facsimile: (702) 318-8801
17 e-mail: jfayeghi@hawkinsmelendrez.com

18 Kaempfer Crowell Renshaw Gronauer & Fiorentino hereby accepts substitution
19 as attorneys for the above-named Defendant, Reza Zandian in the place and stead of the
20 law firm of Hawkins Melendrez, P.C. and Johnathon Fayeghi.

21 DATED this 21st day of February, 2014.

22 KAEMPFER CROWELL RENSHAW
23 GRONAUER & FIORENTINO

24 
25 Jason D. Woodbury
26 Nevada Bar No. 6870
27 510 West Fourth Street
28 Carson City NV 89703
29 Telephone (775) 884-8300
30 Facsimile: (775) 882-0257
31 jwoodbury@kcnvlaw.com

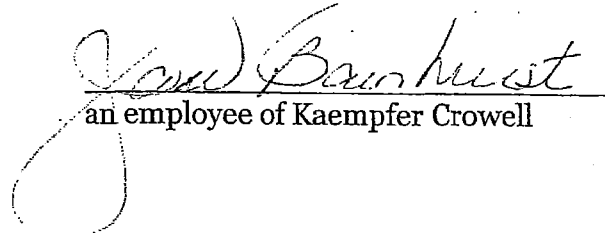
Case 5:14-K-00001-DAE
City, W M
Nevada
da 1 ER
8870FO C
22

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that service of the foregoing
3 **SUBSTITUTION OF COUNSEL** was made this date by depositing a true copy of the
4 same for mailing at Carson City, Nevada, addressed to each of the following:

5 Matthew D. Francis
6 Adam P. McMillen
7 WATSON ROUNDS
8 5371 Kietzke Lane
9 Reno, NV 89511

10 DATED this 21 day of February, 2014.

11 
12 an employee of Kaempfer Crowell

13
14
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01851 K
018 O/AE
019 W/M
020 N/P/PF
021 B/B/O/C
022 S/U/R
023 A/D
024 B

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2014 MAR -3 PM 4:44
ALAN GLOVER
B.C. GRIBBLE CLERK
DEPUTY

1 JASON D. WOODBURY
Nevada Bar No. 6870
2 SEVERIN A. CARLSON
Nevada Bar No. 9373
3 KAEMPFER CROWELL
510 West Fourth Street
4 Carson City, Nevada 89703
Telephone: (775) 884-8300
5 Facsimile: (775) 882-0257
jwoodbury@kcnvlaw.com

6 **Attorneys for Defendant,**
7 **REZA ZANDIAN**

8 IN THE FIRST JUDICIAL DISTRICT COURT
9 OF THE STATE OF NEVADA IN AND FOR
CARSON CITY

10 JED MARGOLIN, an individual,
11 Plaintiff,
12 us.

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

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

20 **OPPOSITION TO MOTION FOR ORDER**
TO SHOW CAUSE REGARDING CONTEMPT

21 COMES NOW Defendant, REZA ZANDIAN, by and through his undersigned
22 counsel of record, Kaempfer Crowell, and hereby opposes the *Motion for Order to Show*
23 *Cause Regarding Contempt* ("Motion") filed by Plaintiff in this matter on February 12,
24 2014. This Opposition is made pursuant to FJDCR 15 and is based on NRS 21.270,

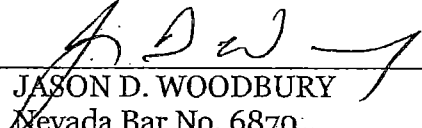
KAEMPFER CROWELL RENSCHAW
GROHNER & FLORENTINO
510 W. Fourth Street
Carson City, Nevada 89703

1 NRCP 69, the attached Memorandum of Points and Authorities, all papers and
2 pleadings on file herein, and any evidence and argument allowed by the Court at a
3 hearing on the *Motion* granted pursuant to FJDCR 15 or D.C.R. 15.

4 DATED this 3rd day of March, 2014.

5 KAEMPFER CROWELL

6
7 BY:


8 JASON D. WOODBURY

Nevada Bar No. 6870

9 SEVERIN A. CARLSON

Nevada Bar No. 9373

10 KAEMPFER CROWELL

510 West Fourth Street

11 Carson City, Nevada 89703

Telephone: (775) 884-8300

12 Facsimile: (775) 882-0257

e-mail: jwoodbury@kcnvlaw.com

13 scarlson@kcnvlaw.com

14 Attorneys for **Defendant, REZA ZANDIAN**

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. Factual Background

3 The following facts are pertinent to this Court's analysis in regard to Plaintiff's
4 request for the issuance of an order to show cause why Reza Zandian should not be held
5 in contempt of this Court:¹

- 6 (1) Reza Zandian does not reside in Carson City, Nevada²;
- 7 (2) On January 13, 2014, this Court issued its *Order Granting Plaintiff's*
8 *Motion for Debtor Examination and to Produce Documents* ("Order for
9 *Debtor Examination*")³;
- 10 (3) On January 16, 2014, counsel for Plaintiff served by regular mail a notice
11 of the entry of the *Order for Debtor Examination* upon counsel for Reza
12 Zandian⁴;

13
14 ¹ Although only a select few facts are relevant to the actual issue before the Court, Plaintiff's *Motion* offers
15 several pages of "background", most of which is obviously designed to engender bad will and disdain for
16 Mr. Zandian. *Motion* at 3:20 – 7:15. This *Opposition* will make no effort—because none is called for—to
17 refute material which is immaterial to the question of whether this Court should issue the requested
18 order. Suffice it to say, for now, that there are two sides to this story.

19 ² This is not to assert that there is no dispute over the residence of Mr. Zandian. Mr. Zandian continues to
20 maintain that he resides in France, while Plaintiff continues to contend that he resides in California.
21 Compare, e.g., *Affidavit of Reza Zandian in Support of Mot. to Set Aside Default J.* at ¶¶2-3 ("I am
22 currently a resident of Paris, France and have been living full-time at 6 Rue Edouard Fournier, 75116
23 Paris, France since August 11, 2011.... I have not resided in the United States since August 2011.") (Jan.
24 17, 2014) (attached hereto and marked as Exhibit 1); *Notice of Appeal* at 1:1-3, 22-25 (identifying Reza
Zandain's address at 6, rue Edouard Fournier, 75116 Paris, France) (Clark County District Court case
number A-11-635430-C, Dept. No. IV) (Mar. 15, 2013) (attached hereto and marked as Exhibit 2) with,
e.g., *Application for Default J.* at 13:5-7, 13-15 (April 16, 2013) (serving Mr. Zandian at one address in Fair
Oaks, California and one address in San Diego, California); *Declaration of Jed Margolin in Support of*
Appl. For Default J. at 5:6-8 (April 16, 2013) (serving Reza Zandian at address in San Diego, California);
Plaintiff's App. for Atty's Fees and Costs at 6:6-10 (serving Reza Zandian at two substantially similar
addresses in San Diego, California) (Feb. 15, 2013); *Complaint* at ¶4 ("On information and belief,
Defendant Reza Zandian ... is an individual who at all relevant times resided in San Diego, California or
Las Vegas, Nevada.") (Dec. 11, 2009). This is by no means an exhaustive recitation of the evidence which
has been offered on the point of Mr. Zandian's residence. In regard to the *Motion*, it does not matter
where Mr. Zandian resides, so long as it is not in Carson City, Nevada. And there has never been any
suggestion or indication by anyone in this case that he does.

³ See *Order Granting Pl.'s Mot. for Debtor Examination and to Produce Documents* (Jan. 13, 2014).

⁴ See *Notice of Entry of Or. Granting Pl.'s Mot. for Debtor Examination and to Produce Documents* (Jan.
16, 2014) (attached hereto and marked as Exhibit 3).

1 (4) The *Order for Debtor Examination* required Reza Zandian to appear on
2 February 11, 2014 at 9:00 a.m. before the Court in Carson City, Nevada⁵;
3 and

4 (5) The *Order for Debtor Examination* required Reza Zandian to produce 11
5 categories of documents to the office of Plaintiff's counsel no later than
6 February 4, 2014. Those categories of documents included, but were not
7 limited to:

8 (a) Any and all information and documentation identifying real
9 property, computers, cell phones, intellectual property, vehicles, brokerage
10 accounts, bank deposits and all other assets that may be available for
11 execution to satisfy the Judgment entered by the Court...

12 (b) Documents sufficient to show Zandian's balance sheet for
13 each month for the years 2007 to present;

14 (c) Documents sufficient to show Zandian's gross revenues for
15 each month for the years 2007 to present;

16 (d) Documents sufficient to show Zandian's costs and expenses
17 for each month for the years 2007 to present;

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

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

24

⁵ See *Order for Debtor Examination* at ¶1.

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(g) All of Zandian's checkbooks, checkbook stubs and checkbook entries for the years 2007 to the present;

(h) Documents sufficient to show the means and source of payment of Zandian's current residence and any other residence for the years 2007 to present; and

(i) Documents sufficient to show the means and source of payment of Zandian's counsel in this matter.⁶

As of the date of the *Order for Debtor Examination*, there had been a total of 85 months in the period referenced as "each month for the years 2007 to present."

II. Argument

A. Reza Zandian is not a resident of Carson City and therefore NRS 21.270 does not authorize his examination in Carson City.

Plaintiff's request for permission to conduct a debtor's examination in this case was based upon NRS 21.270, which authorizes and regulates the procedure.⁷ As such, it seems somewhat remarkable that Plaintiff's *Motion for Judgment Debtor Examination and to Produce Documents* quotes only a portion of the statute.⁸ Unfortunately, that that *Motion* included nothing to alert this Court that only a portion of the controlling statute was included, and that, in fact, the most relevant portion was excluded.

\\\\\\
\\\\\\
\\\\\\

⁶ See *Order for Debtor Examination* at ¶2(a) – (k).
⁷ See *Motion for Judgment Debtor Examination and to Produce Documents* at 1:24-25 (Dec. 11, 2013).
⁸ See *Motion for Judgment Debtor Examination and to Produce Documents* at 5:25 – 6:2 (1:24-25 ("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

KAEMPER CROWELL RENSHAW
GRONAUER & FIORENTINO
510 W. Fourth Street
Carson City, Nevada 89703

1 In its entirety, NRS 21.270(1) provides:

- 2 1. A judgment creditor, at any time after the judgment is entered, is entitled
3 to an order from the judge of the court requiring the judgment debtor to appear
4 and to answer upon oath or affirmation concerning his or her property, before:
5 (a) The judge or a master appointed by the judge; or
6 (b) An attorney representing the judgment creditor,
7 at a time and place specified in the order. **No judgment debtor may be
8 required to appear outside the county in which the judgment debtor
9 resides.**

6 (Emphasis added).

7 The emphasized provision could not be more clear and explicit. Under *anyone's*
8 interpretation of the evidence pertaining to the residence of Reza Zandian, there is no
9 information indicating that he resides in Carson City, Nevada—or that he ever has, for
10 that matter. Therefore, NRS 21.270 does not permit him to be the subject of a debtor's
11 examination here. The *Order for Debtor's Examination* should have never been issued.
12 Indeed, it is virtually certain that, had the applicable law been quoted or explained in its
13 entirety, this Court never would have issued such an order.⁹

14 As the *Order for Debtor's Examination* is contrary to NRS 21.270 in the first
15 place, Mr. Zandian should not be held in contempt for a failure to comply with the
16 requirements of that order, insofar as it required to personally present himself in Carson
17 City, Nevada for examination. For this reason, this Court should deny the *Motion*.

18 \\ \\ \\ \\

19 \\ \\ \\ \\

20 \\ \\ \\ \\

21
22 property' at an examination either before 1) the judge or master appointed by the judge or 2) an attorney
23 representing the judgment creditor. NRS 21.270(1)".

24 ⁹ To be fair, the fact that the *Motion for Judgment Debtor Examination and to Produce Documents* was
unopposed by then-counsel for Reza Zandian bears a fair share of the responsibility for the oversight. The
invalidity of the order subjecting Mr. Zandian to a debtor's examination should have been presented to
this Court in the context of an opposition. Nonetheless, the failure to respond does not expand the scope
of this Court's lawful authority beyond that which is authorized. In other words, the law is what the law is.

1 **B. Reza Zandian should not be held in contempt for failing to**
2 **comply with a requirement reducing by half his time to respond**
3 **to an ordered document production.**

3 Next, Plaintiff complains that Mr. Zandian failed to comply with this Court's
4 *Order for Debtor's Examination* "by failing to produce the documents one week prior to
5 the debtor's examination."¹⁰ Once again, Plaintiff takes generous—and unauthorized—
6 liberties with the procedural regulation of supplementary proceedings in aid of
7 judgment execution.

8 NRCP 69(a) provides:

9 (a) *In general.* Process to enforce a judgment for the payment of money shall
10 be a writ of execution, unless the court directs otherwise. The procedure on
11 execution, in proceedings supplementary to and in aid of a judgment, and in
12 proceedings on and in aid of execution shall be in accordance with the practice
13 and procedure of the State. ***In aid of the judgment or execution, the***
14 ***judgment creditor*** or a successor in interest when that interest appears of
15 record, ***may obtain discovery from any person, including the***
16 ***judgment debtor, in the manner provided in these rules.***

13 (Emphasis added).

14 The emphasized language permits Plaintiff, as the judgment creditor, to utilize
15 the discovery techniques set forth in the Nevada Rules of Civil Procedure. As such, the
16 *Order for Debtor's Examination*, insofar as it required the production of documents by
17 Reza Zandian, is sound. However, the term "in the manner provided in these rules" is
18 more than an authorization. It is also a limitation. That is, the language authorizes the
19 use of discovery techniques, but requires them to be exercised in accordance with the
20 Nevada Rules of Civil Procedure.

21 The production of documents is governed by NRCP 34. Under that rule, a party,
22 in this case Reza Zandian, would be allowed 30 days to serve a written response to a

24 And the failure to present an accurate statement of the law in a timely fashion, while regrettable in this
 instance, does not change the lawful authority—and limitations thereon—of this Court.

¹⁰ See *Motion* at 8:20-21.

1 request for the production of documents.¹¹ Applied in the context of this case, 30 days
2 from service of the *Order for Debtor's Examination* would have required the document
3 disclosure by February 18, 2014.¹² Of course, Reza Zandian's time for production was
4 drastically reduced from that to February 4, 2014. The result was a requirement that
5 Reza Zandian produce 11 categories of documents, several of which required 85 months
6 of information, within two weeks—half of the time allotted for a “normal” document
7 production.¹³

8 Of course, this Court has the authority to compel a shorter or allow a longer time
9 than 30 days to produce documents in accordance with NRCP 34.¹⁴ And while Plaintiff
10 may contend that this authority was invoked by the Court in its *Order for Debtor's*
11 *Examination*, the contention seems dubious for two reasons. First, Plaintiff's *Motion*
12 *for Judgment Debtor Examination and to Produce Documents* includes no discussion
13 supporting a request to shorten the time for production. And, second, there is, in fact,
14 no urgency to limit the time frame for the production of the requested documents. The
15 judgment in this case has existed for quite some time prior to the request for
16 supplementary proceedings. In regard to that judgment, the interests of Plaintiff are
17 protected from fraudulent transfers by Chapter 112 of Nevada Revised Statutes. Other
18 than Plaintiff's yearn to expedite execution—shared by nearly all judgment creditors
19 throughout history—there is no meaningful reason to reduce by half the opportunity for

20
21 ¹¹ See NRCP 34(b) (“The party upon whom the request is served shall serve a written response within 30 days after the service of the request.”)

22 ¹² See NRCP 6.

23 ¹³ Again, it must be conceded that it would have been far better to present this position in the context of an
24 opposition to the *Motion for Judgment Debtor Examination and to Produce Documents*. But be that as it may, counsel for Reza Zandian did alert Plaintiff's counsel in advance that it would not be possible to comply with the order's production requirement “due to the short amount of time provided.” Exhibit 2 to *Motion*.

¹⁴ NRCP 34(b) (“A shorter or longer time may be directed by the court...”)

1 Reza Zandian to respond to the expansive request set forth in the Order for Debtor's
2 Examination.

3 These circumstances do not warrant a determination that Reza Zandian is in
4 contempt of this Court or that the sanctions which Plaintiff requests should be imposed.

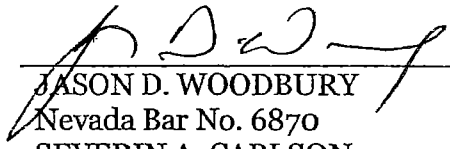
5 For this reason, this Court should deny the Motion at this time.

6 **III. Conclusion**

7 For these reasons, it is respectfully requested that this Court enter an order
8 denying the Motion.

9 DATED this 3rd day of March, 2014.

10 KAEMPFFER CROWELL

11
12 BY: 
13 JASON D. WOODBURY
14 Nevada Bar No. 6870
15 SEVERIN A. CARLSON
16 Nevada Bar No. 9373
17 KAEMPFFER CROWELL
18 510 West Fourth Street
19 Carson City, Nevada 89703
20 Telephone: (775) 884-8300
21 Facsimile: (775) 882-0257
22 e-mail: jwoodbury@kcnvlaw.com
23 scarlson@kcnvlaw.com
24 Attorneys for **Defendant, REZA ZANDIAN**

KAEMPFFER CROWELL RENSHAW
GRONAUER & FIORENTINO
510 W. Fourth Street
Carson City, Nevada 89703

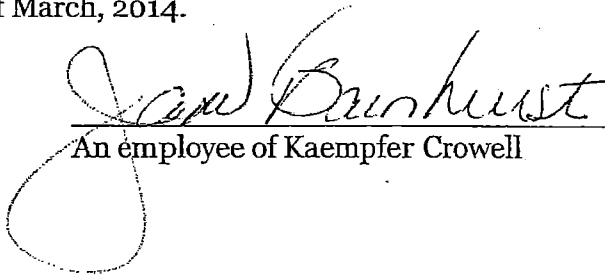
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that service of the foregoing OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE REGARDING CONTEMPT was made this date by depositing a true and correct copy of the document in the United States mail, postage pre-paid at Carson City, Nevada, addressed to:

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

DATED this 3rd day of March, 2014.


An employee of Kaempfer Crowell

JED MARGOLIN, an individual,

Plaintiff,

vs.

**OPTIMA TECHNOLOGY CORPORATION, a California corporation,
OPTIMA TECHNOLOGY CORPORATION, a Nevada corporation, REZA
ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN
aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONOREZA
ZANDIAN JAZI, an individual, DOE Companies 1-10, DOE Corporations 11-
20, and DOE Individuals 21-30,**

Defendants.

**In the First Judicial District Court
of the State of Nevada in and for Carson City**

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

**EXHIBIT INDEX
to
Opposition Motion for Order to Show Cause Regarding Contempt**

Exhibit No.	Description of Exhibit	Exhibit Pages
1	<i>Affidavit of Reza Zandian in Support of Motion to Set Aside Default Judgment . (Jan. 17, 2014)</i>	2
2	<i>Notice of Appeal (Mar. 15, 2013)</i>	2
3	<i>Notice of Entry of Order Granting Plaintiff's Motion for Debtor Examination and to Produce Documents (Jan. 16, 2014)</i>	8

EXHIBIT 1

EXHIBIT 1

AFFIDAVIT OF REZA ZANDIAN IN SUPPORT OF MOTION TO SET ASIDE DEFAULT JUDGMENT

COUNTRY OF FRANCE)
CITY OF PARIS) ss

I, Reza Zandian, have personal knowledge of the matters set forth herein and being first duly sworn hereby depose and state as follows:

1. I am a named Defendant in the matter of *Jed Margolin vs. Optima Technology Corporation, et al.*, Case No. 090C00579 1B.

2. That I am currently a resident of Paris, France and have been living full-time at 6 Rue Edouard Fournier, 75116 Paris, France since August 2011.

3. That I have not resided in the United States since August 2011. Specifically, I have not resided at 8775 Costa Verde Blvd, San Diego, CA 92122 since August 2011.

4. Since the withdrawal of my previous counsel, John Peter Lee, Esq., on April 26, 2012 I have never received any pleadings or written discovery related to Case No. 090C00579 1B.

5. I learned of the Default Judgment in late November 2013 while visiting the United States of America on business. I was advised of the Default Judgment by a business associate by the name of Fred Sadri.

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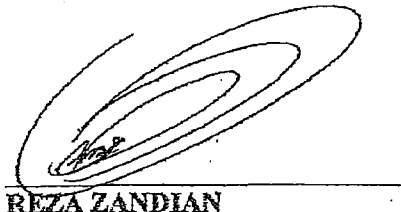
CAROLINE AL TAWIL
Conseillère de Clientèle
Agence Paris Passy

HAWKINS MELLENDRUEZ, P.C.
9555 Hillwood Drive, Suite 150
Las Vegas, Nevada 89134
Telephone (702) 318-0000; Facsimile (702) 318-0001

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

Executed this 17 day of January, 2014.



REZA ZANDIAN

Subscribed and Sworn to before me this 17 day of January, 2014.

CAROLINE AL TAWIL
Conseillère de Clientèle
~~Agence Paris Passy~~

Notary Public in and for Said State and County

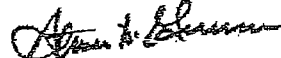
(SEAL)

HAWKINS MELENDEZ, P.C.
9535 Hillwood Drive, Suite 150
Las Vegas, Nevada 89134
Telephone (702) 318-8800 • Facsimile (702) 318-8801

EXHIBIT 2

EXHIBIT 2

Electronically Filed
03/15/2013 02:33:18 PM


CLERK OF THE COURT

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

6
7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

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

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

11 Plaintiff,

12 v.

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

21 Defendants.

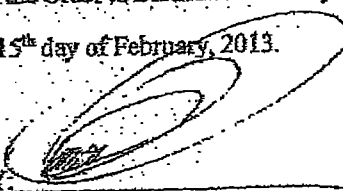
22 AND ALL RELATED COUNTERCLAIMS
23 AND THIRD-PARTY CLAIMS

24 1334.024072-11

25 **NOTICE OF APPEAL**

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

DATED this 5th day of March, 2013.

29 BY: 
30 REZA ZANDIAN
31 6, rue Edouard Fournier
32 75116 Paris, France
33 Pro Per Appellant

CERTIFICATE OF MAILING

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

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

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

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



A handwritten signature in dark ink, appearing to be 'Ryan E. Johnson', is written over a horizontal line. The signature is somewhat stylized and loops back.

EXHIBIT 3

EXHIBIT 3

13314.1
~~MARGOLIN~~
CWH

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

6
7 **In The First Judicial District Court of the State of Nevada**
8 **In and for Carson City**
9

10 JED MARGOLIN, an individual,
11 Plaintiff,
12 vs.

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

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

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF'S MOTION
FOR DEBTOR EXAMINATION AND
TO PRODUCE DOCUMENTS**

21 TO: All parties:

22 **PLEASE TAKE NOTICE** that on January 13, 2014 the Court entered its Order
23 Granting Plaintiff's Motion for Debtor Examination and to Produce Documents. Attached as
24 Exhibit 1 is a true and correct copy of the Order Granting Plaintiff's Motion for Debtor
25 Examination and to Produce Documents.

26 **Affirmation Pursuant to NRS 239B.030**

27 The undersigned does hereby affirm that the preceding document does not contain the
28

1 social security number of any person.

2 DATED: January 16, 2014.

WATSON ROUNDS

3
4 By: Adam P. McMillen

5 Matthew D. Francis

6 Adam P. McMillen

7 Watson Rounds

8 5371 Kietzke Lane

9 Reno, NV 89511

10 Attorneys for Plaintiff Jed Margolin

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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC P 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, NOTICE OF ENTRY OF ORDER GRANTING
5 PLAINTIFF'S MOTION FOR DEBTOR EXAMINATION AND TO PRODUCE
6 DOCUMENTS, addressed as follows:

7 Optima Technology Corp.
8 A California corporation
9 8401 Bonita Downs Road
Fair Oaks, CA 95628

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

13 Optima Technology Corp.
14 A California corporation
15 8775 Costa Verde Blvd. #501
San Diego, CA 92122

16 Optima Technology Corp.
17 A Nevada corporation
18 8775 Costa Verde Blvd. #501
San Diego, CA 92122

19 Johnathon Fayeghi, Esq.
20 Hawkins Melendrez
21 9555 Hillwood Dr., Suite 150
Las Vegas, NV 89134
Counsel for Reza Zandian

22 Dated: This 16th day of January, 2014.

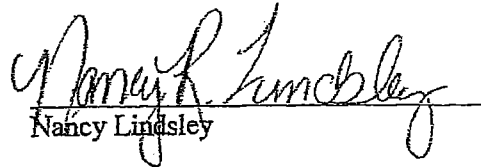
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24 Nancy Lindsley
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Exhibit 1

Exhibit 1

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Case No. 09 0C 00579 1B
Dept. No. I

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2014 JAN 13 PM 4:15
ALAN GLOVER
C. Cooper

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

JED MARGOLIN, an individual,
Plaintiff,
vs.
OPTIMA TECHNOLOGY CORPORATION,
a California corporation, OPTIMA
TECHNOLOGY CORPORATION, a Nevada
corporation, REZA ZANDIAN
aka GOLAMREZA ZANDIANJAZI
aka GHOLAM REZA ZANDIAN
aka REZA JAZI aka J. REZA JAZI
aka G. REZA JAZI aka GHONONREZA
ZANDIAN JAZI, an individual, DOE Companies
1-10, DOE Corporations 11-20, and DOE
Individuals 21-30,
Defendants.

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
DEBTOR EXAMINATION AND
TO PRODUCE DOCUMENTS

This matter comes before the Court on Plaintiff JED MARGOLIN's Motion for Debtor Examination and to Produce Documents, filed on December 11, 2013.

The Court finds that Defendants have not opposed the Motion for Debtor Examination and to Produce Documents. The non-opposition by Defendants to Plaintiff's Motion constitutes a consent to the granting of the motion.

The Court finds good cause exists to grant Plaintiff's Motion for Debtor Examination and to Produce Documents.

///
///
///

1 NOW, THEREFORE, IT **HEREBY IS ORDERED** as follows:

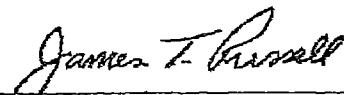
2 1. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
3 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
4 GHONONREZA ZANDIAN JAZI is hereby ordered to appear before the Court and answer
5 upon oath or affirmation concerning Defendant's property at a Judgment Debtor Examination
6 under the authority of a Judge of the Court on the following date February 11, 2010, 9:00 AM; and,

7 2. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI
8 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
9 GHONONREZA ZANDIAN JAZI is hereby ordered to produce to Mr. Margolin's counsel at
10 least one week prior to the Judgment Debtor Examination, so that counsel may effectively
11 review and question Zandian regarding the documents, all information and documents
12 identifying, related to, and/or comprising the following:

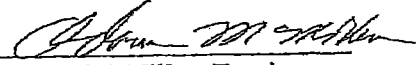
- 14 a. Any and all information and documentation identifying real property, computers,
15 cell phones, intellectual property, vehicles, brokerage accounts, bank deposits and
16 all other assets that may be available for execution to satisfy the Judgment entered
17 by the Court, including, but not limited to, information relating to financial
18 accounts, monies owed to Zandian by others, etc.
- 19 b. Documents sufficient to show Zandian's balance sheet for each month for the years
20 2007 to the present.
- 21 c. Documents sufficient to show Zandian's gross revenues for each month for the
22 years 2007 to the present.
- 23 d. Documents sufficient to show Zandian's costs and expenses for each month for the
24 years 2007 to the present.
- 25 e. All tax returns filed by Zandian with any governmental body for the years 2007 to
26 the present, including all schedules, W-2's and 1099's.
27
28

- 1 f. All of Zandian's accounting records, computerized electronic and/or printed on
- 2 paper format for the years 2007 to the present.
- 3 g. All of Zandian's statements, cancelled checks and related banking documents for
- 4 any bank, brokerage or other financial account at least partially controlled by
- 5 Zandian, or recorded in the name of Zandian or for Zandian's benefit, for the years
- 6 2007 to the present.
- 7 h. All of Zandian's checkbooks, checkbook stubs and checkbook entries for the years
- 8 2007 to the present.
- 9 i. Documents sufficient to show the means and source of payment of Zandian's
- 10 current residence and any other residence for the years 2007 to the present.
- 11 j. Documents sufficient to show the means and source of payment of Zandian's
- 12 counsel in this matter.
- 13 k. Any settlement agreements by which another party has agreed to pay money to
- 14 Zandian.

15 DATED: This 13th day of January, 2014.

16 
17 _____
18 JAMES T. RUSSELL
DISTRICT COURT JUDGE

19 Respectfully submitted by,
20 WATSON ROUNDS, P.C.

21 By: 
22 Adam P. McMillen, Esquire
23 Nevada Bar No. 10678
24 5371 Kietzke Lane
25 Reno, NV 89511
26 Telephone: (775) 324-4100
Facsimile: (775) 333-8171
Email: amcmillen@watsonrounds.com
Attorney for Plaintiff

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, *Proposed Order Granting Motion for Debtor*
5 *Examination and for Production of Documents*, addressed as follows:

6 Geoffrey W. Hawkins, Esquire
7 Johnathon Fayeghi, Esquire
8 Hawkins Melendrez, P.C.
9 9555 Hillwood Drive, Suite 150
10 Las Vegas, Nevada 89134

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

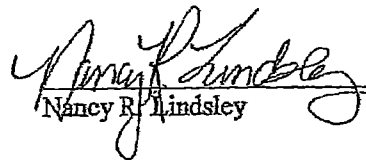
14 Optima Technology Corp.
15 A California corporation
16 8401 Bonita Downs Road
17 Fair Oaks, CA 95628

18 Optima Technology Corp.
19 A Nevada corporation
20 8401 Bonita Downs Road
21 Fair Oaks, CA 95628

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

26 Optima Technology Corp.
27 A Nevada corporation
28 8775 Costa Verde Blvd. #501
San Diego, CA 92122

Dated: January 9th, 2014


Nancy R. Lindsley

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

REC'D & FILED ✓

2014 MAR 13 PM 3:42

ALAN GLOVER
CLERK
BY *[Signature]*
DEPUTY

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6
7 **In The First Judicial District Court of the State of Nevada**
8 **In and for Carson City**
9

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

24 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**REPLY IN SUPPORT OF MOTION
FOR ORDER TO SHOW CAUSE
REGARDING CONTEMPT**

25 Plaintiff Jed Margolin submits the following reply arguments in support of
26 Motion for Order to Show Cause Regarding Contempt:

27 **I. Zandian Consented To The Granting Of The Motion For Judgment**
28 **Debtor Examination Under NRS 21.270**

Zandian's failure to file an opposition to the Motion for Judgment Debtor Examination constituted a consent to the granting of the Motion. *See* FJDCR 15(5) ("a failure of an opposing party to file a memorandum of points and authorities in opposition to any motion within the time permitted shall constitute a consent to the granting of the motion.") (emphasis

1 added); *see also* FJDCR 30 (“If a party or an attorney fails, refuses, or neglects to comply with
2 these rules, the Nevada Rules of Civil Procedure, the District Court Rules, the Supreme Court
3 Rules, or any statutory requirements, the Court may, after notice and an opportunity to be
4 heard, impose any and all sanctions authorized by statute or rule[.]”).

5 Zandian openly recognizes he did not oppose the Motion for Judgment Debtor
6 Examination and he should have raised the issues he now raises in an opposition to the Motion
7 for Judgment Debtor’s Examination, not the Motion for contempt sanctions. *See* Opposition to
8 Motion for Order to Show Cause Regarding Contempt (“Opposition”), dated 3/3/14, p. 6, n. 9
9 (“To be fair, the fact that the *Motion for Judgment Debtor Examination and to Produce*
10 *Documents* was unopposed by then-counsel for Reza Zandian bears a fair share of the
11 responsibility for the oversight.”); *see also id.* at p. 8, n. 13 (“Again, it must be conceded that it
12 would have been far better to present this position in the context of an opposition to the *Motion*
13 *for Judgment Debtor Examination and to Produce Documents*.”). Not only did Zandian fail to
14 oppose the Motion for Judgment Debtor Examination, he willfully failed to comply with the
15 resulting order.

16 But for Plaintiff’s counsel’s proactive approach, Zandian would have allowed Plaintiff
17 and the Court go forward with the debtor’s examination, knowing full well he was not going to
18 appear for the examination. It was not until Plaintiff’s counsel contacted Zandian’s counsel
19 that Plaintiff learned Zandian had no intention of complying with the Court’s order. *See*
20 Motion for Order to Show Cause Regarding Contempt, dated 2/12/14, Exhibit 2.

21 By failing to oppose the Motion for Judgment Debtor Examination, Zandian waived
22 the arguments he now makes regarding the validity of the order for Zandian to appear in
23 Carson City for a debtor’s examination and contempt sanctions are proper for his willful
24 disobedience.

25 **II. Zandian Has Still Not Produced Any Records And Should Be Held In**
26 **Contempt**

27 Seeking to further excuse himself, Zandian argues he should have been given 30 days
28 to comply with the order to produce records, pursuant to NRCPC 34. Zandian also argues there

1 was no reason to shorten the time to produce records below the 30 day requirement of NRC
2 34.

3 However, Zandian admits the “*Order for Debtor’s Examination*, insofar as it required
4 the production of documents by Reza Zandian, is sound.” See Opposition at 7:15-17; see also
5 Opposition at 8:8-9 (“Of course, this Court has the authority to compel a shorter [time] or
6 allow a longer time than 30 days to produce documents in accordance with NRC 34.”); see
7 also NRC 26(b)(2) (“By order, the court may alter the limits in these rules”); NRC 34(b)
8 (“A shorter or longer time may be directed by the court”).
9

10 Even though Zandian admits the order to produce the documents was sound and well
11 within the Court’s power, Zandian willfully disobeyed the order and did not produce the
12 documents by February 4, 2014. In addition, even if we were to believe Zandian’s argument
13 that he needed the standard 30 days to comply with the order, it has been well over 30 days
14 since the order was served on Zandian *and Zandian still has not produced any documents*
15 *pursuant to the order.*¹ Zandian has made no attempt to comply with the order. As such, the
16 circumstances warrant a determination that Zandian is in contempt of this Court’s order and
17 sanctions should be imposed.
18

19 III. NRS 21.270(3) Also Provides Contempt Power

20 Zandian fails to recognize that NRS 21.270(3) provides authority for contempt
21 sanctions as follows: “A judgment debtor who is regularly served with an order issued
22 pursuant to this section, and who fails to appear at the time and place specified in the order,
23 may be punished for contempt by the judge issuing the order.”
24

25 As Zandian failed to oppose the Motion, Zandian consented to the granting of the
26 Motion for Judgment Debtor’s Examination in Carson City, and the Court certainly had the
27

28 ¹ Zandian argues that Plaintiff served the notice of entry of the Order for Debtor Examination by regular mail on
January 16, 2014. However, Plaintiff also served the notice by email on January 16, 2014. See Exhibit 1.

1 power to compel the production of documents and Zandian admits that order is sound. Since
2 Zandian was regularly served with an order to produce documents and appear at a debtor's
3 examination pursuant to NRS 21.270, and Zandian failed to produce documents and appear at
4 the time and place specified in the order, he may be punished for contempt.

5 **IV. The Court Has The Express And Inherent Power To Sanction Zandian**

6 Zandian argues that NRCP 69(a) requires any discovery techniques that are used in aid
7 of execution of the judgment must be used in accordance with the Nevada Rules of Civil
8 Procedure. See Opposition at 7:9-20. As a result, the Court also has the express authority to
9 issue sanctions under the state's discovery rules. Accordingly, "NRCP 37(b)(2) authorizes as
10 discovery sanctions dismissal of a complaint, entry of default judgment, and awards of fees
11 and costs. Generally, NRCP 37 authorizes discovery sanctions only if there has been willful
12 noncompliance with a discovery order of the court." *Young v. Johnny Ribeiro Bldg., Inc.*, 106
13 Nev. 88, 92, 787 P.2d 777, 779 (1990) (citing *Fire Insurance Exchange v. Zenith Radio Corp.*,
14 103 Nev. 648, 651, 747 P.2d 911, 913 (1987)).

15
16 In addition, courts have inherent equitable powers that permit sanctions for discovery
17 and other litigation abuses not specifically proscribed by statute. *Young*, 106 Nev. 88, 92, 787
18 P.2d 777, 779 ("courts have 'inherent equitable powers to dismiss actions or enter default
19 judgments for ... abusive litigation practices'" and "[l]itigants and attorneys alike should be
20 aware that these powers may permit sanctions for discovery and other litigation abuses not
21 specifically proscribed by statute.") (citations omitted); see also *Bahena v. Goodyear Tire &*
22 *Rubber Co.*, 126 Nev. Adv. Op. 26, 235 P.3d 592, 600 (2010) ("In addition to awarding
23 sanctions pursuant to NRCP 37(b)(2)(C), and based upon its inherent equitable power, the
24 district court may order sanctions under NRCP 37(d). NRCP 37(d) allows for the award of
25 sanctions if a party fails to attend their own deposition or fails to serve answers to
26 interrogatories or fails to respond to requests for production of documents."); see also Motion
27
28

1 for Order to Show Cause Regarding Contempt, dated 2/12/14, 7:16-8:18 (providing legal
2 authorities regarding Court's authority to issue contempt sanctions).

3 Under the Court's express and inherent power to govern these proceedings, the Court
4 has the authority and power to sanction Zandian for not responding to the Motion for
5 Judgment Debtor Examination, for not providing actual evidence regarding where Zandian is
6 actually residing, and for willfully disobeying the order granting Plaintiff's Motion for
7 Judgment Debtor Examination and to Produce Documents.

8
9 **V. It Does Matter Where Zandian Resides**

10 It is not sufficient for Zandian's latest Counsel to say "it does not matter where Mr.
11 Zandian resides, so long as it is not in Carson City, Nevada." See Opposition at p. 3, n. 2. To
12 the contrary, it does matter where Zandian resides. He has failed to provide any evidence to
13 show where Zandian did or does reside. The negative argument is not evidence.

14 As is well known to this Court, Zandian has, through a string of different attorneys,
15 continuously evaded the Plaintiff and this Court with regards to, among other things, services
16 of process, responding to discovery, responding to motions, and now in execution of the
17 judgment.

18
19 Zandian argues he resides in France. He appears to have his own self-serving
20 definition of the word, "reside," which is, "I reside wherever I say I reside." However, there is
21 overwhelming evidence that Zandian is and has been residing in the U.S. at all relevant times.
22 See Opposition to Motion to Set Aside Judgment, dated 1/9/14, 2:1-4:4 and Exhibits 1-12.
23 Zandian has done nothing to dispute the actual evidence provided to this Court.

24 In addition, Zandian owns property and business interests throughout the state of
25 Nevada. See Opposition to Motion to Dismiss, dated 12/5/11, 11:1-13:3 and Exhibits 5-25.
26 As a result of his extensive property and business interests, it might be well within the Court's
27

28

1 power to consider Zandian a resident of Carson City, especially since Zandian has purposely
2 evaded the Plaintiff and the Court at every turn.

3 Further, if Zandian had opposed the Motion for Judgment Debtor Examination and to
4 Produce Documents, he might have argued that he did not reside in Carson City. Then he
5 would have had to say where he was residing (with some credible evidence). If, for example,
6 Zandian was residing in Clark County, the Debtor's Examination could have been scheduled
7 to be held in the Las Vegas office of Watson Rounds. Zandian did not do that. Instead, he is
8 hiding from Plaintiff and from this Court.

9
10 **VI. Zandian Has Failed To Share His Side To The Story**

11 Zandian dismisses out of hand the factual and procedural background to this matter, as
12 follows:

13 Although only a select few facts are relevant to the actual issue before the
14 Court, Plaintiffs Motion offers several pages of "background", most of which is
15 obviously designed to engender bad will and disdain for Mr. Zandian. *Motion* at
16 3:20 - 7:15. This *Opposition* will make no effort - because none is called for - to
17 refute material which is immaterial to the question of whether this Court should
18 issue the requested order. Suffice it to say, for now, that there are two sides to
19 this story.

20 *See Opposition* at p. 3, n. 1 (emphasis added). The central fact of this case is that Zandian has
21 never denied fraudulently using a Power-of-Attorney in the patent assignment documents he
22 filed with the U.S. Patent Office. Zandian has had many chances to tell his side of the story but
23 has always refused to do so.

24 Zandian had a chance to tell his side of the story in the case held in U.S. District Court
25 for the District of Arizona (*Universal Avionics Systems Corporation v. Optima Technology
26 Group, et al.*) where the ownership of the Patents was a major issue. Zandian remained silent
27 in that case.

28 Zandian had a chance to tell his side of the story in the present case many times. After
Zandian was served with the Complaint, Zandian ignored the case and a default judgment was
entered against him. Later, John Peter Lee made an appearance for Zandian and moved to
dismiss the case, saying that Zandian had not been properly served and that this Court did not

1 have jurisdiction over Zandian because he lived in California. He had a chance to tell his side
2 of the story then, but chose not to.

3 Zandian had a chance to tell his story after he had been served by publication (made
4 necessary because John Peter Lee refused to accept service for Zandian and refused to provide
5 Zandian's address). However, Zandian again moved to dismiss the case where he again said
6 Zandian had not been properly served and that this Court did not have jurisdiction over
7 Zandian. Again, the motion to dismiss was denied. Zandian had a chance to tell his side of the
8 story when he finally did answer the Complaint. However his answer was only a General
9 Denial and did not contain any Affirmative Defenses. Again, he failed to tell his side of the
10 story.

11 Zandian had a chance to tell his side of the story after John Peter Lee withdrew as
12 counsel when Plaintiff sent the First Set of Requests for Admission, the First Set of
13 Interrogatories, and the First Set of Requests for Production of Documents to Zandian at the
14 address John Peter Lee provided to the Court in the motion to withdraw. One of the reasons
15 for sending Zandian the written discovery was to find out what Zandian's story was. He
16 ignored the discovery requests and did not respond.

17 The inescapable conclusion is that whatever story Zandian has to tell does not do him
18 any credit. Otherwise he would have told it by now.

19 **VII. CONCLUSION**

20 For all of the foregoing reasons, this Court should grant Plaintiff's Motion for Order to
21 Show Cause Regarding Contempt.

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AFFIRMATION PURSUANT TO NRS 239B.030

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

Dated this 13th day of March, 2014.

BY: 

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

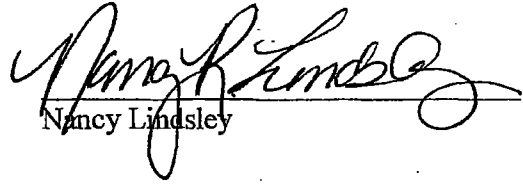
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **REPLY IN SUPPORT OF MOTION FOR ORDER TO SHOW CAUSE REGARDING CONTEMPT**, addressed as follows:

Jason D. Woodbury
Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, Nevada 89703
Attorneys for Defendant, Reza Zandian

Dated: March 13, 2014


Nancy Lindsley

INDEX OF EXHIBITS

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Exhibit No.	Title	Number of Pages
1	Email, dated 1/16/14, from Nancy Lindsley to Lauren Kidd regarding Notice of Entry of Order Granting Debtor's Examination and to Produce Documents.	1

Exhibit 1

Exhibit 1

Adam McMillen

From: Nancy Lindsley
Sent: Thursday, January 16, 2014 3:16 PM
To: 'Lauren Kidd'
Subject: Margolin v. Zandian, et al.
Attachments: 2014-0113 Order Granting Plaintiff's Motion for Debtor Examination and to Produce Documents.pdf; 2014-0116 Notice of Entry of Order Granting Debtor Examination.pdf

Dear Ms. Kidd:

Attached please find courtesy copies of documents which have been filed in connection with the above-referenced matter. Please contact us if you have any questions.

Sincerely,

Nancy R. Lindsley
Paralegal to
Matthew D. Francis and
Adam P. McMillen



5371 Kietzke Lane
Reno, NV 89511

Telephone: (775) 324-4100
Facsimile: (775) 333-8171
nlindsley@watsonrounds.com

STATEMENT OF CONFIDENTIALITY: This message contains information which may be confidential and privileged. Unless you are the addressee or authorized to receive emails for the addressee you may not use, copy or disclose to anyone this message or any information contained in this message. If you have received this message in error, please advise the sender by reply email and then delete the entire email. IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by U.S. Treasury Regulation Circular 230, we inform you that any U.S. federal tax advice contained in this communication, including any attachments, is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

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

REC'D & FILED

2014 MAR 13 PM 3:42

ALAN GLOVER
CLERK
BY *[Signature]*
DEPUTY

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

REQUEST FOR SUBMISSION

21
22 Plaintiff through his counsel respectfully requests the following documents be
23 submitted to the Court for decision:

- 24 1) Motion for Order to Show Cause Regarding Contempt, filed February 12, 2014;
25 2) Opposition to Motion for Order to Show Cause Regarding Contempt, dated March
26 3, 2014; and,
27 3) Reply in Support of Motion for Order to Show Cause Regarding Contempt, filed
28 March 13, 2014.

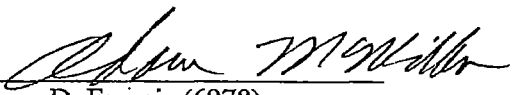
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Affirmation Pursuant to NRS 239B.030

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

DATED: March 13, 2014.

WATSON ROUNDS

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

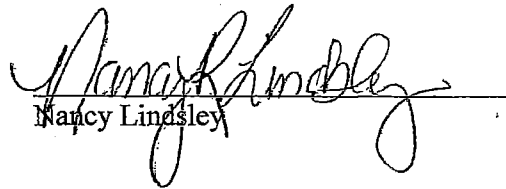
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CERTIFICATE OF SERVICE

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

Jason D. Woodbury
Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, Nevada 89703
Attorneys for Defendant, Reza Zandian

Dated: March 13, 2014


Nancy Lindsley

REC'D & FILED

MAR 17 PM 1:22

ALAN GLOVER

BY  CLERK
DEPUTY

1 Case No.: 09 OC 00579 1B

2 Dept. No.: 1

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6 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR CARSON CITY
8

9 JED MARGOLIN,

10 Plaintiff,

11 v.

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

23 Defendants.

ORDER DENYING
REQUEST FOR SUBMISSION

24 This matter comes before the Court on Plaintiff's Motion for Order to Show Cause
25 Regarding Contempt filed on February 12, 2014. Defendants filed an Opposition to Motion for
26 Order to Show Cause Regarding Contempt on March 3, 2014. Plaintiff filed a Reply in Support
27 of Motion for Order to Show Cause Regarding Contempt and a Request for Submission on
28 March 13, 2014. However, a Notice of Appeal was filed on March 12, 2014.

This Court, based on the Notice of Appeal, is divested of jurisdiction to address issues
that are pending before the Nevada Supreme Court. See *Foster v. Dingwall*, 126 Nev. Adv.

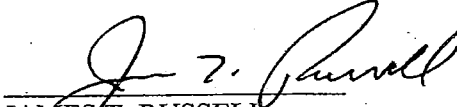
1 Opinion , 228 P.3d 453 (2010); *see also Mack-Manley v. Manley*, 122 Nev. 849, 855, 138 P.3d
2 525 (2006).

3 Therefore, good cause appearing,

4 IT IS HEREBY ORDERED that this Court will not consider Plaintiff's Motion for Order
5 to Show Cause Regarding Contempt and will not certify its intent to grant or deny said Motion.

6 **IT IS SO ORDERED.**

7 Dated this 17 day of March, 2014.

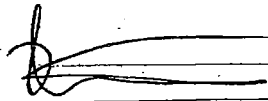
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10 JAMES T. RUSSELL
11 DISTRICT JUDGE
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CERTIFICATE OF MAILING

I hereby certify that on the 17 day of March, 2014, I served a copy of the foregoing by placing the foregoing in the United States Mail, postage prepaid, addressed as follows:

Matthew D. Francis, Esq.
Adam P. McMillen, Esq.
5371 Kietzke Lane
Reno, NV 89511

Jason D. Woodbury, Esq.
510 West Fourth Street
Carson City, NV 89703



Angela Jeffries
Judicial Assistant, Dept. 1

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

REC'D & FILED

2014 APR -2 PM 4: 05

ALAN GLOVER
BY *[Signature]* CLERK
DEPUTY

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

JED MARGOLIN, an individual,
Plaintiff,

vs.

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

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

**MOTION FOR WRIT OF
EXECUTION**

Plaintiff Jed Margolin ("Plaintiff"), by and through his attorneys of record, hereby files the following Motion for Writ of Execution:

POINTS AND AUTHORITIES

On June 24, 2013, the Court entered Default Judgment against Defendants. In the Default Judgment, the Court entered judgment in favor of Plaintiff against Defendants, jointly and severally, in the sum of \$1,495,775.74, plus interest at the legal rate, pursuant to NRS 17.130, therein from the date of default until the judgment is satisfied.

1 As such, Plaintiff requests that the Court authorize the Washoe County Sheriff to
2 execute the Judgment through the seizure of Defendants' bank accounts, investment accounts,
3 certificates of deposit, annuities, wages, and real and personal property. Such an order is
4 appropriate here as the Court has denied Defendants' Motion to Set Aside Judgment.
5 Defendants have not obtained a stay of enforcement or posted a bond which would prevent
6 execution of the Judgment.


7 Based on the foregoing and the attached First Memorandum of Post-Judgment Costs
8 and Fees, attached hereto as Exhibit 1, Plaintiff hereby requests that the Court direct the Court
9 Clerk to issue the attached Writs of Execution, attached hereto as Exhibit 2, so that the
10 Washoe County Sheriff and the Clark County Constable may assist Plaintiff in executing the
11 Default Judgment against Defendants.

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

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

15 DATED: April 1, 2014.

WATSON ROUNDS

16 By: 

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

24 *Attorneys for Plaintiff Jed Margolin*

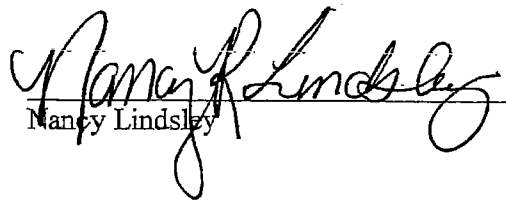
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CERTIFICATE OF SERVICE

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 WRIT OF EXECUTION, addressed as follows:

Jason D. Woodbury
Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, Nevada 89703
Attorneys for Defendant, Reza Zandian

Dated: April 2nd, 2014


Nancy Lindsley

INDEX OF EXHIBITS

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Exhibit No.	Description	Pages
1	First Memorandum of Post-Judgment Costs and Fees	5
2	Writs of Execution (10 original - Washoe County; 2 original Clark County)	37

Exhibit 1

Exhibit 1

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

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

13 JED MARGOLIN, an individual,
14 Plaintiff,

15 vs.

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

27 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**FIRST MEMORANDUM OF POST-
JUDGMENT COSTS AND FEES**

28 Judgment having been entered in the above entitled action on June 24, 2013 against
29 Defendants, jointly and severally, Plaintiff Jed Margolin, by and through his counsel of record,
30 Adam P. McMillen, Esquire of Watson Rounds, P.C., submits Plaintiff's First Memorandum
31 of Post-Judgment Costs and Fees and requests the Clerk tax such costs and fees, as follows:

32 POST-JUDGMENT ATTORNEYS' FEES
33 (JUNE 24, 2013 THROUGH MARCH 26, 2014) \$ 34,787.50

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COSTS (JUNE 24, 2013 THROUGH MARCH 26, 2014):

- Postage/photocopies (in-house) \$ 619.75
 - Fees (filing fees and recording fees) 154.00
 - Research 271.46
 - Witness Fees (Subpoenas) 444.38
 - Process service/courier fees 433.00
- \$ 1,922.59


TOTAL: \$ 36,710.09

AFFIRMATION Pursuant to NRS 239B.030

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

DATED: April 2, 2014.

WATSON ROUNDS, P.C.

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

DECLARATION OF ADAM P. McMILLEN

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I, ADAM P. McMILLEN, declare under the penalty of perjury that the foregoing costs and fees are correct and were necessarily incurred in this action and that the services for which fees have been charged were actually and necessarily performed.

DATED: April 2, 2014.



ADAM P. McMILLEN
Attorney for Plaintiff Jed Margolin

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CERTIFICATE OF SERVICE

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

Jason D. Woodbury
Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, Nevada 89703
Attorneys for Defendant, Reza Zandian

Dated: April 2nd, 2014

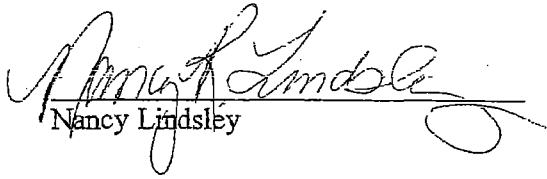

Nancy Lindsley

Exhibit 2

Exhibit 2

1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
2 WATSON ROUNDS
5371 Kietzke Lane
3 Reno, NV 89511
Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin
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8 **In The First Judicial District Court of the State of Nevada**
9 **In and for Carson City**
10

11
12 JED MARGOLIN, an individual,

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14 vs.

15 OPTIMA TECHNOLOGY CORPORATION,
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19 aka G. REZA JAZI aka GHONONREZA
ZANDIAN JAZI, an individual, DOE Companies
20 1-10, DOE Corporations 11-20, and DOE
21 Individuals 21-30,

22 Defendants.
23

Case No.: 090C00579 1B

Dept. No.: 1

WRIT OF EXECUTION

24 **THE PEOPLE OF THE STATE OF NEVADA:**

25 To the Sheriff of Washoe County, Greetings:

26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for:

1 \$900,000.00 principal,
2 \$83,761.25 attorney's fees
3 \$488,545.89 interest, and
4 \$25,021.96 costs, making a total amount of
5 \$1,495,775.74 (sic) the judgment as entered, and

6 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
7 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

8 \$34,787.50 attorney's fees,
9 \$59,595.39 accrued interest, and
10 \$1,922.59 accrued costs, together with a \$10.00 fee for the issuance of this writ, making a
11 total of:
12 \$93,315.40 as accrued costs, accrued interest, and fees.

13 Credit must be given for payments and partial satisfactions in the amount of
14 \$0.00 which is to be first credited against the total accrued costs and accrued interest, with any
15 excess credited against the judgment as entered, leaving a net balance of:

16 \$1,592,091.22 actually due on the date of the issuance of this writ of which
17 \$1,592,091.22 bears interest at 5.25% percent per annum, in the amount of \$228.99 per day
18 from the date of judgment to the date of levy, to which must be added the commissions and
19 costs of the officer executing this writ.

20 **NOW, THEREFORE, SHERIFF OF WASHOE COUNTY**, you are hereby
21 commanded to satisfy this judgment with interest and costs as provided by law, out of the
22 prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C.
23 §206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt
24 from any levy of execution pursuant to this writ, and if sufficient personal property cannot be
25 found, then out of the real property belonging to the debtor in the aforesaid county, and make

1 return to this writ within not less than 10 days or more than 60 days endorsed thereon with
2 what you have done.

3 Debtor's real property in Washoe County is described as follows:

4 Washoe County APN: 079-150-09
5 Situs: State Route 447
6 Legal Description: The Northeast ¼ and the South ½ of the Northwest ¼
7 and the South ½ in Section 33, Township 21, Range 23
8 East, M.D.B.&M.

8 DATED: this _____ day of April, 2014.

9 ALAN GLOVER, Clerk

10 By: _____, Deputy
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1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
2 WATSON ROUNDS
5371 Kietzke Lane
3 Reno, NV 89511
Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin
5

6
7
8 **In The First Judicial District Court of the State of Nevada**
9 **In and for Carson City**
10

11
12 JED MARGOLIN, an individual,
13 Plaintiff,

14 vs.

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

Case No.: 090C00579 1B

Dept. No.: 1

WRIT OF EXECUTION

23 **THE PEOPLE OF THE STATE OF NEVADA:**

24 To the Sheriff of Washoe County, Greetings:

25
26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for:

1 \$900,000.00 principal,
2 \$83,761.25 attorney's fees
3 \$488,545.89 interest, and
4 \$25,021.96 costs, making a total amount of
5 \$1,495,775.74 (sic) the judgment as entered, and

6 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
7 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

8 \$34,787.50 attorney's fees,
9 \$59,595.39 accrued interest, and
10 \$1,922.59 accrued costs, together with a \$10.00 fee for the issuance of this writ, making a
11 total of:
12 \$93,315.40 as accrued costs, accrued interest, and fees.

13 Credit must be given for payments and partial satisfactions in the amount of
14 \$0.00 which is to be first credited against the total accrued costs and accrued interest, with any
15 excess credited against the judgment as entered, leaving a net balance of:

16 \$1,592,091.22 actually due on the date of the issuance of this writ of which
17 \$1,592,091.22 bears interest at 5.25% percent per annum, in the amount of \$228.99 per day
18 from the date of judgment to the date of levy, to which must be added the commissions and
19 costs of the officer executing this writ.

20 **NOW, THEREFORE, SHERIFF OF WASHOE COUNTY**, you are hereby
21 commanded to satisfy this judgment with interest and costs as provided by law, out of the
22 prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C.
23 §206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt
24 from any levy of execution pursuant to this writ, and if sufficient personal property cannot be
25 found, then out of the real property belonging to the debtor in the aforesaid county, and make
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1 return to this writ within not less than 10 days or more than 60 days endorsed thereon with
2 what you have done.

3 Debtor's real property in Washoe County is described as follows:

4 Washoe County APN: 079-150-10
5 Situs: State Route 447
6 Legal Description: Section 31, Township 21 North, Range 23 East,
M.D.B.&M

7 DATED: this _____ day of April, 2014.

8 ALAN GLOVER, Clerk

9 By: _____, Deputy
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1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
2 WATSON ROUNDS
5371 Kietzke Lane
3 Reno, NV 89511
Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin
5

6
7
8 **In The First Judicial District Court of the State of Nevada**
9 **In and for Carson City**
10

11
12 JED MARGOLIN, an individual,
13 Plaintiff,

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

14 vs.

WRIT OF EXECUTION

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

23 **THE PEOPLE OF THE STATE OF NEVADA:**

24 To the Sheriff of Washoe County, Greetings:

25
26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for:

1 \$900,000.00 principal,
2 \$83,761.25 attorney's fees
3 \$488,545.89 interest, and
4 \$25,021.96 costs, making a total amount of
5 \$1,495,775.74 (sic) the judgment as entered, and

6 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
7 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

8 \$34,787.50 attorney's fees,
9 \$59,595.39 accrued interest, and
10 \$1,922.59 accrued costs, together with a \$10.00 fee for the issuance of this writ, making a
11 total of:
12 \$93,315.40 as accrued costs, accrued interest, and fees.

13 Credit must be given for payments and partial satisfactions in the amount of
14 \$0.00 which is to be first credited against the total accrued costs and accrued interest, with any
15 excess credited against the judgment as entered, leaving a net balance of:

16 \$1,592,091.22 actually due on the date of the issuance of this writ of which
17 \$1,592,091.22 bears interest at 5.25% percent per annum, in the amount of \$228.99 per day
18 from the date of judgment to the date of levy, to which must be added the commissions and
19 costs of the officer executing this writ.

20 **NOW, THEREFORE, SHERIFF OF WASHOE COUNTY**, you are hereby
21 commanded to satisfy this judgment with interest and costs as provided by law, out of the
22 prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C.
23 §206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt
24 from any levy of execution pursuant to this writ, and if sufficient personal property cannot be
25 found, then out of the real property belonging to the debtor in the aforesaid county, and make
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return to this writ within not less than 10 days or more than 60 days endorsed thereon with
what you have done.

Debtor's real property in Washoe County is described as follows:

Washoe County APN:	079-150-13
Situs:	State Route 447
Legal Description:	The Northeast ¼; South ½ of the Northwest ¼; South ½ of Section 27, Township 21 North, Range 23 East, M.D.B.&M.

DATED: this _____ day of April, 2014.

ALAN GLOVER, Clerk

By: _____, Deputy

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

6
7
8 **In The First Judicial District Court of the State of Nevada**
9 **In and for Carson City**
10

11
12 JED MARGOLIN, an individual,
13 Plaintiff,
14 vs.

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

WRIT OF EXECUTION

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

23 **THE PEOPLE OF THE STATE OF NEVADA:**

24 To the Sheriff of Washoe County, Greetings:

25
26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for:

1 \$900,000.00 principal,
2 \$83,761.25 attorney's fees
3 \$488,545.89 interest, and
4 \$25,021.96 costs, making a total amount of
5 \$1,495,775.74 (sic) the judgment as entered, and

6 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
7 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

8 \$34,787.50 attorney's fees,
9 \$59,595.39 accrued interest, and
10 \$1,922.59 accrued costs, together with a \$10.00 fee for the issuance of this writ, making a
11 total of:
12 \$93,315.40 as accrued costs, accrued interest, and fees.

13 Credit must be given for payments and partial satisfactions in the amount of
14 \$0.00 which is to be first credited against the total accrued costs and accrued interest, with any
15 excess credited against the judgment as entered, leaving a net balance of:

16 \$1,592,091.22 actually due on the date of the issuance of this writ of which
17 \$1,592,091.22 bears interest at 5.25% percent per annum, in the amount of \$228.99 per day
18 from the date of judgment to the date of levy, to which must be added the commissions and
19 costs of the officer executing this writ.

20 **NOW, THEREFORE, SHERIFF OF WASHOE COUNTY**, you are hereby
21 commanded to satisfy this judgment with interest and costs as provided by law, out of the
22 prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C.
23 §206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt
24 from any levy of execution pursuant to this writ, and if sufficient personal property cannot be
25 found, then out of the real property belonging to the debtor in the aforesaid county, and make

1 return to this writ within not less than 10 days or more than 60 days endorsed thereon with
2 what you have done.

3 Debtor's real property in Washoe County is described as follows:

4 Washoe County APN: 079-150-12
5 Situs: State Route 447
6 Legal Description: The Southwest Quarter (SW ¼) of Section 25, Township
21 North, Range 23 East, M.D.M.

7 DATED: this _____ day of April, 2014.

8 ALAN GLOVER, Clerk

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10 By: _____, Deputy

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1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
2 WATSON ROUNDS
5371 Kietzke Lane
3 Reno, NV 89511
Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin
5

6
7
8 **In The First Judicial District Court of the State of Nevada**
9 **In and for Carson City**
10

11
12 JED MARGOLIN, an individual,
13 Plaintiff,

14 vs.

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

22 Defendants.
23

Case No.: 090C00579 1B

Dept. No.: 1

WRIT OF EXECUTION

24 **THE PEOPLE OF THE STATE OF NEVADA:**

25 To the Sheriff of Washoe County, Greetings:

26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for:

1 \$900,000.00 principal,
2 \$83,761.25 attorney's fees
3 \$488,545.89 interest, and
4 \$25,021.96 costs, making a total amount of
5 \$1,495,775.74 (sic) the judgment as entered, and

6 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
7 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

8 \$34,787.50 attorney's fees,
9 \$59,595.39 accrued interest, and
10 \$1,922.59 accrued costs, together with a \$10.00 fee for the issuance of this writ, making a
11 total of:
12 \$93,315.40 as accrued costs, accrued interest, and fees.

13 Credit must be given for payments and partial satisfactions in the amount of
14 \$0.00 which is to be first credited against the total accrued costs and accrued interest, with any
15 excess credited against the judgment as entered, leaving a net balance of:

16 \$1,592,091.22 actually due on the date of the issuance of this writ of which
17 \$1,592,091.22 bears interest at 5.25% percent per annum, in the amount of \$228.99 per day
18 from the date of judgment to the date of levy, to which must be added the commissions and
19 costs of the officer executing this writ.

20 **NOW, THEREFORE, SHERIFF OF WASHOE COUNTY**, you are hereby
21 commanded to satisfy this judgment with interest and costs as provided by law, out of the
22 prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C.
23 \$206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt
24 from any levy of execution pursuant to this writ, and if sufficient personal property cannot be
25 found, then out of the real property belonging to the debtor in the aforesaid county, and make

1 return to this writ within not less than 10 days or more than 60 days endorsed thereon with
2 what you have done.

3 Debtor's real property in Washoe County is described as follows:

4 Washoe County APN: 084-040-02
5 Situs: Pierson Canyon Road
6 Legal Description: Section 5, Township 20 North, Range 23 East,
M.D.B.&M.

7 DATED: this _____ day of April, 2014.

8 ALAN GLOVER, Clerk

9 By: _____, Deputy
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1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
2 WATSON ROUNDS
5371 Kietzke Lane
3 Reno, NV 89511
Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin
5

6
7
8 **In The First Judicial District Court of the State of Nevada**
9 **In and for Carson City**
10

11
12 JED MARGOLIN, an individual,

13 Plaintiff,

14 vs.

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

22 Defendants.
23

24 **THE PEOPLE OF THE STATE OF NEVADA:**

25 To the Sheriff of Washoe County, Greetings:

26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for:

Case No.: 090C00579 1B

Dept. No.: 1

WRIT OF EXECUTION

1 \$900,000.00 principal,
2 \$83,761.25 attorney's fees
3 \$488,545.89 interest, and
4 \$25,021.96 costs, making a total amount of
5 \$1,495,775.74 (sic) the judgment as entered, and

6 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
7 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

8 \$34,787.50 attorney's fees,
9 \$59,595.39 accrued interest, and
10 \$1,922.59 accrued costs, together with a \$10.00 fee for the issuance of this writ, making a
11 total of:
12 \$93,315.40 as accrued costs, accrued interest, and fees.

13 Credit must be given for payments and partial satisfactions in the amount of
14 \$0.00 which is to be first credited against the total accrued costs and accrued interest, with any
15 excess credited against the judgment as entered, leaving a net balance of:

16 \$1,592,091.22 actually due on the date of the issuance of this writ of which
17 \$1,592,091.22 bears interest at 5.25% percent per annum, in the amount of \$228.99 per day
18 from the date of judgment to the date of levy, to which must be added the commissions and
19 costs of the officer executing this writ.

20 **NOW, THEREFORE, SHERIFF OF WASHOE COUNTY**, you are hereby
21 commanded to satisfy this judgment with interest and costs as provided by law, out of the
22 prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C.
23 §206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt
24 from any levy of execution pursuant to this writ, and if sufficient personal property cannot be
25 found, then out of the real property belonging to the debtor in the aforesaid county, and make

1 return to this writ within not less than 10 days or more than 60 days endorsed thereon with
2 what you have done.

3 Debtor's real property in Washoe County is described as follows:

4 Washoe County APN: 084-040-04
5 Situs: E Interstate 80
6 Legal Description: Section 3, Township 20 North, Range 23 East,
M.D.B.&M.

7 DATED: this _____ day of April, 2014.

8 ALAN GLOVER, Clerk

9 By: _____, Deputy
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1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
2 WATSON ROUNDS
5371 Kietzke Lane
3 Reno, NV 89511
Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin
5

6
7
8 **In The First Judicial District Court of the State of Nevada**
9 **In and for Carson City**
10

11
12 JED MARGOLIN, an individual,
13 Plaintiff,

14 vs.

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

22 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

WRIT OF EXECUTION

23 **THE PEOPLE OF THE STATE OF NEVADA:**

24 To the Sheriff of Washoe County, Greetings:

25
26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for:

1 \$900,000.00 principal,
2 \$83,761.25 attorney's fees
3 \$488,545.89 interest, and
4 \$25,021.96 costs, making a total amount of
5 \$1,495,775.74 (sic) the judgment as entered, and

6 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
7 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

8 \$34,787.50 attorney's fees,
9 \$59,595.39 accrued interest, and
10 \$1,922.59 accrued costs, together with a \$10.00 fee for the issuance of this writ, making a
11 total of:
12 \$93,315.40 as accrued costs, accrued interest, and fees.

13
14 Credit must be given for payments and partial satisfactions in the amount of
15 \$0.00 which is to be first credited against the total accrued costs and accrued interest, with any
16 excess credited against the judgment as entered, leaving a net balance of:

17 \$1,592,091.22 actually due on the date of the issuance of this writ of which
18 \$1,592,091.22 bears interest at 5.25% percent per annum, in the amount of \$228.99 per day
19 from the date of judgment to the date of levy, to which must be added the commissions and
20 costs of the officer executing this writ.

21
22 **NOW, THEREFORE, SHERIFF OF WASHOE COUNTY**, you are hereby
23 commanded to satisfy this judgment with interest and costs as provided by law, out of the
24 prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C.
25 §206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt
26 from any levy of execution pursuant to this writ, and if sufficient personal property cannot be
27 found, then out of the real property belonging to the debtor in the aforesaid county, and make
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return to this writ within not less than 10 days or more than 60 days endorsed thereon with
what you have done.

Debtor's real property in Washoe County is described as follows:

Washoe County APN: 084-040-06
Situs: E Interstate 80
Legal Description: Section 1, Township 20 North, Range 23 East,
M.D.B.&M.

DATED: this _____ day of April, 2014.

ALAN GLOVER, Clerk

By: _____, Deputy

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
6
7

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

11
12 JED MARGOLIN, an individual,

13 Plaintiff,

14 vs.

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

22 Defendants.
23

24 **THE PEOPLE OF THE STATE OF NEVADA:**

25 To the Sheriff of Washoe County, Greetings:

26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for:

Case No.: 090C00579 1B

Dept. No.: 1

WRIT OF EXECUTION

1 \$900,000.00 principal,
2 \$83,761.25 attorney's fees
3 \$488,545.89 interest, and
4 \$25,021.96 costs, making a total amount of
5 \$1,495,775.74 (sic) the judgment as entered, and

6 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
7 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

8 \$34,787.50 attorney's fees,
9 \$59,595.39 accrued interest, and
10 \$1,922.59 accrued costs, together with a \$10.00 fee for the issuance of this writ, making a
11 total of:
12 \$93,315.40 as accrued costs, accrued interest, and fees.

14 Credit must be given for payments and partial satisfactions in the amount of
15 \$0.00 which is to be first credited against the total accrued costs and accrued interest, with any
16 excess credited against the judgment as entered, leaving a net balance of:

17 \$1,592,091.22 actually due on the date of the issuance of this writ of which
18 \$1,592,091.22 bears interest at 5.25% percent per annum, in the amount of \$228.99 per day
19 from the date of judgment to the date of levy, to which must be added the commissions and
20 costs of the officer executing this writ.

22 **NOW, THEREFORE, SHERIFF OF WASHOE COUNTY**, you are hereby
23 commanded to satisfy this judgment with interest and costs as provided by law, out of the
24 prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C.
25 §206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt
26 from any levy of execution pursuant to this writ, and if sufficient personal property cannot be
27 found, then out of the real property belonging to the debtor in the aforesaid county, and make
28

1 return to this writ within not less than 10 days or more than 60 days endorsed thereon with
2 what you have done.

3 Debtor's real property in Washoe County is described as follows:

4 Washoe County APN: 084-040-10
5 Situs: E Interstate 80
6 Legal Description: The North 1/2 and the North 1/2 of the Northwest 1/4 of the
7 Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of
8 the Southwest 1/4 and the North 1/2 of the Northeast 1/4 of
9 the Southwest 1/4 and the North 1/2 of the Northwest 1/4 of
10 the Southeast 1/4 all in Section 11, Township 20 North,
11 Range 23 East, M.D.B.&M.

12 DATED: this _____ day of April, 2014.

13 ALAN GLOVER, Clerk

14 By: _____, Deputy

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
6
7

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

11
12 JED MARGOLIN, an individual,

13 Plaintiff,

14 vs.

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

22 Defendants.
23

24 **THE PEOPLE OF THE STATE OF NEVADA:**

25 To the Sheriff of Washoe County, Greetings:

26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for:

Case No.: 090C00579 1B

Dept. No.: 1

WRIT OF EXECUTION

1 \$900,000.00 principal,
2 \$83,761.25 attorney's fees
3 \$488,545.89 interest, and
4 \$25,021.96 costs, making a total amount of
5 \$1,495,775.74 (sic) the judgment as entered, and

6 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
7 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

8 \$34,787.50 attorney's fees,
9 \$59,595.39 accrued interest, and
10 \$1,922.59 accrued costs, together with a \$10.00 fee for the issuance of this writ, making a
11 total of:
12 \$93,315.40 as accrued costs, accrued interest, and fees.

13 Credit must be given for payments and partial satisfactions in the amount of
14 \$0.00 which is to be first credited against the total accrued costs and accrued interest, with any
15 excess credited against the judgment as entered, leaving a net balance of:

16 \$1,592,091.22 actually due on the date of the issuance of this writ of which
17 \$1,592,091.22 bears interest at 5.25% percent per annum, in the amount of \$228.99 per day
18 from the date of judgment to the date of levy, to which must be added the commissions and
19 costs of the officer executing this writ.

20 **NOW, THEREFORE, SHERIFF OF WASHOE COUNTY**, you are hereby
21 commanded to satisfy this judgment with interest and costs as provided by law, out of the
22 prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C.
23 §206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt
24 from any levy of execution pursuant to this writ, and if sufficient personal property cannot be
25 found, then out of the real property belonging to the debtor in the aforesaid county, and make
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return to this writ within not less than 10 days or more than 60 days endorsed thereon with what you have done.

Debtor's real property in Washoe County is described as follows:

Washoe County APN: 084-130-07
Situs: E Interstate 80
Legal Description: The Northwest ¼ and the North ½ of the Southwest ¼ and the Government Lot 1 in the Southwest ¼ of Section 15, Township 20 North, Range 23 East, M.D.B.&M.

DATED: this _____ day of April, 2014.

ALAN GLOVER, Clerk

By: _____, Deputy

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

6
7
8 **In The First Judicial District Court of the State of Nevada**
9 **In and for Carson City**
10

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

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

WRIT OF EXECUTION

23 **THE PEOPLE OF THE STATE OF NEVADA:**

24 To the Sheriff of Washoe County, Greetings:

25
26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for:

1 \$900,000.00 principal,
2 \$83,761.25 attorney's fees
3 \$488,545.89 interest, and
4 \$25,021.96 costs, making a total amount of
5 \$1,495,775.74 (sic) the judgment as entered, and

6 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
7 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

8 \$34,787.50 attorney's fees,
9 \$59,595.39 accrued interest, and
10 \$1,922.59 accrued costs, together with a \$10.00 fee for the issuance of this writ, making a
11 total of:
12 \$93,315.40 as accrued costs, accrued interest, and fees.

13 Credit must be given for payments and partial satisfactions in the amount of
14 \$0.00 which is to be first credited against the total accrued costs and accrued interest, with any
15 excess credited against the judgment as entered, leaving a net balance of:

16 \$1,592,091.22 actually due on the date of the issuance of this writ of which
17 \$1,592,091.22 bears interest at 5.25% percent per annum, in the amount of \$228.99 per day
18 from the date of judgment to the date of levy, to which must be added the commissions and
19 costs of the officer executing this writ.

20 **NOW, THEREFORE, SHERIFF OF WASHOE COUNTY**, you are hereby
21 commanded to satisfy this judgment with interest and costs as provided by law, out of the
22 prescribed by section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C.
23 §206(a)(1), and in effect at the time the earnings are payable, whichever is greater, is exempt
24 from any levy of execution pursuant to this writ, and if sufficient personal property cannot be
25 found, then out of the real property belonging to the debtor in the aforesaid county, and make
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1 return to this writ within not less than 10 days or more than 60 days endorsed thereon with
2 what you have done.

3 Debtor's real property in Washoe County is described as follows:

4 Washoe County APN: 084-140-17
5 Situs: E Interstate 80
6 Legal Description: The Northeast ¼ of Section 15, Township 20 North,
7 Range 23 East, M.D.B.&M.

8 DATED: this _____ day of April, 2014.

9 ALAN GLOVER, Clerk

10 By: _____, Deputy

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1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
2 WATSON ROUNDS
5371 Kietzke Lane
3 Reno, NV 89511
Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin
5
6
7

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

11
12 JED MARGOLIN, an individual,

13 Plaintiff,

14 vs.

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

22 Defendants.
23

Case No.: 090C00579 1B

Dept. No.: 1

WRIT OF EXECUTION

24 **THE PEOPLE OF THE STATE OF NEVADA:**

25 To the Constable of Clark County, Greetings:

26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for:

1 \$900,000.00 principal,
2 \$83,761.25 attorney's fees
3 \$488,545.89 interest, and
4 \$25,021.96 costs, making a total amount of
5 \$1,495,775.74 (sic) the judgment as entered, and

6 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
7 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

8 \$34,787.50 attorney's fees,
9 \$59,595.39 accrued interest, and
10 \$1,922.59 accrued costs, together with a \$10.00 fee for the issuance of this writ, making a
11 total of:
12 \$93,315.40 as accrued costs, accrued interest, and fees.

13 Credit must be given for payments and partial satisfactions in the amount of
14 \$0.00 which is to be first credited against the total accrued costs and accrued interest, with any
15 excess credited against the judgment as entered, leaving a net balance of:

16 \$1,592,091.22 actually due on the date of the issuance of this writ of which
17 \$1,592,091.22 bears interest at 5.25% percent per annum, in the amount of \$228.99 per day
18 from the date of judgment to the date of levy, to which must be added the commissions and
19 costs of the officer executing this writ.

20 **NOW, THEREFORE, CONSTABLE OF CLARK**, you are hereby commanded to
21 satisfy this judgment with interest and costs as provided by law, out of the prescribed by
22 section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C. §206(a)(1), and in
23 effect at the time the earnings are payable, whichever is greater, is exempt from any levy of
24 execution pursuant to this writ, and if sufficient personal property cannot be found, then out of
25

1 the real property belonging to the debtor in the aforesaid county, and make return to this writ
2 within not less than 10 days or more than 60 days endorsed thereon with what you have done.

3 Debtor's real property in Washoe County is described as follows:

4 Clark County APN: 071-02-000-005
5 Situs: Moapa Valley
6 Legal Description: PT NE4 NE4 SEC 02 16 68
7 Section 02, Township 16, Range 68

8 DATED: this _____ day of April, 2014.

9 ALAN GLOVER, Clerk

10 By: _____, Deputy

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1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
2 WATSON ROUNDS
5371 Kietzke Lane
3 Reno, NV 89511
Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin
5

6
7
8 **In The First Judicial District Court of the State of Nevada**
9 **In and for Carson City**
10

11
12 JED MARGOLIN, an individual,
13 Plaintiff,

14 vs.

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

22 Defendants.
23

24 **THE PEOPLE OF THE STATE OF NEVADA:**

25 To the Constable of Clark County, Greetings:

26 On June 24, 2013, a judgment was entered by the above entitled Court in the above-
27 entitled action in favor of Plaintiff Jed Margolin as Judgment Creditor and against Defendants,
28 jointly and severally as Judgment Debtor for:

Case No.: 090C00579 1B

Dept. No.: 1

WRIT OF EXECUTION

1 \$900,000.00 principal,
2 \$83,761.25 attorney's fees
3 \$488,545.89 interest, and
4 \$25,021.96 costs, making a total amount of
5 \$1,495,775.74 (sic) the judgment as entered, and

6 WHEREAS, according to an affidavit or a memorandum of costs after judgment, or
7 both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

8 \$34,787.50 attorney's fees,
9 \$59,595.39 accrued interest, and
10 \$1,922.59 accrued costs, together with a \$10.00 fee for the issuance of this writ, making a
11 total of:
12 \$93,315.40 as accrued costs, accrued interest, and fees.

13 Credit must be given for payments and partial satisfactions in the amount of
14 \$0.00 which is to be first credited against the total accrued costs and accrued interest, with any
15 excess credited against the judgment as entered, leaving a net balance of:

16 \$1,592,091.22 actually due on the date of the issuance of this writ of which
17 \$1,592,091.22 bears interest at 5.25% percent per annum, in the amount of \$228.99 per day
18 from the date of judgment to the date of levy, to which must be added the commissions and
19 costs of the officer executing this writ.

20 **NOW, THEREFORE, CONSTABLE OF CLARK**, you are hereby commanded to
21 satisfy this judgment with interest and costs as provided by law, out of the prescribed by
22 section 6(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C. §206(a)(1), and in
23 effect at the time the earnings are payable, whichever is greater, is exempt from any levy of
24 execution pursuant to this writ, and if sufficient personal property cannot be found, then out of
25

1 the real property belonging to the debtor in the aforesaid county, and make return to this writ
2 within not less than 10 days or more than 60 days endorsed thereon with what you have done.

3 Debtor's real property in Washoe County is described as follows:

4 Clark County APN: 071-02-000-013
5 Situs: Moapa Valley
6 Legal Description: PT SE4 NE4 SEC 02 16 68
7 Section 02, Township 16, Range 68

8 DATED: this _____ day of April, 2014.

9 ALAN GLOVER, Clerk

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

REC'D & FILED

2014 APR -2 PM 4:06

ALAN GLOVER
BY CLERK
DEPUTY

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

11 JED MARGOLIN, an individual,

12 Plaintiff,

13 vs.

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

21 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**FIRST MEMORANDUM OF POST-
JUDGMENT COSTS AND FEES**

23 Judgment having been entered in the above entitled action on June 24, 2013 against
24 Defendants, jointly and severally, Plaintiff Jed Margolin, by and through his counsel of record,
25 Adam P. McMillen, Esquire of Watson Rounds, P.C., submits Plaintiff's First Memorandum
26 of Post-Judgment Costs and Fees and requests the Clerk tax such costs and fees, as follows:

27 POST-JUDGMENT ATTORNEYS' FEES
28 (JUNE 24, 2013 THROUGH MARCH 26, 2014) \$ 34,787.50

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COSTS (JUNE 24, 2013 THROUGH MARCH 26, 2014):

- Postage/photocopies (in-house) \$ 619.75
 - Fees (filing fees and recording fees) 154.00
 - Research 271.46
 - Witness Fees (Subpoenas) 444.38
 - Process service/courier fees 433.00
- \$ 1,922.59

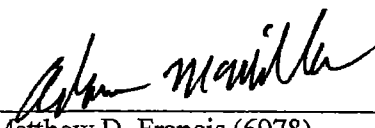
TOTAL: \$ 36,710.09

AFFIRMATION Pursuant to NRS 239B.030

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

DATED: April 2, 2014.

WATSON ROUNDS, P.C.

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

DECLARATION OF ADAM P. McMILLEN

I, ADAM P. McMILLEN, declare under the penalty of perjury that the foregoing costs and fees are correct and were necessarily incurred in this action and that the services for which fees have been charged were actually and necessarily performed.

DATED: April 2, 2014.



ADAM P. McMILLEN
Attorney for Plaintiff Jed Margolin

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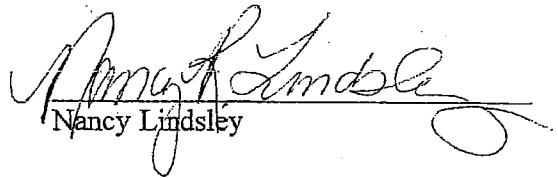
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CERTIFICATE OF SERVICE

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, **FIRST MEMORANDUM OF POST-JUDGMENT COSTS AND FEES**, addressed as follows:

Jason D. Woodbury
Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, Nevada 89703
Attorneys for Defendant, Reza Zandian

Dated: April 2nd, 2014


Nancy Lindsley

1 JASON D. WOODBURY
Nevada Bar No. 6870
2 KAEMPFER CROWELL
510 West Fourth Street
3 Carson City, Nevada 89703
Telephone: (775) 884-8300
4 Facsimile: (775) 882-0257
JWoodbury@kenvlaw.com
5 *Attorneys for Reza Zandian*

REC'D & FILED
2014 APR -9 PM 4:09
ALAN GLOVER
BY: C. GRIBBLE CLERK
DEPUTY

6 IN THE FIRST JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA IN AND FOR
7 CARSON CITY

8
9 JED MARGOLIN, an individual,
10 Plaintiff,

11 vs.

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

Case No. 09OC00579 1B

Dept. No. I

18 Defendants.

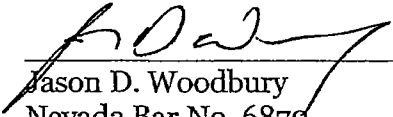
19
20 **MOTION TO RETAX AND SETTLE COSTS**

21 COMES NOW, Defendant REZA ZANDIAN ("ZANDIAN"), by and through his
22 attorneys, Kaempfer Crowell, and hereby moves this Court to retax and settle the costs
23 in the above-referenced proceeding. This *Motion* is made pursuant to NRS 18.110(4),
24 18.160(3), and NRS 18.170, and is based on NRS 18.005, 18.020, 18.050, 18.110, 18.160
and 18.170, the attached memorandum of points and authorities, all papers and

1 pleadings on file in this matter and any evidence received and arguments entertained by
2 the Court at any hearing on this *Motion*.

3 DATED this 8th day of April, 2014.

4 **KAEMPFER CROWELL**

5
6 
7 Jason D. Woodbury
8 Nevada Bar No. 6870
9 510 West Fourth Street
10 Carson City, Nevada 89703
11 Telephone: (775) 884-8300
12 Facsimile: (775) 882-0257
13 JWoodbury@kcnvlaw.com
14 **Attorneys for Reza Zandian**

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. Relevant Procedural Background¹**

3 On September 24, 2012, this Court entered a default against Defendant, Optima
4 Technology Corporation, a California corporation, and Optima Technology Corporation,
5 a Nevada corporation (collectively referred to as "OTC").² On September 27, 2012,
6 Plaintiff served notice that the default against OTC had been entered.³ A month later,
7 Plaintiff applied for default judgment against OTC, which was granted on October 31,
8 2012.⁴ Notice of the entry of default judgment against OTC was filed on November 6,
9 2012.⁵

10 This Court entered a default against ZANDIAN on March 28, 2013 and notice of
11 the default was filed April 5, 2013.⁶ Plaintiff subsequently applied for default judgment,
12 the application was granted and notice of the default judgment was filed on June 27,
13 2013.⁷

14 Later, beginning in December 2013 and culminating with this Court's denial in
15 February, 2014, ZANDIAN attempted to have the default judgment against him set
16 aside.⁸ The case has been appealed, and the appeal is pending.⁹ On April 2, 2014,

17 _____
18 ¹ The presentation of the procedural background material to this *Motion* is not intended and should not be
19 construed as an admission that there were not procedural deficiencies in regard to the proceedings
recited. That is to say, for instance, that a representation that a "notice" was made is not intended as a
representation that the referenced "notice" was made in a legally valid and procedurally sufficient
manner.

20 ² See *Default* (Sept. 24, 2012).

21 ³ See *Notice of Entry of Default* (Sept. 27, 2012).

22 ⁴ See *Application for Default J.* (Oct. 30, 2012); *Default J.* (Oct. 31, 2012).

23 ⁵ See *Notice of Entry of J.* (Nov. 6, 2012).

24 ⁶ See *Default* (Mar. 28, 2013); *Amended Not. of Entry of Default* (April 5, 2013).

⁷ See *Application for Default J.* (April 17, 2013); *Default J.* (June 24, 2013); *Notice of Entry of Default J.*
(June 27, 2013).

⁸ See generally, *Order Denying Defendant Reza Zandian aka Golamreza Zandianjazi aka Gholam Reza
Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghonoreza Zandian Jazi's Motion to Set
Aside Default Judgment* (Feb. 6, 2014).

1 Plaintiff served by mail a document entitled *First Memorandum of Post-Judgment*
2 *Costs and Fees* (“*Memorandum*”). This *Motion* is filed in response.

3 II. Argument

4 **A. Plaintiff should be denied costs and fees because the** 5 ***Memorandum* is procedurally defective.**

6 As a threshold matter, it is not possible to determine whether Plaintiff’s
7 *Memorandum* is presented under NRS 18.110—for costs incurred during the course of
8 an action—under NRS 18.160—for costs incurred following entry of judgment—or under
9 NRS 18.170—for costs incurred following entry of judgment which are not specified in
10 NRS 18.160.¹⁰ On the one hand, the *Memorandum*’s reference to “post-judgment”
11 suggests that its basis is NRS 18.160 or NRS 18.170. But on the other hand, the
12 *Memorandum* references a request for costs of “postage,” “photocopies,” “filing fees and
13 recording fees,” “research,” “witness fees” and “process service/courier fees.” None of
14 those items are identified in NRS 18.160 or NRS 18.170 as costs which may be recovered
15 following a judgment. Rather, those items are within the definition of “costs” as that
16 term is used in NRS 18.010.¹¹ This seems to indicate that the *Memorandum* is
17 presented under the authority of NRS 18.010. Fortunately, this Court need not resolve
18 the confusion over the legal basis for the *Memorandum* because regardless of whether
19 the *Memorandum* is presented under NRS 18.010, NRS 18.160, or NRS 18.170, it is
20 procedurally defective.

21 ⁹ See, e.g., *Notice of Appeal* (Mar. 12, 2014).

22 ¹⁰ Plaintiff does not identify the authority upon which he relies for the *Memorandum*’s request. The
23 absence of any authority in the *Memorandum* is, in and of itself, sufficient cause to reject it. See FJDCR
24 15(5).

¹¹ See NRS 18.005 which provides in pertinent part: “***For the purposes of NRS 18.010 to 18.150,***
inclusive, the term ‘costs’ means: 1. Clerks’ fees.... 4. Fees for witnesses at trial, pretrial hearing and
deposing witnesses 7. The fee of any sheriff or licensed process server for the delivery or service of any
summons or subpoena used in the action.... 12. Reasonable costs for photocopies.... 14. Reasonable
costs for postage.... 17.... [R]easonable and necessary expenses for computerized services for legal
research.” (Emphasis added).

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1. If the Memorandum is presented pursuant to NRS 18.010, it is untimely.

In pertinent part, NRS 18.110 provides:

The party in whose favor judgment is rendered, and who claims costs, **must** file with the clerk, and serve a copy upon the adverse party, **within 5 days after the entry of judgment**, or such further time as the court or judge may grant, a memorandum of the items of the costs in the action or proceeding....¹²

Notice of the default judgments against OTC and ZANDIAN were filed on November 6, 2012, and June 27, 2013 respectively. The *Memorandum* was not filed within five days after the entry of those judgments. Therefore, it is untimely under NRS 18.110 and the *Motion* should be granted.¹³

While NRS 18.110 does permit a court to grant further time beyond the five days, Plaintiff has not requested that additional time.¹⁴ As such, the *Memorandum* does not satisfy the clear requirements of NRS 18.110(1) and should be denied.

2. If the Memorandum is presented pursuant to NRS 18.160, it is untimely and requests costs which are not allowed.

NRS 18.160 provides that a request the recovery of post-judgment costs may be served and filed “at any time or times not more than 6 months after the items have been incurred.”¹⁵ The *Memorandum* of Plaintiff, however, filed April 2, 2014, is a request for costs allegedly incurred from “June 24, 2013 through March 26, 2014.” Even if it applies in these circumstances, the language of NRS 18.160(2) expressly restricts recoverable costs to those “incurred” from October 3, 2013 to April 2, 2014—six months.

¹² NRS 18.110(1) (emphasis added).

¹³ See *Securities Inv. Co. v. Donnelley*, 89 Nev. 341, 349, 513 P.2d 1238, 1243 (1973) (affirming denial of costs when memorandum of costs filed more than five days after judgment).

¹⁴ Indeed, it seems notable that even if Plaintiff had requested additional time to serve the *Memorandum*, such request would have almost certainly been rejected. The *Memorandum* is not merely a few days, or even weeks late. It was filed nearly a year and a half after the OTC judgment and over nine months after the ZANDIAN judgment. Such an extraordinary delay cannot conceivably be justified.

¹⁵ NRS 18.160(2).

1 The *Memorandum* provides no information as to when the costs were incurred.¹⁶

2 Therefore, the *Motion* should be granted.

3 But even to the extent that the *Memorandum* does requests costs which were
4 incurred within the six month time frame fixed by NRS 18.160(2), the *Motion* should
5 still be granted because the *Memorandum* seeks categories of costs which are not
6 allowed by NRS 18.160(1). In fact, *none* of the costs itemized in the *Memorandum* is
7 allowed by NRS 18.160(1).¹⁷ As such, NRS 18.160 does not provide Plaintiff a legal basis
8 to receive the costs he seeks and the *Motion* should be granted.

9 **3. If the Memorandum is presented pursuant to NRS 18.170,
10 it should be rejected because it was not preceded or
accompanied by a motion.**

11 When a party seeks post-judgment costs outside the scope of the categories
12 specified by NRS 18.160, NRS 18.170 provides the procedure and states, in pertinent
13 part:

14 A judgment creditor claiming costs or necessary disbursements reasonably
15 incurred in aid of the collection of a judgment or of any execution issued thereon,
16 other than those specified in NRS 18.160, including items which have been
17 disallowed by the judge in the supplemental proceeding, shall serve the adverse
18 party either personally or by mail, and file, at any time or times not more than 6
19 months after such item has been incurred and prior to the time the judgment is
20 fully satisfied, a *notice of motion for an order allowing the same*,
specifying the items claimed and the amount thereof, and supported by an
affidavit of the party or the party's attorney or agent stating that to the best of his
or her knowledge and belief the items are correct and showing that the costs were
reasonable, and the disbursements reasonable and necessarily incurred. The
court or judge hearing *such motion* shall make such order respecting the costs
or disbursements so claimed as the circumstances justify, allowing the same in
whole or in part, or disallowing the same.

21 In other words, NRS 18.170 requires a procedure different than NRS 18.110 or NRS
22 18.160 because it concerns costs which are of a different nature. Nevada law allows a
23

24 ¹⁶ Because the time frame—chosen by Plaintiff—commenced “June 24, 2013” presumably, that is when it
is alleged that post-judgment costs began accruing. As such, clearly some of the costs Plaintiff has
included are disallowed.

1 prevailing party to request costs by “memorandum” under NRS 18.110 and NRS 18.160
2 because those provisions are restricted to costs which have been “pre-determined,” in a
3 sense, to be valid. NRS 18.170, unlike those statutes allows costs beyond those “pre-
4 determined” categories. However, that statute balances the interests of the parties by
5 requiring the requesting party to present a “motion” to the Court for approval of the
6 costs requested.

7 Of course, Plaintiff has not followed that procedure in this case. The requests for
8 costs is not presented in a motion—complete with a sufficient explanation of the costs
9 and legal authority for their allowance—but, rather, a memorandum which provides
10 only the minimal information of a general category of the cost and the alleged amount
11 incurred for that category. This is grossly insufficient under NRS 18.170 and even the
12 most liberal construction of the *Memorandum* cannot turn it into a “motion” which
13 remotely satisfies the letter or purpose of the statute.

14 Consequently, regardless of whether Plaintiff’s legal basis for the Memorandum
15 is NRS 18.110, NRS 18.160, or NRS 18.170, the *Memorandum* is procedurally and fatally
16 defective and the *Motion* should be granted.

17 **B. Plaintiff is not entitled to attorneys’ fees even if allowed to
18 recover costs.**

19 The procedural defects addressed above do not even touch upon the most blatant
20 deficiency of the *Memorandum*: the request for attorneys’ fees disguised as costs.
21 Attorneys’ fees are not the same thing as “costs” for purposes of Chapter 18 of Nevada
22 Revised Statutes.¹⁷ For some unexplained—and unauthorized—reason, however,

23
24 ¹⁷ Compare NRS 18.160(1)(a) – (f) with *Memorandum* at 1:27 – 2:5.

¹⁸ See NRS 18.005, .160.

1 Plaintiff's *Memorandum* includes a request for \$34,787.50 in "post-judgment attorneys'
2 fees" as though it was such a cost.

3 Attorneys' fees are not recoverable unless authorized by a statute, rule, or
4 contractual provision.¹⁹ None provides a legal basis to award Plaintiff's fees as the
5 *Memorandum* requests.

6 The general statute authorizing recovery of fees by a prevailing party, NRS
7 18.010, does not apply to the circumstances of this case. Further, there is no evidence
8 that any offer of judgment was rejected by ZANDIAN or OTC which would trigger a
9 potential award of fees under any statute or rule of civil procedure. No other rule exists
10 which would allow Plaintiff to recover fees in this case.²⁰ The judgments at issue in this
11 case did not include recovery for attorneys' fees subsequent to the entry of judgment.
12 And there has never any allegation by Plaintiff that he and OTC and/or ZANDIAN were
13 parties to *any* contract together—must less any contract which provided for the
14 recovery of attorneys' fees in this litigation.

15 For these reasons, this Court should reject the *Memorandum* and grant the
16 *Motion*, and deny Plaintiff's attempt to recover attorneys' fees disguised as costs.

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24 ¹⁹ See, e.g., *Horgan v. Felton*, 123 Nev. 577, 170 P.3d 982, 986 (2007).

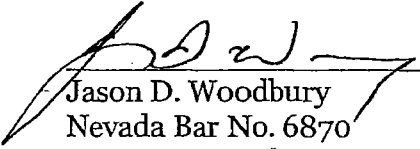
²⁰ Indeed, to the extent that a rule applies to this situation, it contravenes the *Memorandum's* request. NRCPC 54(d) requires that fees must be requested by motion, that the motion must be filed within 20 days

1 **III. Conclusion**

2 For all the reasons hereinabove, it is respectfully requested that this Court grant
3 this *Motion*.

4 DATED this 7th day of April, 2014.

5 **KAEMPFER CROWELL**

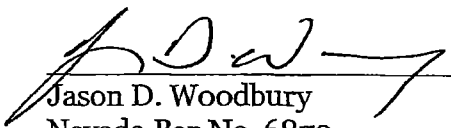
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8 Jason D. Woodbury
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10 510 West Fourth Street
11 Carson City, Nevada 89703
12 Telephone: (775) 884-8300
13 Facsimile: (775) 882-0257
14 JWoodbury@kenvlaw.com
15 ***Attorneys for Reza Zandian***

12 **AFFIRMATION pursuant to NRS 239B.030**

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

15 DATED this 7th day of April, 2014.

16 **KAEMPFER CROWELL**

17
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23 Telephone: (775) 884-8300
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JWoodbury@kenvlaw.com
Attorneys for Reza Zandian

of the notice of entry of judgment, and that it must "specify" the "statute, rule, or other grounds" authorizing the award of fees. The *Memorandum* does none of these.

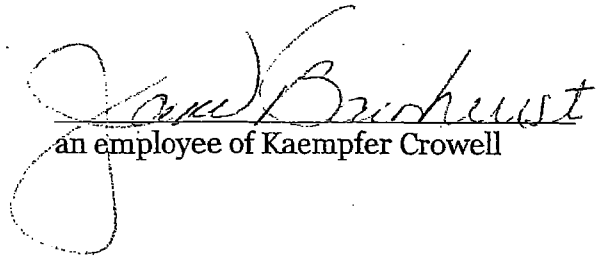
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that service of the foregoing **MOTION TO RETAX AND SETTLE COSTS** was made this date by depositing a true copy of the same for mailing at Carson City, Nevada, addressed to each of the following:

Matthew D. Francis
Adam P. McMillen
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511

DATED this 9 day of April, 2014.


an employee of Kaempfer Crowell

REC'D & FILED

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ALAN GLOVER

BY ~~C. DEPUY~~ CLERK

1 JASON D. WOODBURY
 Nevada Bar No. 6870
 2 SEVERIN A. CARLSON
 Nevada Bar No. 9373
 3 KAEMPFER CROWELL
 510 West Fourth Street
 4 Carson City, Nevada 89703
 Telephone: (775) 884-8300
 5 Facsimile: (775) 882-0257
jwoodbury@kcnvlaw.com
 6 **Attorneys for Defendant,**
REZA ZANDIAN

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 aka
 GOLAMREZA ZANDIANJAZI aka
 16 GHOLAM REZA ZANDIAN aka REZA
 JAZI aka J. REZA JAZI aka G. REZA JAZI
 17 aka GHONOREZA ZANDIAN JAZI, an
 individual, DOE Companies 1-10, DOE
 18 Corporations 11-20, and DOE Individuals
 21-30,

19 Defendants.

Case No. 09 OC 00579 1B

Dept. No. I

20
 21 **STIPULATION AND ORDER TO WITHDRAW MOTION FILED BY**
REZA ZANDIAN ON MARCH 24, 2014

22 COME NOW, WATSON ROUNDS, counsel for Plaintiff, JED MARGOLIN, by and
 23 through ADAM McMILLEN, and KAEMPFER CROWELL, counsel for Defendant, REZA
 24

KAEMPFER CROWELL
 810 W. Fourth Street
 Carson City, Nevada 89703

1 ZANDIAN, by and through JASON WOODBURY and hereby stipulate that the Motion
2 filed by REZA ZANDIAN appearing in Proper Person on March 24, 2014, be withdrawn.

3 Dated this 14 day of April, 2014. Dated this 15th day of April, 2014.

4 **WATSON ROUNDS**

KAEMPFER CROWELL

5
6 By: *Adam P. McMillen*
7 ADAM P. McMILLEN
8 Nevada Bar No. 10678
9 5371 Kietzke Lane
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11 Telephone: (775) 324-4100
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13 Email: amcmillen@watsonrounds.com
14 **Attorneys for Plaintiff,**
15 **JED MARGOLIN**

6 By: *J. D. Woodbury*
7 JASON D. WOODBURY
8 Nevada Bar No. 6870
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10 Carson City, Nevada 89703
11 Telephone: (775) 884-8300
12 Facsimile: (775) 882-0257
13 Email: jwoodbury@kcnvlaw.com
14 **Attorneys for Defendant,**
15 **REZA ZANDIAN**

16 **IT IS SO ORDERED.**

17 DATED this 17th day of April, 2014.

18 *James T. Russell*
19 JAMES T. RUSSELL
20 District Judge

21
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23
24
Case 5:14-cv-00111-UNA Document 1-1 Filed 04/17/14 Page 2 of 2

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ALAN GLOVER
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DEPUTY

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JWoodbury@kcnvlaw.com
5 ***Attorneys for Reza Zandian***

6 IN THE FIRST JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA IN AND FOR
7 CARSON CITY

8
9 JED MARGOLIN, an individual,

10 Plaintiff,

11 vs.

Case No. 090C00579 1B

Dept. No. I

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

18 Defendants.

19
20 **OPPOSITION TO MOTION FOR WRIT OF EXECUTION**

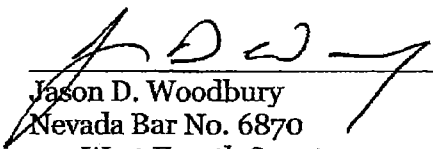
21 COMES NOW, Defendant REZA ZANDIAN ("ZANDIAN"), by and through his
22 attorneys, Kaempfer Crowell, and hereby opposes the *Motion for Writ of Execution*
23 ("*Motion*") served by mail on April 2, 2014. This *Opposition* is made pursuant to
24 FJDCR 15(3) and is based on the attached memorandum of points and authorities, all

KAEMPFER CROWELL
510 West Fourth Street
Carson City, Nevada 89703

1 papers and pleadings on file in this matter and any evidence received and arguments
2 entertained by the Court at any hearing on the *Motion*.

3 DATED this 21st day of April, 2014.

4 **KAEMPFER CROWELL**

5
6 
7 Jason D. Woodbury
8 Nevada Bar No. 6870
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10 Carson City, Nevada 89703
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14 *Attorneys for Reza Zandian*

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KAEMPFER CROWELL
510 West Fourth Street
Carson City, Nevada 89703

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. Procedural Background**

3 On June 24, 2013, this Court entered default judgment in the amount of
4 \$1,495,775.74 in this case.¹ On April 2, 2014, Plaintiff served the instant *Motion*.
5 Attached to the *Motion* are two exhibits. The first, Exhibit 1, is a document entitled
6 “*First Memorandum of Post-Judgment Costs and Fees*.” The second, Exhibit 2, is
7 actually a series of documents each entitled “*Writ of Execution*” some of which purport
8 to be issued to the Sheriff of Washoe County and some of which purport to be issued to
9 the Constable of Clark County.

10 On April 9, 2014, ZANDIAN filed a *Motion to Retax and Settle Costs* (“*Motion to*
11 *Retax*”) in response to the *First Memorandum of Post-Judgment Costs and Fees*.² The
12 *Motion to Retax* is pending and has not been addressed at this time.

13 **II. Argument**

14 **A. This Court should deny Plaintiff’s *Motion* to issue the proposed**
15 ***Writs* because they include fees and costs which this Court has**
16 **not granted.**

17 The proposed *Writs* presented to this Court by Plaintiff include the following
18 amounts as “sums [which] have accrued since the entry of judgment.”³ Two of these
19 items, \$34,787.50 in attorney’s fees and \$1,022.59 in “accrued costs” reflect the costs

20 ¹ See *Default J.* at 2:19 – 3:3 (June 24, 2013). This Court’s *Default Judgment* reflects that the judgment
21 includes “damages, along with pre-judgment interest, attorney’s fees and costs.” *Id.* at 2:21-22. However,
22 the *Default Judgment* does not itemize the amount of each category and only reflects a lump sum of
23 \$1,495,775.74. Plaintiff’s proposed *Writ of Execution* does itemize these categories and sums as follows:
24 “\$900,000.00 principal,” “\$83,761.25 attorney’s fees”, “\$488,545.89 interest, and” “\$24,021.96 costs,
making a total amount of \$1,495,775.74”. *Exhibit 2 to Motion for Writ of Execution* at 2:1-5 (hereinafter
referred to as “proposed *Writs*”). Adding to the confusion, the sums of the categories listed in Plaintiff’s
proposed writs do not equal what is reported as the “total amount.” ($\$900,000 + \$83,761.25 +$
 $\$488,545.89 + \$24,021.96 = \$1,497,329.10$ not $\$1,495,775.74$). Plaintiff, however, offers no explanation
for the discrepancy between the categories and total and, to date, has made no effort to correct any error.
For this reason alone, this Court should deny the *Motion* and require clarification by Plaintiff. A writ of
execution must be precise.

² See *Motion to Retax and Settle Costs* (April 9, 2014).

1 and fees requested in the *First Memorandum of Post-Judgment Costs and Fees*. Those
2 fees and costs are disputed and this Court has yet to resolve any dispute as to their
3 amount. Indeed, there is significant doubt that Plaintiff has any legal basis to recover
4 post-judgment fees in this case. In any event, however, the proposed *Writs* do not
5 accurately reflect the previous orders of this Court and should be rejected.

6 More egregious, Plaintiff's proposed *Writs* reflect a higher sum than this Court
7 has actually awarded—even assuming the adoption of the *First Memorandum of Post-*
8 *Judgment Costs and Fees*. The proposed *Writs* would have this Court authorize
9 execution for the total sum of \$1,592,091.22.⁴ One would assume that this sum consists
10 of the amount previously awarded by this Court, \$1,495,775.74, added to the sum
11 requested in the *First Memorandum of Post-Judgment Costs and Fees*, \$93,315.40.
12 However, those two figures add up to 1,589,091.14, \$3,000.08 less than the sum
13 reflected in the proposed *Writs*. No explanation for this is provided in the *Motion*.
14 Simply, the proposed *Writs* are erroneous on their face and this Court should decline
15 their issuance.

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24 ³ Proposed *Writs* at 2:7.

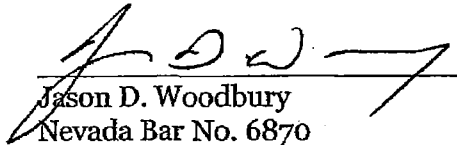
⁴ Proposed *Writs* at 2:17-19.

1 **III. Conclusion**

2 For all these reasons explained herein, it is respectfully requested that this Court
3 deny the *Motion*.

4 DATED this 21st day of April, 2014.

5 **KAEMPFER CROWELL**

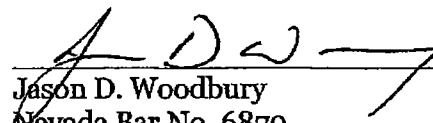
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8 Jason D. Woodbury
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14 JWoodbury@kcnvlaw.com
15 *Attorneys for Reza Zandian*

12 **AFFIRMATION pursuant to NRS 239B.030**

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

15 DATED this 21st day of April, 2014.

16 **KAEMPFER CROWELL**

17
18 
19 Jason D. Woodbury
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Attorneys for Reza Zandian

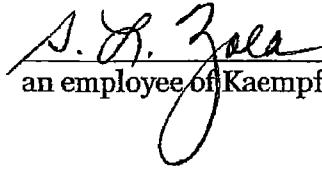
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that service of the foregoing
OPPOSITION TO MOTION FOR WRIT OF EXECUTION was made this date by
depositing a true copy of the same for mailing at Carson City, Nevada, addressed to each
of the following:

Matthew D. Francis
Adam P. McMillen
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511

DATED this 21st day of April, 2014.


an employee of Kaempfer Crowell

ORIGINAL

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

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ALAN GLOVER
BY CLERK
DEPUTY

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

10
11 JED MARGOLIN, an individual,
12 Plaintiff,

13 vs.

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

21 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**REPLY IN SUPPORT OF MOTION
FOR WRIT OF EXECUTION AND
OPPOSITION TO MOTION TO
RETAG AND SETTLE COSTS**

22 Plaintiff Jed Margolin, by and through his attorneys of record, hereby files the
23 following Reply in Support of Motion for Writ of Execution, filed April 2, 2014, and
24 Opposition to Reza Zandian's ("Zandian") Motion to Retax and Settle Costs, filed on April 9,
25 2014. Plaintiff hereby withdraws his Motion for Writ of Execution, and will be filing a
26 Motion for Order Allowing Costs and Necessary Disbursements, shortly. Once the Motion for
27 Order Allowing Costs and Necessary Disbursements is ruled upon, Plaintiff will renew the
28 Motion for Writ of Execution.

1 Plaintiff's withdrawal of the Motion for Writ of Execution is done without prejudice.
2 Plaintiff does not admit any of the points made in Zandian's Motion to Retax and Settle Costs.
3 Plaintiff's withdrawal of the Motion for Writ of Execution moots Zandian's Motion to Retax
4 and Settle Costs.

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

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

8 DATED: April 21, 2014.

WATSON ROUNDS

9 By: 

10 Matthew D. Francis (6978)
11 Adam P. McMillen (10678)
12 WATSON ROUNDS
13 5371 Kietzke Lane
14 Reno, NV 89511
15 Telephone: 775-324-4100
16 Facsimile: 775-333-8171
17 *Attorneys for Plaintiff Jed Margolin*

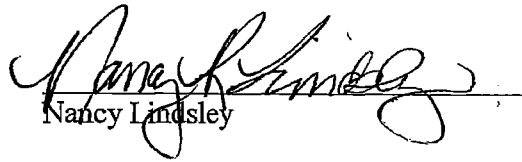
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **REPLY IN SUPPORT OF MOTION FOR WRIT OF EXECUTION AND OPPOSITION TO MOTION TO RETAX AND SETTLE COSTS**, addressed as follows:

Jason D. Woodbury
Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, Nevada 89703
Attorneys for Defendant, Reza Zandian

Dated: April 21, 2014


Nancy Lindsley

ORIGINAL

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ALAN GLOVER

CLERK
BY *[Signature]*
DEPUTY

1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
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Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin

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

11 JED MARGOLIN, an individual,
12 Plaintiff,

13 vs.

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

21 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**MOTION FOR ORDER ALLOWING
COSTS AND NECESSARY
DISBURSEMENTS AND
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT
THEREOF**

22 Plaintiff Jed Margolin has incurred various postjudgment collection costs and fees.

23 Pursuant to the judgment, NRS 18.160, NRS 18.170, and NRS 598.0999(2), Plaintiff moves
24 this Court for an order awarding him postjudgment interest, costs and attorneys' fees.
25

26 ///

27 ///

28 ///

POINTS AND AUTHORITIES

I. Postjudgment Interest

On June 24, 2013, the Court entered Default Judgment against Defendants. Notice of entry of the Default Judgment was filed on June 27, 2014. In the Default Judgment, the Court entered judgment in favor of Plaintiff against Defendants, jointly and severally, in the sum of \$1,495,775.74, plus interest at the legal rate, pursuant to NRS 17.130, thereon, from the date of default until the judgment is satisfied.

The award of interest in this case is governed by NRS 17.130(2), which states that the postjudgment interest computation in a proceeding to enforce a judgment is subject to either the parties' contract, the judgment against the party, or as otherwise provided by law.

Accordingly, the interest computation in this case is governed by the judgment against

Defendants. Because the original judgment was entered in Nevada and the judgment set the interest rate at the legal rate of interest according to NRS 17.130, the interest rate is 5.25

percent per-annum, or \$215.15 per-day. Further, because Plaintiff is enforcing the Nevada

judgment according to its terms, which does not provide for compound interest, simple interest is appropriate. Accordingly, Plaintiff is owed simple interest at 5.25 percent or \$215.15 per-

day from June 27, 2014, the date of notice of entry of the judgment, through April 18, 2014. It

is 296 days from June 27, 2014 to April 18, 2014. Multiplying 296 days by \$215.15 equals

\$63,684.40 in accrued interest.

II. Postjudgment Costs

NRS 18.160(1)(f) allows “[c]osts or disbursements incurred in connection with any proceeding supplementary to execution which have been approved as to necessity, propriety and amount by the judge ordering or conducting the proceeding.” (emphasis added). NRS 18.170 further provides that a “judgment creditor claiming costs or necessary disbursements reasonably in aid of collection of a judgment or of any execution issued thereon...” must file a

1 motion for costs and necessary disbursements “at any time or times not more than 6 months
2 after such item has been incurred.” “The court or judge hearing such motion shall make such
3 order respecting the costs or disbursements so claimed as the circumstances justify, allowing
4 the same in whole or in part, or disallowing the same.” NRS 18.170.

5 Plaintiff has incurred the following costs or disbursements reasonably in aid of
6 execution of the judgment in the last six months:

7 COSTS (October 18, 2013 THROUGH April 18, 2014):

8

9 • Postage/photocopies (in-house)	\$ 481.20
• Research	285.31
10 • Witness Fees (Subpoenas)	215.66
• Process service/courier fees	<u>373.00</u>
	<u>\$1,355.17</u>

11

12 The above items are correct and reasonable and the disbursements reasonably and
13 necessarily incurred, postjudgment. *See* Declaration of Adam McMillen (“McMillen Decl.”),
14 dated April 24, 2014, ¶¶ 11-13 and Exhibits 4-5.

15 **III. Postjudgment Attorney’s Fees**

16 “The district court may award attorney fees only if authorized by a rule, contract, or
17 statute.” *Barney v. Mt. Rose Heating & Air Conditioning*, 124 Nev. 821, 825, 192 P.3d 730,
18 733 (2008) (citing *Albios v. Horizon Communities, Inc.*, 122 Nev. 409, 417, 132 P.3d 1022,
19 1028 (2006)). A district court’s award of attorney fees and costs is reviewed for an abuse of
20 discretion. *Albios*, 122 Nev. at 417, 132 P.3d at 1027–28 (attorney fees); *Bobby Berosini, Ltd.*
21 *v. PETA*, 114 Nev. 1348, 1352, 971 P.2d 383, 385 (1998) (costs).
22

23 Under Plaintiff’s Deceptive Trade Practices claim, “[t]he court in any such action may,
24 **in addition to any other relief or reimbursement, award reasonable attorney’s fees and**
25 **costs.**” NRS 598.0999(2) (emphasis added). Although NRS 598.0999(2) does not explicitly
26 provide for attorney fees incurred postjudgment, the statute does not expressly exclude
27 postjudgment attorney fees from its purview, and for public policy reasons, NRS 598.0999(2)
28

1 should be liberally interpreted as allowing for postjudgment attorney fees so as to further the
2 statute's purpose to ensure that those that engage in deceptive trade practices are penalized and
3 deterred from engaging in such practices and so that an attorney fee award properly includes
4 the reasonable fees incurred in seeking the fees. *See Barney*, 124 Nev. at 825-26, 192 P.3d at
5 733-34 (mechanic lien statute did not expressly provide for attorney fees incurred
6 postjudgment, however, statute did not expressly exclude postjudgment attorney fees from its
7 purview and was liberally interpreted to allow postjudgment attorney fees "so as to further the
8 lien statutes' purpose to ensure that contractors are paid in whole for their work."); *see also*
9 *Rosen v. LegacyQuest*, A136985, 2014 WL 1372114 (Cal. Ct. App. Mar. 21, 2014) (judgment
10 creditor, who had recovered statutory attorney fees in connection with underlying judgment,
11 authorized to recover attorney fees incurred in enforcing underlying judgment under the statute
12 authorizing recovery of judgment creditor's "reasonable and necessary costs of enforcing a
13 judgment," since the statute authorizing the underlying attorney fee award established that the
14 fee award was "otherwise provided by law" within meaning of the fee statute) (an attorney fee
15 award properly includes the reasonable fees incurred in seeking the fees); *see also Ketchum v.*
16 *Moses* (2001) 24 Cal.4th 1122, 104 Cal.Rptr.2d 377, 17 P.3d 735 (judgment creditor entitled
17 to fees incurred in enforcing the right to mandatory fees under statute).

20 "In Nevada, 'the method upon which a reasonable fee is determined is subject to the
21 discretion of the court,' which 'is tempered only by reason and fairness.'" *Shuette v. Beazer*
22 *Homes Holdings Corp.*, 124 P. 3d 530, 121 Nev. 837 (2005) (citing *University of Nevada v.*
23 *Tarkanian*, 110 Nev. 581, 594, 591, 879 P.2d 1180, 1188, 1186 (1994)). "Accordingly, in
24 determining the amount of fees to award, the court is not limited to one specific approach; its
25 analysis may begin with any method rationally designed to calculate a reasonable amount,
26 including those based on a 'lodestar' amount or a contingency fee." *Id.* (citations omitted).
27 "The lodestar approach involves multiplying 'the number of hours reasonably spent on the
28

1 case by a reasonable hourly rate.” *Id.* at n. 98 (citing *Herbst v. Humana Health Ins. of*
2 *Nevada*, 105 Nev. 586, 590, 781 P.2d 762, 764 (1989)).

3 However, before awarding attorney’s fees, the district court must make findings
4 concerning the reasonableness of the award, as required by *Brunzell v. Golden Gate National*
5 *Bank*, 455 P.2d 31, 85 Nev. 345 (1969) and *Shuette v. Beazer Homes Holdings Corp.*, 124 P.
6 3d 530, 121 Nev. 837 (2005). *See Barney*, 124 Nev. at 829-30, 192 P.3d at 735-37.

7 According to *Brunzell*, the factors that the district court should consider in awarding
8 attorney fees, with no one factor controlling, is as follows:

- 9
- 10 (1) the advocate's qualities, including ability, training, education, experience,
professional standing, and skill;
 - 11 (2) the character of the work, including its difficulty, intricacy, importance, as
12 well as the time and skill required, the responsibility imposed, and the
prominence and character of the parties when affecting the importance of the
litigation;
 - 13 (3) the work performed, including the skill, time, and attention given to the
work; and
 - 14 (4) the result—whether the attorney was successful and what benefits were
15 derived.

16 *Barney*, 192 P.3d at 736 (citing *Brunzell*, 85 Nev. at 349, 455 P.2d at 33).

17 According to *Shuette*, the district court is required to “provide[] sufficient reasoning
18 and findings in support of its ultimate determination.” *Id.* (citing *Shuette*, 121 Nev. at 865, 124
19 P.3d at 549).

20 As set forth in Plaintiff’s counsel’s declaration, the lodestar amount of postjudgment
21 attorney’s fees is \$34,632.50. *See* McMillen Decl., ¶¶ 2-6A and Exhibit 2. This amount only
22 includes reasonable attorney’s fees from October 18, 2013 to April 18, 2014, as follows: 14.4
23 hours of work performed by attorney Matthew D. Francis at \$300 per-hour (\$4,320.00); 81.5
24 hours of work performed by attorney Adam P. McMillen at \$300 per-hour (\$24,450.00); and
25 46.9 hours of work performed by paralegal Nancy Lindsley at \$125 per-hour (\$5,862.50). *Id.*
26 This lodestar amount is reasonable under the *Brunzell* factors as follows.
27

28 ///

1 **(1) Factors 1 and 2 - The Advocate's Qualities, Including Ability, Training,**
2 **Education, Experience, Professional Standing, and Skill and The Novelty**
3 **and Difficulty of The Questions Involved, and The Time and Skill Involved**

4 The issues related to this case included: (a) whether Plaintiff's patents were entitled to
5 protection; (b) whether Defendants fraudulently assigned Plaintiff's patents; and (c), whether
6 Plaintiff was damaged by Defendants' conduct. McMillen Decl., ¶ 7. The patent and
7 deceptive trade practices issues, and the unique facts surrounding them, involved careful
8 consideration and research. *Id.* In general, patent and deceptive trade practices litigation is a
9 niche practice that requires a high degree of legal skill and care in order to be performed
10 properly and effectively. *Id.* Each of these causes of action, coupled with the unique facts of
11 this matter, required thorough research and careful analysis. *Id.*

12 In addition, the postjudgment collection efforts so far have included attempting to find
13 Zandian's collectible assets, including researching and investigating his property in Nevada
14 and California and moving for a debtor's examination. *Id.* Considering Zandian's elusive
15 behavior to date and elaborate financial arrangements with a multitude of companies and
16 individuals, Plaintiff has been forced to incur a significant amount of attorney's fees in
17 attempting to collect on the judgment. *Id.*

18 Accordingly, Plaintiff's claimed postjudgment attorney's fees are reasonable under
19 these factors:
20

21 **(2) Factor 3 – The Time and Labor Required**

22 Plaintiff's counsel has been required to research Zandian's vast real estate holdings in
23 Nevada. McMillen Decl., ¶ 9. Plaintiff's counsel has recorded the judgment in each Nevada
24 County where Zandian holds property. *Id.* Plaintiff's counsel has researched and subpoenaed
25 Zandian's financial information from several financial institutions. *Id.* Plaintiff's counsel has
26 moved the court for a debtor's examination of Zandian. *Id.* The time and labor required
27 relating to collections efforts are set forth in detail in Plaintiffs' counsel's declaration, and
28

1 incorporated by reference herein. McMillen Decl., ¶¶ 5-10 and Exhibits 2-3. In sum, the time
2 expended for the work product in this case is more than reasonable.

3 **(3) Factor 4 - The Result—Whether The Attorney Was Successful And What**
4 **Benefits Were Derived**

5 Plaintiff prevailed on all of his causes of action in this case. Plaintiff's case against
6 Defendants resulted in a Default Judgment being entered against Defendants on Plaintiff's
7 causes of action. Specifically, the Court ordered Defendants to pay Plaintiff \$1,495,775.74,
8 plus interest. In addition, through postjudgment efforts, Plaintiff's counsel has successfully
9 liened Zandian's Nevada real estate to secure the judgment and Plaintiff's counsel is in the
10 process of securing appropriate writs of execution to satisfy the judgment. Thus, Plaintiff
11 obtained the results sought, and this factor weighs in favor of the reasonableness of Plaintiff's
12 fee request.

13
14 In sum, an analysis of the *Brunzell* factors and other applicable case law proves
15 Plaintiff's fees in the lodestar amount of \$34,632.50 are reasonable and should be awarded.

16 **IV. Conclusion**

17 For the reasons stated above, Plaintiff respectfully requests that this Motion for Order
18 Allowing Costs and Necessary Disbursements be granted in full.

19
20 **AFFIRMATION PURSUANT TO NRS 239B.030**

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

23 DATED: April 25, 2014.

WATSON ROUNDS

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

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Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin

REC'D & FILED

2014 APR 28 PM 3:57

ALAN GLOVER
CLERK
BY *[Signature]*
AFFIDAVIT

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

11 JED MARGOLIN, an individual,
12 Plaintiff,

13 vs.

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

21 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**DECLARATION OF ADAM
MCMILLEN IN SUPPORT OF
PLAINTIFF'S MOTION FOR ORDER
ALLOWING COSTS AND
NECESSARY DISBURSEMENTS**

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

23
24 1. I am counsel of record for Plaintiff Jed Margolin in this matter. This declaration is
25 based upon my personal knowledge and is made in support of Plaintiff's Motion for Order
26 Allowing Costs and Necessary Disbursements.

1 2. I am an associate in the law firm of Watson Rounds. I have over 7 years of
2 experience as a litigator in intellectual property and business litigation matters. Watson
3 Rounds is an AV-rated law firm.

4 3. Matthew D. Francis is a partner in the law firm of Watson Rounds. He has over 14
5 years of experience in the fields of intellectual property and business litigation, including
6 reported decisions.

7 4. Between October 18, 2013 and April 18, 2014, my and Mr. Francis's hourly billing
8 rate for this litigation was \$300 per-hour. It is my understanding that the customary fee
9 charged by attorneys with our experience for similar patent and deceptive trade practices
10 matters in Nevada ranges between \$275-\$450 per-hour. It is also my understanding that
11 intellectual property litigators in major markets, such as San Francisco, Los Angeles, New
12 York, and Boston charge in excess of these amounts, and in some instances, over \$500 per-
13 hour. According to the 2002 Altman Weil "Survey of Law Firm Economics," the median
14 partner hourly rates for intellectual property litigation exceeded well over \$300 per-hour in
15 2002. A true and correct copy of the 2002 Altman Weil Survey entitled "Mining the Surveys:
16 Which Specialties Command the Highest Rates," is attached hereto as Exhibit 1. This Survey
17 was conducted over a decade ago. Furthermore, in 2012, the Ninth Circuit upheld a District of
18 Nevada fee award in a trade dress action in the amount of \$836,899.99, and approved
19 attorneys' fees ranging between \$320 to \$685 per hour. *See Secalt S.A. v. Wuxi Shenxi Const.*
20 *Machinery Co., Ltd.*, 668 F.3d 677, 689 (9th Cir. 2012).

21 4A. Nancy Lindsley, my current secretary and paralegal, has over 30 years of
22 paralegal experience and has worked almost exclusively on intellectual property matters
23 during her tenure at Watson Rounds. Mrs. Lindsley's hourly rate for this action is \$125 per-
24 hour.

25 5. The itemization and description of the work performed for the fees sought herein is
26 set forth in a true and correct copy of Plaintiff's client ledger dated April 23, 2014, and
27 attached hereto as Exhibit 2. Attached collectively hereto as Exhibit 3 are true and correct
28 redacted copies of the actual invoices sent to Plaintiff, which list all activity performed on the

1 file, including fees and costs. Each of the bills set forth in Exhibit 3 was reviewed and edited,
2 and is reasonable.

3 6. The personal abbreviations contained in Exhibits 2 and 3 mean the following: MDF
4 = Matthew D. Francis; NRL = Nancy R. Lindsley; APM = Adam P. McMillen. Attorneys and
5 paralegals at Watson Rounds bill in 1/10 of an hour increments.

6 6A. It is part of my ordinary business practice to review each invoice before it is sent
7 to a client. All of the invoices sent to Plaintiff were personally reviewed by me or by Mr.
8 Francis prior to being sent to Plaintiff for payment. As detailed below, Plaintiff requests
9 reasonable attorneys' fees for this action in the amount of \$34,632.50. This amount only
10 includes attorney's fees from October 18, 2013 to April 18, 2014, as follows: 14.4 hours of
11 work performed by attorney Matthew D. Francis at \$300 per hour (\$4,320.00); 81.5 hours of
12 work performed by attorney Adam P. McMillen at \$300 per hour (\$24,450.00); and 46.90
13 hours of work performed by paralegal Nancy Lindsley at \$125 per hour (\$5,862.50).

14 \$34,632.50 is the lodestar amount Plaintiff is requesting from the Court. *See* Exhibit 2.

15 7. This was a fraudulent patent assignment and deceptive trade practices action. The
16 issues related to this case included: (a) whether Plaintiff's patents were entitled to protection;
17 (b) whether Defendants fraudulently assigned Plaintiff's patents; and (c) whether Plaintiff was
18 damaged by Defendants' conduct. The patent and deceptive trade practices issues, and the
19 unique facts surrounding them, involved careful consideration and research. In general, patent
20 and deceptive trade practices litigation is a niche practice that requires a high degree of legal
21 skill and care in order to be performed properly and effectively. Each of these causes of
22 action, coupled with the unique facts of this matter, required thorough research and careful
23 analysis. In addition, the postjudgment collection efforts so far have included attempting to
24 find Zandian's collectible assets, including researching and investigating his property in
25 Nevada and California and moving for a debtor's examination. Considering Zandian's elusive
26 behavior to date and elaborate financial arrangements with a multitude of companies and
27 individuals, Plaintiff has been forced to incur a significant amount of attorney's fees in
28 attempting to collect on the judgment.

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

Affirmation Pursuant to NRS 239B.030

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

Dated: April 25, 2014

By: 
ADAM P. MCMILLEN

EXHIBIT LIST

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EXHIBIT NO.	DESCRIPTION	PAGE(S)
1	2002 Altman Weil Survey entitled, "Mining the Surveys: Which Specialties Command the Highest Rates"	4
2	Plaintiff's client ledger dated April 17, 2014, reflecting fees incurred between October 18, 2013 through April 18, 2014	8
3	Statements for professional services rendered to Plaintiff from October, 2013 through April, 2014	39
4	Plaintiff's client ledger dated April 17, 2014, reflecting costs incurred between October 18, 2013 through April 18, 2014	3
5	Invoices and receipts for Plaintiff's postjudgment costs reflected on Exhibit 4	14

EXHIBIT LIST

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Exhibit 1

Exhibit 1

MINING THE SURVEYS: WHICH SPECIALTIES COMMAND THE HIGHEST RATES?

by Ward Bower

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The annual Altman Weil *Survey of Law Firm Economics* compiles billing rate information by geographic region, by state, by firm size, by size of population of the community in which the firm is located, by year admitted to the bar and by specialty, for both partners and associates. Specialty information is divided into litigation and non-litigation specialties.

Non-Litigation Specialties

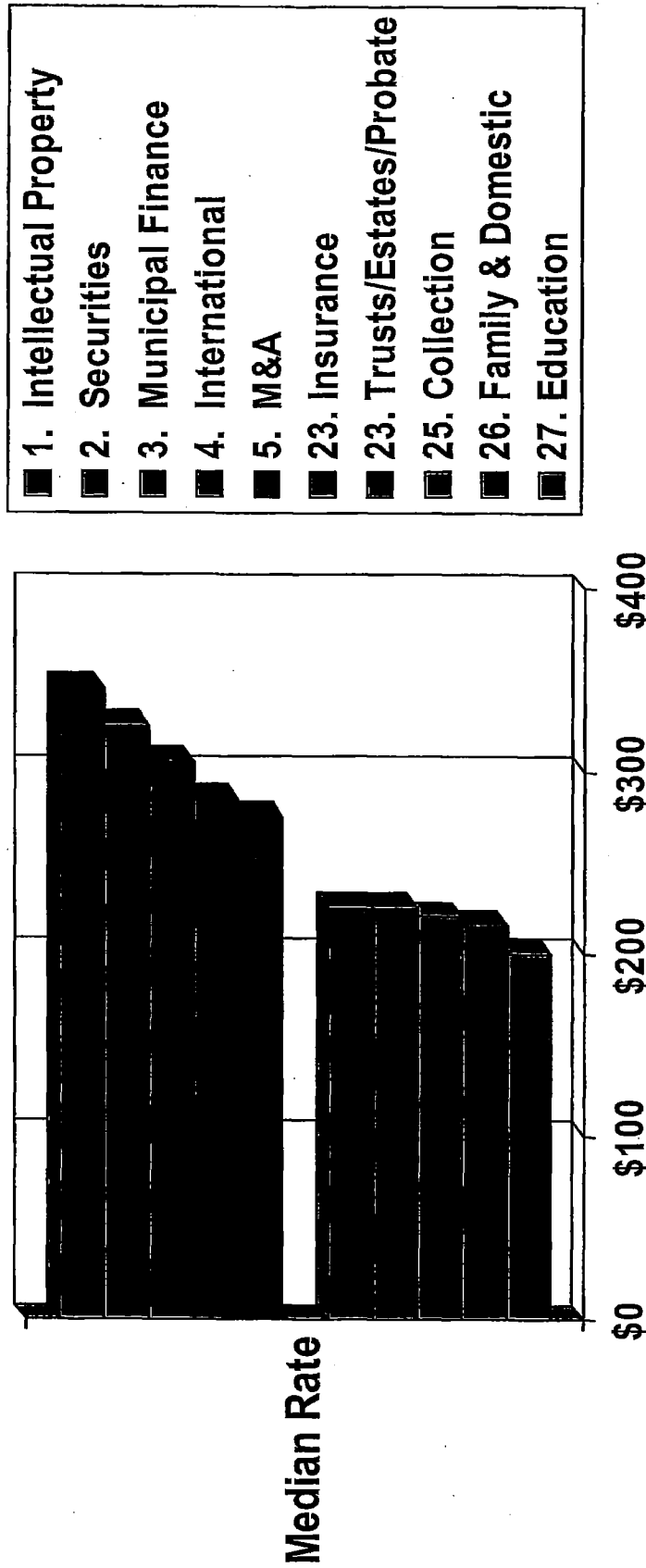
Twenty-seven non-litigation specialties are covered. The first chart (following) shows the top and bottom five non-litigation specialties, by median hourly billing rate for partners/ shareholders. The top median rate goes to partners and shareholders in intellectual property practice at \$345 per hour. The bottom goes to partner/ shareholders in Education specialty practice — \$200 per hour, less than 60% of the median rates of partners/ shareholders in intellectual property practice. On an 1,800 billable hour year, that would amount to a difference of \$261,000 in personal billings, annually.

Litigation Specialties

In the 26 litigation specialties reported in the 2002 Altman Weil Survey of Law Firm Economics, there is even a greater difference — \$296 per hour between the highest (antitrust — \$430) and lowest (workers' compensation — \$134). On a 1,800 hour work year, that difference would translate to a staggering \$532,800 differential in personal billings!

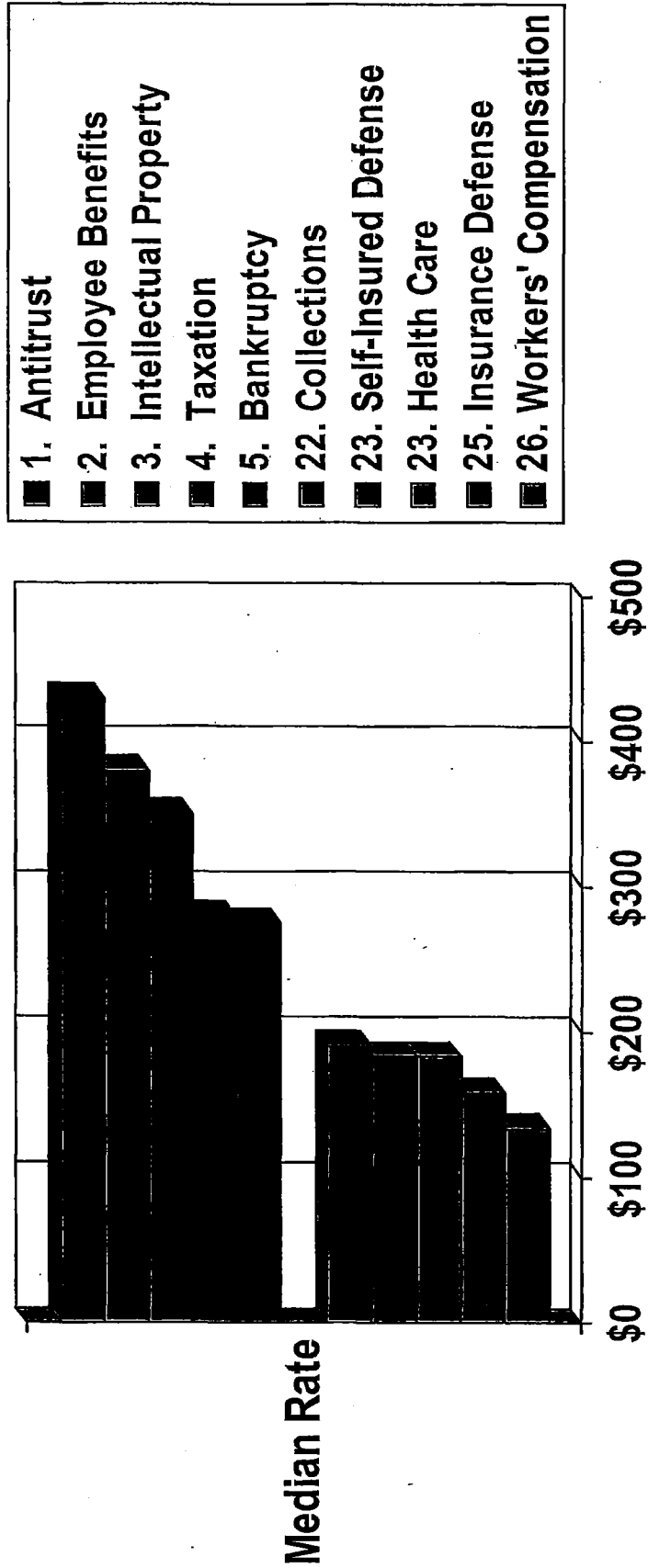
The second chart depicts the top and bottom five median partner/ shareholder hourly billing rates for litigation specialties reported in the 2002 Survey.

Median Partner/ Shareholder Hourly Rates, by Specialty — Non-Litigation Areas (top five, bottom five)



Source: 2002 Altman Weil Survey of Law Firm Economics

Median Partner/ Shareholder Hourly Rates, by Specialty — Litigation Areas (top five, bottom five)



Source: 2002 Altman Weil Survey of Law Firm Economics

Exhibit 2

Exhibit 2

Date	Fee / Time	Explanation	Hours	Amount	Inv#	Billing Status
Entry #						
5457		Margolin, Jed				
	5457.01	Patent theft analysis & litigation				
Oct 18/2013	1.50 Hrs X 125.00	Lawyer: NRL - Nancy R. Lindsley	1.50	187.50	12409	Billed
1115373		Telephone conference with Charles Schwab re password to access CD; access CD-compile information; save to client				
Oct 18/2013	1.00 Hrs X 125.00	Lawyer: NRL - Nancy R. Lindsley	1.00	125.00	12409	Billed
1115374		Telephone conference with Wells Fargo regarding redactions in documents produced; preparation of Second Amended				
Oct 24/2013	0.50 Hrs X 125.00	Lawyer: NRL - Nancy R. Lindsley	0.50	62.50	12409	Billed
1115875		Email to Jed				
Oct 28/2013	0.80 Hrs X 125.00	Lawyer: NRL - Nancy R. Lindsley	0.80	100.00	12409	Billed
1116086		Brief conference with Jed				
Oct 28/2013	0.20 Hrs X 125.00	Lawyer: NRL - Nancy R. Lindsley	0.20	25.00	12409	Billed
1116091		Review email from MDF				
Oct 28/2013	0.10 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.10	30.00	12409	Billed
1116101		Review letter, dated 10/7/13, from Charles Schwab regarding subpoenaed documents.				
Oct 29/2013	0.50 Hrs X 125.00	Lawyer: NRL - Nancy R. Lindsley	0.50	62.50	12409	Billed
1116297		Telephone conference with Wells Fargo regarding subpoena duces tecum; review previous SDT and response to same;				
Oct 30/2013	0.20 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.20	60.00	12409	Billed
1116490		Communicate with Fred Sadri				
Oct 30/2013	1.00 Hrs X 125.00	Lawyer: NRL - Nancy R. Lindsley	1.00	125.00	12409	Billed
1116520		Commence preparation of Analysis of Information from Financial Institutions				
Nov 1/2013	0.10 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.10	30.00	12455	Billed
1116933		Received telephone call from Eli Abrishami				
Nov 1/2013	0.10 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.10	30.00	12455	Billed
1116934		Draft email to Eli Abrishami				
Nov 1/2013	0.10 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.10	30.00	12455	Billed
1116935		Review email, dated 11/1/13, from Eli Abrishami				
Nov 4/2013	0.40 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.40	120.00	12455	Billed
1117495		Review 18 pages of detailed Notes by Jed Margolin, dated 10/27/13,				
Nov 8/2013	0.30 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.30	90.00	12455	Billed
1118457		Communicate with Fred Sadri				
Nov 8/2013	0.20 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.20	60.00	12455	Billed
1118462		Review new subpoena to Bank of America.				
Nov 8/2013	1.00 Hrs X 125.00	Lawyer: NRL - Nancy R. Lindsley	1.00	125.00	12455	Billed
1118480		Telephone conference with Wells Fargo regarding subpoena; preparation of SDT to Bank of America				
Nov 13/2013	0.50 Hrs X 125.00	Lawyer: NRL - Nancy R. Lindsley	0.50	62.50	12455	Billed
1118849		Finalize BofA SDT for service				
Nov 20/2013	0.10 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.10	30.00	12455	Billed
1119932		Communicate with representative from Bank of America regarding their request for additional information for Zan				
Dec 2/2013	0.20 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.20	60.00	12501	Billed
1121016		Communicate with Fred Sadri				
Dec 2/2013	0.20 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.20	60.00	12501	Billed
1121017		Draft email to Jed Margolin				
Dec 2/2013	0.20 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.20	60.00	12501	Billed
1121030		Communicate with Nancy Lindsley				
Dec 2/2013	1.50 Hrs X 125.00	Lawyer: NRL - Nancy R. Lindsley	1.50	187.50	12501	Billed
1121051		Review subpoena responses; preparation of SDT to Etrade and revised SDT to Charles Schwab				
Dec 4/2013	0.20 Hrs X 125.00	Lawyer: NRL - Nancy R. Lindsley	0.20	25.00	12501	Billed
1121458		Discuss SDT's with APM;				
Dec 6/2013	0.30 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.30	90.00	12501	Billed
1121789		Review letter, dated 12/6/13, from Geoffrey Hawkins regarding his representation of Zandian.				
Dec 6/2013	0.10 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.10	30.00	12501	Billed
1121790		Draft email to Jed Margolin regarding				
Dec 6/2013	0.30 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.30	90.00	12501	Billed
1121792		Communicate with Jed Margolin				
Dec 6/2013	0.40 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.40	120.00	12501	Billed
1121793		Communicate with Johnathan Fayeghi regarding				
Dec 6/2013	0.30 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.30	90.00	12501	Billed
1121794		Communicate with Matt Francis				
Dec 6/2013	0.10 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.10	30.00	12501	Billed
1121795		Draft email to Jed Margolin				
Dec 6/2013	0.10 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.10	30.00	12501	Billed
1121796		Review Third Amended Subpoena to Charles Schwab				
Dec 6/2013	0.10 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.10	30.00	12501	Billed
1121797		Review Subpoena to E-Trade.				
Dec 6/2013	0.50 Hrs X 300.00	Lawyer: MDF - Matthew D. Francis	0.50	150.00	12501	Billed
1123234		Conference with APM				
Dec 9/2013	0.40 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.40	120.00	12501	Billed
1122027		Review email, dated 12/8/13, from Jed Margolin				
Dec 10/2013	0.00 Hrs X 125.00	Lawyer: NRL - Nancy R. Lindsley	0.00	0.00	12501	Billed
1122113						
Dec 10/2013	2.70 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	2.70	810.00	12501	Billed
1122191		Draft motion for debtor's examination.				
Dec 10/2013	0.00 Hrs X 125.00	Lawyer: NRL - Nancy R. Lindsley	0.00	0.00	12501	Billed
1122281		Process for service two (2) Subpoenas Duces Tecum - Etrade and Charles Schwab & Co., Inc.				
Dec 11/2013	0.10 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.10	30.00	12501	Billed
1122290		Review email, dated 12/10/13, from Jed Margolin				
Dec 11/2013	0.70 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.70	210.00	12501	Billed
1122291		Revise motion for debtor's examination				
Dec 11/2013	1.00 Hrs X 125.00	Lawyer: NRL - Nancy R. Lindsley	1.00	125.00	12501	Billed
1122315		Finalize Motion for Judgment Debtor's Examination; compile exhibits and prepare exhibit list; serve all parties				
Dec 13/2013	0.30 Hrs X 300.00	Lawyer: MDF - Matthew D. Francis	0.30	90.00	12501	Billed
1123393		Review motion for debtor's examination				
Dec 17/2013	0.10 Hrs X 300.00	Lawyer: APM - Adam P. McMillen	0.10	30.00	12501	Billed

Date	Entry #	Fee / Time Explanation	Hours	Amount	Inv#	Billing Status
	1123556	Review email, dated 12/17/13, from Jed Margolin				
Dec 17/2013		Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12501	Billed
	1123557	Review email, dated 12/17/13, from Donna Johnson				
Dec 17/2013		Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12501	Billed
	1123558	Draft email to Jed Margolin				
Dec 17/2013		Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12501	Billed
	1123559	Draft email to Donna Johnson				
Dec 17/2013		Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12501	Billed
	1123568	Review and respond to email, dated 12/17/13, from Donna Johnson				
Dec 18/2013		Lawyer: NRL 1.50 Hrs X 125.00	1.50	187.50	12501	Billed
	1123752	Scan documents received from Wells Fargo and Bank of America				
Dec 18/2013		Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12501	Billed
	1125569	Review and respond to email, dated 12/18/13, from Donna Johnson				
Dec 19/2013		Lawyer: NRL 1.50 Hrs X 125.00	1.50	187.50	12501	Billed
	1123884	Continued scanning of financial documents; compare scanned to original for reference; burn to DVD/CD for client				
Dec 19/2013		Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12501	Billed
	1123893	Communicate with Donna Johnson				
Dec 19/2013		Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12501	Billed
	1123894	Review email, dated 12/19/13, from Donna Johnson				
Dec 19/2013		Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12501	Billed
	1123895	Draft email to Jed Margolin				
Dec 30/2013		Lawyer: APM 0.40 Hrs X 300.00	0.40	120.00	12501	Billed
	1124315	Review Zandian's motion to set aside default judgment, dated 12/19/13.				
Dec 30/2013		Lawyer: APM 0.60 Hrs X 300.00	0.60	180.00	12501	Billed
	1124392	Review Westlaw people map report of Zandian				
Dec 30/2013		Lawyer: APM 0.90 Hrs X 300.00	0.90	270.00	12501	Billed
	1124393	Begin review of Wells Fargo documents.				
Dec 30/2013		Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12501	Billed
	1124394	Begin review of Bank of America documents.				
Dec 31/2013		Lawyer: APM 1.10 Hrs X 300.00	1.10	330.00	12501	Billed
	1124477	Finish review of Zandian's motion to set aside.				
Dec 31/2013		Lawyer: APM 0.50 Hrs X 300.00	0.50	150.00	12501	Billed
	1124478	Finish review of Zandian's people map from Westlaw				
Dec 31/2013		Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12501	Billed
	1124485	Review detailed email, dated 12/22/13, from Jed Margolin				
Dec 31/2013		Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12501	Billed
	1124486	Draft email to Jed Margolin				
Dec 31/2013		Lawyer: NRL 1.00 Hrs X 125.00	1.00	125.00	12501	Billed
	1124499	Initial review records from Charles Schwab; scan to file.				
Jan 2/2014		Lawyer: MDF 0.50 Hrs X 300.00	0.50	150.00	12547	Billed
	1124989	Review motion to stay proceedings				
Jan 3/2014		Lawyer: APM 0.40 Hrs X 300.00	0.40	120.00	12547	Billed
	1125010	Review and respond to detailed email, dated 1/3/14, from Jed Margolin				
Jan 6/2014		Lawyer: APM 0.40 Hrs X 300.00	0.40	120.00	12547	Billed
	1125168	Review email, dated 1/6/14, and attachments, from Jed Margolin				
Jan 6/2014		Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12547	Billed
	1125169	Draft email to Jed Margolin				
Jan 8/2014		Lawyer: APM 3.60 Hrs X 300.00	3.60	1080.00	12547	Billed
	1125435	Draft opposition to motion to set aside.				
Jan 9/2014		Lawyer: NRL 2.00 Hrs X 125.00	2.00	250.00	12547	Billed
	1125661	Review/proof Opposition to Motion to Set Aside Judgment; compile exhibits; arrange for filing and delivery to c				
Jan 9/2014		Lawyer: APM 4.90 Hrs X 300.00	4.90	1470.00	12547	Billed
	1125668	Finish drafting opposition to motion to set aside default judgment.				
Jan 9/2014		Lawyer: APM 0.40 Hrs X 300.00	0.40	120.00	12547	Billed
	1125669	Revise proposed order on motion for debtor's examination.				
Jan 9/2014		Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12547	Billed
	1125679	Review email, dated 1/8/14, from Jed Margolin				
Jan 9/2014		Lawyer: MDF 0.50 Hrs X 300.00	0.50	150.00	12547	Billed
	1125888	Review opposition to motion to set aside/				
Jan 13/2014		Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12547	Billed
	1126575	Communicate with Judge Russell's assistant regarding debtor's examination on 2/11/14 at 9:00 a.m.				
Jan 14/2014		Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12547	Billed
	1126679	Communicate with Angela, Judge Russell's assistant, regarding debtor's examination.				
Jan 14/2014		Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12547	Billed
	1126680	Begin preparing for debtor's examination.				
Jan 14/2014		Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12547	Billed
	1126692	Draft email to Jed Margolin				
Jan 14/2014		Lawyer: NRL 0.50 Hrs X 125.00	0.50	62.50	12547	Billed
	1126704	Telephone conference with staff from opposing counsel requesting transmittal of Opposition to Motion to Set Asi				
Jan 14/2014		Lawyer: MDF 0.30 Hrs X 300.00	0.30	90.00	12547	Billed
	1127397	Conference with APM				
Jan 16/2014		Lawyer: APM 2.50 Hrs X 300.00	2.50	750.00	12547	Billed
	1126936	Draft opposition to Zandian's motion to stay proceedings.				
Jan 16/2014		Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12547	Billed
	1126939	Review order granting motion for debtor examination, dated 1/13/14.				
Jan 16/2014		Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12547	Billed
	1126941	Review notice of entry of order for debtor's examination.				
Jan 16/2014		Lawyer: NRL 1.50 Hrs X 125.00	1.50	187.50	12547	Billed
	1126950	Review Opposition to Motion for Stay to Enforce Judgment; and Order Granting Plaintiff's Motion for Debtor Exam				
Jan 16/2014		Lawyer: NRL 0.20 Hrs X 125.00	0.20	25.00	12547	Billed
	1126953	Preparation of memo of telephone conference with client				
Jan 16/2014		Lawyer: MDF 1.20 Hrs X 300.00	1.20	360.00	12547	Billed
	1127386	Review and revise opposition to motion to stay proceedings/				

Watson Rounds
Client Fees Listing
Oct/18/2013 To Apr/18/2014
Working Lawyer

Date	Fee / Time	Hours	Amount	Inv#	Billing
Entry #	Explanation				Status
Jan 17/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12547	Billed
1126979	Communicate with Nancy Lindsley				
Jan 17/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12547	Billed
1126985	Review memo from Nancy Lindsley, dated 1/17/14,				
Jan 17/2014	Lawyer: NRL 1.00 Hrs X 125.00	1.00	125.00	12547	Billed
1127035	Review Wells Fargo documents in anticipation of preparation of SDT for deposit detail; telephone conference wit				
Jan 23/2014	Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12547	Billed
1127509	Continue drafting questions for debtor's examination of Zandian				
Jan 23/2014	Lawyer: APM 0.90 Hrs X 300.00	0.90	270.00	12547	Billed
1127516	Review and respond to email, dated 1/23/14, from Jed Margolin				
Jan 23/2014	Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12547	Billed
1127519	Research process of service on E*Trade as they have not responded to subpoena and they do not have any branches				
Jan 23/2014	Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12547	Billed
1127524	Begin review Zandian's reply in support of motion to set aside default, dated 1/21/14.				
Jan 23/2014	Lawyer: MDF 0.50 Hrs X 300.00	0.50	150.00	12547	Billed
1127628	Review reply in support of motion to set aside default judgment and affidavit in support thereof/Review request				
Jan 28/2014	Lawyer: NRL 1.00 Hrs X 125.00	1.00	125.00	12547	Billed
1127844	Review Federal Express from E*Trade Financial; duplicate for client; save to file				
Jan 29/2014	Lawyer: NRL 1.00 Hrs X 125.00	1.00	125.00	12547	Billed
1127944	Preparation of email to client				
Jan 31/2014	Lawyer: MDF 0.30 Hrs X 300.00	0.30	90.00	12547	Billed
1128477	Draft and review e-mails to and from law clerk and client, et al. re: order denying motion to set aside				
Jan 31/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12547	Billed
1129051	Review email, dated 1/31/14, from Samantha Valerius, judge's law clerk, regarding request for proposed order.				
Feb 1/2014	Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12624	Billed
1129052	Review and respond to email, dated 2/1/14, from Jed Margolin				
Feb 3/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1128543	Review voicemail from Fred Sadri				
Feb 4/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1128895	Begin drafting order denying motion to set aside.				
Feb 5/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129034	Review email, dated 2/5/14, from Jed Margolin				
Feb 5/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129035	Draft email to Jed Margolin				
Feb 5/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129036	Review another email from Jed Margolin				
Feb 5/2014	Lawyer: APM 3.70 Hrs X 300.00	3.70	1110.00	12624	Billed
1129038	Draft proposed order denying Zandian's motion to set aside the judgment.				
Feb 5/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129048	Draft email to Samantha Valerius regarding proposed order denying motion to set aside judgment.				
Feb 5/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129053	Review Zandian's reply in support of motion for stay of proceedings to enforce the judgment, dated 1/29/14.				
Feb 5/2014	Lawyer: MDF 1.00 Hrs X 300.00	1.00	300.00	12624	Billed
1129234	Review and revise proposed order denying Defendants' Motion to Set aside/Conferences with APM re: same				
Feb 6/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129184	Review email, dated 2/6/14, from Samantha Valerius, judge's law clerk, regarding judge signing order denying mo				
Feb 6/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129185	Draft email to Samantha Valerius, judge's law clerk, regarding judge signing order denying motion to set aside				
Feb 6/2014	Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12624	Billed
1129186	Draft email to Jonathon Fayeghi regarding debtor's examination.				
Feb 6/2014	Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12624	Billed
1129187	Telephone conference with Fred Sadri				
Feb 6/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129195	Review email, dated 2/6/14, from Johnathon Fayeghi regarding Zandian's debtor's examination.				
Feb 6/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129196	Draft email to Johnathon Fayeghi regarding Zandian's debtor's examination.				
Feb 6/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129197	Draft email to Jed Margolin				
Feb 6/2014	Lawyer: MDF 0.40 Hrs X 300.00	0.40	120.00	12624	Billed
1129284	Conference with APM				
Feb 7/2014	Lawyer: NRL 0.70 Hrs X 125.00	0.70	87.50	12624	Billed
1129524	Review Order Denying Motion to Set Aside Default Judgment; scan and transmit to opposing counsel; preparation o				
Feb 7/2014	Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12624	Billed
1129542	Call and email John Fayeghi regarding Zandian's non-response to order to produce documents prior to debtor's ex				
Feb 7/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129551	Draft email to Jed Margolin				
Feb 7/2014	Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12624	Billed
1129554	Review order denying Zandian's motion to set aside judgment, dated 2/6/14.				
Feb 7/2014	Lawyer: MDF 0.80 Hrs X 300.00	0.80	240.00	12624	Billed
1130702	Conference with APM				
Feb 10/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129743	Draft another email to John Fayeghi regarding tomorrow's debtor's examination of Zandian.				
Feb 10/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129744	Draft debtor's examination questions.				
Feb 10/2014	Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12624	Billed
1129746	Review and respond to email, dated 2/10/14, from John Fayeghi regarding debtor's examination				
Feb 10/2014	Lawyer: APM 0.80 Hrs X 300.00	0.80	240.00	12624	Billed
1129748	Draft email to Court regarding Zandian not appearing before the court tomorrow on debtor's examination.				
Feb 10/2014	Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12624	Billed
1129756	Review email, dated 2/10/14, from Angela Jeffries regarding vacating debtor's examination and requesting a moti				
Feb 10/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129757	Draft email to Angela Jeffries regarding vacating debtor's examination and requesting a motion for order to sho				
Feb 10/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed

Date	Fee / Time	Hours	Amount	Inv#	Billing Status
Entry #	Explanation				
Feb 10/2014	1129758 Draft email to Jed Margolin [REDACTED] Lawyer: APM 0.20 Hrs X 300.00	APM - Adam P. McMillen 0.20	60.00	12624	Billed
Feb 10/2014	1129759 Review Wells Fargo's response to \$55,000 transaction to Zandian. Lawyer: APM 0.30 Hrs X 300.00	APM - Adam P. McMillen 0.30	90.00	12624	Billed
Feb 10/2014	1129760 Review email, dated 2/10/14, from Jed Margolin [REDACTED] Lawyer: APM 0.20 Hrs X 300.00	APM - Adam P. McMillen 0.20	60.00	12624	Billed
Feb 10/2014	1129761 Respond to Jed Margolin's email [REDACTED] Lawyer: MDF 1.00 Hrs X 300.00	MDF - Matthew D. Francis 1.00	300.00	12624	Billed
Feb 11/2014	1130645 Conference with APM re: [REDACTED] Lawyer: NRL 1.00 Hrs X 125.00	NRL - Nancy R. Lindsley 1.00	125.00	12624	Billed
Feb 11/2014	1130034 Reorganize file materials; review emails between APM and opposing counsel and court Lawyer: APM 4.40 Hrs X 300.00	APM - Adam P. McMillen 4.40	1320.00	12624	Billed
Feb 11/2014	1130053 Draft Motion for Order to Show Cause Regarding Contempt, as requested by the court. Lawyer: MDF 1.30 Hrs X 300.00	MDF - Matthew D. Francis 1.30	390.00	12624	Billed
Feb 12/2014	1130138 Review and revise motion to show cause why Defendant should not be held in contempt/ Lawyer: NRL 1.00 Hrs X 125.00	NRL - Nancy R. Lindsley 1.00	125.00	12624	Billed
Feb 12/2014	1130659 Finalize Motion for Order to Show Cause Re Contempt vs. Zandian; compile exhibits; transmit for filing; serve v Lawyer: APM 0.10 Hrs X 300.00	APM - Adam P. McMillen 0.10	30.00	12624	Billed
Feb 24/2014	1130680 Finish drafting motion for contempt sanctions. Lawyer: APM 0.30 Hrs X 300.00	APM - Adam P. McMillen 0.30	90.00	12624	Billed
Feb 24/2014	1131791 Review Zandian's substitution of attorney's, dated 2/21/14. Lawyer: APM 0.10 Hrs X 300.00	APM - Adam P. McMillen 0.10	30.00	12624	Billed
Feb 24/2014	1131793 Draft email to Jed Margolin [REDACTED] Lawyer: APM 0.10 Hrs X 300.00	APM - Adam P. McMillen 0.10	30.00	12624	Billed
Mar 4/2014	1131860 Review and respond to Jed Margolin's email, dated 2/24/14, [REDACTED] Lawyer: APM 0.10 Hrs X 300.00	APM - Adam P. McMillen 0.10	30.00	12651	Billed
Mar 4/2014	1132838 Review voicemail, dated 3/4/14, from Fred Sadri [REDACTED] Lawyer: APM 0.70 Hrs X 300.00	APM - Adam P. McMillen 0.70	210.00	12651	Billed
Mar 4/2014	1132839 Review Opposition to Motion for Order to Show Cause Regarding Contempt, dated 3/3/14. Lawyer: APM 0.10 Hrs X 300.00	APM - Adam P. McMillen 0.10	30.00	12651	Billed
Mar 4/2014	1132840 Draft email to Jed Margolin [REDACTED] Lawyer: APM 0.20 Hrs X 300.00	APM - Adam P. McMillen 0.20	60.00	12651	Billed
Mar 4/2014	1132853 Review and respond to email, dated 3/4/14, from Jed Margolin [REDACTED] Lawyer: MDF 0.80 Hrs X 300.00	MDF - Matthew D. Francis 0.80	240.00	12651	Billed
Mar 4/2014	1132931 Review opposition to motion for order to show cause re: contempt/Draft and review e-mails to and from APM re: s Lawyer: APM 0.20 Hrs X 300.00	APM - Adam P. McMillen 0.20	60.00	12651	Billed
Mar 5/2014	1134263 Review email, dated 3/4/14, from Jed Margolin [REDACTED] Lawyer: APM 0.10 Hrs X 300.00	APM - Adam P. McMillen 0.10	30.00	12651	Billed
Mar 5/2014	1133305 Review voicemail from Fred Sadri [REDACTED] Lawyer: APM 0.30 Hrs X 300.00	APM - Adam P. McMillen 0.30	90.00	12651	Billed
Mar 5/2014	1133306 Telephone conference with Fred Sadri [REDACTED] Lawyer: APM 0.10 Hrs X 300.00	APM - Adam P. McMillen 0.10	30.00	12651	Billed
Mar 5/2014	1134285 Review email, dated 3/5/14, from Jed Margolin [REDACTED] Lawyer: NRL 1.00 Hrs X 125.00	NRL - Nancy R. Lindsley 1.00	125.00	12651	Billed
Mar 8/2014	1136894 Review Opposition to Motion for OSC; calendar reply to same; review Carson City County website to confirm if Za Lawyer: APM 0.10 Hrs X 300.00	APM - Adam P. McMillen 0.10	30.00	12651	Billed
Mar 10/2014	1134292 Review email, dated 3/8/14, from Jed Margolin [REDACTED] Lawyer: APM 0.10 Hrs X 300.00	APM - Adam P. McMillen 0.10	30.00	12651	Billed
Mar 11/2014	1134284 Review attachments attached to 3/4/14 email from Jed Margolin [REDACTED] Lawyer: APM 0.50 Hrs X 300.00	APM - Adam P. McMillen 0.50	150.00	12651	Billed
Mar 11/2014	1134398 Review Jed Margolin's comments [REDACTED] Lawyer: APM 3.90 Hrs X 300.00	APM - Adam P. McMillen 3.90	1170.00	12651	Billed
Mar 12/2014	1134399 Draft reply in support of motion for contempt sanctions Lawyer: APM 1.60 Hrs X 300.00	APM - Adam P. McMillen 1.60	480.00	12651	Billed
Mar 12/2014	1134505 Continue drafting reply in support of motion for contempt sanctions. Lawyer: APM 0.20 Hrs X 300.00	APM - Adam P. McMillen 0.20	60.00	12651	Billed
Mar 13/2014	1134512 Review email, dated 3/12/14, from Jed Margolin [REDACTED] Lawyer: NRL 1.50 Hrs X 125.00	NRL - Nancy R. Lindsley 1.50	187.50	12651	Billed
Mar 13/2014	1134610 Review and finalize Reply iso Motion for OSC; preparation of Request for Submission; telephone conference with Lawyer: MDF 1.00 Hrs X 300.00	MDF - Matthew D. Francis 1.00	300.00	12651	Billed
Mar 13/2014	1134630 Review and revise Reply ISO Motion for Order to Show Cause Regarding Contempt/Review appellate documents/Confer Lawyer: APM 0.20 Hrs X 300.00	APM - Adam P. McMillen 0.20	60.00	12651	Billed
Mar 13/2014	1134671 Finish drafting reply in support of motion for contempt sanctions. Lawyer: APM 0.20 Hrs X 300.00	APM - Adam P. McMillen 0.20	60.00	12651	Billed
Mar 13/2014	1134677 Review notice of appeal. Lawyer: APM 0.20 Hrs X 300.00	APM - Adam P. McMillen 0.20	60.00	12651	Billed
Mar 13/2014	1134678 Review case appeal statement. Lawyer: APM 0.10 Hrs X 300.00	APM - Adam P. McMillen 0.10	30.00	12651	Billed
Mar 13/2014	1134679 Review notice of cash deposit by Zandian. Lawyer: APM 0.30 Hrs X 300.00	APM - Adam P. McMillen 0.30	90.00	12651	Billed
Mar 13/2014	1134680 Perform legal research [REDACTED] Lawyer: NRL 0.50 Hrs X 125.00	NRL - Nancy R. Lindsley 0.50	62.50	12651	Billed
Mar 17/2014	1134747 Download Appellate documents; change NV Supreme Court profile Lawyer: NRL 1.00 Hrs X 125.00	NRL - Nancy R. Lindsley 1.00	125.00	12651	Billed
Mar 18/2014	1134907 Download file-stamped documents; calendar Nevada Supreme Court Appeal deadlines Lawyer: NRL 0.50 Hrs X 125.00	NRL - Nancy R. Lindsley 0.50	62.50	12651	Billed
Mar 19/2014	1135027 Download and save appeal documents Lawyer: NRL 1.00 Hrs X 125.00	NRL - Nancy R. Lindsley 1.00	125.00	12651	Billed
Mar 19/2014	1135392 Review Nevada Supreme Court docket; review Order Denying Request for Submission; and Notice of Assignment to Se Lawyer: MDF 0.50 Hrs X 300.00	MDF - Matthew D. Francis 0.50	150.00	12651	Billed
Mar 19/2014	1135437 Review order rejecting request for submission relating to contempt application/Review Nevada Supreme Court sche Lawyer: APM 0.20 Hrs X 300.00	APM - Adam P. McMillen 0.20	60.00	12651	Billed
Mar 19/2014	1136412 Review email, dated 3/19/14, from Jed Margolin [REDACTED]				

Watson Rounds
Client Fees Listing
Oct/18/2013 To Apr/18/2014
Working Lawyer

Date	Entry #	Fee / Time Explanation	Working Lawyer	Hours	Amount	Inv#	Billing Status
Mar 20/2014	1135506	Lawyer: APM 0.40 Hrs X 300.00 Communicate with Matt Francis	APM - Adam P. McMillen	0.40	120.00	12651	Billed
Mar 20/2014	1135507	Lawyer: APM 0.90 Hrs X 300.00 Telephonic conference with Jed Margolin	APM - Adam P. McMillen	0.90	270.00	12651	Billed
Mar 20/2014	1135512	Lawyer: APM 0.40 Hrs X 300.00 Draft letter to Jason Woodbury requesting debtor's examination and documents from Zandian.	APM - Adam P. McMillen	0.40	120.00	12651	Billed
Mar 20/2014	1135530	Lawyer: NRL 0.20 Hrs X 125.00 Finalize letter to Jason Woodbury; transmit via email and US Mail	NRL - Nancy R. Lindsley	0.20	25.00	12651	Billed
Mar 20/2014	1135900	Lawyer: MDF 0.50 Hrs X 300.00 Conference with Adam McMillen re: [REDACTED]	MDF - Matthew D. Francis	0.50	150.00	12651	Billed
Mar 20/2014	1136416	Lawyer: APM 0.50 Hrs X 300.00 Review email, dated 3/20/14, from Jed Margolin	APM - Adam P. McMillen	0.50	150.00	12651	Billed
Mar 22/2014	1136422	Lawyer: APM 0.50 Hrs X 300.00 Review email, dated 3/21/14, from Jed Margolin regarding [REDACTED]	APM - Adam P. McMillen	0.50	150.00	12651	Billed
Mar 25/2014	1135892	Lawyer: APM 0.20 Hrs X 300.00 Review and respond to email, dated 3/25/14, from Jed Margolin	APM - Adam P. McMillen	0.20	60.00	12651	Billed
Mar 25/2014	1135983	Lawyer: APM 0.40 Hrs X 300.00 Review and respond to email, dated 3/25/14, from Jed Margolin	APM - Adam P. McMillen	0.40	120.00	12651	Billed
Mar 25/2014	1136737	Lawyer: APM 0.40 Hrs X 300.00 Review email, dated 3/25/14, from Jed Margolin	APM - Adam P. McMillen	0.40	120.00	12651	Billed
Mar 26/2014	1135890	Lawyer: APM 0.30 Hrs X 300.00 Review email, dated 3/26/14, from Jed Margolin	APM - Adam P. McMillen	0.30	90.00	12651	Billed
Mar 26/2014	1135891	Lawyer: APM 0.50 Hrs X 300.00 Review email, dated 3/25/14, from Jed Margolin	APM - Adam P. McMillen	0.50	150.00	12651	Billed
Mar 26/2014	1135893	Lawyer: APM 0.30 Hrs X 300.00 Review email, dated 3/26/14, from Jed Margolin	APM - Adam P. McMillen	0.30	90.00	12651	Billed
Mar 26/2014	1135894	Lawyer: APM 0.60 Hrs X 300.00 Telephone call with Jed Margolin	APM - Adam P. McMillen	0.60	180.00	12651	Billed
Mar 26/2014	1135954	Lawyer: MDF 1.00 Hrs X 300.00 Review property title documents/Conference with APM re: [REDACTED]	MDF - Matthew D. Francis	1.00	300.00	12651	Billed
Mar 27/2014	1135975	Lawyer: NRL 2.00 Hrs X 125.00 Review notes and research regarding execution vs real property; review Jed's email and enclosures; commence pre	NRL - Nancy R. Lindsley	2.00	250.00	12651	Billed
Mar 27/2014	1135990	Lawyer: APM 0.20 Hrs X 300.00 Review filed copy of district court docket entries, filed with supreme court on 3/25/14.	APM - Adam P. McMillen	0.20	60.00	12651	Billed
Mar 28/2014	1136128	Lawyer: NRL 2.50 Hrs X 125.00 Commence preparation of Motion for Writ of Execution, Writ of Execution and First Memorandum of Post-Judgment C	NRL - Nancy R. Lindsley	2.50	312.50	12651	Billed
Mar 28/2014	1136134	Lawyer: APM 0.20 Hrs X 300.00 Draft writ of execution.	APM - Adam P. McMillen	0.20	60.00	12651	Billed
Mar 31/2014	1136403	Lawyer: APM 0.10 Hrs X 300.00 Review and respond to email, dated 3/31/14, from Jed Margolin	APM - Adam P. McMillen	0.10	30.00	12651	Billed
Mar 31/2014	1136404	Lawyer: APM 0.10 Hrs X 300.00 Revise first memo of post-judgment costs and fees.	APM - Adam P. McMillen	0.10	30.00	12651	Billed
Mar 31/2014	1136405	Lawyer: APM 0.30 Hrs X 300.00 Review writ of execution.	APM - Adam P. McMillen	0.30	90.00	12651	Billed
Mar 31/2014	1136407	Lawyer: APM 0.20 Hrs X 300.00 Review email, dated 3/28/14, from Jason Woodbury regarding Zandian's motion filed recently	APM - Adam P. McMillen	0.20	60.00	12651	Billed
Mar 31/2014	1136433	Lawyer: NRL 2.00 Hrs X 125.00 Communicate with Jed Margolin regarding [REDACTED]	NRL - Nancy R. Lindsley	2.00	250.00	12651	Billed
Mar 31/2014	1136549	Lawyer: APM 0.30 Hrs X 300.00 Finalize First Memorandum of Costs; Motion for Issuance of Writ; recalculate interest; and preparation of of Af	APM - Adam P. McMillen	0.30	90.00	12651	Billed
Mar 31/2014	1136862	Lawyer: APM 0.30 Hrs X 300.00 Review email, dated 4/1/14, from Jed Margolin	APM - Adam P. McMillen	0.30	90.00	12651	Billed
Mar 31/2014	1136865	Lawyer: APM 0.10 Hrs X 300.00 Review proposed motion for writ of execution.	APM - Adam P. McMillen	0.10	30.00	12651	Billed
Mar 31/2014	1136870	Lawyer: NRL 2.50 Hrs X 125.00 Review voicemail from Fred Sadri and return his call.	NRL - Nancy R. Lindsley	2.50	312.50	12651	Billed
Apr 1/2014	1137007	Lawyer: NRL 1.00 Hrs X 125.00 Finalize Motion for Writ of Execution; telephone conference with Steve Wood of Washoe County Sheriff's Office r	NRL - Nancy R. Lindsley	1.00	125.00		Unbilled
Apr 1/2014	1137094	Lawyer: NRL 0.50 Hrs X 125.00 Review Clark County and Washoe County deeds for insertion of legal description into Writs of Execution; revise	NRL - Nancy R. Lindsley	0.50	62.50		Unbilled
Apr 2/2014	1137101	Lawyer: APM 0.10 Hrs X 300.00 Review emails; calendar response to Motion for Writ of Execution	APM - Adam P. McMillen	0.10	30.00		Unbilled
Apr 2/2014	1137194	Lawyer: APM 1.20 Hrs X 300.00 Review email, dated 4/2/14, from Jed Margolin	APM - Adam P. McMillen	1.20	360.00		Unbilled
Apr 2/2014	1137195	Lawyer: APM 0.10 Hrs X 300.00 Review Zandian's motion to dismiss and vacate default judgment.	APM - Adam P. McMillen	0.10	30.00		Unbilled
Apr 2/2014	1137196	Lawyer: APM 0.60 Hrs X 300.00 Draft email to Jason Woodbury regarding debtor's examination and bizarre motion filed by Zandian.	APM - Adam P. McMillen	0.60	180.00		Unbilled
Apr 2/2014	1137197	Lawyer: APM 0.30 Hrs X 300.00 Review file stamped motion to dismiss in Abrishami v Gold Canyon, dated 3/24/14.	APM - Adam P. McMillen	0.30	90.00		Unbilled
Apr 2/2014	1137200	Lawyer: APM 0.20 Hrs X 300.00 Telephone conference with Fred Sadri.	APM - Adam P. McMillen	0.20	60.00		Unbilled
Apr 2/2014	1137201	Lawyer: APM 0.20 Hrs X 300.00 Review letter, dated 12/4/13, from Kristin Luis to Judge Wilson regarding Gold Canyon case.	APM - Adam P. McMillen	0.20	60.00		Unbilled
Apr 2/2014	1137206	Lawyer: APM 2.80 Hrs X 300.00 Review and respond to email, dated 4/2/14, from Jed Margolin	APM - Adam P. McMillen	2.80	840.00		Unbilled
Apr 2/2014	1137210	Lawyer: NRL 1.00 Hrs X 125.00 Draft confidential settlement brief.	NRL - Nancy R. Lindsley	1.00	125.00		Unbilled
Apr 2/2014	1137225	Lawyer: MDF 1.00 Hrs X 300.00 Brief review Motion and supporting documents filed by Zandian; calendar response to same	MDF - Matthew D. Francis	1.00	300.00		Unbilled

Date	Entry #	Fee / Time Explanation	Hours	Amount	Inv#	Billing Status
Apr 3/2014	1137244	Review Zandian's Motion to Dismiss and related documents/Review and revise Supreme Court mediation brief/Confer Lawyer: NRL 1.00 Hrs X 125.00	1.00	125.00		Unbilled
Apr 3/2014	1137587	Review/revise Respondent's Confidential Settlement Conference Statement; transmit via fax; telephone conference Lawyer: NRL 0.50 Hrs X 125.00	0.50	62.50		Unbilled
Apr 3/2014	1137589	Telephone conference with Reno Carson Messenger Service to arrange for personal delivery of Settlement Conferen Lawyer: APM 0.60 Hrs X 300.00	0.60	180.00		Unbilled
Apr 4/2014	1137599	Finish drafting confidential settlement brief. Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
Apr 4/2014	1138024	Review notification from Supreme Court of Zandian's filing of docketing statement Lawyer: APM 0.50 Hrs X 300.00	0.50	150.00		Unbilled
Apr 4/2014	1138025	Review Zandian's docketing statement Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00		Unbilled
Apr 4/2014	1138027	Review issued notice for Zandian to provide proof of service of docketing statement upon settlement judge. Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
Apr 7/2014	1138107	Review filed proof of service affidavit of service of docketing statement, dated 4/7/14 Lawyer: NRL 0.50 Hrs X 125.00	0.50	62.50		Unbilled
Apr 7/2014	1138125	Review and download filed Appellate documents Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00		Unbilled
Apr 8/2014	1138186	Review email, dated 4/8/14, from Jed Margolin [REDACTED] Lawyer: APM 0.50 Hrs X 300.00	0.50	150.00		Unbilled
Apr 8/2014	1138187	Review supreme court forms for responding to Zandian's docketing statement Lawyer: APM 1.00 Hrs X 300.00	1.00	300.00		Unbilled
Apr 8/2014	1138191	Telephone call with Jed Margolin [REDACTED] Lawyer: NRL 0.50 Hrs X 125.00	0.50	62.50		Unbilled
Apr 8/2014	1138198	Telephone conference with Steve Wood of the Washoe County Sheriff's office re execution vs. real properties; le Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00		Unbilled
Apr 8/2014	1138223	Review email, dated 4/8/14, from Jed Margolin [REDACTED] Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00		Unbilled
Apr 9/2014	1138213	Draft opposition to Zandian's motion to dismiss Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00		Unbilled
Apr 9/2014	1138215	Review and respond to emails, dated 4/9/14, from Jason Woodbury regarding Zandian's motion to dismiss Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
Apr 9/2014	1138216	Draft email to Jed Margolin [REDACTED] Lawyer: NRL 0.30 Hrs X 125.00	0.30	37.50		Unbilled
Apr 9/2014	1138250	Telephone conference with Court Clerk re issuance of Writs; preparation of memo to APM re same Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00		Unbilled
Apr 10/2014	1138532	Review and respond to email from Nancy Lindsley [REDACTED] Lawyer: NRL 0.50 Hrs X 125.00	0.50	62.50		Unbilled
Apr 11/2014	1138333	Review Motion to Retax and Settle Costs; calendar response to same Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00		Unbilled
Apr 11/2014	1138506	Review and respond to email, dated 4/11/14, from Jed Margolin [REDACTED] Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00		Unbilled
Apr 14/2014	1138500	Meet with Matt Francis [REDACTED] Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00		Unbilled
Apr 14/2014	1138502	Review email, dated 4/14/14, from Jed Margolin [REDACTED] Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
Apr 14/2014	1138507	Draft email to Jason Woodbury regarding stipulation to withdraw motion to dismiss from Zandian Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
Apr 14/2014	1138511	Review and respond to another email, dated 4/14/14, from Jed Margolin [REDACTED] Lawyer: APM 0.70 Hrs X 300.00	0.70	210.00		Unbilled
Apr 14/2014	1138512	Revise declaration for JP Lee; gather old letters regarding same and draft email to JP Lee requesting him to si Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
Apr 14/2014	1138513	Review filed copy of District court Docket Entries, dated 4/10/14 Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
Apr 14/2014	1138521	Review email, dated 4/14/14, from Jason Woodbury regarding stipulation to withdraw Zandian's motion to dismiss Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
Apr 14/2014	1138522	Review first draft of Jason Woodbury's proposed stipulation to withdraw Zandian's motion to dismiss Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00		Unbilled
Apr 14/2014	1138523	Draft emails to Jason Woodbury regarding proposed stipulation to withdraw Zandian's motion to dismiss Lawyer: NRL 0.50 Hrs X 125.00	0.50	62.50		Unbilled
Apr 14/2014	1138547	Transmit executed Stipulation and Order to Withdraw Motion to Jason Woodbury Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00		Unbilled
Apr 15/2014	1138697	Begin review of Zandian's motion to retax, dated 4/9/14 Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
Apr 15/2014	1138698	Review email, dated 4/15/14, from Tiffany Dube regarding request for declaration from JP Lee Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
Apr 15/2014	1138699	Review letter, dated 4/15/14, from JP Lee regarding request for declaration Lawyer: MDF 0.50 Hrs X 300.00	0.50	150.00		Unbilled
Apr 16/2014	1138834	Review motion to retax costs/Emails with APM re: same Lawyer: NRL 0.80 Hrs X 125.00	0.80	100.00		Unbilled
Apr 16/2014	1138801	Generate report reflecting costs incurred from 6/26/2013 to present; commence preparation of revised Memorandum Lawyer: APM 1.40 Hrs X 300.00	1.40	420.00		Unbilled
Apr 16/2014	1138816	Finish review of Zandian's motion to retax Lawyer: APM 1.70 Hrs X 300.00	1.70	510.00		Unbilled
Apr 16/2014	1138817	Begin drafting opposition to Zandian's motion to retax Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00		Unbilled
Apr 16/2014	1138819	Review and respond to email, dated 4/15/14, from Jed Margolin [REDACTED] Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00		Unbilled
Apr 16/2014	1138862	Meet with Matt Francis [REDACTED] Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00		Unbilled
Apr 16/2014	1138863	Draft email to Jed Margolin [REDACTED] Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
Apr 16/2014	1138864	Communicate with David Wasick regarding mediation				

Date	Fee / Time	Hours	Amount	Inv#	Billing Status
Entry #	Explanation				
Apr 16/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
1138865	Draft email to Jed Margolin				
Apr 16/2014	Lawyer: APM 3.40 Hrs X 300.00	3.40	1020.00		Unbilled
1138866	Draft motion for post judgment fees and costs				
Apr 16/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
1138869	Review email, dated 4/17/14, from Jason Woodbury regarding settlement conference in May				
Apr 17/2014	Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00		Unbilled
1138879	Review and respond to emails, dated 4/18/14, from Jed Margolin				
Apr 17/2014	Lawyer: MDF 0.50 Hrs X 300.00	0.50	150.00		Unbilled
1139139	Review emails re: settlement issues/Conference with APM re: same and Voicemail from David Wasick				
Apr 18/2014	Lawyer: NRL 0.50 Hrs X 125.00	0.50	62.50		Unbilled
1138926	Generate reports from PCLaw for fees and costs from October 21, 2013 through April 21, 2014				
Apr 18/2014	Lawyer: NRL 1.00 Hrs X 125.00	1.00	125.00		Unbilled
1138927	Review/proof Motion for Order Allowing Costs and APM Dec iso same; compile exhibits				
Apr 18/2014	Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00		Unbilled
1138934	Draft email to David Wasick and Woodbury regarding settlement conference				
Apr 18/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
1138936	Review email, dated 4/18/14, from David Wasick setting settlement conference for May 21, 2014				
Apr 18/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
1138937	Draft email to Jed Margolin				
Apr 18/2014	Lawyer: APM 1.60 Hrs X 300.00	1.60	480.00		Unbilled
1138938	Finish drafting motion for postjudgment fees and costs				
Apr 18/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
1138940	Review Supreme Court of Nevada's notice of filed copy of district court docket entries				
Apr 18/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00		Unbilled
1138944	Review and respond to email, dated 4/18/14, from Jed Margolin				
		Unbilled:	33.10	8425.00	
		Billed:	109.70	26207.50	
		Total:	142.80	34632.50	
		Percent Billed:	76.82	75.67	

*** Summary by Working Lawyer ***

Working Lawyer	Hours				Fees							
	Unbilled Firm %	Billed Firm %	Total	% Bld	Unbilled Firm %	Billed Firm %	Total	% Bld				
MDF - Matthew D.	2.00	6.04	12.40	11.30	14.40	86.11	600.00	7.12	3720.00	14.19	4320.00	86.11
APM - Adam P. Mc	22.50	67.98	59.00	53.78	81.50	72.39	6750.00	80.12	17700.00	67.54	24450.00	72.39
NRL - Nancy R. Li	8.60	25.98	38.30	34.91	46.90	81.66	1075.00	12.76	4787.50	18.27	5862.50	81.66
Firm Total	33.10	100.00	109.70	100.00	142.80	76.82	8425.00	100.00	26207.50	100.00	34632.50	75.67

*** Summary by Responsible Lawyer ***

Responsible Lawyer	Hours				Fees							
	Unbilled Firm %	Billed Firm %	Total	% Bld	Unbilled Firm %	Billed Firm %	Total	% Bld				
APM - Adam P. Mc	33.10	100.00	109.70	100.00	142.80	76.82	8425.00	100.00	26207.50	100.00	34632.50	75.67
Firm Total	33.10	100.00	109.70	100.00	142.80	76.82	8425.00	100.00	26207.50	100.00	34632.50	75.67

REPORT SELECTIONS - Client Fees Listing

Layout Template Default
 Advanced Search Filter None
 Requested by Nancy
 Finished Thursday, April 24, 2014 at 01:39:37 PM
 Ver 13.0 SP1 (13.0.20131028)
 Date Range Oct/18/2013 To Apr/18/2014
 Matters 5457.01
 Clients All
 Major Clients All
 Client Intro Lawyer All
 Matter Intro Lawyer All
 Responsible Lawyer All
 Assigned Lawyer All
 Type of Law All
 Select From Active, Inactive, Archived Matters
 Matters Sort by Default
 New Page for Each Lawyer No
 Firm Totals Only No
 Client balances only No
 Matter balances only No
 Entries Shown - Billed Only Yes
 Entries Shown - Unbilled Yes
 Entries Shown - Billable Tasks Yes
 Entries Shown - Write Up/Down Tasks Yes
 Entries Shown - No Charge Tasks Yes
 Entries Shown - Non Billable Tasks Yes
 Working Lawyer All

Exhibit 3

Exhibit 3

WATSON ROUNDS

Tax ID#: 88-0319593

5371 Kietzke Lane
Reno, NV 89511

Ph: 775-324-4100

Fax: 775-333-8171

Jed Margolin
1981 Empire Road
Reno, Nevada 89521-7430

November 7, 2013

Attention:

File #: 5457.01
Inv #: 124091

RE: Patent theft analysis & litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

	preparation of email to client [REDACTED] [REDACTED]			
	Telephone conference with Wells Fargo regarding redactions in documents produced; preparation of Second Amended SDT to Wells Fargo; arrange for service; serve Defendants; duplicate CD from Charles Schwab for client; organize file containing subpoena responses.	1.00	125.00	NRL
Oct-24-13	Email to Jed [REDACTED] continued organization of documents received in response to subpoenas duces tecum	0.50	62.50	NRL
Oct-28-13	Review letter, dated 10/7/13, from Charles Schwab regarding subpoenaed documents.	0.10	30.00	APM
	Brief conference with Jed [REDACTED] [REDACTED]	0.80	100.00	NRL
	Review email from MDF [REDACTED] left message for Merriam at Wells Fargo re same	0.20	25.00	NRL
Oct-29-13	Telephone conference with Wells Fargo regarding subpoena duces tecum; review previous SDT and response to same; and request they review/research and respond to SDT. Granted extension of time to respond to same	0.50	62.50	NRL
Oct-30-13	Communicate with Fred Sadri [REDACTED] [REDACTED]	0.20	60.00	APM
	Commence preparation of Analysis of Information from Financial Institutions	1.00	125.00	NRL
	Totals	16.20	\$3,512.50	

DISBURSEMENTS**Disbursements****Receipts**

Nov-07-13	Payment for invoice: 124091		2,550.00
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Invoice #: 124091

Page

Payment for invoice: 124091 194.20

Payment for invoice: 124091 962.50

Oct-07-13	Research/DVD/USP from Charles Schwab	98.42	
Oct-18-13	Witness fee subpoena for Wells Fargo	25.00	
	Photocopies 54 @ 0.25 - Documents to Wells Fargo	13.50	
	Postage	5.28	
Oct-22-13	Process service expense	52.00	
	Totals	<u>\$194.20</u>	<u>\$0.00</u>
	Total Current Fees & Disbursements		\$3,706.70
	Previous Balance		\$0.00
	Payments		\$0.00
	Balance Due Now		\$0.00
	Approved By: _____		

Retainer Balance: \$0.00

Client shall pay Attorney's invoices on a Net 30 basis. Attorney may charge interest for any late payment of any sum due under this Agreement at the rate of eighteen percent (18%) per annum from the due date of the invoice until the date paid.

TRUST STATEMENT

5457.01		Disbursements	Receipts
	Trust Balance Forward		1,109.14
Oct-30-13	Received From: Jed Margolin Trust receipt		3,890.86
Nov-07-13	Paid To: Watson Rounds Payment for invoice: 124091	3,706.70	
	Total Trust	<hr/> \$3,706.70	<hr/> \$5,000.00
	Trust Balance		\$1,293.30

WATSON ROUNDS

Tax ID#: 88-0319593

5371 Kietzke Lane

Reno, NV 89511

Ph: 775-324-4100

Fax: 775-333-8171

Jed Margolin
1981 Empire Road
Reno, Nevada 89521-7430

December 9, 2013

Attention:

File #: 5457.01

Inv #: 124555

RE: Patent theft analysis & litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Nov-01-13	Received telephone call from Eli Abrishami [REDACTED]	0.10	30.00	APM
	Draft email to Eli Abrishami [REDACTED] [REDACTED]	0.10	30.00	APM
	Review email, dated 11/1/13, from Eli Abrishami [REDACTED]	0.10	30.00	APM
Nov-04-13	Review 18 pages of detailed Notes by Jed Margolin, dated 10/27/13, [REDACTED] [REDACTED]	0.40	120.00	APM
Nov-08-13	Communicate with Fred Sadri [REDACTED] [REDACTED]	0.30	90.00	APM
	Review new subpoena to Bank of America.	0.20	60.00	APM
	Telephone conference with Wells Fargo regarding subpoena; preparation of SDT to Bank of America	1.00	125.00	NRL
Nov-13-13	Finalize BofA SDT for service	0.50	62.50	NRL
Nov-20-13	Communicate with representative from Bank of America regarding their request for	0.10	30.00	APM

additional information for Zandian related to
our subpoena.

Totals	2.80	\$577.50
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DISBURSEMENTS**Disbursements****Receipts**

Dec-09-13	Payment for invoice: 124555		390.00
	Payment for invoice: 124555		82.28
	Payment for invoice: 124555		187.50
Nov-13-13	Witness fee subpoena for Bank of America	25.00	
	Postage	5.28	
Nov-18-13	Process service expense	52.00	
	Totals	\$82.28	\$0.00
	Total Current Fees & Disbursements		\$659.78
	Previous Balance		\$0.00
	Payments		\$0.00
	Balance Due Now		\$0.00
	Approved By: _____		

Retainer Balance: \$0.00

Client shall pay Attorney's invoices on a Net 30 basis. Attorney may charge interest for any late payment of any sum due under this Agreement at the rate of eighteen percent (18%) per annum from the due date of the invoice until the date paid.

TRUST STATEMENT

5457.01		Disbursements	Receipts
	Trust Balance Forward		1,293.30
Nov-27-13	Received From: Jed Margolin Trust receipt		3,706.70
Dec-09-13	Paid To: Watson Rounds Payment for invoice: 124555	659.78	
		<hr/>	<hr/>
	Total Trust	\$659.78	\$5,000.00
	Trust Balance		\$4,340.22

WATSON ROUNDS

Tax ID#: 88-0319593

5371 Kietzke Lane

Reno, NV 89511

Ph:775-324-4100

Fax:775-333-8171

Jed Margolin
1981 Empire Road
Reno, Nevada 89521-7430

January 13, 2014

Attention:

File #: 5457.01

Inv #: 125011

RE: Patent theft analysis & litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Dec-02-13	Communicate with Fred Sadri [REDACTED] [REDACTED]	0.20	60.00	APM
	Draft email to Jed Margolin [REDACTED] [REDACTED]	0.20	60.00	APM
	Communicate with Nancy Lindsley [REDACTED] [REDACTED]	0.20	60.00	APM
	Review subpoena responses and [REDACTED] [REDACTED]; preparation of SDT to Etrade and revised SDT to Charles Schwab	1.50	187.50	NRL
Dec-04-13	Discuss SDT's with APM;	0.20	25.00	NRL
Dec-06-13	Conference with APM re: [REDACTED] [REDACTED]	0.50	150.00	MDF
	Review letter, dated 12/6/13, from Geoffrey Hawkins regarding his representation of Zandian.	0.30	90.00	APM
	Draft email to Jed Margolin [REDACTED] [REDACTED]	0.10	30.00	APM

	Communicate with Jed Margolin [REDACTED] [REDACTED]	0.30	90.00	APM
	Communicate with Johnathan Fayeghi regarding threatened motion to set aside default judgment.	0.40	120.00	APM
	Communicate with Matt Francis [REDACTED] [REDACTED]	0.30	90.00	APM
	Draft email to Jed Margolin [REDACTED] [REDACTED]	0.10	30.00	APM
	Review Third Amended Subpoena to Charles Schwab.	0.10	30.00	APM
	Review Subpoena to E-Trade.	0.10	30.00	APM
Dec-09-13	Review email, dated 12/8/13, from Jed Margolin [REDACTED]	0.40	120.00	APM
Dec-10-13	Draft motion for debtor's examination.	2.70	810.00	APM
		0.00	0.00	NRL
	Process for service two (2) Subpoenas Duces Tecum - ETrade and Charles Schwab & Co., Inc.	0.00	0.00	NRL
Dec-11-13	Review email, dated 12/10/13, from Jed Margolin [REDACTED] [REDACTED]	0.10	30.00	APM
	Revise motion for debtor's examination [REDACTED]	0.70	210.00	APM
	Finalize Motion for Judgment Debtor's Examination; compile exhibits and prepare exhibit list; serve all parties via U.S. Mail	1.00	125.00	NRL
Dec-13-13	Review motion for debtor's examination	0.30	90.00	MDF
Dec-17-13	Review email, dated 12/17/13, from Jed Margolin [REDACTED] [REDACTED]	0.10	30.00	APM
	Review email, dated 12/17/13, from Donna Johnson [REDACTED] [REDACTED]	0.10	30.00	APM

	Draft email to Jed Margolin [REDACTED] [REDACTED]	0.10	30.00	APM
	Draft email to Donna Johnson [REDACTED] [REDACTED]	0.20	60.00	APM
	Review and respond to email, dated 12/17/13, from Donna Johnson [REDACTED] [REDACTED]	0.10	30.00	APM
Dec-18-13	Review and respond to email, dated 12/18/13, from Donna Johnson [REDACTED] [REDACTED]	0.10	30.00	APM
	Scan documents received from Wells Fargo and Bank of America	1.50	187.50	NRL
Dec-19-13	Communicate with Donna Johnson [REDACTED] [REDACTED]	0.20	60.00	APM
	Review email, dated 12/19/13, from Donna Johnson [REDACTED]	0.10	30.00	APM
	Draft email to Jed Margolin [REDACTED] [REDACTED]	0.10	30.00	APM
	Continued scanning of financial documents; compare scanned to original for reference; burn to DVD/CD for client; preparation of letter to client transmitting same	1.50	187.50	NRL
Dec-30-13	Review Zandian's motion to set aside default judgment, dated 12/19/13.	0.40	120.00	APM
	Review Westlaw people map report of Zandian [REDACTED]	0.60	180.00	APM
	Begin review of Wells Fargo documents.	0.90	270.00	APM
	Begin review of Bank of America documents.	0.30	90.00	APM
Dec-31-13	Finish review of Zandian's motion to set aside.	1.10	330.00	APM
	Finish review of Zandian's people map from Westlaw [REDACTED] [REDACTED]	0.50	150.00	APM
	Review detailed email, dated 12/22/13, from	0.30	90.00	APM

Jed Margolin [REDACTED]
[REDACTED]

Draft email to Jed Margolin [REDACTED] [REDACTED]	0.10	30.00	APM
Initial review records from Charles Schwab; scan to file	1.00	125.00	NRL
Totals	19.00	<u>4,527.50</u>	

DISBURSEMENTS

Disbursements

Receipts

Jan-13-14	Payment for invoice: 125011		687.85
	Payment for invoice: 125011		2,833.52
	Payment for invoice: 125011		621.74
	Payment for invoice: 125011		197.11
Dec-09-13	Photocopies 160 @ 0.25 - Service copies/2 SDTs	40.00	
Dec-10-13	Witness fee Charles Schwab	25.00	
	Witness fee - E-Trade Bank	25.00	
	Postage	8.96	
Dec-11-13	Photocopies 570 @ 0.25 - Motion for judgment/debtor exam	142.50	
	Postage	24.48	
Dec-12-13	Courier expense	16.00	
	Courier expense	37.00	
	Outside coping expense from BofA	115.66	
Dec-18-13	Photocopies 126 @ 0.25 - Banking documents	31.50	
Dec-19-13	Postage	1.72	
Dec-31-13	Legal research documents	153.92	
Totals		<u>\$621.74</u>	<u>\$0.00</u>

Invoice #:

125011

Page

Total Current Fees & Disbursements

\$5,149.24

Previous Balance

\$0.00

Payments

\$0.00

Balance Due Now

\$809.02

Approved By: _____

Retainer Balance: \$0.00

Client shall pay Attorney's invoices on a Net 30 basis. Attorney may charge interest for any late payment of any sum due under this Agreement at the rate of eighteen percent (18%) per annum from the due date of the invoice until the date paid.

TRUST STATEMENT

5457.01		Disbursements	Receipts
	Trust Balance Forward		4,340.22
Jan-13-14	Paid To: Watson Rounds Payment for invoice: 125011	4,340.22	
	Total Trust	<hr/> \$4,340.22	<hr/> \$4,340.22
	Trust Balance		\$0.00

WATSON ROUNDS

Tax ID#: 88-0319593

5371 Kietzke Lane

Reno, NV 89511

Ph:775-324-4100

Fax:775-333-8171

Jed Margolin
1981 Empire Road
Reno, Nevada 89521-7430

February 10, 2014

Attention:

File #: 5457.01

Inv #: 125472

RE: Patent theft analysis & litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jan-02-14	Review motion to stay proceedings	0.50	150.00	MDF
Jan-03-14	Review and respond to detailed email, dated 1/3/14, from Jed Margolin [REDACTED]	0.40	120.00	APM
Jan-06-14	Review email, dated 1/6/14, and attachments, from Jed Margolin [REDACTED]	0.40	120.00	APM
	Draft email to Jed Margolin [REDACTED]	0.10	30.00	APM
Jan-08-14	Draft opposition to motion to set aside.	3.60	1,080.00	APM
Jan-09-14	Review opposition to motion to set aside [REDACTED]	0.50	150.00	MDF
	Finish drafting opposition to motion to set aside default judgment.	4.90	1,470.00	APM
	Revise proposed order on motion for debtor's examination.	0.40	120.00	APM
	Review email, dated 1/8/14, from Jed Margolin [REDACTED]	0.10	30.00	APM

	Review/proof Opposition to Motion to Set Aside Judgment; compile exhibits; arrange for filing and delivery to court via RCMS "special"; compile service copies; file and serve	2.00	250.00	NRL
Jan-13-14	Communicate with Judge Russell's assistant regarding debtor's examination on 2/11/14 at 9:00 a.m.	0.20	60.00	APM
Jan-14-14	Conference with APM re: [REDACTED]	0.30	90.00	MDF
	Communicate with Angela, Judge Russell's assistant, regarding debtor's examination.	0.10	30.00	APM
	Begin preparing for debtor's examination.	0.30	90.00	APM
	Draft email to Jed Margolin [REDACTED]	0.10	30.00	APM
	Telephone conference with staff from opposing counsel requesting transmittal of Opposition to Motion to Set Aside Judgment; [REDACTED]; transmit Opposition via email	0.50	62.50	NRL
Jan-16-14	Review and revise opposition to motion to stay proceedings [REDACTED] [REDACTED]/Review order granting debtor's exam	1.20	360.00	MDF
	Draft opposition to Zandian's motion to stay proceedings.	2.50	750.00	APM
	Review order granting motion for debtor examination, dated 1/13/14.	0.20	60.00	APM
	Review notice of entry of order for debtor's examination.	0.10	30.00	APM
	Review Opposition to Motion for Stay to Enforce Judgment; and Order Granting Plaintiff's Motion for Debtor Examination; preparation of draft Notice of Entry of Order; arrange for filing and service of documents; telephone conference with client [REDACTED]	1.50	187.50	NRL

	Preparation of memo of telephone conference with client	0.20	25.00	NRL
Jan-17-14	Communicate with Nancy Lindsley [REDACTED] [REDACTED]	0.10	30.00	APM
	Review memo from Nancy Lindsley, dated 1/17/14, [REDACTED]	0.10	30.00	APM
	Review Wells Fargo documents in anticipation of preparation of SDT for deposit detail; telephone conference with client [REDACTED]	1.00	125.00	NRL
Jan-23-14	Review reply in support of motion to set aside default judgment and affidavit in support thereof/Review request for submission of motion to set aside default judgment	0.50	150.00	MDF
	Continue drafting questions for debtor's examination of Zandian.	0.30	90.00	APM
	Review and respond to email, dated 1/23/14, from Jed Margolin [REDACTED]	0.90	270.00	APM
	Research process of service on E*Trade as they have not responded to subpoena and they do not have any branches in Nevada.	0.30	90.00	APM
	Begin review Zandian's reply in support of motion to set aside default, dated 1/21/14.	0.20	60.00	APM
Jan-28-14	Review Federal Express from E*Trade Financial; duplicate for client; save to file	1.00	125.00	NRL
Jan-29-14	Preparation of email to client [REDACTED]	1.00	125.00	NRL
Jan-31-14	Draft and review e-mails to and from law clerk and client, et al. re: order denying motion to set aside	0.30	90.00	MDF
	Review email, dated 1/31/14, from Samantha Valerius, judge's law clerk, regarding request for proposed order.	0.10	30.00	APM
	Totals	25.90	\$6,510.00	

DISBURSEMENTS**Disbursements****Receipts**

Feb-10-14	Payment for invoice: 125472		559.25
	Payment for invoice: 125472		2,870.80
	Payment for invoice: 125472		295.00
	Payment for invoice: 125472		615.17
Jan-09-14	Photocopies 640 @ 0.25 - Opposition/request for admissions/order	160.00	
Jan-10-14	Courier expense	16.00	
Jan-16-14	Photocopies 64 @ 0.25 - Notice of entry	16.00	
Jan-19-14	Postage	6.60	
Jan-29-14	Courier expense	95.00	
	Postage	1.40	
	Totals	\$295.00	\$0.00
	Total Current Fees & Disbursements		\$6,805.00
	Previous Balance		\$809.02
	Payments		\$809.02
	Balance Due Now		\$2,464.78
	Approved By: _____		

Retainer Balance: \$0.00

Client shall pay Attorney's invoices on a Net 30 basis. Attorney may charge interest for any late payment of any sum due under this Agreement at the rate of eighteen percent (18%) per annum from the due date of the invoice until the date paid.

TRUST STATEMENT

5457.01		Disbursements	Receipts
Jan-24-14	Received From: Jed Margolin Trust receipt		5,149.24
	Paid To: Watson Rounds Transfer of trust funds to account balance due	809.02	
Feb-10-14	Paid To: Watson Rounds Payment for invoice: 125472	4,340.22	
	Total Trust	<hr/> \$5,149.24	<hr/> \$5,149.24
	Trust Balance		\$0.00

WATSON ROUNDS

Tax ID#: 88-0319593

5371 Kietzke Lane
Reno, NV 89511

Ph: 775-324-4100

Fax: 775-333-8171

Jed Margolin
1981 Empire Road
Reno, Nevada 89521-7430

March 7, 2014

Attention:

File #: 5457.01

Inv #: 126244

RE: Patent theft analysis & litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-01-14	Review and respond to email, dated 2/1/14, from Jed Margolin [REDACTED]	0.20	60.00	APM
Feb-03-14	Review voicemail from Fred Sadri [REDACTED]	0.10	30.00	APM
Feb-04-14	Begin drafting order denying motion to set aside.	0.10	30.00	APM
Feb-05-14	Review and revise proposed order denying Defendants' Motion to Set aside, [REDACTED]	1.00	300.00	MDF
	Review email, dated 2/5/14, from Jed Margolin [REDACTED]	0.10	30.00	APM
	Draft email to Jed Margolin [REDACTED]	0.10	30.00	APM
	Review another email from Jed Margolin [REDACTED]	0.10	30.00	APM

	Call and email John Fayeghi regarding Zandian's non-response to order to produce documents prior to debtor's examination.	0.20	60.00	APM
	Draft email to Jed Margolin [REDACTED] [REDACTED]	0.10	30.00	APM
	Review order denying Zandian's motion to set aside judgment, dated 2/6/14.	0.30	90.00	APM
	Review Order Denying Motion to Set Aside Default Judgment; scan and transmit to opposing counsel; preparation of Notice of Entry of Judgment for filing	0.70	87.50	NRL
Feb-10-14	Conference with APM re: [REDACTED] [REDACTED]	1.00	300.00	MDF
	Draft another email to John Fayeghi regarding tomorrow's debtor's examination of Zandian.	0.10	30.00	APM
	Draft debtor's examination questions.	0.10	30.00	APM
	Review and respond to email, dated 2/10/14, from John Fayeghi regarding debtor's examination	0.30	90.00	APM
	Draft email to Court regarding Zandian not appearing before the court tomorrow on debtor's examination.	0.80	240.00	APM
	Review email, dated 2/10/14, from Angela Jeffries regarding vacating debtor's examination and requesting a motion for order to show cause regarding contempt.	0.20	60.00	APM
	Draft email to Angela Jeffries regarding vacating debtor's examination and requesting a motion for order to show cause regarding contempt.	0.10	30.00	APM
	Draft email to Jed Margolin [REDACTED] [REDACTED]	0.10	30.00	APM
	Review Wells Fargo's response to \$55,000 transaction to Zandian.	0.20	60.00	APM

	Review email, dated 2/10/14, from Jed Margolin [REDACTED]	0.30	90.00	APM
	Respond to Jed Margolin's email [REDACTED]	0.20	60.00	APM
Feb-11-14	Review and revise motion to show cause why Defendant should not be held in contempt [REDACTED]	1.30	390.00	MDF
	Draft Motion for Order to Show Cause Regarding Contempt, as requested by the court.	4.40	1,320.00	APM
	Reorganize file materials; review emails between APM and opposing counsel and court	1.00	125.00	NRL
Feb-12-14	Finish drafting motion for contempt sanctions.	0.10	30.00	APM
	Finalize Motion for Order to Show Cause Re Contempt vs. Zandian; compile exhibits; transmit for filing; serve via first class mail	1.00	125.00	NRL
Feb-24-14	Review Zandian's substitution of attorney's, dated 2/21/14.	0.30	90.00	APM
	Draft email to Jed Margolin [REDACTED]	0.10	30.00	APM
	Review and respond to Jed Margolin's email, dated 2/24/14, [REDACTED]	0.10	30.00	APM
	Totals	20.80	\$5,767.50	

DISBURSEMENTS

Mar-07-14	Payment for invoice: 126244
	Payment for invoice: 126244
	Payment for invoice: 126244
	Payment for invoice: 126244

Disbursements

Receipts

249.69
3,018.48
73.29
998.76

Invoice #: 126244

Page

Feb-01-14	Legal research documents	59.69	
Feb-10-14	Postage	13.60	
	Totals	<u>\$73.29</u>	<u>\$0.00</u>
	Total Current Fees & Disbursements		\$5,840.79
	Previous Balance		\$2,464.78
	Payments		<u>\$2,464.78</u>
	Balance Due Now		\$1,500.57
	Approved By: _____		

Retainer Balance: \$0.00

Client shall pay Attorney's invoices on a Net 30 basis. Attorney may charge interest for any late payment of any sum due under this Agreement at the rate of eighteen percent (18%) per annum from the due date of the invoice until the date paid.

TRUST STATEMENT

5457.01		Disbursements	Receipts
Feb-26-14	Received From: Jed Margolin Trust receipt		6,805.00
	Paid To: Watson Rounds Trust transfer to account balance due	2,464.78	
Mar-07-14	Paid To: Watson Rounds Payment for invoice: 126244	4,340.22	
	Total Trust	<hr/> \$6,805.00	<hr/> \$6,805.00
	Trust Balance		\$0.00

WATSON ROUNDS

Tax ID#: 88-0319593

5371 Kietzke Lane
Reno, NV 89511

Ph: 775-324-4100

Fax: 775-333-8171

Jed Margolin
1981 Empire Road
Reno, Nevada 89521-7430

April 3, 2014

Attention:

File #: 5457.01

Inv #: 126514

RE: Patent theft analysis & litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Mar-04-14	Review opposition to motion for order to show cause re: contempt/Draft and review e-mails to and from APM re: same, and reply arguments	0.80	240.00	MDF
	Review voicemail, dated 3/4/14, from Fred Sadri [REDACTED]	0.10	30.00	APM
	Review Opposition to Motion for Order to Show Cause Regarding Contempt, dated 3/3/14.	0.70	210.00	APM
	Draft email to Jed Margolin [REDACTED]	0.10	30.00	APM
	Review and respond to email, dated 3/4/14, from Jed Margolin [REDACTED]	0.20	60.00	APM
	Review email, dated 3/4/14, from Jed Margolin [REDACTED]	0.20	60.00	APM
Mar-05-14	Review voicemail from Fred Sadri [REDACTED]	0.10	30.00	APM

	Telephone conference with Fred Sadri [REDACTED]	0.30	90.00	APM
	Review email, dated 3/5/14, from Jed Margolin [REDACTED]	0.10	30.00	APM
	Review Opposition to Motion for OSC; calendar reply to same; review Carson City County website to confirm if Zandian owns real property in Carson	1.00	125.00	NRL
Mar-08-14	Review email, dated 3/8/14, from Jed Margolin [REDACTED]	0.10	30.00	APM
Mar-10-14	Review attachments attached to 3/4/14 email from Jed Margolin [REDACTED]	0.10	30.00	APM
Mar-11-14	Review Jed Margolin's comments [REDACTED]	0.50	150.00	APM
	Draft reply in support of motion for contempt sanctions.	3.90	1,170.00	APM
Mar-12-14	Continue drafting reply in support of motion for contempt sanctions.	1.60	480.00	APM
	Review email, dated 3/12/14, from Jed Margolin [REDACTED]	0.20	60.00	APM
Mar-13-14	Review and revise Reply ISO Motion for Order to Show Cause Regarding Contempt/Review appellate documents [REDACTED]	1.00	300.00	MDF
	Finish drafting reply in support of motion for contempt sanctions.	0.20	60.00	APM
	Review notice of appeal.	0.20	60.00	APM
	Review case appeal statement.	0.20	60.00	APM
	Review notice of cash deposit by Zandian.	0.10	30.00	APM

	Perform legal research [REDACTED] [REDACTED]	0.30	90.00	APM
	Review and finalize Reply iso Motion for OSC; preparation of Request for Submission; telephone conference with Reno Carson Messenger Service for special to Carson City to file documents; review Notice of Appeal and supporting documents; scan/email/save	1.50	187.50	NRL
Mar-14-14	Download Appellate documents; change NV Supreme Court profile	0.50	62.50	NRL
Mar-17-14	Download file-stamped documents; calendar Nevada Supreme Court Appeal deadlines	1.00	125.00	NRL
Mar-18-14	Download and save appeal documents	0.50	62.50	NRL
Mar-19-14	Review order rejecting request for submission relating to contempt application/Review Nevada Supreme Court scheduling order re: settlement conference	0.50	150.00	MDF
	Review email, dated 3/19/14, from Jed Margolin [REDACTED] [REDACTED]	0.20	60.00	APM
	Review Nevada Supreme Court docket; review Order Denying Request for Submission; and Notice of Assignment to Settlement Program; calendar same	1.00	125.00	NRL
Mar-20-14	Conference with Adam Mcmillen re: [REDACTED] [REDACTED]	0.50	150.00	MDF
	Communicate with Matt Frances [REDACTED] [REDACTED]	0.40	120.00	APM
	Telephone conference with Jed Margolin [REDACTED]	0.90	270.00	APM
	Draft letter to Jason Woodbury requesting debtor's examination and documents from Zandian.	0.40	120.00	APM
	Review email, dated 3/20/14, from Jed Margolin [REDACTED]	0.50	150.00	APM

	Finalize letter to Jason Woodbury; transmit via email and US Mail	0.20	25.00	NRL
Mar-22-14	Review email, dated 3/21/14, from Jed Margolin [REDACTED]	0.50	150.00	APM
Mar-25-14	Review email, dated 3/25/14, from Jed Margolin [REDACTED]	0.40	120.00	APM
	Review and respond to email, dated 3/25/14, from Jed Margolin [REDACTED]	0.20	60.00	APM
	Review and respond to email, dated 3/25/14, from Jed Margolin regarding [REDACTED]	0.40	120.00	APM
Mar-26-14	Review property title documents/Conference with APM re: [REDACTED]	1.00	300.00	MDF
	Review email, dated 3/26/14, from Jed Margolin [REDACTED]	0.30	90.00	APM
	Review email, dated 3/25/14, from Jed Margolin [REDACTED]	0.50	150.00	APM
	Review email, dated 3/26/14, from Jed Margolin [REDACTED]	0.30	90.00	APM
	Telephone call with Jed Margolin	0.60	180.00	APM
Mar-27-14	Review filed copy of district court docket entries, filed with supreme court on 3/25/14.	0.20	60.00	APM
	Review notes and research regarding execution vs real property; review Jed's email and enclosures; commence preparation of Motion for Writ of Execution; Execution; and, Notice of Execution	2.00	250.00	NRL
Mar-28-14	Draft writ of execution.	0.20	60.00	APM
	Commence preparation of Motion for Writ of Execution, Writ of Execution and First Memorandum of Post-Judgment Costs and Fees; print client ledger to calculate and break down fees and costs	2.50	312.50	NRL

Mar-31-14	Review and respond to email, dated 3/31/14, from Jed Margolin [REDACTED]	0.10	30.00	APM
	Revise first memo of post-judgment costs and fees.	0.10	30.00	APM
	Revise writ of execution.	0.30	90.00	APM
	Review email, dated 3/28/14, from Jason Woodbury regarding Zandian's motion filed recently	0.30	90.00	APM
	Communicate with Jed Margolin [REDACTED]	0.20	60.00	APM
	Review email, dated 4/1/14, from Jed Margolin [REDACTED]	0.30	90.00	APM
	Review proposed motion for writ of execution.	0.30	90.00	APM
	Review voicemail from Fred Sadri and return his call.	0.10	30.00	APM
	Finalize First Memorandum of Costs; Motion for Issuance of Writ; recalculate interest; and preparation of of Affidavit and Request for Writ	2.00	250.00	NRL
	Finalize Motion for Writ of Execution; telephone conference with Steve Wood of Washoe County Sheriff's Office regarding service of Writs and requirements for same; update memo re same; preparation of twelve (12) Writs of Execution (10 for Washoe County, 2 for Clark County); telephone conference with Clerk regarding filing fee for issuance	2.50	312.50	NRL
	Totals	35.40	\$8,047.50	

DISBURSEMENTS**Disbursements****Receipts**

Apr-03-14	Payment for invoice: 126514			1,113.81
	Payment for invoice: 126514			3,073.20

Invoice #: 126514

Page

Payment for invoice: 126514 122.08

Payment for invoice: 126514 691.01

Mar-01-14	Westlaw litigation documents/downloads	33.09
Mar-13-14	Photocopies 36 @ 0.25 - Reply	9.00
	Postage	0.90
Mar-17-14	Courier expense	40.00
Mar-20-14	Postage	0.48
Mar-31-14	Westlaw legal research documents	38.61

Totals	\$122.08	\$0.00
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Total Current Fees & Disbursements		\$8,169.58
---	--	-------------------

Previous Balance		\$1,500.57
------------------	--	------------

Payments		\$1,500.47
----------	--	------------

Balance Due Now		\$3,169.58
------------------------	--	-------------------

Approved By: _____

Retainer Balance: \$0.00

Client shall pay Attorney's invoices on a Net 30 basis. Attorney may charge interest for any late payment of any sum due under this Agreement at the rate of eighteen percent (18%) per annum from the due date of the invoice until the date paid.

TRUST STATEMENT

		Disbursements	Receipts
5457.01			
Mar-21-14	Received From: Jed Margolin Trust receipt		5,840.79
	Paid To: Watson Rounds Transfer to outstanding account balance due	1,500.47	
Mar-27-14	Received From: Jed Margolin Trust receipt		659.78
Apr-03-14	Paid To: Watson Rounds Payment for invoice: 126514	5,000.10	
	Total Trust	\$6,500.57	\$6,500.57
	Trust Balance		\$0.00

Jed Margolin
1981 Empire Road
Reno, Nevada 89521-7430

April 24, 2014

Attention:

RE: Patent theft analysis & litigation

File #: 5457.01
Inv #: Sample

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Apr-01-14	Reveiw Clark County and Washoe County deeds for insertion of legal description into Writs of Execution; revise Writs of Execution for issuance	1.00	125.00	NRL
	Review emails; calendar response to Motion for Writ of Execution	0.50	62.50	NRL
Apr-02-14	Review Zandian's Motion to Dismiss and related documents/Review and revise Supreme Court mediation brief/ [REDACTED]	1.00	300.00	MDF
	Review email, dated 4/2/14, from Jed Margolin [REDACTED]	0.10	30.00	APM
	Review Zandian's motion to dismiss and vacate default judgment.	1.20	360.00	APM
	Draft email to Jason Woodbury regarding debtor's examination and bizarre motion filed by Zandian.	0.10	30.00	APM
	Review file stamped motion to dismiss in Abrishami v Gold Canyon, dated 3/24/14.	0.60	180.00	APM
	Review file-stamped motion, dated 3/24/14.	0.30	90.00	APM
	Telephone conference with Fred Sadri.	0.20	60.00	APM
	Review letter, dated 12/4/13, from Kristin Luis to Judge Wilson regarding Gold Canyon case.	0.20	60.00	APM
	Review and respond to email, dated 4/2/14, from Jed Margolin [REDACTED]	0.20	60.00	APM

	Draft confidential settlement brief.	2.80	840.00	APM
	Brief review Motion and supporting documents filed by Zandian; calendar response to same	1.00	125.00	NRL
Apr-03-14	Finish drafting confidential settlement brief.	0.60	180.00	APM
	Review/revise Respondent's Confidential Settlement Conference Statement; transmit via fax; telephone conference with RCMS regarding hand delivery to PO Box in Glenbrook (need to affix postage for delivery)	1.00	125.00	NRL
	Telephone conference with Reno Carson Messenger Service to arrange for personal delivery of Settlement Conference Statement to PO Box in Glenbrook; second call to confirm delivery made	0.50	62.50	NRL
Apr-04-14	Review notification from Supreme Court of Zandian's filing of docketing statement	0.10	30.00	APM
	Review Zandian's docketing statement	0.50	150.00	APM
	Review issued notice for Zandian to provide proof of service of docketing statement upon settlement judge.	0.20	60.00	APM
Apr-07-14	Review filed proof of service affidavit of service of docketing statement, dated 4/7/14	0.10	30.00	APM
	Review and download filed Appellate documents	0.50	62.50	NRL
Apr-08-14	Review email, dated 4/8/14, from Jed Margolin [REDACTED]	0.20	60.00	APM
	Review supreme court forms for responding to Zandian's docketing statement	0.50	150.00	APM
	Telephone call with Jed Margolin [REDACTED]	1.00	300.00	APM
	Review email, dated 4/8/14, from Jed Margolin [REDACTED]	0.20	60.00	APM
	Telephone conference with Steve Wood of the Washoe County Sheriff's office re execution	0.50	62.50	NRL

	vs. real properties; left message for Christie of First JD regarding issuance of Writs; download motion recently filed by Zandian			
Apr-09-14	Draft opposition to Zandian's motion to dismiss	0.20	60.00	APM
	Review and respond to emails, dated 4/9/14, from Jason Woodbury regarding Zandian's motion to dismiss	0.30	90.00	APM
	Draft email to Jed Margolin [REDACTED]	0.10	30.00	APM
	Review and respond to email from Nancy Lindsley [REDACTED]	0.20	60.00	APM
	Telephone conference with Court Clerk re issuance of Writs; preparation of memo to APM re same	0.30	37.50	NRL
Apr-10-14	Review Motion to Retax and Settle Costs; calendar response to same	0.50	62.50	NRL
Apr-11-14	Review and respond to email, dated 4/11/14, from Jed Margolin [REDACTED]	0.20	60.00	APM
Apr-14-14	Meet with Matt Francis [REDACTED]	0.30	90.00	APM
	Review email, dated 4/14/14, from Jed Margolin [REDACTED]	0.20	60.00	APM
	Draft email to Jason Woodbury regarding stipulation to withdraw motion to dismiss from Zandian	0.10	30.00	APM
	Review and respond to another email, dated 4/14/14, from Jed Margolin [REDACTED]	0.10	30.00	APM
	Revise declaration for JP Lee, gather old letters regarding same and draft email to JP Lee requesting him to sign new declaration	0.70	210.00	APM
	Review filed copy of District court Docket Entries, dated 4/10/14	0.10	30.00	APM
	Review email, dated 4/14/14, from	0.10	30.00	APM

Jason Woodbury regarding stipulation to withdraw Zandian's motion to dismiss

	Review first draft of Jason Woodbury's proposed stipulation to withdraw Zandian's motion to dismiss	0.10	30.00	APM
	Draft emails to Jason Woodbury regarding proposed stipulation to withdraw Zandian's motion to dismiss	0.20	60.00	APM
	Transmit executed Stipulation and Order to Withdraw Motion to Jason Woodbury	0.50	62.50	NRL
Apr-15-14	Review motion to retax costs/Emails with APM re: same	0.50	150.00	MDF
	Begin review of Zandian's motion to retax, dated 4/9/14	0.20	60.00	APM
	Review email, dated 4/15/14, from Tiffany Dube regarding request for declaration from JP Lee	0.10	30.00	APM
	Review letter, dated 4/15/14, from JP Lee regarding request for declaration	0.10	30.00	APM
Apr-16-14	Finish review of Zandian's motion to retax	1.40	420.00	APM
	Begin drafting opposition to Zandian's motion to retax	1.70	510.00	APM
	Review and respond to email, dated 4/15/14, from Jed Margolin [REDACTED]	0.30	90.00	APM
	Meet with Matt Francis [REDACTED]	0.30	90.00	APM
	Draft email to Jed Margolin [REDACTED]	0.20	60.00	APM
	Communicate with David Wasick regarding mediation	0.10	30.00	APM
	Draft email to Jed Margolin [REDACTED]	0.10	30.00	APM

	Draft motion for post judgment fees and costs	3.40	1,020.00	APM
	Review email, dated 4/17/14, from Jason Woodbury regarding settlement conference in May	0.10	30.00	APM
	Generate report reflecting costs incurred from 6/26/2013 to present; commence preparation of revised Memorandum of Costs	0.80	100.00	NRL
Apr-17-14	Review emails re: settlement issues/Conference with APM re: same and Voicemail from David Wasick	0.50	150.00	MDF
	Review and respond to emails, dated 4/18/14, from Jed Margolin [REDACTED] [REDACTED] [REDACTED]	0.30	90.00	APM
Apr-18-14	Draft email to David Wasick and Woodbury regarding settlement conference	0.20	60.00	APM
	Review email, dated 4/18/14, from David Wasick setting settlement conference for May 21, 2014	0.10	30.00	APM
	Draft email to Jed Margolin [REDACTED] [REDACTED]	0.10	30.00	APM
	Finish drafting motion for postjudgment fees and costs	1.60	480.00	APM
	Review Supreme Court of Nevada's notice of filed copy of district court docket entries	0.10	30.00	APM
	Review and respond to email, dated 4/18/14, from Jed Margolin [REDACTED] [REDACTED]	0.10	30.00	APM
	Generate reports from PCLaw for fees and costs from October 21, 2013 through April 21, 2014	0.50	62.50	NRL
	Review/proof Motion for Order Allowing Costs and APM Dec iso same; compile exhibits	1.00	125.00	NRL

	33.10	\$8,425.00
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FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Matthew D. Francis	2.00	\$300.00	\$600.00
Adam P. McMillen	22.50	\$300.00	\$6,750.00
Nancy R. Lindsley	8.60	\$125.00	\$1,075.00

DISBURSEMENTS

		Disbursements	Receipts
Apr-01-14	Court documents via Pacer	1.50	
Apr-02-14	Postage	3.08	
Apr-04-14	Process service expense	65.00	
Apr-09-14	Postage	1.40	
	Totals	\$70.98	\$0.00

Total Fees & Disbursements

\$8,495.98

Previous Balance

\$3,169.58

Previous Payments

\$0.00

Balance Due Now

\$11,665.56

AMOUNT QUOTED:

\$0.00

Exhibit 4

Exhibit 4

Date	Received From/Paid To Entry # Explanation	Chq# Rec#	General		Bld		Trust Activity			
			Rcpts	Disbs	Inv#	Acc	Rcpts	Disbs	Balance	
5457	Margolin, Jed									
5457.01	Patent theft analysis & litigation									Resp Lawyer: APM
Oct 22/2013	Reno/Carson Messenger Service, In									
1115832	Process service expense			52.00		124091				
Nov 7/2013	Billing on Invoice 124091									
1117911	FEES 3512.50			0.00		124091				
	DISBS 194.20									
Nov 13/2013	Bank of America									
1118672	Witness fee subpoena for Bank of America	2475		25.00		124555				
Nov 13/2013	Expense Recovery									
1120227	Postage	16627		5.28		124555				
Nov 18/2013	Reno/Carson Messenger Service, In									
1119582	Process service expense			52.00		124555				
Dec 9/2013	Billing on Invoice 124555									
1121920	FEES 577.50			0.00		124555				
	DISBS 82.28									
Dec 9/2013	Expense Recovery									
1124586	Photocopies 160 @ 0.25 - Service copies/2 SDTs	16680		40.00		125011				
Dec 10/2013	Charles Schwab & Co., Inc.									
1122115	Witness fee Charles Schwab	2569		25.00		125011				
Dec 10/2013	E-Trade Bank									
1122117	Witness fee - E-Trade Bank	2570		25.00		125011				
Dec 10/2013	Expense Recovery									
1123859	Postage	16668		8.96		125011				
Dec 11/2013	Expense Recovery									
1123860	Postage	16668		24.48		125011				
Dec 11/2013	Expense Recovery									
1124587	Photocopies 570 @ 0.25 - Motion for judgment/debtor exam	16680		142.50		125011				
Dec 12/2013	Reno/Carson Messenger Service, In									
1123048	Courier expense			16.00		125011				
Dec 12/2013	Reno/Carson Messenger Service, In									
1123301	Courier expense			37.00		125011				
Dec 12/2013	Bank of America									
1123303	Outside coping expense from BofA			115.66		125011				
Dec 18/2013	Expense Recovery									
1124598	Photocopies 126 @ 0.25 - Banking documents	16680		31.50		125011				
Dec 19/2013	Expense Recovery									
1124611	Postage	16680		1.72		125011				
Dec 31/2013	Expense Recovery									
1124658	Legal research documents	16682		153.92		125011				
Jan 9/2014	Expense Recovery									
1128654	Photocopies 640 @ 0.25 - Opposition/request for admissions/order	16712		160.00		125472				
Jan 10/2014	Reno/Carson Messenger Service, In									
1125835	Courier expense			16.00		125472				
Jan 13/2014	Billing on Invoice 125011									
1125944	FEES 4527.50			0.00		125011				
	DISBS 621.74									
Jan 16/2014	Expense Recovery									
1128655	Photocopies 64 @ 0.25 - Notice of entry	16712		16.00		125472				
Jan 19/2014	Expense Recovery									
1127892	Postage	16707		6.60		125472				
Jan 29/2014	Reno/Carson Messenger Service, In									
1128111	Courier expense			95.00		125472				
Jan 29/2014	Expense Recovery									
1128663	Postage	16712		1.40		125472				
Feb 1/2014	Expense Recovery									
1129997	Legal research documents	16730		59.69		126244				
Feb 10/2014	Billing on Invoice 125472									
1129614	FEES 6510.00			0.00		125472				
	DISBS 295.00									
Feb 10/2014	Expense Recovery									
1131350	Postage	16741		13.60		126244				
Mar 1/2014	Expense Recovery									
1134969	Westlaw litigation documents/downloads	16783		33.09		126514				
Mar 7/2014	Billing on Invoice 126244									
1133801	FEES 5767.50			0.00		126244				
	DISBS 73.29									
Mar 13/2014	Expense Recovery									
1135051	Postage	16784		0.90		126514				
Mar 13/2014	Expense Recovery									
1136514	Photocopies 36 @ 0.25 - Reply	16803		9.00		126514				
Mar 17/2014	Reno/Carson Messenger Service, In									
1134803	Courier expense			40.00		126514				
Mar 20/2014	Expense Recovery									
1136522	Postage	16803		0.48		126514				
Mar 31/2014	Expense Recovery									
1137167	Westlaw legal research documents	16810		38.61		126514				
Apr 1/2014	First Judicial District Court									
1136733	Fee for issuance of Writ of Execution	3004		120.00						
Apr 3/2014	Billing on Invoice 126514									

Date	Received From/Paid To	Chq#	Bld ----- Trust Activity -----							
Entry #	Explanation	Rec#	Rcpts	Disbs	Fees	Inv#	Acc	Rcpts	Disbs	Balance
	DISBS 122.08									
Apr 4/2014	Reno/Carson Messenger Service, Tr									
1137826	Process service expense			65.00						

TOTALS	CHE	+	UNBILLED	+	FEEES	=	TOTAL	DISBS	+	FEEES	+	TAX	-	RECEIPTS	=	A/R	TRUST
PERIOD	185.00		0.00		8275.00		8460.00	1246.39		25895.00		0.00		30331.09		-3189.70	-1109.14
END DATE	185.00		0.00		8275.00		8460.00	27048.52		124026.25		0.00		151074.77		0.00	0.00
General Retainer			5000.00														

FIRM TOTAL	CHE	+	UNBILLED	+	FEEES	=	TOTAL	DISBS	+	FEEES	+	TAX	-	RECEIPTS	=	A/R	TRUST
PERIOD	185.00		0.00		8275.00		8460.00	1246.39		25895.00		0.00		30331.09		-3189.70	-1109.14
END DATE	185.00		0.00		8275.00		8460.00	27048.52		124026.25		0.00		151074.77		0.00	0.00
General Retainer			5000.00														

REPORT SELECTIONS - Client Ledger

Layout Template	Default
Advanced Search Filter	None
Requested by	Nancy
Finished	Monday, April 21, 2014 at 02:05:26 PM
Ver	13.0 SF1 (13.0.20131028)
Matters	5457.01
Clients	All
Major Clients	All
Client Intro Lawyer	All
Matter Intro Lawyer	All
Responsible Lawyer	All
Assigned Lawyer	All
Type of Law	All
Select From	Active, Inactive, Archived Matters
Matters Sort by	Default
New Page for Each Lawyer	No
New Page for Each Matter	No
No Activity Date	Dec/31/2199
Firm Totals Only	No
Totals Only	No
Entries Shown - Billed Only	No
Entries Shown - Disbursements	Yes
Entries Shown - Receipts	No
Entries Shown - Time or Fees	No
Entries Shown - Trust	No
Incl. Matters with Retainer Bal	No
Incl. Matters with Neg Unblid Disb	No
Trust Account	All
Working Lawyer	All
Include Corrected Entries	No
Show Check # on Paid Payables	No
Show Client Address	No
Consolidate Payments	No
Show Trust Summary by Account	No
Show Interest	No
Interest Up To	Apr/21/2014
Show Invoices that Payments Were Applied to	No
Display Entries in	Date Order

Exhibit 5

Exhibit 5

CHECK REQUEST FORM

PAYABLE TO Wells Fargo Bank, N.A. DATE NEEDED: _____
DESCRIPTION: Witness Fee - Subpoena
ADDRESS (IF APPLICABLE): _____
AMOUNT: \$25
CLIENT NAME/MATTER#: 5457.01
REQUESTED BY/ATTORNEY APPROVAL: APM
MAIL CHECK FROM ACCOUNTING: YES/(NO)
RETURN CHECK TO: Nancy
DISPENSE FROM: GENERAL TRUST

FOR ACCOUNTING USE ONLY:

DATE OF CHECK: _____
CHECK #: _____
GL ACCOUNT: _____

4/8/99-Accounting/Payroll & exps/Forms

NOTES:

WATSON ROUNDS
GENERAL CHECKING ACCOUNT

2389

Date: Oct 18/13 Matter #: 5457.01
Amount: \$25.00 Claim Number:
Payable To: Wells Fargo Bank
Client: Margolin, Jed
Matter Description: Patent theft analysis & litigation
Explanation: Witness fee subpoena for Wells Fargo
Invoice #:

Invoice #: 38183
Date: 10/22/2013

Reno/Carson Messenger Service, Inc.
185 Martin Street
Reno, NV 89509
775.322.2424
Federal Tax ID: 88-0306306
NV STATE LIC#322



Process Server - Messenger Service
RENO / CARSON / LAS VEGAS
*** WE MAKE DEADLINES ***



RECEIVED
OCT 23 2013
WATSON ROUNDS

INVOICE FOR SERVICE:

Amount Due: \$52.00

WATSON ROUNDS
5371 KIETZKE LN,
RENO, NV 89511

Phone number: 775 324-4100
Fax number: 775 333-8171
Email Address:

Requestor: NANCY
Your File#, 5457-01

Service #39380: WELLS FARGO BANK, N.A.
Manner of Service: CUSTODIAN OF RECORDS

Completion Information/Recieved by:SUSAN DOBYNS
Service Date/Time:10/22/2013 11:10 AM
Service address:5340 KIETZKE LANE RENONV 89511
Served by:MATTHEW BAKER R-016102

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	Caucasian	Blonde	55	5'9"	130
Other Features:					

IN THE FIRST JUDICIAL DISTRICT COURT-IN AND FOR THE COUNTY OF CARSON CITY, STATE OF NEVADA
JED MARGOLIN v. OPTIMA TECHNOLOGY CORPORATION, A CALIFORNIA CORPORATION, ET AL

Service Documents: SECOND AMENDED SUBPOENA DUCES TECUM; WITNESS FEE \$25.00

CASE#: 090C00579.1B

Service Comments:

Standard Service	\$37.00
RUSH	\$15.00
TOTAL CHARGES:	\$52.00
BALANCE:	\$52.00

CREDIT TERMS ARE NET 30. INVOICES NOT PAID WITHIN TERMS WILL BE ASSESSED A 1.5% PER MONTH FINANCE CHARGE

CHECK REQUEST FORM

PAYABLE TO Bank of America DATE NEEDED: _____
 DESCRIPTION: Subpoena Witness Fee
 ADDRESS (IF APPLICABLE): _____
 AMOUNT: \$25⁰⁰
 CLIENT NAME/MATTER#: 5457.01
 REQUESTED BY/ATTORNEY APPROVAL: _____
 MAIL CHECK FROM ACCOUNTING: YES/(NO)
 RETURN CHECK TO: Nancy
 DISPENSE FROM: GENERAL TRUST

FOR ACCOUNTING USE ONLY:

DATE OF CHECK: _____
 CHECK #: _____
 GL ACCOUNT: _____

4/8/99-Accounting/Payroll & exps/Forms

NOTES:

WATSON ROUNDS
GENERAL CHECKING ACCOUNT

2475

Date: Nov 13/13 Matter #: 5457.01
 Amount: \$25.00 Claim Number:
 Payable To: Bank of America
 Client: Margolin, Jed
 Matter Description: Patent theft analysis & litigation
 Explanation: Witness fee subpoena for Bank of America
 Invoice #:

Invoice #: 39689
Date: 11/18/2013

Reno/Carson Messenger Service, Inc.
185 Martin Street
Reno, NV 89509
775.322.2424
Federal Tax ID: 88-0306306
NV STATE LIC#322



RECEIVED
NOV 19 2013
WATSON ROUNDS

INVOICE FOR SERVICE:

Amount Due: \$52.00

WATSON ROUNDS
5371 KIETZKE LN,
RENO, NV 89511

Phone number: 775 324-4100
Fax number: 775 333-8171
Email Address:

Requestor: NANCY
Your File# 5457.01

Service #40598: BANK OF AMERICA
Manner of Service: CUSTODIAN OF RECORDS

Completion Information/Recieved by: WENDY FRANCO
Service Date/Time: 11/13/2013 1:07 PM
Service address: 5905 S. VIRGINIA ST. RENONV 89502
Served by: MIKE JONES R-023632

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	Caucasian	Black	38	5'9	135
Other Features:					

IN THE FIRST JUDICIAL DISTRICT COURT-IN AND FOR THE COUNTY OF CARSON CITY, STATE OF NEVADA
JED MARGOLIN v. OPTIMA TECHNOLOGY CORPORATION, A CALIFORNIA CORPORATION, ET AL

Service Documents: SUBPOENA DUCBS TECUM; LETTER; WITNESS FEE \$25.00

CASE#: 090C00579 1B

Service Comments:

Standard Service	\$37.00
RUSH	\$15.00
TOTAL CHARGES:	\$52.00
BALANCE:	\$52.00

CREDIT TERMS ARE NET 30. INVOICES NOT PAID WITHIN TERMS WILL BE ASSESSED A 1.5% PER MONTH
FINANCE CHARGE

CHECK REQUEST FORM

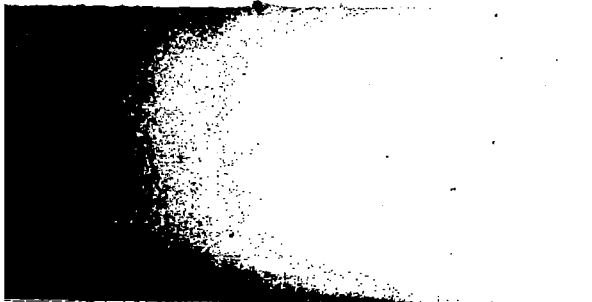
PAYABLE TO CHARLES SCHWAB & CO., INC. DATE NEEDED: _____
DESCRIPTION: WITNESS FEE - SUBPOENA DUCES TECUM
ADDRESS (IF APPLICABLE): _____
AMOUNT: \$25.00
CLIENT NAME/MATTER#: 5457.01
REQUESTED BY/ATTORNEY APPROVAL: APM
MAIL CHECK FROM ACCOUNTING: YES/(NO)
RETURN CHECK TO: Nancy (Thank you!)
DISPENSE FROM: GENERAL TRUST

FOR ACCOUNTING USE ONLY:

DATE OF CHECK: _____
CHECK #: _____
GL ACCOUNT: _____

4/8/99-Accounting/Payroll & exps/Forms

NOTES:



WATSON ROUNDS
GENERAL CHECKING ACCOUNT

2569

Date: Dec 10/13 Matter #: 5457.01
Amount: \$25.00 Claim Number:
Payable To: Charles Schwab & Co., Inc.
Client: Margolin, Jed
Matter Description: Patent theft analysis & litigation
Explanation: Witness fee Charles Schwab
Invoice #:

CHECK REQUEST FORM

PAYABLE TO E-TRADE BANK DATE NEEDED: _____
DESCRIPTION: Witness Fee - Subpoena Duces Tecum
ADDRESS (IF APPLICABLE): _____
AMOUNT: \$25.00
CLIENT NAME/MATTER#: 5457.01
REQUESTED BY/ATTORNEY APPROVAL: APM
MAIL CHECK FROM ACCOUNTING: YES/(NO)
RETURN CHECK TO: Nancy
DISPENSE FROM: GENERAL TRUST

FOR ACCOUNTING USE ONLY:

DATE OF CHECK: _____
CHECK #: _____
GL ACCOUNT: _____

4/8/99-Accounting/Payroll & exps/Forms

NOTES:

WATSON ROUNDS
GENERAL CHECKING ACCOUNT

2570

Date: Dec 10/13 Matter #: 5457.01
Amount: \$25.00 Claim Number:
Payable To: E-Trade Bank
Client: Margolin, Jed
Matter Description: Patent theft analysis & litigation
Explanation: Witness fee - E-Trade Bank
Invoice #:

Invoice #: 40903
Date: 12/12/2013

Reno/Carson Messenger Service, Inc.
185 Martin Street
Reno, NV 89509
775.322.2424
Federal Tax ID: 88-0306306
NV STATE LIC#322

RECEIVED

DEC 13 2013

WATSON ROUNDS



INVOICE FOR SERVICE:

Amount Due: \$16.00

WATSON ROUNDS
5371 KIETZKE LN,
RENO, NV 89511

RECEIVED

DEC 13 2013

WATSON ROUNDS

Phone number: 775 324-4100
Fax number: 775 333-8171
Email Address:

Requestor: NONE
Your File# 6457.01

Service #41830: COURIER/MESSENGER JOB
Manner of Service: MESSENGER
Service Instructions: PLEASE FILE AND RETURN

Completion Information/Recieved by: J. HIGGINS
Service Date/Time: 12/11/2013 3:12 PM
Service address: FIRST JUDICIAL 885 EAST MUSSER ST CARSON CITY NV 89701
Served by: WADE MORLAN R-006823

Sex	Color of skin/race	Color of hair	Age	Height	Weight
N/A	N/A	N/A		N/A	N/A
Other Features:					

Service Documents:

CASE#:

Service Comments:

MESSENGER

\$16.00

TOTAL CHARGES:

\$16.00

BALANCE:

\$16.00

CREDIT TERMS ARE NET 30. INVOICES NOT PAID WITHIN TERMS WILL BE ASSESSED A 1.5% PER MONTH FINANCE CHARGE



Service, Inc.

775.322.2424
Federal Tax ID: 88-0306306
NV STATE LIC#322

INVOICE FOR SERVICE:

RECEIVED

Amount Due: \$37.00

WATSON ROUNDS
5371 KIETZKE LN,
RENO, NV 89511

DEC 16 2013

WATSON ROUNDS

Phone number: 775 324-4100
Fax number: 775 333-8171
Email Address:

Requestor: NANCY
Your File# 5457.01

Service #41817: CHARLES SCHWAB & CO., INC.
Manner of Service: CORPORATE

Completion Information/Recieved by: ALENA DUGGAN

Service Date/Time: 12/11/2013 2:07 PM

Service address: 311 S. DIVISION ST THE CORPORATION TRUST COMPANY OF NEVADA
Carson City NV 89703

Served by: WADE MORLAN R-006823

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	Caucasian	Brown	20-30	5ft4in-5ft8in	161-200 lbs
Other Features:					

IN THE FIRST JUDICIAL DISTRICT COURT-IN AND FOR THE COUNTY OF CARSON CITY, STATE OF NEVADA

JED MARGOLIN v. OPTIMA TECHNOLOGY CORPORATION, A CALIFORNIA CORPORATION, ET AL

Service Documents: THIRD AMENDED CUBPOENA DUCES TECUM; WITNESS FEE \$25.00

CASE#: 090C00579 1B

Service Comments:

Standard Service	\$37.00
TOTAL CHARGES:	\$37.00
BALANCE:	\$37.00

CREDIT TERMS ARE NET 30. INVOICES NOT PAID WITHIN TERMS WILL BE ASSESSED A 1.5% PER MONTH FINANCE CHARGE

5457.01

Invoice



Bank Of America
Legal Order Processing
CA9-705-05-19
PO Box 3609
Los Angeles, CA 90051
213-580-0702

BILL TO

Watson Rounds
Matthew D. Francis
Matthew D. Francis
5371 Kietzke Lane
Reno, NV 89511

RECEIVED

DEC 16 2013

WATSON ROUNDS

Case # : L111813000262
Invoice Id : Invoice - 296601
Date of Invoice : 12/12/2013
Court Case Name : OPTIMA TECHNOLOGY
Court Case # : 090C00579 1B
EIN: 94-1687665

Amt Paid :

Please remit top half w/payment to the above address. Please include case number on payment.

Invoice Details

Quantity	Description of services/Financial Records Provided	Cost Per Item	Extended Amount
31	Copies of Checks	0.25	\$7.75
255	Copies of Statements Pages	0.25	\$63.75
16	Copies of Documents	0.25	\$4.00
41	Copies of Deposits	0.25	\$10.25
45	Copies of Offset	0.25	\$11.25
0	Copies of Account Records and Loan Documents	0.25	\$0.00
0	Copies of Complete Loan Files	30.00	\$0.00
0.00	Supervisor Time	0.00	\$0.00
1.77	Generalist Time	20.00	\$35.40
0.00	Witness Hours Amount	0.00	\$0.00
0.00	Mileage Amount	0.00	\$0.00
	Postage Amount		\$8.26
	Media Cost		\$0.00
	Other		\$0.00
	Sub Total		\$140.66
	Less Deposits/Payments Received		\$25.00
	Refund		\$0.00
	Amount due on Receipt		\$115.66

Invoice Remarks:

reno/Carson Messenger Service, Inc.
 185 Martin Street
 Reno, NV 89509
 tel 775.322.2424 fax 775.322.3408
 process@renocarson.com
 Federal Tax ID: 88-0306306
 NV STATE LIC#322



Process Server - Messenger Service
RENO / CARSON / LAS VEGAS
 WE MAKE DEADLINES

Invoice #: 42498
 Date: 01/10/2014



INVOICE FOR SERVICE:

Amount Due: \$16.00

WATSON ROUNDS
 5371 KIETZKE LN,
 RENO, NV 89511

Phone number: 775 324-4100
 Fax number: 775 333-8171
 Email Address:

Requestor: NANCY
 Your File# 5457.01

Service #43376: COURIER/MESSENGER JOB
 Manner of Service: MESSENGER
 Service Instructions: P/U (WILL CALL WHEN READY, CLOSE TO 4PM) - FILE
 IN 1ST JUD TODAY

RECEIVED
 JAN 19 2014
 WATSON ROUNDS

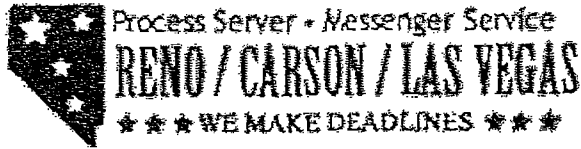
Completion Information/Recieved by:C. COOPER
 Service Date/Time:01/09/2014 3:35 PM
 Service address:FILE IN 1ST JUD TODAY CARSON CITYNV
 Served by:JOHN LEE R-004475

Sex	Color of skin/race	Color of hair	Age	Height	Weight
N/A	N/A	N/A		N/A	N/A
Other Features:					

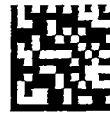
Service Documents:	CASE#:
Service Comments:	
MESSENGER	\$16.00
TOTAL CHARGES:	\$16.00
BALANCE:	\$16.00

CREDIT TERMS ARE NET 30. INVOICES NOT PAID WITHIN TERMS WILL BE ASSESSED A 1.5% PER MONTH FINANCE CHARGE

Carson Messenger Service, Inc.
65 Martin Street
Reno, NV 89509
tel 775.322.2424 fax 775.322.3408
process@renocarson.com
Federal Tax ID: 88-0306306
NV STATE LIC#322



Invoice #: 43629
Date: 01/29/2014



INVOICE FOR SERVICE:

Amount Due: \$95.00

WATSON ROUNDS
5371 KIETZKE LN,
RENO, NV 89511

Phone number: 775 324-4100
Fax number: 775 333-8171
Email Address:

Requestor: NANCY
Your File# 5457.01

Service #44406: WELLS FARGO BANK, N.A.
Manner of Service: CORPORATE

Completion Information/Recieved by:FRANCES GUTIERREZ

Service Date/Time:01/28/2014 2:45 PM

Service address:2215-B RENAISSANCE DR CSC SERVICES OF NEVADA, INC. Las VegasNV
89119

Served by:ROGER PAYNE R-038800

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	Hispanic	N/A	25 YOA	5'6"	120 LBS.
Other Features:					

IN THE FIRST JUDICIAL DISTRICT COURT-IN AND FOR THE COUNTY OF CARSON CITY, STATE OF NEVADA

JED MARGOLIN v. OPTIMA TECHNOLOGY CORPORATION, A CALIFORNIA CORPORATION, ET AL

Service Documents: SUBPOENA DUCES TECUM; WITNESS FEE \$25.00

CASE#: 090C00579 1B

Service Comments:

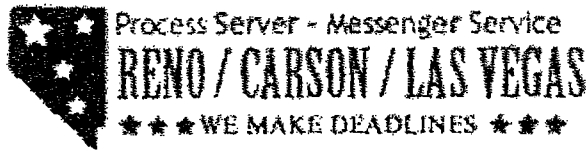
Forwarding Fees		\$55.00
CASH ADVANCE	WITNESS FEES	\$25.00
RUSH		\$15.00
TOTAL CHARGES:		\$95.00
BALANCE:		\$95.00

CREDIT TERMS ARE NET 30. INVOICES NOT PAID WITHIN TERMS WILL BE ASSESSED A 1.5% PER MONTH
FINANCE CHARGE

5457.01

Invoice #: 45499
Date: 03/17/2014

Process Server - Messenger Service, Inc.
55 Martin Street
Reno, NV 89509
tel 775.322.2424 fax 775.322.3408
process@renocarson.com
Federal Tax ID: 88-0306306
NV STATE LIC#322



INVOICE FOR SERVICE:

Amount Due: \$40.00

WATSON ROUNDS
5371 KIETZKE LN,
RENO, NV 89511

Phone number: 775 324-4100
Fax number: 775 333-8171
Email Address:

Requestor: NANCY
Your File# 545701

RECEIVED
MAR 17 2014

Service #46410: COURIER/MESSENGER JOB
Manner of Service: MESSENGER
Service Instructions: P/U FILE IN 1ST JUD TODAY

Completion Information/Recieved by: FILED
Service Date/Time: 03/13/2014 3:45 PM
Service address: FILE IN 1ST JUD TODAY CARSON CITY NV
Served by: JOHN LEE R-004475

Sex	Color of skin/race	Color of hair	Age	Height	Weight
N/A	N/A	N/A		N/A	N/A
Other Features:					

Service Documents:	CASE#:
Service Comments:	
MESSENGER	\$40.00
TOTAL CHARGES:	\$40.00
BALANCE:	\$40.00

CREDIT TERMS ARE NET 30. INVOICES NOT PAID WITHIN TERMS WILL BE ASSESSED A 1.5% PER MONTH FINANCE CHARGE

Reno/Carson Messenger Service, Inc.
185 Martin Street
Reno, NV 89509
tel 775.322.2424 fax 775.322.3408
process@renocarson.com
Federal Tax ID: 88-0306306
NV STATE LIC#322



Process Server - Messenger Service
RENO / CARSON / LAS VEGAS
*** WE MAKE DEADLINES ***

Invoice #: 46398
Date: 04/04/2014



INVOICE FOR SERVICE:

Amount Due: \$65.00

WATSON ROUNDS
5371 KIETZKE LN,
RENO, NV 89511

Phone number: 775 324-4100
Fax number: 775 333-8171
Email Address:

Requestor: NANCY
Your File# 5457.Q1

Service #47401: COURIER/MESSENGER JOB
Manner of Service: MESSENGER
Service Instructions: DELIVER TO: DAVID WESICK. OVER THE COUNTER
TO THE POST MASTER.

RECEIVED
APR - 4 2014
WATSON ROUNDS

Completion Information/Recieved by: DIANNA GARCIA
Service Date/Time: 04/03/2014 1:49 PM
Service address: P.O. BOX 568 GLENBROOK NV 89413
Served by: LARRY SCOTT R-053852

Sex	Color of skin/race	Color of hair	Age	Height	Weight
N/A	N/A	N/A		N/A	N/A
Other Features:					

Service Documents:

CASE#:

Service Comments: Postal Clerk

MESSENGER

\$25.00

SPECIAL MILEAGE

\$40.00

TOTAL CHARGES:

\$65.00

BALANCE:

\$65.00

CREDIT TERMS ARE NET 30. INVOICES NOT PAID WITHIN TERMS WILL BE ASSESSED A 1.5% PER MONTH
FINANCE CHARGE

1 JASON D. WOODBURY
Nevada Bar No. 6870
2 KAEMPFER CROWELL
510 West Fourth Street
3 Carson City, Nevada 89703
Telephone: (775) 884-8300
4 Facsimile: (775) 882-0257
JWoodbury@kcnvlaw.com
5 *Attorneys for Reza Zandian*

REC'D & FILED
2014 APR 30 PM 4:55
ALAN GLOVER
BY J. HARKLER
CLERK
DEPT

6 IN THE FIRST JUDICIAL DISTRICT COURT
7 OF THE STATE OF NEVADA IN AND FOR
CARSON CITY

8 JED MARGOLIN, an individual,

9 Plaintiff,

10 vs.

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

17 Defendants.

Case No. 09OC00579 1B

Dept. No. I

18
19 **DEFENDANTS' MOTION TO RETAX AND SETTLE COSTS**

20 COMES NOW, Defendant REZA ZANDIAN ("ZANDIAN"), by and through his
21 attorneys, Kaempfer Crowell, and hereby files his Motion to Retax and Settle Costs relative to
22 Plaintiff's *Motion For Order Allowing Costs And Necessary Disbursements And Memorandum*
23 *Of Points And Authorities In Support Thereof.*

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This *Motion* is made pursuant to the attached memorandum of points and authorities, all papers and pleadings on file in this matter and any evidence received and arguments entertained by the Court at any hearing.

DATED this 30 day of April, 2014.

KAEMPFER CROWELL



Jason D. Woodbury
Nevada Bar No. 6870
510 West Fourth Street
Carson City, Nevada 89703
Telephone: (775) 884-8300
Facsimile: (775) 882-0257
JWoodbury@kcnvlaw.com
Attorneys for Reza Zandian

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **A. THE COURT HAS DISCRETION TO AWARD COSTS AND EACH PARTY**
3 **SHOULD BEAR THEIR OWN COSTS IN THIS CASE**

4 The determination of allowable costs is within the sound discretion of the trial court.
5 *Bobby Berosini, Ltd. v. People for the Ethical Treatment of Animals*, 971 P.2d 383, 114 Nev.
6 1348 (1998). However, statutes permitting recovery of costs are in derogation of common law,
7 and therefore must be strictly construed. *Gibellini v. Klindt*, 110 Nev. 1201, 885 P.2d 540, 1994
8 Nev. LEXIS 143 (1994). Nev. Rev. Stat. Ann. § 18.005.

9 Here, while Defendant believes each party should bear its own costs, Plaintiff seeks its
10 photocopying costs at a rate of \$0.25 per page, per supporting documentation at "Exhibit 4" of
11 "Declaration of Adam McMillen In Support of Plaintiff's Motion for Order Allowing Costs and
12 Necessary Disbursements" NRS 18.005(12) prescribes "Reasonable costs for photocopies." If
13 the court is inclined to award costs, the Defendant respectfully requests the court reduce the
14 photocopy charges to \$0.15 per page, or a total of \$288.72 for photocopies. *See Affidavit of Jano*
15 *Barnhurst*, attached hereto as Exhibit 1.

16 **B. AN AWARD OF ATTORNEY'S FEES IS NOT APPROPRIATE AS A**
17 **MATTER OF LAW**

18 It is well settled law in Nevada that the district court may not award attorney fees absent
19 authority under a statute, rule, or contract. Here there is no applicable statute or rule and the
20 parties did not enter into an agreement which afforded attorney's fees. Therefore, the American
21 Rule that each party should bear its own attorney's fees and costs applies, in keeping with the
22 following law.

23 **1. NRS 598.0999(2) does not permit an award of attorney's fees in this case**

24 Plaintiff claims that under its claim for "deceptive trade practices" it is entitled to an

1 award of attorney's fees under "NRS 598.0999(2)." See Plaintiff's Motion For Order Allowing
2 Costs And Necessary Disbursements And Memorandum Of Points And Authorities In Support
3 Thereof at p. 3, ll. 24-28. While Plaintiff concedes that "NRS 598.0999(2) does not explicitly
4 provide for attorney fees incurred postjudgment," Plaintiff nonetheless seeks them under the
5 authority of NRS 598.0999(2).

6 However, NRS 598.0999 does not permit an award of attorney's fees in this case. It
7 provides in relevant part:

8 *NRS 598.0999 Civil and criminal penalties for violations.*

9 2. Except as otherwise provided in NRS 598.0974, in any action brought pursuant
10 to the provisions of NRS 598.0903 to 598.0999, inclusive, if the court finds that a person
11 has willfully engaged in a deceptive trade practice, the district attorney of any county in
12 this State or the Attorney General bringing the action may recover a civil penalty not to
13 exceed \$5,000 for each violation. The court in any such action may, in addition to any
14 other relief or reimbursement, award reasonable attorney's fees and costs.

15 Here, "in any such action" refers to the potential action to be brought by the district
16 attorney or the Attorney General in pursuing its civil recourse. It does not refer to an action
17 brought by a Plaintiff in a civil action. Therefore, NRS 598.0999(2) does not apply.

18 **2. The district court may not award attorney fees absent authority under a statute,
19 rule, or contract.**

20 It is well settled Nevada law that attorney's fees are not recoverable unless authorized by
21 a statute, rule, or contractual provision. *Horgan v. Felton*, 123 Nev. 577, 583 (Nev. 2007) citing
22 *Rowland v. Lepire*, 99 Nev. 308, 315, 662 P.2d 1332, 1336 (1983).

23 Here, the American Rule that each party should bear its own attorney's fees and costs
24 remains the case, in the absence of a statute, rule or contract to the contrary. Under the
"American Rule," win or lose, the parties bear their own legal fees. *Fox v. Vice*, 131 S. Ct. 2205,
2213 (2011). The district court may not award attorney fees absent authority under a statute, rule,

1 or contract. *State, Dep't of Human Resources v. Fowler*, 109 Nev. 782, 784, 858 P.2d 375, 376
2 (1993).

3
4 **3. The court's exercise of discretion in determining the reasonable value of an
attorney's services arises only when an award of attorney's fees is prescribed.**

5 While it is within the court's discretion to determine the reasonable amount of attorney's
6 fees under a statute or rule, in exercising its discretion, the court must evaluate the factors set
7 forth in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345 (1969). Here, the court does not
8 arrive at such an analysis because there is no applicable statute or rule which permits an award of
9 fees to the Plaintiff. The *Brunzell* analysis only arises in instances where attorney's fees are
10 prescribed by statute, rule or contract.

11
12 **4. Even if a *Brunzell* Analysis of an award of attorney's fees were permissible,
Plaintiff's fees are inflated.**

13 This case has been a series of default judgments and did not require years of legal work
14 focused on a specialty in intellectual property. While that may, in general, justify opposing
15 counsel's billable hourly rate, this was not a case driven by intellectual property law. Rather, by
16 application of the default judgment scheme, NRS Chapter 17. Further, the Complaint reflects
17 this fact: it offers up the run of the mill torts against Defendants and only alleges "deceptive
18 trade practices," as the one and only "intellectual property" specialty. Further, not one of the
19 Plaintiff's claims was ever never litigated and brought to a judgment on the merits. In fact, the
20 fees Plaintiff seeks to recover are related solely to post-judgment work that has been performed –
21 not work that was performed to bring about the default judgment.

22 The judgment against this Defendant is exclusively by default and therefore, does not
23 impose specialized skill or unusual time and attention to the work performed by counsel in this
24 case. Plaintiff pursued and has only pursued default judgments against all Defendants since the

1 matter's inception. Hence, this case required no specialized legal practice which justifies the
2 hourly rate or justifies collection of an increased fee, if any at all.

3 The *Brunzell* factors evaluate: (1) the qualities of the advocate: his ability, his training,
4 education, experience, professional standing and skill; (2) the character of the work to be done:
5 its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and
6 the prominence and character of the parties where they affect the importance of the litigation; (3)
7 the work actually performed by the lawyer: the skill, time and attention given to the work; (4) the
8 result: whether the attorney was successful and what benefits were derived. *Brunzell v. Golden*
9 *Gate Nat'l Bank*, 85 Nev. 345, 349 (Nev. 1969). As set forth above, no factor weighs in favor of
10 an award of \$34,632.50 for 6 months of work dedicated to opposing the setting aside a default
11 judgment, taking steps to execute against a default judgment, and responding to an appeal
12 (10/18/2013 – 4/18/2014).

13
14 **5. Even if a *Brunzell* Analysis of an award of attorney's fees were permissible,
15 Plaintiff's requested fees are exclusively for post-judgment, pre-appeal work.**

16 Additionally, Plaintiff is asking that the *Brunzell* factors be applied exclusively to post-
17 judgment accrued attorney's fees. The default judgment was obtained on June 24, 2013 and
18 Plaintiff is asking for its attorney's fees from "October 18, 2013 to April 18, 2014." See p. 5, ll.
19 22-23 of Plaintiff's Motion. The *Brunzell* factors are therefore, generally not applicable (if at all
20 in this case) to the effort expended in defeating Defendants' "Motion To Set Aside Default
21 Judgment" filed on January 9, 2014, as fees may not be awarded for work performed related to
22 the appeal noticed by Defendant on March 12, 2014.

23 To the extent that the attorney's fees are applied to post-appeal work by Plaintiff's
24 counsel, an award of attorney's fees is prohibited in this case, as well. "There is no provision in
the statutes authorizing the district court to award attorney fees incurred on appeal. NRAP 38(b)

1 authorizes only this court [the Nevada Supreme Court] to make such an award if it determines
2 that the appeals process has been misused.” *Board of Gallery of History, Inc. v. Datecs Corp.*,
3 116 Nev. 286, 288; 994 P. 2d 1149, 1150 (2000).

4
5 **C. POST-JUDGMENT INTEREST SHOULD NOT COME DUE BY THIS
6 PREMATURE REQUEST**

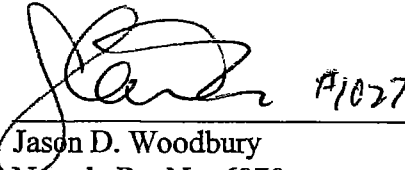
7 The postjudgment interest is accounted for in the Court’s 6/24/2013 Default Judgment
8 “until satisfied.” And, the interest that Plaintiff alleges is due cannot be advanced via the
9 Motion. Further, the matter is on appeal as of March 14, 2014.

10 **D. CONCLUSION**

11 For all the reasons set forth herein, it is respectfully requested that this Court GRANT
12 Defendants’ *Motion to Retax and Settle Costs* and DENY Plaintiff’s *Motion For Order Allowing*
13 *Costs And Necessary Disbursements And Memorandum Of Points And Authorities In Support*
14 *Thereof.*

15 DATED this 30th day of April, 2014.

16 **KAEMPFER CROWELL**

17  #1027
18 Jason D. Woodbury
19 Nevada Bar No. 6870
20 510 West Fourth Street
21 Carson City, Nevada 89703
22 Telephone: (775) 884-8300
23 Facsimile: (775) 882-0257
24 JWoodbury@kcnvlaw.com
Attorneys for Reza Zandian

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I hereby certify that service of the foregoing DEFENDANTS'
3 MOTION TO RETAX AND SETTLE COSTS was made this date by depositing a true copy
4 of the same for mailing at Carson City, Nevada, addressed to each of the following:

5 Matthew D. Francis
6 Adam P. McMillen
7 WATSON ROUNDS
8 5371 Kietzke Lane
9 Reno, NV 89511

10 DATED this 30 day of April, 2014.

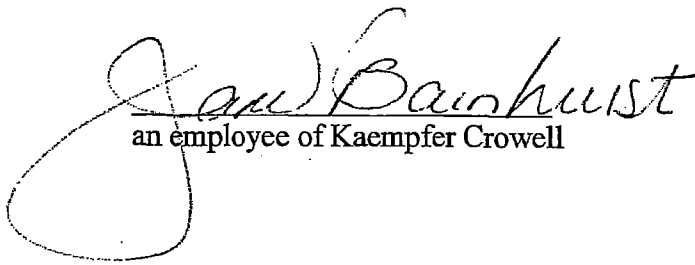
11 
12 an employee of Kaempfer Crowell

EXHIBIT 1

EXHIBIT 1

1 JASON D. WOODBURY
Nevada Bar No. 6870
2 KAEMPFER CROWELL
510 West Fourth Street
3 Carson City, Nevada 89703
Telephone: (775) 884-8300
4 Facsimile: (775) 882-0257
JWoodbury@kcnvlaw.com
5 **Attorneys for Reza Zandian**

6 IN THE FIRST JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA IN AND FOR
7 CARSON CITY

8 JED MARGOLIN, an individual,

Case No. 09OC00579 1B

9 Plaintiff,

Dept. No. I

10 vs.

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

16 Defendants.
17

18 **AFFIDAVIT OF JANO BARNHURST**
19 **IN SUPPORT OF MOTION TO RETAX AND SETTLE COSTS**

20 STATE OF NEVADA)
) ss.
21 CARSON CITY)

22 I, Jano Barnhurst, being first duly sworn under penalty of perjury, depose and
23 state as follows:

- 24 1. I am an employee with the law firm of Kaempfer Crowell.

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

REC'D & FILED
2014 MAY 12 PM 3:51

ALAN GLOVER
CLERK
BY 
AFPIITV

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

10
11 JED MARGOLIN, an individual,
12 Plaintiff,

13 vs.

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

21 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**REPLY IN SUPPORT OF MOTION
FOR ORDER ALLOWING COSTS
AND NECESSARY
DISBURSEMENTS AND
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT
THEREOF**

22 **I. Postjudgment Costs**

23
24 Zandian does not dispute Margolin is allowed postjudgment costs under NRS 18.160
25 and NRS 18.170. Zandian only requests that the Court reduce the photocopy charges from
26 \$0.25 to \$0.15 per page.¹ See Defendants' Motion to Retax and Settle Costs ("Opposition"),
27

28 ¹ Zandian does not dispute the Research, Witness Fees (Subpoenas) or Process service/courier fees.

1 filed 4/30/14, 3:4-15. Zandian looks to the “FedEx Office” in Carson City to demonstrate that
2 the rate of \$0.25 per page is too high. *Id.* (citing Affidavit of Jano Barnhurst). Zandian’s
3 counsel fails to mention what it charges for copies. Also, the FedEx Office is not a law firm
4 and is not a proper example for determining the reasonableness of copy charges in a civil
5 lawsuit.

6 The First Judicial District Court’s own Fee Schedule, which shows the Court charges
7 \$0.50 per page for copies, is a better exemplar of what reasonable copy charges should be in
8 this matter. *See* Declaration of Adam McMillen in Support of Reply (“McMillen Decl.”),
9 dated 5/12/14, Exhibit 1, filed herewith. The rate of \$0.25 per page is half of what the Court
10 charges for legal copies and is reasonable under the circumstances. Therefore, Margolin’s
11 copy charges should not be reduced and should be awarded in full.

13 II. Postjudgment Attorney’s Fees

14 Zandian believes “there is no applicable statute or rule and the parties did not enter into
15 an agreement which afforded attorney’s fees.” *See* Opposition at 3:18-22. However, as
16 demonstrated in the Motion for Order Allowing Costs and Necessary Disbursements, Margolin
17 should be awarded his postjudgment fees pursuant to the Deceptive Trade Practices statute.
18

19 a. NRS 598.0999(2) does allow an award of attorney’s fees

20 NRS 598.0999(2) states as follows:

21 Except as otherwise provided in NRS 598.0974, **in any action brought**
22 **pursuant to the provisions of NRS 598.0903 to 598.0999**, inclusive, if the
23 court finds that a person has willfully engaged in a deceptive trade practice, the
24 district attorney of any county in this State or the Attorney General **bringing**
25 **the action** may recover a civil penalty not to exceed \$5,000 for each violation.
The court **in any such action** may, in addition to any other relief or
reimbursement, award reasonable attorney’s fees and costs.

26 NRS 598.0999(2) (emphasis added).

27 The “provisions of NRS 598.0903 to 598.0999” encompasses the entire Deceptive
28 Trade Practices statute. The language, “any action brought pursuant to the provisions of NRS

1 598.0903 to 598.0999,” does not limit Deceptive Trade Practices actions to district attorneys
2 or the Attorney General. *See also Betsinger v. DR Horton, Inc.*, 232 P. 3d 433 (Nev. 2010) (an
3 example of a Deceptive Trade Practices action not brought by district attorney or Attorney
4 General). The only limitation in NRS 598.0999(2) relates to the district attorney’s and the
5 Attorney General being able to pursue the \$5,000 civil penalty. In contrast, the last sentence
6 of NRS 598.0999(2) stands alone and does not limit attorney fee awards to district attorneys or
7 the Attorney General and allows the Court, in any Deceptive Trade Practices action, to “award
8 reasonable attorney’s fees and costs.” NRS 598.0999(2).

9
10 Zandian’s argument that NRS 598.0999(2) does not permit an award of attorney’s fees
11 because it is limited to an action brought by the district attorney or the Attorney General is
12 clearly erroneous.

13 Since NRS 598.0999(2) does not exclude postjudgment attorney fees, Margolin’s
14 attorney’s fees should be awarded for having to incur fees enforcing the judgment on the
15 deceptive trade practices claim. *See Barney v. Mt. Rose Heating & Air Conditioning*, 124
16 Nev. 821, 825-6, 192 P.3d 730, 733-4 (2008) (mechanic lien statute did not expressly provide
17 for attorney fees incurred postjudgment, however, statute did not expressly exclude
18 postjudgment attorney fees from its purview and was liberally interpreted to allow
19 postjudgment attorney fees “so as to further the lien statutes’ purpose to ensure that contractors
20 are paid in whole for their work.”); *see also Rosen v. LegacyQuest*, A136985, 2014 WL
21 1372114 (Cal. Ct. App. Mar. 21, 2014) (judgment creditor, who had recovered statutory
22 attorney fees in connection with underlying judgment, authorized to recover attorney fees
23 incurred in enforcing underlying judgment under the statute authorizing recovery of judgment
24 creditor’s “reasonable and necessary costs of enforcing a judgment,” since the statute
25 authorizing the underlying attorney fee award established that the fee award was “otherwise
26 provided by law” within meaning of the fee statute) (an attorney fee award properly includes
27
28

1 the reasonable fees incurred in seeking the fees); *see also Ketchum v. Moses* (2001) 24 Cal.4th
2 1122, 104 Cal.Rptr.2d 377, 17 P.3d 735 (judgment creditor entitled to fees incurred in
3 enforcing the right to mandatory fees under statute).

4 **b. Margolin's attorneys' fees are reasonable**

5 Without providing any foundation, Zandian claims Margolin's fees are inflated. *See*
6 *Opposition* at 5:11-6:12. Zandian's only stated basis for this argument is that "[t]his case has
7 been a series of default judgments and did not require years of legal work focused on a
8 specialty in intellectually property." *See id.* at 5:13-14.

9
10 Zandian ignores the fact that this matter is predicated upon Zandian's fraudulent
11 assignment of Margolin's intellectual property rights. While Zandian purposely avoided
12 appearing and litigating the claims at issue, the nature of this matter required specialized skill
13 and required a significant amount of time and attention by the attorneys involved.

14 The patent and deceptive trade practices issues, and the unique facts surrounding them,
15 involved careful consideration and research. Despite what Defense counsel says, patent and
16 deceptive trade practices litigation is a niche practice that requires a high degree of legal skill
17 and care in order to be performed properly and effectively. Each of these causes of action,
18 coupled with the unique facts of this matter, required thorough research and careful analysis.
19 Again, undersigned counsel billed at an hourly rate of \$300, which counsel contends is
20 reasonable for intellectual property litigation.

21
22 The postjudgment collection efforts have thus far included attempting to find Zandian's
23 collectible assets, including researching and investigating his property in Nevada and
24 California and moving for a debtor's examination. Considering Zandian's elusive behavior,
25 shell games, and elaborate financial arrangements with a multitude of companies and
26 individuals, Margolin has been forced to incur a significant amount of attorney's fees in
27 attempting to collect on the judgment. Tellingly, Zandian does not address these postjudgment
28

1 collection issues in his Opposition.

2 Also, undersigned counsel is charging \$300 per-hour, which is more than reasonable.

3 According to all of the *Brunzell* factors, as outlined in the Motion, Margolin should be
4 awarded his postjudgment attorney's fees incurred in collecting on the judgment. *See Brunzell*
5 *v. Golden Gate National Bank*, 455 P.2d 31, 85 Nev. 345 (1969) and *Shuette v. Beazer Homes*
6 *Holdings Corp.*, 124 P. 3d 530, 121 Nev. 837 (2005).

7 **c. Margolin is entitled to his postjudgment fees not incurred on appeal**

8 Margolin concedes that he is not currently entitled to attorney's fees that are incurred
9 on appeal. *See Bd. of Gallery of History, Inc. v. Datecs Corp.*, 116 Nev. 286, 288, 994 P.2d
10 1149, 1150 (2000). However, as stated in the Motion and above, Margolin is entitled to his
11 postjudgment attorney's fees, including those incurred in executing on the judgment.
12

13 Therefore, Margolin has revised the fees he is requesting to reflect only those fees that have
14 been incurred, postjudgment, with regards to execution of the judgment, for a total of
15 \$31,247.50 in fees. *See* McMillen Decl., ¶¶ 4-5 and Exhibits 2-3.

16 **III. Postjudgment Interest**

17 Zandian argues it is premature for Margolin to request an order stating what the current
18 amount of accrued postjudgment interest is at this time. *See* Opposition at 6:4-5. Zandian
19 provides no legal basis for his position. Further, Zandian does not argue that Margolin is not
20 entitled to postjudgment interest.
21

22 "The purpose of post-judgment interest is to compensate the plaintiff for loss of the use
23 of the money awarded in the judgment 'without regard to the elements of which that judgment
24 is composed.'" *Albert H. Wohlers & Co. v. Bartgis*, 114 Nev. 1249, 1269, 969 P.2d 949, 963
25 (1998) (citing *Ainsworth v. Combined Ins. Co.*, 105 Nev. 237, 244, 774 P.2d 1003, 1009
26 (1989); *see also Waddell v. L.V.R.V. Inc.*, 122 Nev. 15, 26, 125 P.3d 1160, 1167 (2006)
27 ("[t]he purpose of post-judgment interest is to compensate the plaintiff for loss of the use of
28

1 the money awarded in the judgment' without regard to the various elements that make up the
2 judgment.").

3 Zandian has not provided a supersedeas bond to stop execution of the judgment and
4 Margolin is entitled to postjudgment interest until the judgment is satisfied. *See* NRCPC 62(d)
5 (by giving a supersedeas bond party may obtain stay of execution); *see also* NRS 17.130(2)
6 (interest accrues until judgment satisfied). Therefore, because the original judgment was
7 entered in Nevada and the judgment set the interest rate at the legal rate of interest according
8 to NRS 17.130, the interest rate is 5.25 percent per-annum, or \$215.15 per-day. Accordingly,
9 Margolin is owed simple interest at 5.25 percent or \$215.15 per- day from June 27, 2014, the
10 date of notice of entry of the judgment, through April 18, 2014. It is 296 days from June 27,
11 2013 to April 18, 2014. Multiplying 296 days by \$215.15 equals \$63,684.40 in accrued
12 interest.²

14 **IV. Conclusion**

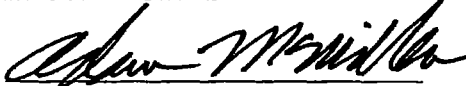
15 Based upon the above, Margolin respectfully requests that the Motion for Order
16 Allowing Costs and Necessary Disbursements be granted in full.
17

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

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

21 DATED: May 12, 2014.

WATSON ROUNDS

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

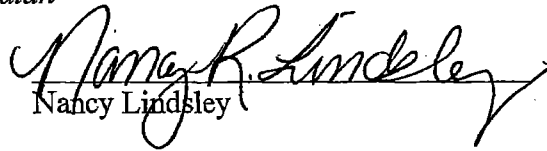
² Interest continues to accrue until the judgment is satisfied. *See* NRS 17.130(2).

1 CERTIFICATE OF SERVICE

2 Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, **REPLY IN SUPPORT OF MOTION FOR**
5 **ORDER ALLOWING COSTS AND NECESSARY DISBURSEMENTS AND**
6 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF,**
7 addressed as follows:

8 Jason D. Woodbury
9 Severin A. Carlson
10 Kaempfer Crowell
11 510 West Fourth Street
12 Carson City, Nevada 89703
13 *Attorneys for Defendant, Reza Zandian*

14 Dated: May 12, 2014

15 
16 Nancy Lindsley
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1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
2 WATSON ROUNDS
5371 Kietzke Lane
3 Reno, NV 89511
Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin

REC'D & FILED
2014 MAY 12 PM 3:51
ALAN GLOVER
CLERK
BY *[Signature]*
DEPUTY

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

11 JED MARGOLIN, an individual,
12
13 Plaintiff,
14
15 vs.
16 OPTIMA TECHNOLOGY CORPORATION,
a California corporation, OPTIMA
17 TECHNOLOGY CORPORATION, a Nevada
18 corporation, REZA ZANDIAN
19 aka GOLAMREZA ZANDIANJAZI
20 aka GHOLAM REZA ZANDIAN
aka REZA JAZI aka J. REZA JAZI
21 aka G. REZA JAZI aka GHONONREZA
ZANDIAN JAZI, an individual, DOE Companies
1-10, DOE Corporations 11-20, and DOE
Individuals 21-30,
22
23 Defendants.

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

**DECLARATION OF ADAM
MCMILLEN IN SUPPORT OF REPLY
IN SUPPORT OF PLAINTIFF'S
MOTION FOR ORDER ALLOWING
COSTS AND NECESSARY
DISBURSEMENTS**

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

1. I am counsel of record for Plaintiff Jed Margolin in this matter. This declaration is based upon my personal knowledge and is made in support of the Reply in Support of Plaintiff's Motion for Order Allowing Costs and Necessary Disbursements, filed concurrently.

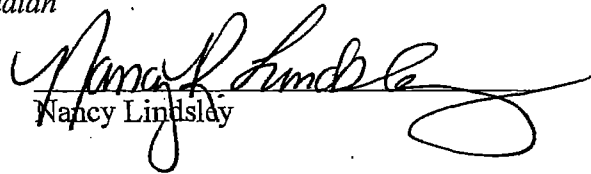
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CERTIFICATE OF SERVICE

Pursuant to NRCp 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **DECLARATION OF ADAM MCMILLEN IN SUPPORT OF REPLY IN SPPOT OF PLAINTIFF'S MOTION FOR ORDER ALLOWING COSTS AND NECESSARY DISBURSEMENTS**, addressed as follows:

Jason D. Woodbury
Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, Nevada 89703
Attorneys for Defendant, Reza Zandian

Dated: May 12, 2014



Nancy Lindsley

EXHIBIT LIST

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EXHIBIT NO.

DESCRIPTION

PAGE(S)

1	First Judicial District Court Fee Schedule	5
2	Watson Rounds Client Fees Listing Oct/18/2013 to Apr/18/2014	9
3	Watson Rounds Client Ledger Costs	3

Exhibit 1

Exhibit 1

FIRST JUDICIAL DISTRICT COURT FEE SCHEDULE

Effective October 1, 2013

ABSTRACT OF JUDGMENT \$3.00

NRS 19.013

ADOPTION \$233.00

NRS 19.013; NRS 19.020; AB 65; Ct. Security Fee; NRS 19.031; NRS 19.0312; CMC 2.35.010; NRS 19.0313 (3); CMC 2.36.010; NRS 19.03135; CMC 2.37.010; NRS 19.0315; AB 535

If DCFS or child placing agency licensed by the Division consents to the adoption of a child with special needs per NRS 127.186, there is no fee. Costs, i.e., copies, certs, etc. can be waived by court order per NRS 127.186(8) n/c

ANSWERS

NRS 19.013; AB 65; Ct. Security Fee; NRS 19.031; NRS 19.0312; CMC 2.35.010; NRS 19.0313(3); CMC 2.36.010; NRS 19.03135; CMC 2.37.010; NRS 19.0335; NRS 125; NRS 19.0315; AB 535

~ ANSWER (DIVORCES/ANNULMENTS) \$207.00

~ ANSWER TO MOTION TO MODIFY FINAL ORDER (DIVORCE) \$25.00

~ ANSWER (BUSINESS MATTERS) (pending local rule) \$1,478.00

~ ANSWER (CIVIL) \$218.00

~ ANSWER (COMPLEX CASES) (pending local rule) \$468.00

~ ANSWER (CONSTRUCTIONAL) \$468.00

For each additional defendant named in an answer when the answer is filed or for each additional party appearing in the action when the additional party appears in the action \$30.00

COPIES AND SEARCHES

NRS 19.013; NRAP Rule 10

~ CERTIFIED COPY (copy from court file - copy charges apply) \$3.00

~ CERTIFIED COPY (when presented by customer) \$5.00

~ COPIES (per page) \$0.50

~ EXEMPLIFIED COPY \$6.00

~ RECORD INDEX SEARCHES (per name/per year) \$0.50

~ RECORD ON APPEAL TO SUPREME COURT - Civil cases only
charges will apply for copying court file and binder covers

COMPLAINTS

NRS 19.013; NRS 19.020; AB 65; Ct. Security Fee; NRS 19.030; NRS 19.031; NRS 19.0312; CMC 2.35.010; NRS 19.0313(3); CMC 2.36.010; NRS 19.03135; CMC 2.37.010; NRS 19.033; NRS 19.335; NRS 19.0315, AB 535; NRS 444.605; NRS 40.600 to 40.695, inclusive

~ ANNULMENT	\$275.00
~ BUSINESS MATTERS (pending local rule)	\$1,525.00
~ CIVIL (Charges apply for add'l plaintiffs. See below.)	\$265.00
~ COMPLEX (pending local rule)	\$515.00
~ CONSTRUCTIONAL	\$515.00
For each additional plaintiff named in complaint when complaint is filed or when an amended complaint adds an additional plaintiff	\$30.00
~ DIVORCE	\$284.00
~ DOMESTICATE A FOREIGN DIVORCE DECREE Re: Action therein	\$284.00
~ FOREIGN REGISTRY Re: Child custody or support from foreign divorce action	\$284.00
~ FOREIGN REGISTRY - Re: Child custody or support from foreign civil action	\$265.00
~ SEPARATE MAINTENANCE	\$265.00
~ THIRD-PARTY COMPLAINT	\$210.00
~ COMPROMISE CLAIM OF MINOR	n/c

CONFESSION OF JUDGMENT

NRS 17.110; NRS 19.0312; CMC 2.35.010

\$33.00

CORPORATIONS - Any document

NRS 19.013

\$20.00

ESTATE & GUARDIANSHIP FILINGS

(Letters Testamentary; Letters of Administration; Set Aside Estate; Guardianship)

NRS 19.013; NRS 19.020; AB 65; Court Security Fee; NRS 19.030; NRS 19.031; NRS 19.0312; CMC 2.35.010; NRS.0313(3); CMC 2.36.010; NRS 19.03135; CMC 2.37.010; NRS 19.0315; AB 535

Value of Estate:

\$ 0 - \$ 2,500	n/c
\$ 2,501 - \$ 20,000	\$180.50
\$ 20,001 - \$ 199,999	\$279.50
\$ 200,000 and above	\$532.50

~ GUARDIAN AD LITEM (Fee to be paid upon filing of Complaint)	n/c
~ LAST WILL & TESTAMENT (To be submitted upon death only)	\$5.00
~ OBJECTION OR CROSS-PETITION TO APPOINTMENT	\$122.00
~ PETITION TO CONTEST WILL	\$122.00

FORMS

NRS 19.013

~ DIVORCE PACKETS (Packets can be printed from our website at no charge)	\$3.00
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INSURANCE CERTIFICATE

NRS 19.013

\$15.00

ISSUANCE OF WRITS

(Attachment; Garnishment; Execution or any other writ designed to enforce any judgment of the court)

AB 65

\$10.00

JURY DEMAND - per party requesting jury (first day jury fees)

NRCP Rule 38; NRS 6.150

\$320.00

JUSTICE COURT APPEAL

NRS19.013; NRS 19.020; Ct. Security Fee; NRS 19.031; NRS 19.0312; CMC 2.35.010; NRS 19.0313(3); NRS 19.0313(3); CMC 2.36.010; NRS 19.03135; CMC 2.37.010; NRS 19.315; AB 535

\$122.00

JUSTICE COURT TRANSFER

NRS19.013; NRS 19.020; Ct. Security Fee; NRS 19.031; NRS 19.0312; CMC 2.35.010; NRS 19.0313(3); CMC 2.36.010; NRS 19.03135; CMC 2.37.010; NRS 19.315; AB 535

\$120.00

MISCELLANEOUS FILINGS

(For filings of all papers to be kept by the clerk, not otherwise provided for, other than papers filed in actions and proceedings in court)

NRS 19.013

\$5.00

MOTION FOR SUMMARY JUDGMENT OR JOINDER THERETO

AB 65

\$200.00

MOTION TO CERTIFY/DECERTIFY A CLASS

AB 65

\$349.00

<u>MOTION TO MODIFY FINAL ORDER (DIVORCE)</u>	\$25.00
NRS 19.031	
<u>NOTARY BOND</u>	\$20.00
NRS 19.013; NRS 19.016	
<u>NOTICE OF APPEAL</u> - (See below for additional fees)	\$24.00
NRS 19.013; NRAP 7	
~ SUPREME COURT FILING FEE - (Payable to Supreme Court; must be submitted with the notice of appeal at time of filing)	\$250.00
~ COSTS ON APPEAL BOND	\$500.00
<u>PARENTAL RIGHTS TERMINATION</u>	\$265.00
NRS 128.140; NRS 19.013; NRS 19.020; AB 65; Ct. Security Fee; NRS 19.030; NRS 19.031; NRS 19.0312; CMC 2.35.010; NRS 19.0313(3); CMC 2.36.010; NRS 19.03135; CMC 2.37.010; NRS 19.0315; AB 535	
<u>PEREMPTORY CHALLENGE</u> - payable to Supreme Court; must be submitted with document at time of filing	\$450.00
SCR 48.1; increased 1/12/11	
<u>POWER OF ATTORNEY</u>	\$15.00
NRS 19.013	
<u>REPORT OF ADOPTION - Certification</u>	\$6.00
NRS 19.013; NRS 19.030	
<u>VENUE TRANSFER TO CARSON FROM ANOTHER COUNTY</u>	\$155.00
NRS 19.013; AB 65	

Exhibit 2

Exhibit 2

Watson Rounts
Client Fees Listing
Oct/18/2013 To Apr/18/2014
Working Lawyer

Date	Entry #	Fee / Time Explanation	Hours	Amount	Inv#	Billing Status
	5457	Margolin, Jed				
	5457.01	Patent theft analysis & litigation				
Oct 18/2013	1115373	Lawyer: NRL 1.50 Hrs X 125.00 Telephone conference with Charles Schwab re password to access CD; access CD-compile information; save to client	NRL - Nancy R. Lindsley 1.50	187.50	12409	Billed
Oct 18/2013	1115374	Lawyer: NRL 1.00 Hrs X 125.00 Telephone conference with Wells Fargo regarding redactions in documents produced; preparation of Second Amended	NRL - Nancy R. Lindsley 1.00	125.00	12409	Billed
Oct 24/2013	1115875	Lawyer: NRL 0.50 Hrs X 125.00 Email to Jed	NRL - Nancy R. Lindsley 0.50	62.50	12409	Billed
Oct 28/2013	1116086	Lawyer: NRL 0.80 Hrs X 125.00 Brief conference with Jed	NRL - Nancy R. Lindsley 0.80	100.00	12409	Billed
Oct 28/2013	1116091	Lawyer: NRL 0.20 Hrs X 125.00 Review email from MDF	NRL - Nancy R. Lindsley 0.20	25.00	12409	Billed
Oct 28/2013	1116101	Lawyer: APM 0.10 Hrs X 300.00 Review letter, dated 10/7/13, from Charles Schwab regarding subpoenaed documents.	APM - Adam P. McMillen 0.10	30.00	12409	Billed
Oct 29/2013	1116297	Lawyer: NRL 0.50 Hrs X 125.00 Telephone conference with Wells Fargo regarding subpoena duces tecum; review previous SDT and response to same;	NRL - Nancy R. Lindsley 0.50	62.50	12409	Billed
Oct 30/2013	1116490	Lawyer: APM 0.20 Hrs X 300.00 Communicate with Fred Sadri	APM - Adam P. McMillen 0.20	60.00	12409	Billed
Oct 30/2013	1116520	Lawyer: NRL 1.00 Hrs X 125.00 Commence preparation of Analysis of Information from Financial Institutions	NRL - Nancy R. Lindsley 1.00	125.00	12409	Billed
Nov 1/2013	1116933	Lawyer: APM 0.10 Hrs X 300.00 Received telephone call from Eli Abrishami	APM - Adam P. McMillen 0.10	30.00	12455	Billed
Nov 1/2013	1116934	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Eli Abrishami	APM - Adam P. McMillen 0.10	30.00	12455	Billed
Nov 1/2013	1116935	Lawyer: APM 0.10 Hrs X 300.00 Review email, dated 11/1/13, from Eli Abrishami	APM - Adam P. McMillen 0.10	30.00	12455	Billed
Nov 4/2013	1117495	Lawyer: APM 0.40 Hrs X 300.00 Review 18 pages of detailed Notes by Jed Margolin, dated 10/27/13,	APM - Adam P. McMillen 0.40	120.00	12455	Billed
Nov 8/2013	1118457	Lawyer: APM 0.30 Hrs X 300.00 Communicate with Fred Sadri	APM - Adam P. McMillen 0.30	90.00	12455	Billed
Nov 8/2013	1118462	Lawyer: APM 0.20 Hrs X 300.00 Review new subpoena to Bank of America.	APM - Adam P. McMillen 0.20	60.00	12455	Billed
Nov 8/2013	1118480	Lawyer: NRL 1.00 Hrs X 125.00 Telephone conference with Wells Fargo regarding subpoena; preparation of SDT to Bank of America	NRL - Nancy R. Lindsley 1.00	125.00	12455	Billed
Nov 13/2013	1118849	Lawyer: NRL 0.50 Hrs X 125.00 Finalize BofA SDT for service	NRL - Nancy R. Lindsley 0.50	62.50	12455	Billed
Nov 20/2013	1119932	Lawyer: APM 0.10 Hrs X 300.00 Communicate with representative from Bank of America regarding their request for additional information for Zan	APM - Adam P. McMillen 0.10	30.00	12455	Billed
Dec 2/2013	1121016	Lawyer: APM 0.20 Hrs X 300.00 Communicate with Fred Sadri	APM - Adam P. McMillen 0.20	60.00	12501	Billed
Dec 2/2013	1121017	Lawyer: APM 0.20 Hrs X 300.00 Draft email to Jed Margolin	APM - Adam P. McMillen 0.20	60.00	12501	Billed
Dec 2/2013	1121030	Lawyer: APM 0.20 Hrs X 300.00 Communicate with Nancy Lindsley	APM - Adam P. McMillen 0.20	60.00	12501	Billed
Dec 2/2013	1121051	Lawyer: NRL 1.50 Hrs X 125.00 Review subpoena responses	NRL - Nancy R. Lindsley 1.50	187.50	12501	Billed
Dec 4/2013	1121458	Lawyer: NRL 0.20 Hrs X 125.00 Discuss SDT's with APM; preparation of SDT to Etrade and revised SDT to Charles Schwab	NRL - Nancy R. Lindsley 0.20	25.00	12501	Billed
Dec 6/2013	1121789	Lawyer: APM 0.30 Hrs X 300.00 Review letter, dated 12/6/13, from Geoffrey Hawkins regarding his representation of Zandian.	APM - Adam P. McMillen 0.30	90.00	12501	Billed
Dec 6/2013	1121790	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin	APM - Adam P. McMillen 0.10	30.00	12501	Billed
Dec 6/2013	1121792	Lawyer: APM 0.30 Hrs X 300.00 Communicate with Jed Margolin	APM - Adam P. McMillen 0.30	90.00	12501	Billed
Dec 6/2013	1121793	Lawyer: APM 0.40 Hrs X 300.00 Communicate with Johnathan Faveghi regarding	APM - Adam P. McMillen 0.40	120.00	12501	Billed
Dec 6/2013	1121794	Lawyer: APM 0.30 Hrs X 300.00 Communicate with Matt Francis	APM - Adam P. McMillen 0.30	90.00	12501	Billed
Dec 6/2013	1121795	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin	APM - Adam P. McMillen 0.10	30.00	12501	Billed
Dec 6/2013	1121796	Lawyer: APM 0.10 Hrs X 300.00 Review Third Amended Subpoena to Charles Schwab.	APM - Adam P. McMillen 0.10	30.00	12501	Billed
Dec 6/2013	1121797	Lawyer: APM 0.10 Hrs X 300.00 Review Subpoena to E-Trade.	APM - Adam P. McMillen 0.10	30.00	12501	Billed
Dec 6/2013	1122334	Lawyer: MDF 0.50 Hrs X 300.00 Conference with APM re:	MDF - Matthew D. Francis 0.50	150.00	12501	Billed
Dec 9/2013	1122027	Lawyer: APM 0.40 Hrs X 300.00 Review email, dated 12/8/13, from Jed Margolin	APM - Adam P. McMillen 0.40	120.00	12501	Billed
Dec 10/2013	1122113	Lawyer: NRL 0.00 Hrs X 125.00	NRL - Nancy R. Lindsley 0.00	0.00	12501	Billed
Dec 10/2013	1122191	Lawyer: APM 2.70 Hrs X 300.00 Draft motion for debtor's examination.	APM - Adam P. McMillen 2.70	810.00	12501	Billed
Dec 10/2013	1122281	Lawyer: NRL 0.00 Hrs X 125.00 Process for service two (2) Subpoenas Duces Tecum - ETrade and Charles Schwab & Co., Inc.	NRL - Nancy R. Lindsley 0.00	0.00	12501	Billed
Dec 11/2013	1122290	Lawyer: APM 0.10 Hrs X 300.00 Review email, dated 12/10/13, from Jed Margolin	APM - Adam P. McMillen 0.10	30.00	12501	Billed
Dec 11/2013	1122291	Lawyer: APM 0.70 Hrs X 300.00 Revise motion for debtor's examination.	APM - Adam P. McMillen 0.70	210.00	12501	Billed
Dec 11/2013	1122315	Lawyer: NRL 1.00 Hrs X 125.00 Finalize Motion for Judgment Debtor's Examination; compile exhibits and prepare exhibit list; serve all parties	NRL - Nancy R. Lindsley 1.00	125.00	12501	Billed
Dec 13/2013	1123393	Lawyer: MDF 0.30 Hrs X 300.00 Review motion for debtor's examination	MDF - Matthew D. Francis 0.30	90.00	12501	Billed

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Date	Entry #	Fee / Time Explanation	Hours	Amount	Inv#	Billing Status
Dec 17/2013	1123556	Review email, dated 12/17/13, from Jed Margolin [REDACTED]				
Dec 17/2013	1123557	Lawyer: APM 0.10 Hrs X 300.00 [REDACTED]	0.10	30.00	12501	Billed
Dec 17/2013	1123558	Review email, dated 12/17/13, from Donna Johnson [REDACTED]				
Dec 17/2013	1123559	Lawyer: APM 0.10 Hrs X 300.00 [REDACTED]	0.10	30.00	12501	Billed
Dec 17/2013	1123568	Draft email to Jed Margolin [REDACTED]				
Dec 17/2013	1123569	Lawyer: APM 0.20 Hrs X 300.00 [REDACTED]	0.20	60.00	12501	Billed
Dec 17/2013	1123568	Draft email to Donna Johnson [REDACTED]				
Dec 17/2013	1123568	Lawyer: APM 0.10 Hrs X 300.00 [REDACTED]	0.10	30.00	12501	Billed
Dec 18/2013	1123752	Review and respond to email, dated 12/17/13, from Donna Johnson [REDACTED]				
Dec 18/2013	1123752	Lawyer: NRL 1.50 Hrs X 125.00 [REDACTED]	1.50	187.50	12501	Billed
Dec 18/2013	1125569	Scan documents received from Wells Fargo and Bank of America				
Dec 18/2013	1125569	Lawyer: APM 0.10 Hrs X 300.00 [REDACTED]	0.10	30.00	12501	Billed
Dec 19/2013	1123884	Review and respond to email, dated 12/18/13, from Donna Johnson [REDACTED]				
Dec 19/2013	1123884	Lawyer: NRL 1.50 Hrs X 125.00 [REDACTED]	1.50	187.50	12501	Billed
Dec 19/2013	1123893	Continued scanning of financial documents; compare scanned to original for reference; burn to DVD/CD for client				
Dec 19/2013	1123893	Lawyer: APM 0.20 Hrs X 300.00 [REDACTED]	0.20	60.00	12501	Billed
Dec 19/2013	1123894	Communicate with Donna Johnson [REDACTED]				
Dec 19/2013	1123894	Lawyer: APM 0.10 Hrs X 300.00 [REDACTED]	0.10	30.00	12501	Billed
Dec 19/2013	1123895	Review email, dated 12/19/13, from Donna Johnson [REDACTED]				
Dec 19/2013	1123895	Lawyer: APM 0.10 Hrs X 300.00 [REDACTED]	0.10	30.00	12501	Billed
Dec 30/2013	1124315	Draft email to Jed Margolin [REDACTED]				
Dec 30/2013	1124315	Lawyer: APM 0.40 Hrs X 300.00 [REDACTED]	0.40	120.00	12501	Billed
Dec 30/2013	1124392	Review Zandian's motion to set aside default judgment, dated 12/19/13.				
Dec 30/2013	1124392	Lawyer: APM 0.60 Hrs X 300.00 [REDACTED]	0.60	180.00	12501	Billed
Dec 30/2013	1124393	Review Westlaw people map report of Zandian [REDACTED]				
Dec 30/2013	1124393	Lawyer: APM 0.90 Hrs X 300.00 [REDACTED]	0.90	270.00	12501	Billed
Dec 30/2013	1124394	Begin review of Wells Fargo documents.				
Dec 30/2013	1124394	Lawyer: APM 0.30 Hrs X 300.00 [REDACTED]	0.30	90.00	12501	Billed
Dec 30/2013	1124394	Begin review of Bank of America documents.				
Dec 31/2013	1124477	Lawyer: APM 1.10 Hrs X 300.00 [REDACTED]	1.10	330.00	12501	Billed
Dec 31/2013	1124478	Finish review of Zandian's motion to set aside.				
Dec 31/2013	1124478	Lawyer: APM 0.50 Hrs X 300.00 [REDACTED]	0.50	150.00	12501	Billed
Dec 31/2013	1124478	Finish review of Zandian's people map from Westlaw [REDACTED]				
Dec 31/2013	1124485	Lawyer: APM 0.30 Hrs X 300.00 [REDACTED]	0.30	90.00	12501	Billed
Dec 31/2013	1124485	Review detailed email, dated 12/22/13, from Jed Margolin [REDACTED]				
Dec 31/2013	1124486	Lawyer: APM 0.10 Hrs X 300.00 [REDACTED]	0.10	30.00	12501	Billed
Dec 31/2013	1124486	Draft email to Jed Margolin [REDACTED]				
Dec 31/2013	1124499	Lawyer: NRL 1.00 Hrs X 125.00 [REDACTED]	1.00	125.00	12501	Billed
Dec 31/2013	1124499	Initial review records from Charles Schwab; scan to file				
Jan 2/2014	1124989	Lawyer: MDF 0.50 Hrs X 300.00 [REDACTED]	0.50	150.00	12547	Billed
Jan 2/2014	1124989	Review motion to stay proceedings				
Jan 3/2014	1125010	Lawyer: APM 0.40 Hrs X 300.00 [REDACTED]	0.40	120.00	12547	Billed
Jan 6/2014	1125168	Review and respond to detailed email, dated 1/3/14, from Jed Margolin [REDACTED]				
Jan 6/2014	1125168	Lawyer: APM 0.40 Hrs X 300.00 [REDACTED]	0.40	120.00	12547	Billed
Jan 6/2014	1125169	Review email, dated 1/6/14, and attachments, from Jed Margolin [REDACTED]				
Jan 6/2014	1125169	Lawyer: APM 0.10 Hrs X 300.00 [REDACTED]	0.10	30.00	12547	Billed
Jan 8/2014	1125435	Draft email to Jed Margolin [REDACTED]				
Jan 8/2014	1125435	Lawyer: APM 3.60 Hrs X 300.00 [REDACTED]	3.60	1080.00	12547	Billed
Jan 9/2014	1125661	Draft opposition to motion to set aside.				
Jan 9/2014	1125661	Lawyer: NRL 2.00 Hrs X 125.00 [REDACTED]	2.00	250.00	12547	Billed
Jan 9/2014	1125661	Review/proof Opposition to Motion to Set Aside Judgment; compile exhibits; arrange for filing and delivery to c				
Jan 9/2014	1125668	Lawyer: APM 4.90 Hrs X 300.00 [REDACTED]	4.90	1470.00	12547	Billed
Jan 9/2014	1125668	Finish drafting opposition to motion to set aside default judgment.				
Jan 9/2014	1125669	Lawyer: APM 0.40 Hrs X 300.00 [REDACTED]	0.40	120.00	12547	Billed
Jan 9/2014	1125669	Revise proposed order on motion for debtor's examination.				
Jan 9/2014	1125679	Lawyer: APM 0.10 Hrs X 300.00 [REDACTED]	0.10	30.00	12547	Billed
Jan 9/2014	1125679	Review email, dated 1/8/14, from Jed Margolin [REDACTED]				
Jan 9/2014	1125888	Lawyer: MDF 0.50 Hrs X 300.00 [REDACTED]	0.50	150.00	12547	Billed
Jan 9/2014	1125888	Review opposition to motion to set aside.				
Jan 13/2014	1126575	Lawyer: APM 0.20 Hrs X 300.00 [REDACTED]	0.20	60.00	12547	Billed
Jan 13/2014	1126575	Communicate with Judge Russell's assistant regarding debtor's examination on 2/11/14 at 9:00 a.m.				
Jan 14/2014	1126679	Lawyer: APM 0.10 Hrs X 300.00 [REDACTED]	0.10	30.00	12547	Billed
Jan 14/2014	1126679	Communicate with Angela, Judge Russell's assistant, regarding debtor's examination.				
Jan 14/2014	1126680	Lawyer: APM 0.30 Hrs X 300.00 [REDACTED]	0.30	90.00	12547	Billed
Jan 14/2014	1126680	Begin preparing for debtor's examination.				
Jan 14/2014	1126692	Lawyer: APM 0.10 Hrs X 300.00 [REDACTED]	0.10	30.00	12547	Billed
Jan 14/2014	1126692	Draft email to Jed Margolin [REDACTED]				
Jan 14/2014	1126704	Lawyer: NRL 0.50 Hrs X 125.00 [REDACTED]	0.50	62.50	12547	Billed
Jan 14/2014	1126704	Telephone conference with staff from opposing counsel requesting transmittal of Opposition to Motion to Set Asi				
Jan 14/2014	1127397	Lawyer: MDF 0.30 Hrs X 300.00 [REDACTED]	0.30	90.00	12547	Billed
Jan 14/2014	1127397	Conference with APM [REDACTED]				
Jan 16/2014	1126936	Lawyer: APM 2.50 Hrs X 300.00 [REDACTED]	2.50	750.00	12547	Billed
Jan 16/2014	1126936	Draft opposition to Zandian's motion to stay proceedings.				
Jan 16/2014	1126939	Lawyer: APM 0.20 Hrs X 300.00 [REDACTED]	0.20	60.00	12547	Billed
Jan 16/2014	1126939	Review order granting motion for debtor examination, dated 1/13/14.				
Jan 16/2014	1126941	Lawyer: APM 0.10 Hrs X 300.00 [REDACTED]	0.10	30.00	12547	Billed
Jan 16/2014	1126941	Review notice of entry of order for debtor's examination.				
Jan 16/2014	1126950	Lawyer: NRL 1.50 Hrs X 125.00 [REDACTED]	1.50	187.50	12547	Billed
Jan 16/2014	1126950	Review Opposition to Motion for Stay to Enforce Judgment; and Order Granting Plaintiff's Motion for Debtor Exam				
Jan 16/2014	1126953	Lawyer: NRL 0.20 Hrs X 125.00 [REDACTED]	0.20	25.00	12547	Billed
Jan 16/2014	1126953	Preparation of memo of telephone conference with client				
Jan 16/2014	1127386	Lawyer: MDF 1.20 Hrs X 300.00 [REDACTED]	1.20	360.00	12547	Billed
Jan 16/2014	1127386	Revise and revise opposition to motion to stay proceedings.				

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Entry #	Explanation				
Jan 17/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12547	Billed
1126979	Communicate with Nancy Lindsley				
Jan 17/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12547	Billed
1126985	Review memo from Nancy Lindsley, dated 1/17/14				
Jan 17/2014	Lawyer: NRL 1.00 Hrs X 125.00	1.00	125.00	12547	Billed
1127035	Review Wells Fargo documents in anticipation of preparation of SDV for deposit detail; telephone conference with				
Jan 23/2014	Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12547	Billed
1127509	Continue drafting questions for debtor's examination of Zandian.				
Jan 23/2014	Lawyer: APM 0.90 Hrs X 300.00	0.90	270.00	12547	Billed
1127516	Review and respond to email, dated 1/23/14, from Jed Margolin				
Jan 23/2014	Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12547	Billed
1127519	Research process of service on E*Trade as they have not responded to subpoena and they do not have any branches				
Jan 23/2014	Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12547	Billed
1127524	Begin review Zandian's reply in support of motion to set aside default, dated 1/21/14.				
Jan 23/2014	Lawyer: MDF 0.50 Hrs X 300.00	0.50	150.00	12547	Billed
1127628	Review reply in support of motion to set aside default judgment and affidavit in support thereof/Review request				
Jan 28/2014	Lawyer: NRL 1.00 Hrs X 125.00	1.00	125.00	12547	Billed
1127844	Review Federal Express from E*Trade Financial; duplicate for client; save to file				
Jan 29/2014	Lawyer: NRL 1.00 Hrs X 125.00	1.00	125.00	12547	Billed
1127944	Preparation of email to client				
Jan 31/2014	Lawyer: MDF 0.30 Hrs X 300.00	0.30	90.00	12547	Billed
1128477	Draft and review e-mails to and from law clerk and client, et al. re: order denying motion to set aside				
Jan 31/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12547	Billed
1129051	Review email, dated 1/31/14, from Samantha Valerius, judge's law clerk, regarding request for proposed order.				
Feb 1/2014	Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12624	Billed
1129052	Review and respond to email, dated 2/1/14, from Jed Margolin				
Feb 3/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1128543	Review voicemail from Fred Sadri				
Feb 4/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1128895	Begin drafting order denying motion to set aside.				
Feb 5/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129034	Review email, dated 2/5/14, from Jed Margolin				
Feb 5/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129035	Draft email to Jed Margolin				
Feb 5/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129036	Review another email from Jed Margolin				
Feb 5/2014	Lawyer: APM 3.70 Hrs X 300.00	3.70	1110.00	12624	Billed
1129038	Draft proposed order denying Zandian's motion to set aside the judgment.				
Feb 5/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129048	Draft email to Samantha Valerius regarding proposed order denying motion to set aside judgment.				
Feb 5/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129053	Review Zandian's reply in support of motion for stay of proceedings to enforce the judgment, dated 1/29/14.				
Feb 5/2014	Lawyer: MDF 1.00 Hrs X 300.00	1.00	300.00	12624	Billed
1129234	Review and revise proposed order denying Defendants' Motion to Set aside				
Feb 6/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129184	Review email, dated 2/6/14, from Samantha Valerius, judge's law clerk, regarding judge signing order denying mo				
Feb 6/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129185	Draft email to Samantha Valerius, judge's law clerk, regarding judge signing order denying motion to set aside				
Feb 6/2014	Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12624	Billed
1129186	Draft email to Jonathon Faveghi regarding debtor's examination.				
Feb 6/2014	Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12624	Billed
1129187	Telephone conference with Fred Sadri				
Feb 6/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129195	Review email, dated 2/6/14, from Johnathon Faveghi regarding Zandian's debtor's examination.				
Feb 6/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129196	Draft email to Johnathon Faveghi regarding Zandian's debtor's examination.				
Feb 6/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129197	Draft email to Jed Margolin				
Feb 6/2014	Lawyer: MDF 0.40 Hrs X 300.00	0.40	120.00	12624	Billed
1129284	Conference with APM				
Feb 7/2014	Lawyer: NRL 0.70 Hrs X 125.00	0.70	87.50	12624	Billed
1129524	Review Order Denying Motion to Set Aside Default Judgment; scan and transmit to opposing counsel; preparation o				
Feb 7/2014	Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12624	Billed
1129542	Call and email John Faveghi regarding Zandian's non-response to order to produce documents prior to debtor's ex				
Feb 7/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129551	Draft email to Jed Margolin				
Feb 7/2014	Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12624	Billed
1129554	Review order denying Zandian's motion to set aside judgment, dated 2/6/14.				
Feb 7/2014	Lawyer: MDF 0.80 Hrs X 300.00	0.80	240.00	12624	Billed
1130792	Conference with APM				
Feb 10/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129743	Draft another email to John Faveghi regarding tomorrow's debtor's examination of Zandian.				
Feb 10/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129744	Draft debtor's examination questions.				
Feb 10/2014	Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12624	Billed
1129746	Review and respond to email, dated 2/10/14, from John Faveghi regarding debtor's examination				
Feb 10/2014	Lawyer: APM 0.80 Hrs X 300.00	0.80	240.00	12624	Billed
1129748	Draft email to Court regarding Zandian not appearing before the court tomorrow on debtor's examination.				
Feb 10/2014	Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12624	Billed
1129756	Review email, dated 2/10/14, from Angela Jeffries regarding vacating debtor's examination and requesting a moti				
Feb 10/2014	Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
1129757	Draft email to Angela Jeffries regarding vacating debtor's examination and requesting a motion for order to sho				

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Feb 10/2014	1129758	Draft email to Jed Margolin Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12624	Billed
Feb 10/2014	1129759	Review Wells Fargo's response to \$55,000 transaction to Zandian. Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12624	Billed
Feb 10/2014	1129760	Review email, dated 2/10/14, from Jed Margolin Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12624	Billed
Feb 10/2014	1129761	Respond to Jed Margolin's email Lawyer: MDF 1.00 Hrs X 300.00	1.00	300.00	12624	Billed
Feb 11/2014	1130645	Conference with APM Lawyer: NRL 1.00 Hrs X 125.00	1.00	125.00	12624	Billed
Feb 11/2014	1130034	Reorganize file materials; review emails between APM and opposing counsel and court Lawyer: APM 4.40 Hrs X 300.00	4.40	1320.00	12624	Billed
Feb 11/2014	1130053	Draft Motion for Order to Show Cause Regarding Contempt, as requested by the court. Lawyer: MDF 1.30 Hrs X 300.00	1.30	390.00	12624	Billed
Feb 12/2014	1130138	Review and revise motion to show cause why Defendant should not be held in contempt. Lawyer: NRL 1.00 Hrs X 125.00	1.00	125.00	12624	Billed
Feb 12/2014	1130659	Finalize Motion for Order to Show Cause Re Contempt vs. Zandian, compile exhibits, transmit for filing, serve v. Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
Feb 12/2014	1130680	Finish drafting motion for contempt sanctions. Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12624	Billed
Feb 24/2014	1131791	Review Zandian's substitution of attorney's, dated 2/21/14. Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
Feb 24/2014	1131793	Draft email to Jed Margolin Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12624	Billed
Feb 24/2014	1131860	Review and respond to Jed Margolin's email, dated 2/24/14. Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12651	Billed
Mar 4/2014	1132838	Review voicemail, dated 3/4/14, from Fred Sadri Lawyer: APM 0.70 Hrs X 300.00	0.70	210.00	12651	Billed
Mar 4/2014	1132839	Review Opposition to Motion for Order to Show Cause Regarding Contempt, dated 3/3/14. Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12651	Billed
Mar 4/2014	1132840	Draft email to Jed Margolin Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12651	Billed
Mar 4/2014	1132853	Review and respond to email, dated 3/4/14, from Jed Margolin Lawyer: MDF 0.80 Hrs X 300.00	0.80	240.00	12651	Billed
Mar 4/2014	1132931	Review opposition to motion for order to show cause re: contempt/Draft and review e-mails to and from APM re: s Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12651	Billed
Mar 4/2014	1134283	Review email, dated 3/4/14, from Jed Margolin Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12651	Billed
Mar 5/2014	1133305	Review voicemail from Fred Sadri Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12651	Billed
Mar 5/2014	1133306	Telephone conference with Fred Sadri Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12651	Billed
Mar 5/2014	1134285	Review email, dated 3/5/14, from Jed Margolin Lawyer: NRL 1.00 Hrs X 125.00	1.00	125.00	12651	Billed
Mar 8/2014	1136894	Review Opposition to Motion for OSC; calendar reply to same; review Carson City County website to confirm if Za Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12651	Billed
Mar 10/2014	1134292	Review email, dated 3/8/14, from Jed Margolin Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12651	Billed
Mar 11/2014	1134284	Review attachments attached to 3/4/14 email from Jed Margolin Lawyer: APM 0.50 Hrs X 300.00	0.50	150.00	12651	Billed
Mar 11/2014	1134398	Review Jed Margolin's comments Lawyer: APM 3.90 Hrs X 300.00	3.90	1170.00	12651	Billed
Mar 12/2014	1134399	Draft reply in support of motion for contempt sanctions. Lawyer: APM 1.60 Hrs X 300.00	1.60	480.00	12651	Billed
Mar 12/2014	1134505	Continue drafting reply in support of motion for contempt sanctions. Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12651	Billed
Mar 13/2014	1134512	Review email, dated 3/12/14, from Jed Margolin Lawyer: NRL 1.50 Hrs X 125.00	1.50	187.50	12651	Billed
Mar 13/2014	1134610	Review and finalize Reply iso Motion for OSC; preparation of Request for Submission; telephone conference with I Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12651	Billed
Mar 13/2014	1134671	Finish drafting reply in support of motion for contempt sanctions. Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12651	Billed
Mar 13/2014	1134680	Perform legal research Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12651	Billed
Mar 19/2014	1134612	Review email dated 2/12/14 from Jed Margolin Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12651	Billed

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Mar 20/2014	1135506	Lawyer: APM 0.40 Hrs X 300.00 Communicate with Matt Frances	0.40	120.00	12651	Billed
Mar 20/2014	1135507	Lawyer: APM 0.90 Hrs X 300.00 Teleconference with Jed Margolin	0.90	270.00	12651	Billed
Mar 20/2014	1135512	Lawyer: APM 0.40 Hrs X 300.00 Draft letter to Jason Woodbury requesting debtor's examination and documents from Zandian	0.40	120.00	12651	Billed
Mar 20/2014	1135530	Lawyer: NRL 0.20 Hrs X 125.00 Finalize letter to Jason Woodbury; transmit via email and US Mail	0.20	25.00	12651	Billed
Mar 20/2014	1135900	Lawyer: MDF 0.50 Hrs X 300.00 Conference with Adam McMillen	0.50	150.00	12651	Billed
Mar 20/2014	1136416	Lawyer: APM 0.50 Hrs X 300.00 Review email, dated 3/20/14, from Jed Margolin	0.50	150.00	12651	Billed
Mar 22/2014	1136422	Lawyer: APM 0.50 Hrs X 300.00 Review email, dated 3/21/14, from Jed Margolin	0.50	150.00	12651	Billed
Mar 25/2014	1135892	Lawyer: APM 0.20 Hrs X 300.00 Review and respond to email, dated 3/25/14, from Jed Margolin	0.20	60.00	12651	Billed
Mar 25/2014	1135983	Lawyer: APM 0.40 Hrs X 300.00 Review and respond to email, dated 3/25/14, from Jed Margolin	0.40	120.00	12651	Billed
Mar 25/2014	1136737	Lawyer: APM 0.40 Hrs X 300.00 Review email, dated 3/25/14, from Jed Margolin	0.40	120.00	12651	Billed
Mar 26/2014	1135890	Lawyer: APM 0.30 Hrs X 300.00 Review email, dated 3/26/14, from Jed Margolin	0.30	90.00	12651	Billed
Mar 26/2014	1135891	Lawyer: APM 0.50 Hrs X 300.00 Review email, dated 3/25/14, from Jed Margolin	0.50	150.00	12651	Billed
Mar 26/2014	1135893	Lawyer: APM 0.30 Hrs X 300.00 Review email, dated 3/26/14, from Jed Margolin	0.30	90.00	12651	Billed
Mar 26/2014	1135894	Lawyer: APM 0.60 Hrs X 300.00 Telephone call with Jed Margolin	0.60	180.00	12651	Billed
Mar 26/2014	1135954	Lawyer: MDF 1.00 Hrs X 300.00 Review property title documents/Conference with APM re: strategy for execution and related issues	1.00	300.00	12651	Billed
Mar 27/2014	1135975	Lawyer: NRL 2.00 Hrs X 125.00 Review notes and research regarding execution vs real property; commence prep	2.00	250.00	12651	Billed
Mar 28/2014	1136128	Lawyer: NRL 2.50 Hrs X 125.00 Commence preparation of Motion for Writ of Execution, Writ of Execution and First Memorandum of Post-Judgment C	2.50	312.50	12651	Billed
Mar 28/2014	1136134	Lawyer: APM 0.20 Hrs X 300.00 Draft writ of execution	0.20	60.00	12651	Billed
Mar 31/2014	1136403	Lawyer: APM 0.10 Hrs X 300.00 Review and respond to email, dated 3/31/14, from Jed Margolin	0.10	30.00	12651	Billed
Mar 31/2014	1136404	Lawyer: APM 0.10 Hrs X 300.00 Revise first memo of post-judgment costs and fees	0.10	30.00	12651	Billed
Mar 31/2014	1136405	Lawyer: APM 0.30 Hrs X 300.00 Revise writ of execution	0.30	90.00	12651	Billed
Mar 31/2014	1136407	Lawyer: APM 0.30 Hrs X 300.00 Review email, dated 3/28/14, from Jason Woodbury regarding Zandian's motion filed recently	0.30	90.00	12651	Billed
Mar 31/2014	1136433	Lawyer: APM 0.20 Hrs X 300.00 Communicate with Jed Margolin	0.20	60.00	12651	Billed
Mar 31/2014	1136549	Lawyer: NRL 2.00 Hrs X 125.00 Finalize First Memorandum of Costs; Motion for Issuance of Writ; recalculate interest; and preparation of of Af	2.00	250.00	12651	Billed
Mar 31/2014	1136862	Lawyer: APM 0.30 Hrs X 300.00 Review email, dated 4/1/14, from Jed Margolin	0.30	90.00	12651	Billed
Mar 31/2014	1136865	Lawyer: APM 0.30 Hrs X 300.00 Review proposed motion for writ of execution	0.30	90.00	12651	Billed
Mar 31/2014	1136870	Lawyer: APM 0.10 Hrs X 300.00 Review voicemail from Fred Sadri and return his call	0.10	30.00	12651	Billed
Mar 31/2014	1137007	Lawyer: NRL 2.50 Hrs X 125.00 Finalize Motion for Writ of Execution; telephone conference with Steve Wood of Washoe County Sheriff's Office n	2.50	312.50	12651	Billed
Apr 1/2014	1137094	Lawyer: NRL 1.00 Hrs X 125.00 Review Clark County and Washoe County deeds for insertion of legal description into Writs of Execution; revise	1.00	125.00	12682	Billed
Apr 1/2014	1137101	Lawyer: NRL 0.50 Hrs X 125.00 Review emails; calendar response to Motion for Writ of Execution	0.50	62.50	12682	Billed
Apr 2/2014	1137194	Lawyer: APM 0.10 Hrs X 300.00 Review email, dated 4/2/14, from Jed Margolin	0.10	30.00	12682	Billed
Apr 2/2014	1137195	Lawyer: APM 1.20 Hrs X 300.00 Review Zandian's motion to dismiss and vacate default judgment	1.20	360.00	12682	Billed
Apr 2/2014	1137196	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jason Woodbury regarding debtor's examination and bizarre motion filed by Zandian	0.10	30.00	12682	Billed
Apr 2/2014	1137197	Lawyer: APM 0.60 Hrs X 300.00 Review file stamped motion to dismiss in Abrishami v Gold Canyon, dated 3/24/14	0.60	180.00	12682	Billed
Apr 2/2014	1137199	Lawyer: APM 0.30 Hrs X 300.00 Review file-stamped motion, dated 3/24/14	0.30	90.00	12682	Billed
Apr 2/2014	1137200	Lawyer: APM 0.20 Hrs X 300.00 Telephone conference with Fred Sadri	0.20	60.00	12682	Billed
Apr 2/2014	1137201	Lawyer: APM 0.20 Hrs X 300.00 Review letter, dated 12/4/13, from Kristin Luis to Judge Wilson regarding Gold Canyon case	0.20	60.00	12682	Billed
Apr 2/2014	1137206	Lawyer: APM 0.20 Hrs X 300.00 Review and respond to email, dated 4/2/14, from Jed Margolin	0.20	60.00	12682	Billed
Apr 2/2014	1137225	Lawyer: NRL 1.00 Hrs X 125.00 Brief review Motion and supporting documents filed by Zandian; calendar response to same	1.00	125.00	12682	Billed

Date	Entry #	Fee / Time Explanation	Hours	Amount	Inv#	Billing Status
Apr 8/2014	1138186	Review email, dated 4/7/14, from Jed Margolin Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12682	Billed
Apr 8/2014	1138191	Telephone call with Jed Margolin regarding [REDACTED] Lawyer: APM 1.00 Hrs X 300.00	1.00	300.00	12682	Billed
Apr 8/2014	1138198	Telephone conference with Steve Wood of the Washoe County Sheriff's office re execution vs. real properties, is: Lawyer: NRL 0.50 Hrs X 125.00	0.50	62.50	12682	Billed
Apr 8/2014	1138223	Review email, dated 4/8/14, from Jed Margolin Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12682	Billed
Apr 9/2014	1138213	Draft opposition to Zandian's motion to dismiss Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12682	Billed
Apr 9/2014	1138215	Review and respond to emails, dated 4/9/14, from Jason Woodbury regarding Zandian's motion to dismiss Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12682	Billed
Apr 9/2014	1138216	Draft email to Jed Margolin Lawyer: NRL 0.30 Hrs X 125.00	0.30	37.50	12682	Billed
Apr 9/2014	1138250	Telephone conference with Court Clerk re issuance of Writs; preparation of memo to APM re same Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12682	Billed
Apr 10/2014	1138532	Review and respond to email from Nancy Lindsley Lawyer: NRL 0.50 Hrs X 125.00	0.50	62.50	12682	Billed
Apr 10/2014	1138333	Review Motion to Retax and Settle Costs; calendar response to same Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12682	Billed
Apr 11/2014	1138506	Review and respond to email, dated 4/11/14, from Jed Margolin Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12682	Billed
Apr 14/2014	1138500	Meet with Matt Francis Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12682	Billed
Apr 14/2014	1138502	Review email, dated 4/14/14, from Jed Margolin Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12682	Billed
Apr 14/2014	1138507	Draft email to Jason Woodbury regarding stipulation to withdraw motion to dismiss from Zandian Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12682	Billed
Apr 14/2014	1138511	Review and respond to another email, dated 4/14/14, from Jed Margolin Lawyer: APM 0.70 Hrs X 300.00	0.70	210.00	12682	Billed
Apr 14/2014	1138512	Revise declaration for JP Lee, gather old letters regarding same and draft email to JP Lee requesting him to sit Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12682	Billed
Apr 14/2014	1138521	Review email, dated 4/14/14, from Jason Woodbury regarding stipulation to withdraw Zandian's motion to dismiss Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12682	Billed
Apr 14/2014	1138522	Review first draft of Jason Woodbury's proposed stipulation to withdraw Zandian's motion to dismiss Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12682	Billed
Apr 14/2014	1138523	Draft emails to Jason Woodbury regarding proposed stipulation to withdraw Zandian's motion to dismiss Lawyer: NRL 0.50 Hrs X 125.00	0.50	62.50	12682	Billed
Apr 15/2014	1138547	Transmit executed Stipulation and Order to Withdraw Motion to Jason Woodbury Lawyer: APM 0.20 Hrs X 300.00	0.20	60.00	12682	Billed
Apr 15/2014	1138697	Begin review of Zandian's motion to retax, dated 4/9/14 Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12682	Billed
Apr 15/2014	1138698	Review email, dated 4/15/14, from Tiffany Dube regarding request for declaration from JP Lee Lawyer: APM 0.10 Hrs X 300.00	0.10	30.00	12682	Billed
Apr 15/2014	1138699	Review letter, dated 4/15/14, from JP Lee regarding request for declaration Lawyer: MDF 0.50 Hrs X 300.00	0.50	150.00	12682	Billed
Apr 16/2014	1138834	Review motion to retax costs/Emails with APM re: same Lawyer: NRL 0.80 Hrs X 125.00	0.80	100.00	12682	Billed
Apr 16/2014	1138801	Generate report reflecting costs incurred from 6/26/2013 to present; commence preparation of revised Memorandum Lawyer: APM 1.40 Hrs X 300.00	1.40	420.00	12682	Billed
Apr 16/2014	1138816	Finish review of Zandian's motion to retax Lawyer: APM 1.70 Hrs X 300.00	1.70	510.00	12682	Billed
Apr 16/2014	1138817	Begin drafting opposition to Zandian's motion to retax Lawyer: APM 0.30 Hrs X 300.00	0.30	90.00	12682	Billed
Apr 16/2014	1138819	Review and respond to email, dated 4/15/14, from Jed Margolin				

Date	Entry #	Fee / Time Explanation	Hours	Amount	Inv#	Billing Status
Apr 16/2014	1138862	Lawyer: APM 0.30 Hrs X 300.00 Meet with Matt Francis	0.30	90.00	12682	Billed
Apr 16/2014	1138863	Lawyer: APM 0.20 Hrs X 300.00 Draft email to Jed Margolin	0.20	60.00	12682	Billed
Apr 16/2014	1138865	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin	0.10	30.00	12682	Billed
Apr 16/2014	1138866	Lawyer: APM 3.40 Hrs X 300.00 Draft motion for post judgment fees and costs	3.40	1020.00	12682	Billed
Apr 16/2014	1139445	Lawyer: APM 0.10 Hrs X 300.00 Review email, dated 4/16/14, from Jano Barnhurst regarding stipulation to withdraw motion filed by Zandian	0.10	30.00	12682	Billed
Apr 16/2014	1139446	Lawyer: APM 0.10 Hrs X 300.00 Review email, dated 4/15/14, from Jed Margolin	0.10	30.00	12682	Billed
Apr 17/2014	1138879	Lawyer: APM 0.30 Hrs X 300.00 Review and respond to emails, dated 4/18/14, from Jed Margolin	0.30	90.00	12682	Billed
Apr 18/2014	1138926	Lawyer: NRL 0.50 Hrs X 125.00 Generate reports from PCLaw for fees and costs from October 21, 2013 through April 21, 2014	0.50	62.50	12682	Billed
Apr 18/2014	1138927	Lawyer: NRL 1.00 Hrs X 125.00 Review/proof Motion for Order Allowing Costs and APM Dec iso same, compile exhibits	1.00	125.00	12682	Billed
Apr 18/2014	1138937	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin	0.10	30.00	12682	Billed
Apr 18/2014	1138938	Lawyer: APM 1.60 Hrs X 300.00 Finish drafting motion for post judgment fees and costs	1.60	480.00	12682	Billed
Apr 18/2014	1138944	Lawyer: APM 0.10 Hrs X 300.00 Review and respond to email, dated 4/18/14, from Jed Margolin	0.10	30.00	12682	Billed

Unbilled: 0.00 0.00
Billed: 143.40 34812.50
Total: 143.40 34812.50
Percent Billed: 100.00 100.00

*** Summary by Working Lawyer ***

Working Lawyer	Hours				Fees			
	Unbilled Firm %	Billed Firm %	Total	% Bld	Unbilled Firm %	Billed Firm %	Total	% Bld
MPF - Matthew D.	0.00 100.00	14.40 10.04	14.40	100.00	0.00 100.00	4320.00 12.41	4320.00	100.00
APM - Adam P. Mc	0.00 100.00	82.10 57.25	82.10	100.00	0.00 100.00	24630.00 70.75	24630.00	100.00
NRL - Nancy R. Li	0.00 100.00	46.90 32.71	46.90	100.00	0.00 100.00	5862.50 16.84	5862.50	100.00
Firm Total	0.00 100.00	143.40 100.00	143.40	100.00	0.00 100.00	34812.50 100.00	34812.50	100.00

*** Summary by Responsible Lawyer ***

Responsible Lawyer	Hours				Fees			
	Unbilled Firm %	Billed Firm %	Total	% Bld	Unbilled Firm %	Billed Firm %	Total	% Bld
APM - Adam P. Mc	0.00 100.00	143.40 100.00	143.40	100.00	0.00 100.00	34812.50 100.00	34812.50	100.00
Firm Total	0.00 100.00	143.40 100.00	143.40	100.00	0.00 100.00	34812.50 100.00	34812.50	100.00

REPORT SELECTIONS - Client Fees Listing

Layout Template: Default
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 Date Range: Oct/18/2013 To Apr/18/2014
 Matters: 5457.01
 Clients: All
 Major Clients: All
 Client Intro Lawyer: All
 Matter Intro Lawyer: All
 Responsible Lawyer: All
 Assigned Lawyer: All
 Type of Law: All
 Select From: Active, Inactive, Archived Matters
 Matters Sort by: Default
 New Page for Each Lawyer: No
 Firm Totals Only: No
 Client balances only: No
 Matter balances only: No
 Entries Shown - Billed Only: Yes
 Entries Shown - Unbilled: Yes
 Entries Shown - Billable Tasks: Yes

Watson Rounds
Client Fees Listing
Oct/18/2013 To Apr/18/2014
Working Lawyer

Date	Fee / Time		Hours	Amount	Inv#	Billing Status
Entry #	Explanation					
Entries Shown - Write Up/Down Tasks		Yes				
Entries Shown - No Charge Tasks		Yes				
Entries Shown - Non Billable Tasks		Yes				
Working Lawyer		All				

Exhibit 3

Exhibit 3

Date	Received From/Paid To	Chq#	Bld	Trust Activity	
Entry #	Explanation	Rec#	Inv#	Acc	Balance
5457	Margolin, Jed				
5457.01	Patent theft analysis & litigation				Resp Lawyer: APM
Oct 22/2013	Reno/Carson Messenger Service, Ir				
1115832	Process service expense		52.00	124091	
Nov 7/2013	Billing on Invoice 124091				
1117911	FEES 3512.50		0.00	124091	
	DISBS 194.20				
Nov 13/2013	Bank of America				
1118672	Witness fee subpoena for Bank of America	2475	25.00	124555	
Nov 13/2013	Expense Recovery				
1120227	Postage	16627	5.28	124555	
Nov 18/2013	Reno/Carson Messenger Service, Ir				
1119582	Process service expense		52.00	124555	
Dec 9/2013	Billing on Invoice 124555				
1121920	FEES 577.50		0.00	124555	
	DISBS 82.28				
Dec 9/2013	Expense Recovery				
1124586	Photocopies 160 @ 0.25 - Service copies/2 SDTs	16680	40.00	125011	
Dec 10/2013	Charles Schwab & Co., Inc.				
1122115	Witness fee Charles Schwab	2569	25.00	125011	
Dec 10/2013	E-Trade Bank				
1122117	Witness fee - E-Trade Bank	2570	25.00	125011	
Dec 10/2013	Expense Recovery				
1123859	Postage	16668	8.96	125011	
Dec 11/2013	Expense Recovery				
1123860	Postage	16668	24.48	125011	
Dec 11/2013	Expense Recovery				
1124587	Photocopies 570 @ 0.25 - Motion for judgment/debtor exam	16680	142.50	125011	
Dec 12/2013	Reno/Carson Messenger Service, Ir				
1123048	Courier expense		16.00	125011	
Dec 12/2013	Reno/Carson Messenger Service, Ir				
1123301	Courier expense		37.00	125011	
Dec 12/2013	Bank of America				
1123303	Outside coping expense from BofA		115.66	125011	
Dec 18/2013	Expense Recovery				
1124598	Photocopies 126 @ 0.25 - Banking documents	16680	31.50	125011	
Dec 19/2013	Expense Recovery				
1124611	Postage	16680	1.72	125011	
Dec 31/2013	Expense Recovery				
1124658	Legal research documents	16682	153.92	125011	
Jan 9/2014	Expense Recovery				
1128654	Photocopies 640 @ 0.25 - Opposition/request for admissions/order	16712	160.00	125472	
Jan 10/2014	Reno/Carson Messenger Service, Ir				
1125835	Courier expense		16.00	125472	
Jan 13/2014	Billing on Invoice 125011				
1125944	FEES 4527.50		0.00	125011	
	DISBS 621.74				
Jan 16/2014	Expense Recovery				
1128655	Photocopies 64 @ 0.25 - Notice of entry	16712	16.00	125472	
Jan 19/2014	Expense Recovery				
1127892	Postage	16707	6.60	125472	
Jan 29/2014	Reno/Carson Messenger Service, Ir				
1128111	Courier expense		95.00	125472	
Jan 29/2014	Expense Recovery				
1128663	Postage	16712	1.40	125472	
Feb 1/2014	Expense Recovery				
1129997	Legal research documents	16730	59.69	126244	
Feb 10/2014	Billing on Invoice 125472				
1129614	FEES 6510.00		0.00	125472	
	DISBS 295.00				
Feb 10/2014	Expense Recovery				
1131350	Postage	16741	13.60	126244	
Mar 1/2014	Expense Recovery				
1134969	Westlaw litigation documents/downloads	16783	33.09	126514	
Mar 7/2014	Billing on Invoice 126244				
1133801	FEES 5767.50		0.00	126244	
	DISBS 73.29				
Mar 13/2014	Expense Recovery				
1135051	Postage	16784	0.90	126514	
Mar 13/2014	Expense Recovery				
1136514	Photocopies 36 @ 0.25 - Reply	16803	9.00	126514	
Mar 17/2014	Reno/Carson Messenger Service, Ir				
1134803	Courier expense		40.00	126514	
Mar 20/2014	Expense Recovery				
1136522	Postage	16803	0.48	126514	
Mar 31/2014	Expense Recovery				
1137167	Westlaw legal research documents	16810	38.61	126514	
Apr 1/2014	First Judicial District Court				
1136733	Fee for issuance of Writ of Execution	3004	120.00		
Apr 3/2014	Billing on Invoice 126514				

Date	Received From/Paid To	Chq#	----- General -----		Bld	----- Trust Activity -----				
Entry #	Explanation	Rec#	Rcpts	Disbs	Fees	Inv#	Acc	Rcpts	Disbs	Balance
Apr 4/2014	DISBS 122.08 Reno/Carson Messenger Service, Ir									
1137826	Process service expense			65.00						

UNBILLED					BILLED					BALANCES	
TOTALS	CHE	+ RECOV	+ FEES	= TOTAL	DISBS	+ FEES	+ TAX	- RECEIPTS	= A/R	TRUST	
PERIOD	185.00	0.00	8275.00	8460.00	1246.39	25895.00	0.00	30331.09	-3189.70	-1109.14	
END DATE	185.00	0.00	8275.00	8460.00	27048.52	124026.25	0.00	151074.77	0.00	0.00	
General Retainer			5000.00								

UNBILLED					BILLED					BALANCES	
FIRM TOTAL	CHE	+ RECOV	+ FEES	= TOTAL	DISBS	+ FEES	+ TAX	- RECEIPTS	= A/R	TRUST	
PERIOD	185.00	0.00	8275.00	8460.00	1246.39	25895.00	0.00	30331.09	-3189.70	-1109.14	
END DATE	185.00	0.00	8275.00	8460.00	27048.52	124026.25	0.00	151074.77	0.00	0.00	
General Retainer			5000.00								

REPORT SELECTIONS - Client Ledger

Layout Template Default
 Advanced Search Filter None
 Requested by Nancy
 Finished Monday, April 21, 2014 at 02:05:26 PM
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 Matters 5457.01
 Clients All
 Major Clients All
 Client Intro Lawyer All
 Matter Intro Lawyer All
 Responsible Lawyer All
 Assigned Lawyer All
 Type of Law All
 Select From Active, Inactive, Archived Matters
 Matters Sort by Default
 New Page for Each Lawyer No
 New Page for Each Matter No
 No Activity Date Dec/31/2199
 Firm Totals Only No
 Totals Only No
 Entries Shown - Billed Only No
 Entries Shown - Disbursements Yes
 Entries Shown - Receipts No
 Entries Shown - Time or Fees No
 Entries Shown - Trust No
 Incl. Matters with Retainer Bal No
 Incl. Matters with Neg Unblid Disb No
 Trust Account All
 Working Lawyer All
 Include Corrected Entries No
 Show Check # on Paid Payables No
 Show Client Address No
 Consolidate Payments No
 Show Trust Summary by Account No
 Show Interest No
 Interest Up To Apr/21/2014
 Show Invoices that Payments Were Applied to No
 Display Entries in Date Order

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

REC'D & FILED

2014 MAY 12 PM 3:51

ALAN GLOVER
CLERK
BY *[Signature]*
AFFIDAVIT

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

REQUEST FOR SUBMISSION

21
22 Plaintiff through his counsel respectfully requests the following documents be
23 submitted to the Court for decision:

- 24 1) Motion for Order Allowing Costs and Necessary Disbursements and Memorandum
25 of Points and Authorities in Support Thereof, filed April 28, 2014;
26 2) Declaration of Adam McMillen in Support of Motion for Order Allowing Costs
27 and Necessary Disbursements, with supporting exhibits, filed April 28, 2014;

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3) Defendant's Motion to Retax and Settle Costs (Opposition), filed April 30, 2014;
and,

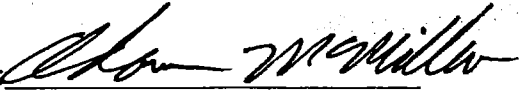
4) Plaintiff's Reply in Support of Motion for Order Allowing Costs and Necessary
Disbursements, filed May 12, 2014.

Affirmation Pursuant to NRS 239B.030

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

DATED: May 12, 2014.

WATSON ROUNDS

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

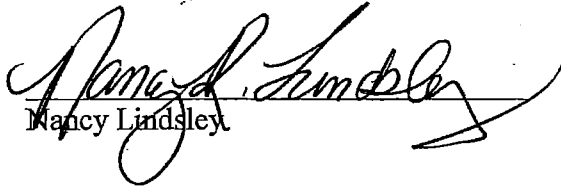
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CERTIFICATE OF SERVICE

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

Jason D. Woodbury
Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, Nevada 89703
Attorneys for Defendant, Reza Zandian

Dated: May 12, 2014


Nancy Lindsley

1 JASON D. WOODBURY
Nevada Bar No. 6870
2 KAEMPFER CROWELL
510 West Fourth Street
3 Carson City, Nevada 89703
Telephone: (775) 884-8300
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JWoodbury@kcnvlaw.com
5 **Attorneys for Reza Zandian**

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2014 MAY 12 PM 4:44
ALAN GLOVER
CLERK
BY W. Adams
DEPUTY

6 IN THE FIRST JUDICIAL DISTRICT COURT
7 OF THE STATE OF NEVADA IN AND FOR
8 CARSON CITY

9 JED MARGOLIN, an individual,
10 Plaintiff,

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

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

18 Defendants.

19
20 **OPPOSITION TO MOTION FOR ORDER**
ALLOWING COSTS AND NECESSARY DISBURSEMENTS

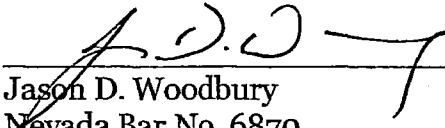
21 COMES NOW, Defendant REZA ZANDIAN ("ZANDIAN"), by and through his
22 attorneys, Kaempfer Crowell, and hereby opposes the *Motion for Order Allowing Costs*
23 *and Necessary Disbursements and Memorandum of Points and Authorities in Support*
24 *Thereof* ("Motion") served by mail on April 25, 2014. This *Opposition* is made pursuant

KAEMPFER CROWELL
510 West Fourth Street
Carson City, Nevada 89703

1 to FJDCR 15(3) and is based on the attached memorandum of points and authorities, all
2 papers and pleadings on file in this matter and any evidence received and arguments
3 entertained by the Court at any hearing on the *Motion*.

4 DATED this 12th day of May, 2014.

5 **KAEMPFER CROWELL**

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15 ***Attorneys for Reza Zandian***

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **A. THE COURT HAS DISCRETION TO AWARD COSTS AND EACH**
3 **PARTY SHOULD BEAR THEIR OWN COSTS IN THIS CASE**

4 The determination of allowable costs is within the sound discretion of the trial
5 court.¹ However, statutes permitting recovery of costs are in derogation of common law,
6 and therefore must be strictly construed.²

7 Here, while Defendant believes each party should bear its own costs, Plaintiff
8 seeks its photocopying costs at a rate of \$0.25 per page.³ NRS 18.005(12) authorizes
9 “[r]easonable costs for photocopies.” If the court is inclined to award costs, the Court
10 should reduce photocopy charges to \$0.15 per page, or a total of \$288.72 for
11 photocopies.⁴

12 **B. AN AWARD OF ATTORNEY’S FEES IS NOT APPROPRIATE AS A**
13 **MATTER OF LAW**

14 It is well settled law in Nevada that the district court may not award attorney fees
15 absent authority under a statute, rule, or contract.⁵ Here, there is no applicable statute
16 or rule and the parties did not enter into an agreement which permits an award of
17 attorney’s fees. Therefore, the American Rule that each party should bear its own
18 attorney’s fees and costs controls, and Plaintiff’s unsupported request for fees should be
19 rejected.

20 \\\

21 \\\

22 ¹ See *Bobby Berosini, Ltd. v. People for the Ethical Treatment of Animals*, 114 Nev. 1348, 1353-54, 971 P.2d 383, 386 (1998) (citing *Bergmann v. Boyce*, 109 Nev. 670, 674, 856 P.2d 560, 563 (1993)).

23 ² See *Gibellini v. Klindt*, 110 Nev. 1201, 1208, 885 P.2d 540, 544-45 (1994); NRS 18.005.

24 ³ See *Declaration of Adam McMillen in Support of Pl.’s Mot. for Order Allowing Costs and Necessary Disbursements at Exhibit 4* (April 25, 2014).

⁴ See *Affidavit of Jano Barnhurst, Exhibit 1 to Motion to Retax and Settle Costs* (April 30, 2014).

⁵ See, e.g., *Horgan v. Felton*, 123 Nev. 577, 583 170 P.3d 982, 986 (2007) (citing *Rowland v. Lepire*, 99 Nev. 308, 315, 662 P.2d 1332, 1336 (1983)).

1 **1. NRS 598.0999(2) does not permit an award of attorney’s fees in this**
2 **case**

3 Plaintiff claims that under its claim for “deceptive trade practices” it is entitled to
4 an award of attorney’s fees under “NRS 598.0999(2).”⁶ While Plaintiff concedes that
5 “NRS 598.0999(2) does not explicitly provide for attorney fees incurred postjudgment,”
6 Plaintiff nonetheless relies exclusively on the authority of NRS 598.0999(2) in the
7 request for an award of fees.

8 However, NRS 598.0999 does not permit an award of attorney’s fees in this case.
9 In pertinent part, that statute provides:

10 Except as otherwise provided in NRS 598.0974, in any action brought
11 pursuant to the provisions of NRS 598.0903 to 598.0999, inclusive, if the court
12 finds that a person has willfully engaged in a deceptive trade practice, *the district*
13 *attorney of any county in this State or the Attorney General bringing the action*
14 *may recover a civil penalty not to exceed \$5,000 for each violation. The court in*
15 *any such action may, in addition to any other relief or reimbursement, award*
16 *reasonable attorney’s fees and costs.*⁷

17 The statutory language “in any such action” refers to the potential action to be
18 brought by the district attorney or the Attorney General in pursuing its civil recourse. It
19 does not refer to an action brought by a Plaintiff in a civil action. Therefore, NRS
20 598.0999(2) does not apply.

21 **2. The district court may not award attorney fees absent authority under**
22 **a statute, rule, or contract.**

23 It is well settled Nevada law that attorney’s fees are not recoverable unless
24 authorized by a statute, rule, or contractual provision.⁸ Here, the American Rule that
each party should bear its own attorney’s fees and costs remains the case, in the absence
of a statute, rule or contract to the contrary. Under the “American Rule,” win or lose,

⁶ See Motion at 3:24-28.

⁷ NRS 598.0999(2) (emphasis added).

⁸ See, e.g., *Horgan*, 123 Nev. at 583 170 P.3d at 986 (citing *Rowland*, 99 Nev. at 315, 662 P.2d at 1336).

1 the parties bear their own legal fees.⁹ The district court may not award attorney fees
2 absent authority under a statute, rule, or contract.¹⁰

3 **3. The court's exercise of discretion in determining the reasonable value**
4 **of an attorney's services arises only when an award of attorney's fees**
5 **is prescribed.**

6 While it is within this Court's discretion to determine the reasonable amount of
7 attorney's fees under a statute or rule, in exercising its discretion, this Court must
8 evaluate the factors set forth in *Brunzell v. Golden Gate National Bank*.¹¹ Here, the
9 Court need not undertake such an analysis because there is no applicable statute or rule
10 which permits an award of fees to the Plaintiff. The *Brunzell* analysis only arises in
11 instances where attorney's fees are prescribed by statute, rule or contract.

12 **4. Even if a *Brunzell* analysis of an award of attorney's fees were**
13 **permissible, Plaintiff's fees are inflated.**

14 This case has been a series of default judgments and did not require years of legal
15 work focused on a specialty in intellectual property. If complex intellectual property
16 issues were involved, it *might*, in general, justify opposing counsel's billable hourly rate.
17 But this case was not driven by intellectual property law, but, rather, involves basic
18 principles concerning the default judgment process. The *Complaint* reflects this fact: it
19 offers up the run of the mill torts against Defendants and only alleges "deceptive trade
20 practices," as the one and only "intellectual property" specialty. Further, not one of the
21 Plaintiff's claims was ever never litigated and brought to a judgment on the merits. In
22 fact, the fees Plaintiff seeks to recover are related solely to post-judgment work that has
23 been performed – not even work that was performed to bring about the default
24 judgment.

⁹ See *Fox v. Vice*, 131 S. Ct. 2205, 2213 (2011).

¹⁰ See *State, Dep't of Human Resources v. Fowler*, 109 Nev. 782, 784, 858 P.2d 375, 376 (1993).

¹¹ 85 Nev. 345, 455 P.2d 31 (1969).

1 The judgment against this Defendant is exclusively by default and therefore, does
2 not impose specialized skill or unusual time and attention to the work performed by
3 counsel in this case. Plaintiff pursued and has only pursued default judgments against
4 all Defendants since the matter's inception. Hence, this case required no specialized
5 legal practice which justifies the hourly rate or justifies collection of an increased fee, if
6 any at all.

7 The *Brunzell* factors evaluate: (1) the qualities of the advocate: his ability, his
8 training, education, experience, professional standing and skill; (2) the character of the
9 work to be done: its difficulty, its intricacy, its importance, time and skill required, the
10 responsibility imposed and the prominence and character of the parties where they
11 affect the importance of the litigation; (3) the work actually performed by the lawyer:
12 the skill, time and attention given to the work; (4) the result: whether the attorney was
13 successful and what benefits were derived.¹² As set forth above, no factor weighs in
14 favor of an award of \$34,632.50 for 6 months of work dedicated to opposing a motion to
15 set aside a default judgment, taking steps to execute against a default judgment, and
16 responding to a notice of appeal.¹³

17 **5. Even if a *Brunzell* analysis of an award of attorney's fees was**
18 **permissible, Plaintiff's requested fees are exclusively for post-**
19 **judgment, pre-appeal work.**

20 Additionally, Plaintiff is asking that the *Brunzell* factors be applied exclusively to
21 post-judgment accrued attorney's fees. The default judgment was obtained on June 24,
22 2013 and Plaintiff is asking for its attorney's fees from "October 18, 2013 to April 18,
23 2014."¹⁴ Therefore, the *Brunzell* factors are applicable—if at all—only to the effort

23 ¹² See *Brunzell*, 85 Nev. at 349, 455 P.2d at 33.

24 ¹³ The appeal has been assigned to the Nevada Supreme Court's settlement program and briefing has been suspended.

¹⁴ *Motion* at 5:22-23.

1 expended in defeating the motion to set aside the default judgment filed on January 9,
2 2014. No fees may be awarded for work performed related to the appeal noticed by
3 Defendant on March 12, 2014.

4 To the extent that the attorney's fees are applied to post-appeal work by Plaintiff's
5 counsel, an award of attorney's fees is prohibited in this case, as well. "There is no
6 provision in the statutes authorizing the district court to award attorney fees incurred on
7 appeal. NRAP 38(b) authorizes only this court [the Nevada Supreme Court] to make
8 such an award if it determines that the appeals process has been misused."¹⁵

9 **C. POST-JUDGMENT INTEREST SHOULD NOT COME DUE BY THIS
10 PREMATURE REQUEST**

11 The postjudgment interest is accounted for in the Court's June 24, 2013 *Default*
12 *Judgment* "until satisfied." And the interest that Plaintiff alleges is due cannot be
13 advanced via the *Motion*. Further, the matter is on appeal as of March 14, 2014.

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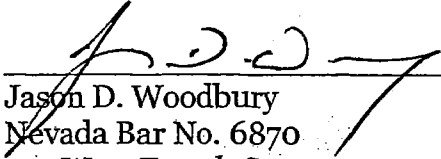
¹⁵ *Board of Gallery of History, Inc. v. Datecs Corp.*, 116 Nev. 286, 288, 994 P. 2d 1149, 1150 (2000).

1 **D. CONCLUSION**

2 For all the reasons set forth herein, it is respectfully requested that this Court
3 DENY Plaintiff's *Motion for Order Allowing Costs and Necessary Disbursements*.

4 DATED this 12th day of May, 2014.

5 **KAEMPFER CROWELL**

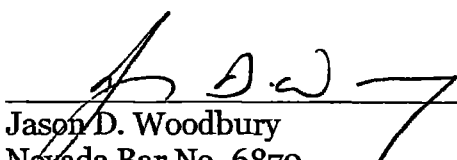
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12 Telephone: (775) 884-8300
13 Facsimile: (775) 882-0257
14 JWoodbury@kcnvlaw.com
15 ***Attorneys for Reza Zandian***

12 **AFFIRMATION pursuant to NRS 239B.030**

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

15 DATED this 12th day of May, 2014.

16 **KAEMPFER CROWELL**

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19 Jason D. Woodbury
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21 510 West Fourth Street
22 Carson City, Nevada 89703
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Attorneys for Reza Zandian

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CERTIFICATE OF SERVICE

Pursuant to NRCp 5(b), I hereby certify that service of the foregoing

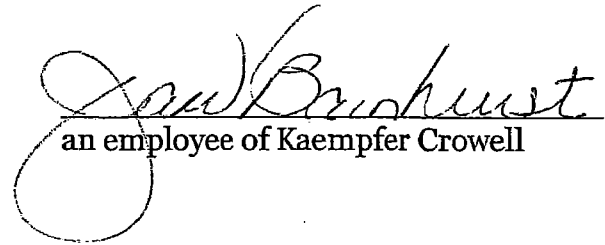
OPPOSITION TO MOTION FOR ORDER ALLOWING COSTS AND

NECESSARY DISBURSEMENTS was made this date by depositing a true copy of

the same for mailing at Carson City, Nevada, addressed to each of the following:

Matthew D. Francis
Adam P. McMillen
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511


DATED this 12th day of May, 2014.


an employee of Kaempfer Crowell

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

REC'D & FILED

2014 MAY 14 PM 4:00

ALAN GLOVER
BY  DEPUTY CLERK

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

12 **JED MARGOLIN, an individual,**

13 **Plaintiff,**

14 **vs.**

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

26 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**AMENDED REQUEST
FOR SUBMISSION**

27 Plaintiff through his counsel amends the Request for Submission filed in this matter on
28 May 12, 2014, to include Defendant's Opposition to Motion for Order Allowing Costs and
Necessary Disbursements which was filed on May 12, 2014.

Plaintiff respectfully requests the following documents be submitted to the Court for
decision:

- 1) Motion for Order Allowing Costs and Necessary Disbursements and Memorandum
of Points and Authorities in Support Thereof, filed April 28, 2014;

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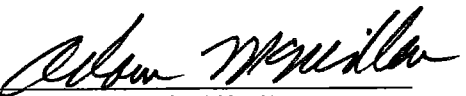
- 2) Declaration of Adam McMillen in Support of Motion for Order Allowing Costs and Necessary Disbursements, with supporting exhibits, filed April 28, 2014;
- 3) Defendant's Motion to Retax and Settle Costs (Opposition), filed April 30, 2014; and,
- 4) Plaintiff's Reply in Support of Motion for Order Allowing Costs and Necessary Disbursements, filed May 12, 2014.
- 5) Opposition to Motion for Order Allowing Costs and Necessary Disbursements, filed May 12, 2014. (NOTE: The Opposition contains essentially the same arguments which were set forth in Defendant's Motion to Retax and Settle Costs filed April 30, 2014).

Affirmation Pursuant to NRS 239B.030

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

DATED: May 14, 2014.

WATSON ROUNDS

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

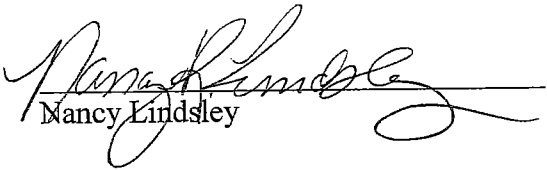
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CERTIFICATE OF SERVICE

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

Jason D. Woodbury
Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, Nevada 89703
Attorneys for Defendant, Reza Zandian

Dated: May 14, 2014


Nancy Lindsley

1 Case No.: 090C00579 1B

2 Dept. No.: 1

REC'D & FILED

2015 MAY 19 PM 2: 22

ALAN BLOVER

BY  CLERK
DEPUTY

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

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11 JED MARGOLIN, an individual,
12 Plaintiff,

13 vs.

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

25 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**ORDER ON MOTION FOR ORDER
ALLOWING COSTS AND
NECESSARY DISBURSEMENTS
AND MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT
THEREOF**

22 This matter comes before the Court on Plaintiff Jed Margolin's ("Margolin") Motion
23 for Order Allowing Costs and Necessary Disbursements and Memorandum of Points and
24 Authorities in Support Thereof, filed on April 28, 2014. On April 30, 2014, Defendant Reza
25 Zandian ("Zandian") filed a Motion to Retax and Settle Costs, wherein Defendant Zandian
26 addressed Margolin's Motion for Order Allowing Costs and Necessary Disbursements. On
27 May 12, 2014, Zandian served an Opposition to Motion for Order Allowing Costs and
28

1 Necessary Disbursements, which restates the arguments included in the Motion to Retax. On
2 May 12, 2014, Margolin filed a Reply in Support of the Motion for Order Allowing Costs and
3 Necessary Disbursements and Margolin also filed a Request for Submission on the same date.
4 On May 14, 2014, Margolin filed an Amended Request for Submission, finally submitting the
5 Motion for Order Allowing Costs and Necessary Disbursements to the Court for decision.

6 Based upon the following facts and conclusions of law, the Motion for Order Allowing
7 Costs and Necessary Disbursements is hereby GRANTED.

8
9 **I. Postjudgment Costs**

10 Zandian does not dispute Margolin is allowed postjudgment costs under NRS 18.160
11 and NRS 18.170. Zandian does not dispute the requested research, witness fees or process
12 service/courier costs. Zandian only requests that the Court reduce the photocopy charges from
13 \$0.25 to \$0.15 per page. Zandian relies upon what the "FedEx Office" in Carson City charges
14 for copies to demonstrate that Margolin's rate of \$0.25 per page is not reasonable.

15 Margolin cites to the First Judicial District Court's own fee schedule for copy charges,
16 which shows the Court charges \$0.50 per page for copies. The District Court's own fee
17 schedule is a better exemplar of what reasonable copy charges should be in this matter. The
18 rate of \$0.25 per page is half of what the Court charges for legal copies and the Court finds
19 that \$0.25 is reasonable under the circumstances. Therefore, Margolin's copy charges will not
20 be reduced and are awarded in full in the amount requested. Since Zandian did not oppose the
21 other costs, Margolin is granted his costs pursuant to NRS 18.160 and NRS 18.170, as follows:

22
23 **COSTS (October 18, 2013 THROUGH April 18, 2014):**

24
25 Postage/photocopies (in-house) \$ 481.20
26 Research 285.31
27 Witness Fees (Subpoenas) 215.66
28 Process service/courier fees 373.00
\$1,355.17

1 **II. Postjudgment Attorney's Fees**

2 Zandian argued that there is no applicable statute or rule upon which postjudgment
3 attorney's fees can be awarded to Margolin and that the parties did not enter into an agreement
4 which affords attorney's fees and therefore Margolin's request for postjudgment attorney's
5 fees should be denied. Further, Zandian argues that NRS 598.0999(2) does not permit an
6 award of attorney's fees in this case.

7 However, NRS 598.0999(2) is applicable to any action filed pursuant to the provisions
8 of NRS 598.0903 to 598.0999, inclusive. Accordingly, Margolin should be awarded his
9 postjudgment fees pursuant to the Deceptive Trade Practices statute.
10

11 **a. NRS 598.0999(2) provides for an award of attorney's fees**

12 NRS 598.0999(2) states as follows:

13 Except as otherwise provided in NRS 598.0974, in any action brought pursuant
14 to the provisions of NRS 598.0903 to 598.0999, inclusive, if the court finds that
15 a person has willfully engaged in a deceptive trade practice, the district attorney
16 of any county in this State or the Attorney General bringing the action may
17 recover a civil penalty not to exceed \$5,000 for each violation. The court in any
18 such action may, in addition to any other relief or reimbursement, award
19 reasonable attorney's fees and costs.

20 NRS 598.0999(2) (emphasis added).

21 Thus, the phrase, "provisions of NRS 598.0903 to 598.0999," encompasses all actions
22 brought under those sections. The language, "any action brought pursuant to the provisions of
23 NRS 598.0903 to 598.0999," does not limit Deceptive Trade Practices actions to district
24 attorneys or the Attorney General. The only limitation in NRS 598.0999(2) relates to the
25 district attorney's and the Attorney General being able to pursue the \$5,000 civil penalty. In
26 contrast, the last sentence of NRS 598.0999(2) stands alone and does not limit attorney fee
27 awards to district attorneys or the Attorney General and allows the Court, in any Deceptive
28 Trade Practices action, to "award reasonable attorney's fees and costs." NRS 598.0999(2).

1 As NRS 598.0999(2) provides for attorney's fees based upon actions filed pursuant to
2 the provisions of NRS 598.0903 to 598.0999, inclusive, and since NRS 598.0999(2) does not
3 exclude postjudgment attorney fees, Margolin's attorney's fees are hereby awarded for having
4 to incur fees enforcing the judgment on the deceptive trade practices claim.

5 **b. Margolin's attorneys' fees are reasonable**

6 "In Nevada, 'the method upon which a reasonable fee is determined is subject to the
7 discretion of the court,' which 'is tempered only by reason and fairness.'" *Shuette v. Beazer*
8 *Homes Holdings Corp.*, 124 P. 3d 530, 121 Nev. 837 (2005) (citing *University of Nevada v.*
9 *Tarkanian*, 110 Nev. 581, 594, 591, 879 P.2d 1180, 1188, 1186 (1994)). "Accordingly, in
10 determining the amount of fees to award, the court is not limited to one specific approach; its
11 analysis may begin with any method rationally designed to calculate a reasonable amount,
12 including those based on a 'lodestar' amount or a contingency fee." *Id.* (citations omitted).
13 "The lodestar approach involves multiplying 'the number of hours reasonably spent on the
14 case by a reasonable hourly rate.'" *Id.* at n. 98 (citing *Herbst v. Humana Health Ins. of*
15 *Nevada*, 105 Nev. 586, 590, 781 P.2d 762, 764 (1989)).

16 Before awarding attorney's fees, the district court must make findings concerning the
17 reasonableness of the award, as required by *Brunzell v. Golden Gate National Bank*, 455 P.2d
18 31, 85 Nev. 345 (1969) and *Shuette v. Beazer Homes Holdings Corp.*, 124 P. 3d 530, 121 Nev.
19 837 (2005). See *Barney v. Mt. Rose Heating & Air Conditioning*, 124 Nev. 821, 829-30, 192
20 P.3d 730, 735-7 (2008).

21 According to *Brunzell*, the factors that the district court should consider in awarding
22 attorney fees, with no one factor controlling, is as follows:

- 23 (1) the advocate's qualities, including ability, training, education, experience,
24 professional standing, and skill;
25 (2) the character of the work, including its difficulty, intricacy, importance, as
26 well as the time and skill required, the responsibility imposed, and the
27 prominence and character of the parties when affecting the importance of the
28 litigation;

- 1 (3) the work performed, including the skill, time, and attention given to the
work; and
- 2 (4) the result—whether the attorney was successful and what benefits were
derived.

3 *Barney*, 192 P.3d at 736 (citing *Brunzell*, 85 Nev. at 349, 455 P.2d at 33). According to
4 *Shuette*, the district court is required to “provide[] sufficient reasoning and findings in support
5 of its ultimate determination.” *Id.* (citing *Shuette*, 121 Nev. at 865, 124 P.3d at 549).
6

7 Margolin concedes that he is not currently entitled to attorney’s fees that are incurred
8 on appeal. See *Bd. of Gallery of History, Inc. v. Datecs Corp.*, 116 Nev. 286, 288, 994 P.2d
9 1149, 1150 (2000). However, as stated above, Margolin is entitled to his postjudgment
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15 The amount of attorney’s fees awarded only includes reasonable attorney’s fees from
16 October 18, 2013 to April 18, 2014, as follows: 11.4 hours of work performed by attorney
17 Matthew D. Francis at \$300 per-hour (\$3,420.00); 75.3 hours of work performed by attorney
18 Adam P. McMillen at \$300 per-hour (\$22,590.00); and 41.9 hours of work performed by
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20 under the *Brunzell* factors as follows.
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- 22 (1) **Factors 1 and 2 - The Advocate’s Qualities, Including Ability, Training,
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24 The issues related to this case included: (a) whether Plaintiff’s patents were entitled to
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27 issues, and the unique facts surrounding them, involved careful consideration and research. In
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23 Margolin prevailed on all of his causes of action in this case. Margolin's case against
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14 **IV. Conclusion**

15 Based upon the above, the Motion for Order Allowing Costs and Necessary
16 Disbursements is GRANTED in full. Therefore, Margolin is awarded his postjudgment costs,
17 from October 18, 2013 through April 18, 2014, in the amount of \$1,355.17. Margolin is
18 awarded his postjudgment attorney's fees in the amount of \$31,247.50. Margolin is awarded
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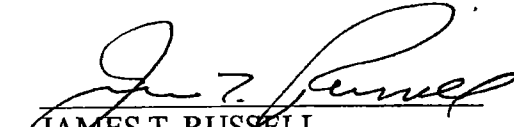
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1 The total amount awarded to Margolin herein is \$96,287.07. This award shall be added
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4 Order. Payment shall be made payable to the Watson Rounds Trust Account or to Jed
5 Margolin. Payment shall be delivered to the law office of Watson Rounds.

6 DATED: This 19 day of May, 2014.

IT IS SO ORDERED:

7
8
9 
10 JAMES T. RUSSELL
DISTRICT COURT JUDGE

11
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13
14
15
16 Respectfully submitted by,

17 WATSON ROUNDS, P.C.

18 By: _____
19 Adam P. McMillen, Esquire
20 Nevada Bar No. 10678
21 5371 Kietzke Lane
22 Reno, NV 89511
23 Telephone: (775) 324-4100
24 Facsimile: (775) 333-8171
25 Email: amcmillen@watsonrounds.com
26 Attorneys for Plaintiff
27
28

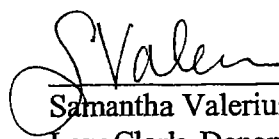
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CERTIFICATE OF MAILING

I hereby certify that on the 19th day of May, 2014, I placed a copy of the foregoing in the United States Mail, postage prepaid, addressed as follows:

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

Jason D. Woodbury
Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, NV 89703



Samantha Valerius
Law Clerk, Department I

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

REC'D & FILED
2014 MAY 21 AM 11:15
ALAN GLOVER
CLERK
BY *[Signature]*
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**In The First Judicial District Court of the State of Nevada
In and for Carson City**

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**NOTICE OF ENTRY OF ORDER ON
MOTION FOR ORDER ALLOWING
COSTS AND NECESSARY
DISBURSEMENTS**

TO: All parties:

PLEASE TAKE NOTICE that on May 19, 2014 the Court entered its Order on
Motion for Order Allowing Costs and Necessary Disbursements. A true and correct copy of
such order is attached hereto as Exhibit 1

Affirmation Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the


///

///

1 social security number of any person.

2 DATED: May 20, 2014.

WATSON ROUNDS

3
4 By: 
5 Matthew D. Francis
6 Adam P. McMillen
7 Watson Rounds
8 5371 Kietzke Lane
9 Reno, NV 89511

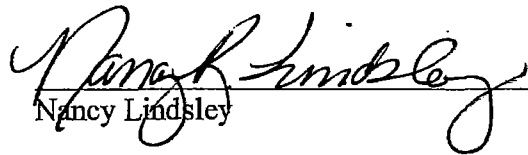
10 Attorneys for Plaintiff Jed Margolin
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, NOTICE OF ENTRY OF ORDER ON MOTINO
5 FOR ORDER ALLOWING COSTS AND NECESSARY DISBURSEMENTS, addressed as
6 follows:

7 Jason D. Woodbury
8 Severin A. Carlson
9 Kaempfer Crowell
10 510 West Fourth Street
11 Carson City, NV 89703

12 Dated: This 20th day of May, 2014.

13 
14 Nancy Lindsley
15
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28

1 Necessary Disbursements, which restates the arguments included in the Motion to Retax. On
2 May 12, 2014, Margolin filed a Reply in Support of the Motion for Order Allowing Costs and
3 Necessary Disbursements and Margolin also filed a Request for Submission on the same date.
4 On May 14, 2014, Margolin filed an Amended Request for Submission, finally submitting the
5 Motion for Order Allowing Costs and Necessary Disbursements to the Court for decision.

6 Based upon the following facts and conclusions of law, the Motion for Order Allowing
7 Costs and Necessary Disbursements is hereby GRANTED.

8 **I. Postjudgment Costs**

9 Zandian does not dispute Margolin is allowed postjudgment costs under NRS 18.160
10 and NRS 18.170. Zandian does not dispute the requested research, witness fees or process
11 service/courier costs. Zandian only requests that the Court reduce the photocopy charges from
12 \$0.25 to \$0.15 per page. Zandian relies upon what the "FedEx Office" in Carson City charges
13 for copies to demonstrate that Margolin's rate of \$0.25 per page is not reasonable.
14

15 Margolin cites to the First Judicial District Court's own fee schedule for copy charges,
16 which shows the Court charges \$0.50 per page for copies. The District Court's own fee
17 schedule is a better exemplar of what reasonable copy charges should be in this matter. The
18 rate of \$0.25 per page is half of what the Court charges for legal copies and the Court finds
19 that \$0.25 is reasonable under the circumstances. Therefore, Margolin's copy charges will not
20 be reduced and are awarded in full in the amount requested. Since Zandian did not oppose the
21 other costs, Margolin is granted his costs pursuant to NRS 18.160 and NRS 18.170, as follows:
22

23 **COSTS (October 18, 2013 THROUGH April 18, 2014):**

24 Postage/photocopies (in-house) \$ 481.20
25 Research 285.31
26 Witness Fees (Subpoenas) 215.66
27 Process service/courier fees 373.00
28 \$1,355.17

II. Postjudgment Attorney's Fees

1
2 Zandian argued that there is no applicable statute or rule upon which postjudgment
3 attorney's fees can be awarded to Margolin and that the parties did not enter into an agreement
4 which affords attorney's fees and therefore Margolin's request for postjudgment attorney's
5 fees should be denied. Further, Zandian argues that NRS 598.0999(2) does not permit an
6 award of attorney's fees in this case.

7 However, NRS 598.0999(2) is applicable to any action filed pursuant to the provisions
8 of NRS 598.0903 to 598.0999, inclusive. Accordingly, Margolin should be awarded his
9 postjudgment fees pursuant to the Deceptive Trade Practices statute.
10

a. NRS 598.0999(2) provides for an award of attorney's fees

11
12 NRS 598.0999(2) states as follows:

13 Except as otherwise provided in NRS 598.0974, in any action brought pursuant
14 to the provisions of NRS 598.0903 to 598.0999, inclusive, if the court finds that
15 a person has willfully engaged in a deceptive trade practice, the district attorney
16 of any county in this State or the Attorney General bringing the action may
17 recover a civil penalty not to exceed \$5,000 for each violation. The court in any
18 such action may, in addition to any other relief or reimbursement, award
19 reasonable attorney's fees and costs.

20 NRS 598.0999(2) (emphasis added).

21 Thus, the phrase, "provisions of NRS 598.0903 to 598.0999," encompasses all actions
22 brought under those sections. The language, "any action brought pursuant to the provisions of
23 NRS 598.0903 to 598.0999," does not limit Deceptive Trade Practices actions to district
24 attorneys or the Attorney General. The only limitation in NRS 598.0999(2) relates to the
25 district attorney's and the Attorney General being able to pursue the \$5,000 civil penalty. In
26 contrast, the last sentence of NRS 598.0999(2) stands alone and does not limit attorney fee
27 awards to district attorneys or the Attorney General and allows the Court, in any Deceptive
28 Trade Practices action, to "award reasonable attorney's fees and costs." NRS 598.0999(2).

1 As NRS 598.0999(2) provides for attorney's fees based upon actions filed pursuant to
2 the provisions of NRS 598.0903 to 598.0999, inclusive, and since NRS 598.0999(2) does not
3 exclude postjudgment attorney fees, Margolin's attorney's fees are hereby awarded for having
4 to incur fees enforcing the judgment on the deceptive trade practices claim.

5 **b. Margolin's attorneys' fees are reasonable**

6 "In Nevada, 'the method upon which a reasonable fee is determined is subject to the
7 discretion of the court,' which 'is tempered only by reason and fairness.'" *Shuette v. Beazer*
8 *Homes Holdings Corp.*, 124 P.3d 530, 121 Nev. 837 (2005) (citing *University of Nevada v.*
9 *Tarkanian*, 110 Nev. 581, 594, 591, 879 P.2d 1180, 1188, 1186 (1994)). "Accordingly, in
10 determining the amount of fees to award, the court is not limited to one specific approach; its
11 analysis may begin with any method rationally designed to calculate a reasonable amount,
12 including those based on a 'lodestar' amount or a contingency fee." *Id.* (citations omitted).
13 "The lodestar approach involves multiplying 'the number of hours reasonably spent on the
14 case by a reasonable hourly rate.'" *Id.* at n. 98 (citing *Herbst v. Humana Health Ins. of*
15 *Nevada*, 105 Nev. 586, 590, 781 P.2d 762, 764 (1989)).

16
17 Before awarding attorney's fees, the district court must make findings concerning the
18 reasonableness of the award, as required by *Brunzell v. Golden Gate National Bank*, 455 P.2d
19 31, 85 Nev. 345 (1969) and *Shuette v. Beazer Homes Holdings Corp.*, 124 P.3d 530, 121 Nev.
20 837 (2005). See *Barney v. Mt. Rose Heating & Air Conditioning*, 124 Nev. 821, 829-30, 192
21 P.3d 730, 735-7 (2008).

22
23 According to *Brunzell*, the factors that the district court should consider in awarding
24 attorney fees, with no one factor controlling, is as follows:

- 25
26 (1) the advocate's qualities, including ability, training, education, experience,
27 professional standing, and skill;
28 (2) the character of the work, including its difficulty, intricacy, importance, as
well as the time and skill required, the responsibility imposed, and the
prominence and character of the parties when affecting the importance of the
litigation;

- 1 (3) the work performed, including the skill, time, and attention given to the
work; and
2 (4) the result—whether the attorney was successful and what benefits were
derived.

3 *Barney*, 192 P.3d at 736 (citing *Brunzell*, 85 Nev. at 349, 455 P.2d at 33). According to
4 *Shuette*, the district court is required to “provide[] sufficient reasoning and findings in support
5 of its ultimate determination.” *Id.* (citing *Shuette*, 121 Nev. at 865, 124 P.3d at 549).
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7 Margolin concedes that he is not currently entitled to attorney’s fees that are incurred
8 on appeal. *See Bd. of Gallery of History, Inc. v. Datecs Corp.*, 116 Nev. 286, 288, 994 P.2d
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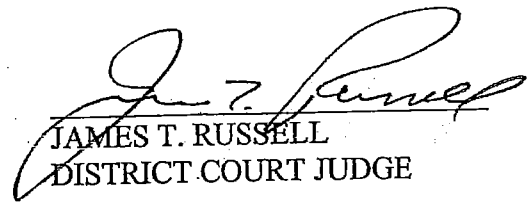
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5 Margolin. Payment shall be delivered to the law office of Watson Rounds.

6 DATED: This 19 day of May, 2014.

IT IS SO ORDERED:

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9 JAMES T. RUSSELL
10 DISTRICT COURT JUDGE
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16 Respectfully submitted by,

17 WATSON ROUNDS, P.C.

18 By: _____
19 Adam P. McMillen, Esquire
20 Nevada Bar No. 10678
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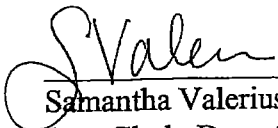
CERTIFICATE OF MAILING

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Nevada Bar No. 6870
2 KAEMPFER CROWELL
510 West Fourth Street
3 Carson City, Nevada 89703
Telephone: (775) 884-8300
4 Facsimile: (775) 882-0257
jwoodbury@kcnvlaw.com
5 **Attorneys for Reza Zandian**

REC'D & FILED

2014 JUN -9 PM 6:32

ALAN CLOVER
BY **C. Cooper** CLERK
DEPUTY

6 IN THE FIRST JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA IN AND FOR
7 CARSON CITY

9 JED MARGOLIN, an individual,

10 Plaintiff,

11 vs.

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

18 Defendants.

Case No. 09 OC 00579 1B

Dept. No. I

19
20 **NOTICE**

21 **TO: THE HONORABLE JAMES T. RUSSELL, DISTRICT JUDGE,
FIRST JUDICIAL DISTRICT COURT OF THE STATE OF
22 NEVADA IN AND FOR CARSON CITY;**

23 **TO: JED MARGOLIN, PLAINTIFF; and**

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**TO: MATTHEW D. FRANCIS
ADAM P. McMILLEN
WATSON ROUNDS, ATTORNEYS OF RECORD FOR JED
MARGOLIN**

On May 19, 2014, this Court issued its *Order on Motion for Order Allowing Costs and Necessary Disbursements and Memorandum of Points and Authorities in Support Thereof* (“*Order*”) in this case. The *Order* awarded the sum of \$96,287.07 in interest, costs and fees to Plaintiff, Jed Margolin. The *Order* states, “Payment of this award shall be made within 10 days of notice of entry of this *Order*.” *Order* at 9:3-4. *Notice of Entry of Order on Motion for Order Allowing Costs and Necessary Disbursements* (“*Notice*”) was served by mail on May 20, 2014. Allowing three days for service, June 9, 2014 is the tenth judicial day from service of the *Notice*, and the date the *Order* calls for payment.

Defendant, REZA ZANDIAN (“ZANDIAN”), by and through his attorneys of record, KAEMPFER CROWELL, hereby provides notice that he is unable to pay the sum of \$96,287.07 as ordered by this Court. It is respectfully submitted that notice of

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KAEMPFER CROWELL
510 West Fourth Street
Carson City, Nevada 89703

1 ZANDIAN's inability to pay is presented in good faith and not for the purpose of delay or
2 any other improper purpose in this matter.

3 DATED this 9th day of June, 2014.

4 KAEMPFER CROWELL RENSHAW
5 GRONAUER & FIORENTINO

6 BY: 

7 JASON D. WOODBURY
8 Nevada Bar No. 6870
9 KAEMPFER CROWELL
10 510 West Fourth Street
11 Carson City, Nevada 89703
12 Telephone: (775) 884-8300
13 Facsimile: (775) 882-0257
14 jwoodbury@kcnvlaw.com
15 ***Attorneys for Reza Zandian***

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KAEMPFER CROWELL
510 West Fourth Street
Carson City, Nevada 89703

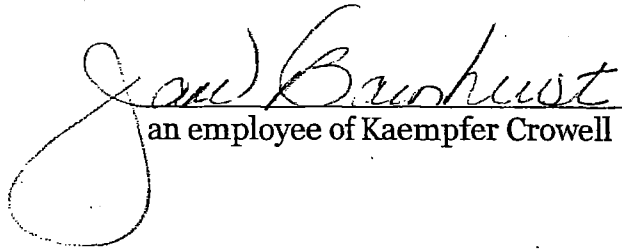
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CERTIFICATE OF SERVICE

Pursuant to NRAP 25(d) and NRCP 5(b), I hereby certify that service of the foregoing **NOTICE** was made this date by depositing a true copy of the same for mailing at Carson City, Nevada, first class postage pre-paid, addressed to each of the following:

Matthew D. Francis
Adam P. McMillen
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511

DATED this 9 day of June, 2014.


an employee of Kaempfer Crowell

ORIGINAL

REC'D & FILED

2014 JUN 18 PM 3:34

ALAN GLOVER
BY *[Signature]* CLERK
DEPUTY

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

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

13 JED MARGOLIN, an individual,
14
15 Plaintiff,

Case No.: 090C00579 1B

Dept. No.: 1

16 vs.

MOTION FOR WRIT OF EXECUTION

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

28 Defendants.

Plaintiff Jed Margolin ("Plaintiff"), by and through his attorneys of record, hereby files the following Motion for Writ of Execution:

POINTS AND AUTHORITIES

On June 24, 2013, the Court entered Default Judgment against Defendants. In the Default Judgment, the Court entered judgment in favor of Plaintiff against Defendants, jointly and severally, in the sum of \$1,495,775.74, plus interest at the legal rate, pursuant to NRS 17.130, therein from the date of default until the judgment is satisfied. On May 19, 2014, the

1 Court entered an Order Allowing Costs and Necessary Disbursements, allowing post-judgment
2 costs (\$1,355.17), post-judgment attorney's fees (\$31,247.50) and post-judgment interest
3 (\$63,684.40), for a total of \$96,287.07 in post-judgment costs, fees and interest. The Court
4 ordered that the \$96,287.07 be paid by Defendants within 10 days of notice of entry of the
5 Order. Notice of entry of the Order was served on May 20, 2014. On June 9, 2014, Defendant
6 Reza Zandian filed a notice with the Court that he was unable to pay the \$96,287.07 as ordered
7 by the Court.

8 As such, Plaintiff requests that the Court authorize all applicable County Sheriffs in the
9 State of Nevada to execute the Judgment through the seizure of Defendants' bank accounts,
10 investment accounts, certificates of deposit, annuities, wages, and real and personal property.
11 Such an order is appropriate here as no security has been provided to protect the Judgment
12 entered by this Court. Defendants have not obtained a stay of enforcement or posted a bond
13 which would prevent execution of the Judgment.

14 Based on the foregoing and the attached Second Memorandum of Post-Judgment Costs
15 and Fees, attached hereto as Exhibit 1, Plaintiff hereby requests that the Court direct the Court
16 Clerk to issue the attached Writs of Execution, attached hereto as Exhibit 2, so that the
17 Washoe County Sheriff and the Clark County Constable may assist Plaintiff in executing the
18 Default Judgment against Defendants. If those properties are not enough to satisfy the
19 Judgment, Plaintiff requests that the Court order and direct that any further appropriate writs of
20 execution that are provided to the Court Clerk by Plaintiff also be issued, until the Judgment is
21 satisfied.

22 ///

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AFFIRMATION PURSUANT TO NRS 239B.030

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

DATED: June 17, 2014.

WATSON ROUNDS

By: *Adam P. McMillen*

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

1
2 Pursuant to NRCPC 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, MOTION FOR WRIT OF EXECUTION,
5 addressed as follows:

6 Jason D. Woodbury
7 Severin A. Carlson
8 Kaempfer Crowell
9 510 West Fourth Street
10 Carson City, Nevada 89703
11 *Attorneys for Defendant, Reza Zandian*

12 Dated: June 18, 2014

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Marilyn Marsh

INDEX OF EXHIBITS

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Exhibit No.	Description	Pages
1	Second Memorandum of Post-Judgment Costs and Fees	5
2	Writs of Execution (10 original – Washoe County; 2 original Clark County)	37

1 JASON D. WOODBURY
Nevada Bar No. 6870
2 KAEMPFER CROWELL
510 West Fourth Street
3 Carson City, Nevada 89703
Telephone: (775) 884-8300
4 Facsimile: (775) 882-0257
jwoodbury@kcnvlaw.com
5 **Attorneys for Reza Zandian**

2014 JUN 23 PM 4:10

Electronically Filed
Jun 30 2014 11:35 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

6 IN THE FIRST JUDICIAL DISTRICT COURT
7 OF THE STATE OF NEVADA IN AND FOR
8 CARSON CITY

9 JED MARGOLIN, an individual,

10 Plaintiff,

11 vs.

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

18 Defendants.

Case No. 09 OC 00579 1B

Dept. No. I

19
20 **NOTICE OF APPEAL**

21 Notice is hereby given that REZA ZANDIAN, a Defendant above-named, hereby
22 appeals to the Supreme Court of Nevada from the *Order on Motion for Order Allowing*
23 *Costs and Necessary Disbursements and Memorandum of Points and Authorities in*
24 *Support Thereof* entered in this action on the 19th day of May, 2014. A *Notice of Entry*
of Order on Motion for Order Allowing Costs and Necessary Disbursements was served

Page .

1 by mail upon counsel for Reza Zandian on June 20, 2014, true and correct copy of which
2 is attached to this *Notice of Appeal* as Exhibit 1. A cash deposit in the amount of
3 \$500.00 has been submitted herewith as evidence by the *Notice of Cash Deposit in Lieu*
4 *of Bond* filed contemporaneously herewith.

5 DATED this 23rd day of June, 2014.

6 KAEMPFER CROWELL RENSHAW
7 GRONAUER & FIORENTINO

8 BY:  #1027/pe

JASON D. WOODBURY
Nevada Bar No. 6870
KAEMPFER CROWELL
510 West Fourth Street
Carson City, Nevada 89703
Telephone: (775) 884-8300
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jwoodbury@kcnvlaw.com
Attorneys for Reza Zandian

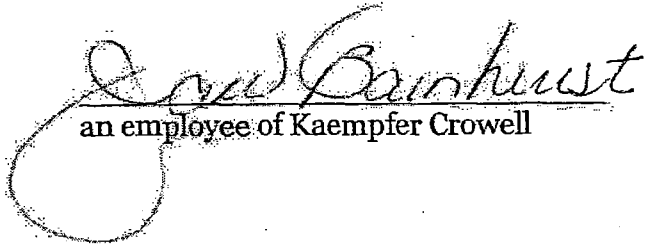
CERTIFICATE OF SERVICE

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Pursuant to NRAP 25(d) and NRCP 5(b), I hereby certify that service of the foregoing **NOTICE OF APPEAL** was made this date by depositing a true copy of the same for mailing at Carson City, Nevada, first class postage pre-paid, addressed to each of the following:

Matthew D. Francis
Adam P. McMillen
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511

DATED this 23 day of June, 2014.


an employee of Kaempfer Crowell

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JED MARGOLIN, an individual,
Plaintiff,

vs.

**OPTIMA TECHNOLOGY CORPORATION, a California corporation,
OPTIMA TECHNOLOGY CORPORATION, a Nevada corporation,
REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka
GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka
G. REZA JAZI aka GHONOREZA ZANDIAN JAZI, an individual,
DOE Companies 1-10, DOE Corporations 11-20, and DOE Individuals 21-30,**
Defendants.

First Judicial District Court of the State of Nevada in and for Carson City

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

NOTICE OF APPEAL

Exhibit List

Exhibit No.	Description of Exhibit	Exhibit Pages
1	<i>Notice of Entry of Order on Motion for Order Allowing Costs and Necessary Disbursements (May 20, 2014)</i>	13

EXHIBIT 1

EXHIBIT 1

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

6
7 **In The First Judicial District Court of the State of Nevada**
8 **In and for Carson City**
9

10 JED MARGOLIN, an individual,

11 Plaintiff,

12 vs.

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

Case No.: 090C00579 1B

Dept. No.: 1

**NOTICE OF ENTRY OF ORDER ON
MOTION FOR ORDER ALLOWING
COSTS AND NECESSARY
DISBURSEMENTS**

21 TO: All parties:

22 PLEASE TAKE NOTICE that on May 19, 2014 the Court entered its Order on
23 Motion for Order Allowing Costs and Necessary Disbursements. A true and correct copy of
24 such order is attached hereto as Exhibit 1

25 **Affirmation Pursuant to NRS 239B.030**

26 The undersigned does hereby affirm that the preceding document does not contain the

27 ///

28 ///

1 social security number of any person.

2 DATED: May 20, 2014.

WATSON ROUNDS

3
4 By: 

5 Matthew D. Francis
6 Adam P. McMillen
7 Watson Rounds
8 5371 Kietzke Lane
9 Reno, NV 89511

10 Attorneys for Plaintiff Jed Margolin

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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, NOTICE OF ENTRY OF ORDER ON MOTINO
5 FOR ORDER ALLOWING COSTS AND NECESSARY DISBURSEMENTS, addressed as
6 follows:

7 Jason D. Woodbury
8 Severin A. Carlson
9 Kaempfer Crowell
10 510 West Fourth Street
11 Carson City, NV 89703

12 Dated: This 20th day of May, 2014.

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14 Nancy Lindsley
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Case No.: 090C00579 1B

Dept. No.: 1

REC'D & FILED

MAY 19 PM 2:22

ALAN GLOVER
BY CLERK
DEPUTY

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

JED MARGOLIN, an individual,
Plaintiff,

vs.

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

Case No.: 090C00579 1B

Dept. No.: 1

ORDER ON MOTION FOR ORDER
ALLOWING COSTS AND
NECESSARY DISBURSEMENTS
AND MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT
THEREOF

This matter comes before the Court on Plaintiff Jed Margolin's ("Margolin") Motion for Order Allowing Costs and Necessary Disbursements and Memorandum of Points and Authorities in Support Thereof, filed on April 28, 2014. On April 30, 2014, Defendant Reza Zandian ("Zandian") filed a Motion to Retax and Settle Costs, wherein Defendant Zandian addressed Margolin's Motion for Order Allowing Costs and Necessary Disbursements. On May 12, 2014, Zandian served an Opposition to Motion for Order Allowing Costs and

1 Necessary Disbursements, which restates the arguments included in the Motion to Retax. On
2 May 12, 2014, Margolin filed a Reply in Support of the Motion for Order Allowing Costs and
3 Necessary Disbursements and Margolin also filed a Request for Submission on the same date.
4 On May 14, 2014, Margolin filed an Amended Request for Submission, finally submitting the
5 Motion for Order Allowing Costs and Necessary Disbursements to the Court for decision.

6 Based upon the following facts and conclusions of law, the Motion for Order Allowing
7 Costs and Necessary Disbursements is hereby GRANTED.

8
9 **I. Postjudgment Costs**

10 Zandian does not dispute Margolin is allowed postjudgment costs under NRS 18.160
11 and NRS 18.170. Zandian does not dispute the requested research, witness fees or process
12 service/courier costs. Zandian only requests that the Court reduce the photocopy charges from
13 \$0.25 to \$0.15 per page. Zandian relies upon what the "FedEx Office" in Carson City charges
14 for copies to demonstrate that Margolin's rate of \$0.25 per page is not reasonable.

15 Margolin cites to the First Judicial District Court's own fee schedule for copy charges,
16 which shows the Court charges \$0.50 per page for copies. The District Court's own fee
17 schedule is a better exemplar of what reasonable copy charges should be in this matter. The
18 rate of \$0.25 per page is half of what the Court charges for legal copies and the Court finds
19 that \$0.25 is reasonable under the circumstances. Therefore, Margolin's copy charges will not
20 be reduced and are awarded in full in the amount requested. Since Zandian did not oppose the
21 other costs, Margolin is granted his costs pursuant to NRS 18.160 and NRS 18.170, as follows:
22

23 **COSTS (October 18, 2013 THROUGH April 18, 2014):**

24

25	Postage/photocopies (in-house)	\$ 481.20
	Research	285.31
26	Witness Fees (Subpoenas)	215.66
	Process service/courier fees	<u>373.00</u>
27		<u>\$1,355.17</u>

28

1 **II. Postjudgment Attorney's Fees**

2 Zandian argued that there is no applicable statute or rule upon which postjudgment
3 attorney's fees can be awarded to Margolin and that the parties did not enter into an agreement
4 which affords attorney's fees and therefore Margolin's request for postjudgment attorney's
5 fees should be denied. Further, Zandian argues that NRS 598.0999(2) does not permit an
6 award of attorney's fees in this case.

7 However, NRS 598.0999(2) is applicable to any action filed pursuant to the provisions
8 of NRS 598.0903 to 598.0999, inclusive. Accordingly, Margolin should be awarded his
9 postjudgment fees pursuant to the Deceptive Trade Practices statute.

10 **a. NRS 598.0999(2) provides for an award of attorney's fees**

11 NRS 598.0999(2) states as follows:

12 Except as otherwise provided in NRS 598.0974, in any action brought pursuant
13 to the provisions of NRS 598.0903 to 598.0999, inclusive, if the court finds that
14 a person has willfully engaged in a deceptive trade practice, the district attorney
15 of any county in this State or the Attorney General bringing the action may
16 recover a civil penalty not to exceed \$5,000 for each violation. The court in any
17 such action may, in addition to any other relief or reimbursement, award
18 reasonable attorney's fees and costs.

19 NRS 598.0999(2) (emphasis added).

20 Thus, the phrase, "provisions of NRS 598.0903 to 598.0999," encompasses all actions
21 brought under those sections. The language, "any action brought pursuant to the provisions of
22 NRS 598.0903 to 598.0999," does not limit Deceptive Trade Practices actions to district
23 attorneys or the Attorney General. The only limitation in NRS 598.0999(2) relates to the
24 district attorney's and the Attorney General being able to pursue the \$5,000 civil penalty. In
25 contrast, the last sentence of NRS 598.0999(2) stands alone and does not limit attorney fee
26 awards to district attorneys or the Attorney General and allows the Court, in any Deceptive
27 Trade Practices action, to "award reasonable attorney's fees and costs." NRS 598.0999(2).

1 As NRS 598.0999(2) provides for attorney's fees based upon actions filed pursuant to
2 the provisions of NRS 598.0903 to 598.0999, inclusive, and since NRS 598.0999(2) does not
3 exclude postjudgment attorney fees, Margolin's attorney's fees are hereby awarded for having
4 to incur fees enforcing the judgment on the deceptive trade practices claim.

5 **b. Margolin's attorneys' fees are reasonable**

6 "In Nevada, 'the method upon which a reasonable fee is determined is subject to the
7 discretion of the court,' which 'is tempered only by reason and fairness.'" *Shuette v. Beazer*
8 *Homes Holdings Corp.*, 124 P.3d 530, 121 Nev. 837 (2005) (citing *University of Nevada v.*
9 *Tarkanian*, 110 Nev. 581, 594, 591, 879 P.2d 1180, 1188, 1186 (1994)). "Accordingly, in
10 determining the amount of fees to award, the court is not limited to one specific approach; its
11 analysis may begin with any method rationally designed to calculate a reasonable amount,
12 including those based on a 'lodestar' amount or a contingency fee." *Id.* (citations omitted).
13 "The lodestar approach involves multiplying 'the number of hours reasonably spent on the
14 case by a reasonable hourly rate.'" *Id.* at n. 98 (citing *Herbst v. Humana Health Ins. of*
15 *Nevada*, 105 Nev. 586, 590, 781 P.2d 762, 764 (1989)).
16

17 Before awarding attorney's fees, the district court must make findings concerning the
18 reasonableness of the award, as required by *Brunzell v. Golden Gate National Bank*, 455 P.2d
19 31, 85 Nev. 345 (1969) and *Shuette v. Beazer Homes Holdings Corp.*, 124 P.3d 530, 121 Nev.
20 837 (2005). See *Barney v. Mt. Rose Heating & Air Conditioning*, 124 Nev. 821, 829-30, 192
21 P.3d 730, 735-7 (2008).
22

23 According to *Brunzell*, the factors that the district court should consider in awarding
24 attorney fees, with no one factor controlling, is as follows:

- 25 (1) the advocate's qualities, including ability, training, education, experience,
26 professional standing, and skill;
27 (2) the character of the work, including its difficulty, intricacy, importance, as
28 well as the time and skill required, the responsibility imposed, and the
prominence and character of the parties when affecting the importance of the
litigation;

- 1 (3) the work performed, including the skill, time, and attention given to the
work; and
2 (4) the result—whether the attorney was successful and what benefits were
derived.

3 *Barney*, 192 P.3d at 736 (citing *Brunzell*, 85 Nev. at 349, 455 P.2d at 33). According to
4 *Shuette*, the district court is required to “provide[] sufficient reasoning and findings in support
5 of its ultimate determination.” *Id.* (citing *Shuette*, 121 Nev. at 865, 124 P.3d at 549).
6

7 Margolin concedes that he is not currently entitled to attorney’s fees that are incurred
8 on appeal. *See Bd. of Gallery of History, Inc. v. Datecs Corp.*, 116 Nev. 286, 288, 994 P.2d
9 1149, 1150 (2000). However, as stated above, Margolin is entitled to his postjudgment
10 attorney’s fees, including those incurred in executing on the judgment. Therefore, Margolin is
11 hereby awarded only those fees that have been incurred, postjudgment, with regards to
12 execution of the judgment, for a total of \$31,247.50 in fees, which reflects the lodestar amount
13 of postjudgment attorney’s fees.
14

15 The amount of attorney’s fees awarded only includes reasonable attorney’s fees from
16 October 18, 2013 to April 18, 2014, as follows: 11.4 hours of work performed by attorney
17 Matthew D. Francis at \$300 per-hour (\$3,420.00); 75.3 hours of work performed by attorney
18 Adam P. McMillen at \$300 per-hour (\$22,590.00); and 41.9 hours of work performed by
19 paralegal Nancy Lindsley at \$125 per-hour (\$5,237.50). This lodestar amount is reasonable
20 under the *Brunzell* factors as follows.
21

- 22 (1) **Factors 1 and 2 - The Advocate’s Qualities, Including Ability, Training,
Education, Experience, Professional Standing, and Skill and The Novelty
23 and Difficulty of The Questions Involved, and The Time and Skill Involved**

24 The issues related to this case included: (a) whether Plaintiff’s patents were entitled to
25 protection; (b) whether Defendants fraudulently assigned Plaintiff’s patents; and (c), whether
26 Plaintiff was damaged by Defendants’ conduct. The patent and deceptive trade practices
27 issues, and the unique facts surrounding them, involved careful consideration and research. In
28 general, patent and deceptive trade practices litigation is a niche practice that requires a high

1 degree of legal skill and care in order to be performed properly and effectively. Each of these
2 causes of action, coupled with the unique facts of this matter, required thorough research and
3 careful analysis.

4 In addition, the postjudgment collection efforts so far have included attempting to find
5 Zandian's collectible assets, including researching and investigating his property in Nevada
6 and California and moving for a debtor's examination. Considering Zandian's elusive
7 behavior to date and elaborate financial arrangements with a multitude of companies and
8 individuals, Margolin has been forced to incur a significant amount of attorney's fees in
9 attempting to collect on the judgment.
10

11 Accordingly, Margolin's claimed postjudgment attorney's fees are reasonable under
12 these factors.

13 **(2) Factor 3 – The Time and Labor Required**

14 Margolin's counsel has been required to research Zandian's vast real estate holdings in
15 Nevada. Margolin's counsel has recorded the judgment in each Nevada County where
16 Zandian holds property. Margolin's counsel has researched and subpoenaed Zandian's
17 financial information from several financial institutions. Margolin's counsel has moved the
18 court for a debtor's examination of Zandian. The time and labor required relating to
19 collections efforts have been reasonable and significant.
20

21 **(3) Factor 4 - The Result—Whether The Attorney Was Successful And What
22 Benefits Were Derived**

23 Margolin prevailed on all of his causes of action in this case. Margolin's case against
24 the Defendants resulted in a Default Judgment being entered against the Defendants on
25 Margolin's causes of action. Specifically, the Court ordered Defendants to pay Plaintiff
26 \$1,495,775.74, plus interest. In addition, through postjudgment efforts, Margolin's counsel
27 has successfully liened Zandian's Nevada real estate to secure the judgment and Margolin's
28 counsel is in the process of securing appropriate writs of execution to satisfy the judgment.

1 Thus, Margolin obtained the results sought, and this factor weighs in favor of the
2 reasonableness of Margolin's fee request.

3 Further, the Court finds that while Zandian's failure to appear and defend this action
4 led to the default judgments being entered, the nature of this matter required specialized skill
5 and required a significant amount of time and attention by the attorneys involved.

6 The Court finds that patent and deceptive trade practices issues, and the unique facts
7 surrounding them; involved careful consideration and research. Patent and deceptive trade
8 practices litigation is a not a routine practice but requires a high degree of legal skill and care
9 in order to be performed properly and effectively. Each of the causes of action in this matter,
10 coupled with the unique facts of this matter, required thorough research and careful analysis.
11 The Court finds that Margolin's counsel billed at an hourly rate of \$300, which is reasonable
12 for this matter.
13

14 In summary, an analysis of the *Brunzell* factors proves Margolin's fees in the lodestar
15 amount of \$31,247.50 are reasonable and are hereby awarded.
16

17 III. Postjudgment Interest

18 Margolin seeks a formal judgment for the postjudgment interest accrued on the
19 judgment to date. Zandian argues it is premature for Margolin to request an order stating what
20 the current amount of accrued postjudgment interest is at this time. Zandian does not argue
21 that Margolin is not entitled to postjudgment interest.

22 "The purpose of post-judgment interest is to compensate the plaintiff for loss of the use
23 of the money awarded in the judgment 'without regard to the elements of which that judgment
24 is composed.'" *Albert H. Wohlers & Co. v. Bartgis*, 114 Nev. 1249, 1269, 969 P.2d 949, 963
25 (1998) (citing *Ainsworth v. Combined Ins. Co.*, 105 Nev. 237, 244, 774 P.2d 1003, 1009
26 (1989); see also *Waddell v. L.V.R.V. Inc.*, 122 Nev. 15, 26, 125 P.3d 1160, 1167 (2006)
27 ("[t]he purpose of post-judgment interest is to compensate the plaintiff for loss of the use of
28

1 the money awarded in the judgment' without regard to the various elements that make up the
2 judgment.").

3 Since Zandian has not provided a supersedeas bond to stop execution of the judgment,
4 Margolin is entitled to postjudgment interest until the judgment is satisfied. *See* NRCPC 62(d)
5 (by giving a supersedeas bond a party may obtain stay of execution); *see also* NRS 17.130(2)
6 (interest accrues until judgment satisfied). As the original judgment was entered in Nevada
7 and the judgment set the interest rate at the legal rate of interest according to NRS 17.130, the
8 interest rate is 5.25 percent per-annum, or \$215.15 per-day. Accordingly, the Court hereby
9 finds that Margolin is owed simple interest at 5.25 percent or \$215.15 per-day from June 27,
10 2013, the date of notice of entry of the judgment, through April 18, 2014. It is 296 days from
11 June 27, 2013 to April 18, 2014. Multiplying 296 days by \$215.15 equals \$63,684.40 in
12 accrued interest, which is the amount of interest currently due and owing.¹

14 **IV. Conclusion**

15 Based upon the above, the Motion for Order Allowing Costs and Necessary
16 Disbursements is GRANTED in full. Therefore, Margolin is awarded his postjudgment costs,
17 from October 18, 2013 through April 18, 2014, in the amount of \$1,355.17. Margolin is
18 awarded his postjudgment attorney's fees in the amount of \$31,247.50. Margolin is awarded
19 his postjudgment interest in the amount of \$63,684.40.

21 ///

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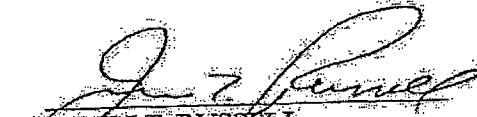
27 ///

28 ¹ Interest continues to accrue until the judgment is satisfied. *See* NRS 17.130(2).

1 The total amount awarded to Margolin herein is \$96,287.07. This award shall be added
2 to the judgment. This award must be paid before satisfaction of judgment may be entered in
3 this matter. Payment of this award shall be made within 10 days of notice of entry of this
4 Order. Payment shall be made payable to the Watson Rounds Trust Account or to Jed
5 Margolin. Payment shall be delivered to the law office of Watson Rounds.

6 DATED: This 19 day of May, 2014.

IT IS SO ORDERED:

7
8 
9 JAMES T. RUSSELL
10 DISTRICT COURT JUDGE
11
12
13
14
15

16 Respectfully submitted by,

17 WATSON ROUNDS, P.C.

18 By: _____

19 Adam P. McMillen, Esquire
20 Nevada Bar No. 10678
21 5371 Kietzke Lane
22 Reno, NV 89511
23 Telephone: (775) 324-4100
24 Facsimile: (775) 333-8171
25 Email: amcmillen@watsonrounds.com
26 Attorneys for Plaintiff
27
28

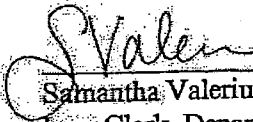
CERTIFICATE OF MAILING

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I hereby certify that on the 19th day of May, 2014, I placed a copy of the foregoing in the United States Mail, postage prepaid, addressed as follows:

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

Jason D. Woodbury
Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, NV 89703


Samantha Valerius
Law Clerk, Department I

1 JASON D. WOODBURY
Nevada Bar No. 6870
2 KAEMPFER CROWELL
510 West Fourth Street
3 Carson City, Nevada 89703
Telephone: (775) 884-8300
4 Facsimile: (775) 882-0257
jwoodbury@kcnvlaw.com
5 **Attorneys for Reza Zandian**

2014 JUN 23 PM 4:11

KAEMPFER CROWELL
[Signature]

6 IN THE FIRST JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA IN AND FOR
7 CARSON CITY

8
9 JED MARGOLIN, an individual,
10 Plaintiff,

11 vs.

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

Case No. 09 OC 00579 1B

Dept. No. I

18 Defendants.

19
20 **CASE APPEAL STATEMENT**

21 Pursuant to NRAP 3(f), Defendant REZA ZANDIAN, an individual, hereby
22 provides the following *Case Appeal Statement*:

23 1. **Name of appellant filing this case appeal statement (NRAP**

24 **3(f)(3)(C):**

REZA ZANDIAN, an individual.

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2. Identify the judge issuing the decision, judgment, or order appealed from (NRAP 3(f)(3)(B)):

The Honorable James T. Russell, District Judge, First Judicial District Court of the State of Nevada in and for Carson City, Department I.

3. Identify all parties to the proceedings in the district court (the use of et al. to denote parties is prohibited) (NRAP 3(f)(3)(A)):

- (a) JED MARGOLIN, an individual;
- (b) OPTIMA TECHNOLOGY CORPORATION, a California corporation;
- (c) OPTIMA TECHNOLOGY CORPORATION, a Nevada corporation; and
- (d) REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONOREZA ZANDIAN JAZI, an individual;

4. Identify all parties involved in this appeal (the use of et al. to denote parties is prohibited) (NRAP 3(f)(3)((C), (D)):

- (a) JED MARGOLIN, an individual; and
- (b) REZA ZANDIAN, an individual.

5. Set forth the name, law firm, address, and telephone number of all counsel on appeal and identify the party or parties whom they represent (NRAP 3(f)(3)(C), (D)):

- (a) Matthew D. Francis
Adam P. McMillen
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511
Telephone: (775) 324-4100
Counsel for Respondent, JED MARGOLIN

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(b) Jason D. Woodbury
KAEMPFER CROWELL
510 West Fourth Street
Carson City, Nevada 89703
Telephone: (775) 884-8300
Counsel for Appellant, REZA ZANDIAN

6. **Indicate whether appellant was represented by appointed or retained counsel in the district court (NRAP 3(f)(3)(F)):**

Appellant was represented by retained counsel in district court.

7. **Indicate whether appellant is represented by appointed or retained counsel on appeal (NRAP 3(f)(3)(F)):**

Appellant is represented by retained counsel on appeal.

8. **Indicate whether appellant was granted leave to proceed in forma pauperis, and the date of entry of the district court order granting such leave (NRAP 3(f)(3)(G)):**

Appellant was not granted leave to proceed in forma pauperis.

9. **Indicate the date of the proceedings commenced in the district court (e.g., date complaint, indictment, information, or petition was filed) (NRAP 3(f)(3)(H)):**

Respondent's *Complaint* was filed in the District Court on December 11, 2009.

10. **District court case number and caption showing the names of all parties to the proceedings below, but the use of et al. to denote parties is prohibited (NRAP 3(f)(3)(A)):**

(a) Case number:

First Judicial District Court Case Number: 09 OC 00579 1B
Department Number: I

KAEMPFER CROWELL
510 West Fourth Street
Carson City, Nevada 89703

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(b) Caption:

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

11. Whether any of respondents' attorneys are not licensed to practice law in Nevada, and, if so, whether the district court granted that attorney permission to appear under SCR 42, including a copy of any district court order granting that permission (NRAP 3(f)(3)(E)):

Based upon information and belief, all attorneys for respondents are licensed to practice law in Nevada.

12. Brief description of the nature of the action and result in district court, including the type of judgment or order being appealed and the relief granted by the district court (NRAP 3(f)(3)(D)):

The subject matter of this case concerns various patents and a dispute over their ownership. Plaintiff claims to be the owner of the patents at issue. Plaintiff claims that certain conduct and actions of Optima Technology Corporation, a California corporation, Optima Technology Corporation, a Nevada corporation, (together these

1 corporations are referred to hereinafter as the "Corporate Defendants")
2 and Reza Zandian ("Zandian") (collectively the Corporate Defendants and
3 Zandian are referred to as the "Defendants") disrupted his ownership and
4 control over the patents, thereby causing him damages.

5 On March 28, 2013, the District Court entered a *Default* against
6 Zandian. Later, pursuant to the application of Plaintiff, the District Court
7 entered a *Default Judgment* against the Defendants in the amount of
8 \$1,495,775.74. Plaintiff filed a *Notice of Entry of Default Judgment* on
9 June 27, 2013.¹

10 Following entry of the *Default Judgment*, Plaintiff filed a *Motion*
11 *for Order Allowing Costs and Necessary Disbursement and*
12 *Memorandum of Points and Authorities in Support Thereof* ("Motion").
13 The *Motion* was thereafter briefed. On May 19, 2014, the District Court
14 issued its *Order on Motion for Order Allowing Costs and Necessary*
15 *Disbursements and Memorandum of Points and Authorities in Support*
16 *Thereof*. And on May 20, Plaintiff served by mail a *Notice of Entry of*
17 *Order on Motion for Order Allowing Costs and Necessary Disbursements*
18 upon Defendant, Zandian

- 19 **13. Whether the case has previously been the subject of an appeal to**
20 **or original writ proceeding in the Supreme Court and, if so, the**
21 **caption and Supreme Court docket number of the prior**
22 **proceeding (NRAP 3(f)(J)):**

23
24 ¹ After the *Default Judgment* was entered, an effort was made to set it aside. The District Court denied the motion to set aside, which is the subject of a pending appeal with this Court. See *Zandian v. Margolin* (Case No. 65205).

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The *Default Judgment* in this case is the subject of a pending appeal in the Supreme Court. The docket number of that case is 65205.

The caption is:

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

vs.

JED MARGOLIN, AN INDIVIDUAL, Respondent.

14. Whether the appeal involves child custody or visitation (NRAP 3(f)(3)(K)):

The appeal does not involve child custody or visitation.

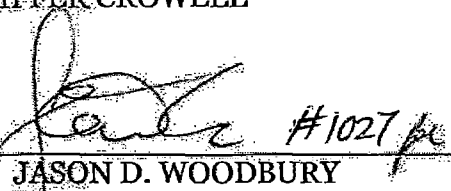
15. In civil cases, whether the appeal involves the possibility of settlement (NRAP 3(f)(3)(L)):

The appeal does not involve the possibility of settlement.

DATED this 25 day of June, 2014.

~~KAEMPFFER CROWELL~~

BY:



JASON D. WOODBURY
Nevada Bar No. 6870
~~KAEMPFFER CROWELL~~
510 West Fourth Street
Carson City, Nevada 89703
Telephone: (775) 884-8300
Facsimile: (775) 882-0257
jwoodbury@kcnvlaw.com
Attorneys for Reza Zandian

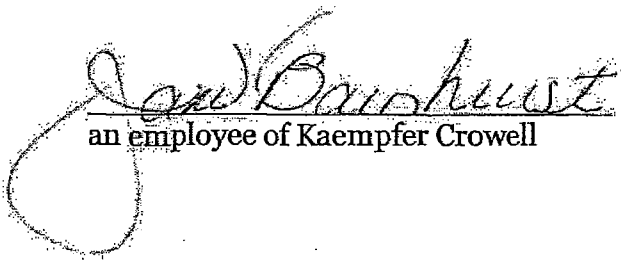
KAEMPFFER CROWELL
510 West Fourth Street
Carson City, Nevada 89703

1 CERTIFICATE OF SERVICE

2 Pursuant to NRAP 25(d) and NRCP 5(b), I hereby certify that service of the
3 foregoing CASE APPEAL STATEMENT was made this date by depositing for mailing
4 of the same in Portable Document Format addressed to each of the following:

5 Matthew D. Francis
6 Adam P. McMillen
7 WATSON ROUNDS
8 5371 Kietzke Lane
9 Reno, NV 89511

10 DATED this 23 day of June, 2014.

11 
12 an employee of Kaempfer Crowell

Judge: RUSSELL, JUDGE JAMES
TODD

Case No. 09 OC 00579 1B

Ticket No.
CTN:

MARGOLIN, JED

By:

-vs-

OPTIMA TECHNOLOGY
CORPORATION

DRSPND

By:

Dob:
Lic:
ZANDIAN, REZA

Sex:
Sid:
DRSPND

By:

Dob:
Lic:

Sex:
Sid:

Plate#:
Make:
Year: Accident:
Type:
Venue:
Location:

MARGOLIN, JED

PLNTPET

Bond:
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Charges:

Ct.:
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Comments:

Ct.:
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Arrest Dt:
Comments:

Sentencing:

No.	Filed	Action	Operator	Fine/Cost	Due
1	06/23/14	NOTICE OF CASH DEPOSIT IN LIEU OF BOND	1BCFRANZ	0.00	0.00
2	06/23/14	CASE APPEAL STATEMENT	1BCFRANZ	0.00	0.00
3	06/23/14	NOTICE OF APPEAL FILED Receipt: 34909 Date: 06/23/2014	1BCFRANZ	24.00	0.00
4	06/18/14	MOTION FOR WRIT OF EXECUTION	1BJULIEH	0.00	0.00
5	06/09/14	NOTICE	1BCCOOPER	0.00	0.00
6	05/21/14	NOTICE OF ENTRY OF ORDER ON MOTION FOR ORDER ALLOWING COSTS AND NECESSARY DISBURSEMENTS	1BCCOOPER	0.00	0.00
7	05/19/14	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BVANESSA	0.00	0.00
8	05/19/14	ORDER ON MOTION FOR ORDER ALLOWING COSTS AND NECESSARY DISBURSEMENTS AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF	1BVANESSA	0.00	0.00
9	05/14/14	AMENDED REQUEST FOR SUBMISSION	1BCGRIBBLE	0.00	0.00
10	05/12/14	OPPOSITION TO MOTION FOR ORDER ALLOWING COSTS AND NECESSARY DISBURSMENTS	1BJULIEH	0.00	0.00
11	05/12/14	REQUEST FOR SUBMISSION	1BVANESSA	0.00	0.00
12	05/12/14	DECLARATION OF ADAM MCMILLEN IN SUPPORT OF REPLY IN SUPPORT OF PLAINTIFF'S MOTION FOR ORDER ALLOWING COSTS AND NECESSARY DISBURSEMENTS	1BVANESSA	0.00	0.00
13	05/12/14	REPLY IN SUPPORT OF MOTION FOR ORDER ALLOWING COSTS AND NECESSARY DISBURSEMENTS AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF	1BVANESSA	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
14	04/30/14	DEFENDANTS' MOTION TO RETAX AND SETTLE COSTS	1BJHIGGINS	0.00	0.00
15	04/29/14	DECLARATION OF ADAM MCMILLEN IN SUPPORT OF PLAINTIFF'S MOTION FOR ORDER ALLOWING COSTS AND NECESSARY DISBURSEMENTS	1BJHIGGINS	0.00	0.00
16	04/28/14	MOTION FOR ORDER ALLOWING COSTS AND NECESSARY DISBURSEMENTS AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF	1BJHIGGINS	0.00	0.00
17	04/21/14	REPLY IN SUPPORT OF MOTION FOR WRIT OF EXECUTION AND OPPOSITION TO MOTION TO RETAX AND SETTLE COSTS	1BCCOOPER	0.00	0.00
18	04/21/14	OPPOSITION TO MOTION FOR WRIT OF EXECUTION	1BCCOOPER	0.00	0.00
19	04/17/14	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJHIGGINS	0.00	0.00
20	04/17/14	STIPULATION AND ORDER TO WITHDRAW MOTION FILED BY REZA ZANDIAN ON MARCH 24, 2014	1BJHIGGINS	0.00	0.00
21	04/09/14	MOTION TO RETAX AND SETTLE COSTS	1BCGRIBBLE	0.00	0.00
22	04/02/14	FIRST MEMORANDUM OF POST JUDGMENT COSTS AND FEES	1BCCOOPER	0.00	0.00
23	04/02/14	MOTION FOR WRIT OF EXECUTION	1BCCOOPER	0.00	0.00
24	03/24/14	MOTION	1BJHIGGINS	0.00	0.00
25	03/17/14	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BVANESSA	0.00	0.00
26	03/17/14	ORDER DENYING REQUEST FOR SUBMISSION	1BVANESSA	0.00	0.00
27	03/13/14	REQUEST FOR SUBMISSION	1BJULIEH	0.00	0.00
28	03/13/14	REPLY IN SUPPORT OF MOTION FOR ORDER TO SHOW CAUSE REGARDING CONTEMPT	1BJULIEH	0.00	0.00
29	03/12/14	APPEAL BOND DEPOSIT Receipt: 33251 Date: 03/12/2014	1BCCOOPER	500.00	0.00
30	03/12/14	NOTICE OF CASH DEPOSIT IN LIEU OF BOND	1BCCOOPER	0.00	0.00
31	03/12/14	CASE APPEAL STATEMENT	1BCCOOPER	0.00	0.00
32	03/12/14	NOTICE OF APPEAL FILED Receipt: 33251 Date: 03/12/2014	1BCCOOPER	24.00	0.00
33	03/03/14	OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE REGARDING CONTEMPT	1BCGRIBBLE	0.00	0.00
34	02/21/14	SUBSTITUTION OF COUNSEL	1BCCOOPER	0.00	0.00
35	02/12/14	MOTION FOR ORDER TO SHOW CAUSE REGARDING CONTEMPT	1BCCOOPER	0.00	0.00
36	02/10/14	NOTICE OF ENTRY OF ORDER	1BVANESSA	0.00	0.00
37	02/06/14	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJHIGGINS	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
38	02/06/14	ORDER DENYING DEFENDANT REZA ZANDIAN AKA GOLAMREZA ZANDIANJAZI AKA GHOLAM REZA ZANDIAN AKA REZA JAZI AKA J. REZA JAZI AKA G. REZA JAZI AKA GHONONREZA ZANDIAN JAZI'S MOTION TO SET ASIDE DEFAULT JUDGMENT	18JHIGGINS	0.00	0.00
39	02/03/14	DEFENDANT REZA ZANDIAN'S REPLY IN SUPPORT OF MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT PURSUANT TO NRCP 62(B)	1BVANESSA	0.00	0.00
40	01/23/14	REQUEST FOR SUBMISSION AND HEARING ON DEFENDANT REZA ZANDIAN'S MOTION TO SET ASIDE DEFAULT JUDGMENT	1BCGRIBBLE		0.00
41	01/23/14	DEFENDANT ZANDIAN'S REPLY IN SUPPORT OF MOTION TO SET ASIDE DEFAULT JUDGMENT	1BCGRIBBLE		0.00
42	01/17/14	NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION FOR DEBTOR EXAMINATION AND TO PRODUCE DOCUMENTS	1BCGRIBBLE	0.00	0.00
43	01/17/14	OPPOSITION TO MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT PURSUANT TO NRCP 62(B)	1BCGRIBBLE	0.00	0.00
44	01/13/14	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
45	01/13/14	ORDER GRANTING PLAINTIFFS MOTION FOR DEBTOR EXAMINATION AND TO PRODUCE DOCUMENTS	1BCCOOPER	0.00	0.00
46	01/09/14	REQUEST FOR SUBMISSION	1BVANESSA	0.00	0.00
47	01/09/14	OPPOSITION TO MOTION TO SET ASIDE DEFAULT JUDGMENT	1BVANESSA	0.00	0.00
48	01/02/14	DEFENDANT REZA ZANDIAN AKA GOLAMREZA ZANDIANJAZI AKA GHOLAM REZA ZANDIAN AKA REZA JAZI AKA J. REZA JAZI AKA G. REZA JAZI AKA GHONONREZA ZANDIAN JAZI'S MOTION FOR STAY OF PROCEEDINGS TO ENFORCE JUDGMENT PURSUANT TO NRCP 62(B)	1BCGRIBBLE	0.00	0.00
49	12/20/13	DEFENDANT REZA ZANDIAN AKA GOLAMREZA ZANDIANJAZI AKA GHOLAM REZA ZANDIAN AKA REDA JAZI AKA J. REZA JAZI AKA G. REZA JAZI AKA GHONONREZA ZANDIAN JAZI'S MOTION TO SET ASIDE DEFAULT JUDGMENT	1BCCOOPER	0.00	0.00
50	12/20/13	NOTICE OF APPEARANCE	1BCCOOPER	0.00	0.00
51	12/11/13	MOTION FOR JUDGMENT DEBTOR EXAMINATION AND TO PRODUCE DOCUMENTS	1BCCOOPER	0.00	0.00
52	06/27/13	NOTICE OF ENTRY OF ORDER DEFAULT JUDGMENT	1BVANESSA	0.00	0.00
53	06/26/13	JUDGMENT	1BCCOOPER	0.00	0.00

Judgment Amount:
1,495,775.74
Judgment Total:
1,495,775.74

Terms: JUDGMENT ENTERED @
4:12 PM

Judgment Type: DEFAULT
JUDGMENT
Judgment Date: 06/24/2013

Judgment For: MARGOLIN, JED -

PLNFF/PETNR

Judgment Against: OPTIMA
 TECHNOLOGY CORPORATION -
 DEFENDANT/RESPONDENT

ZANDIAN,
 REZA - DEFENDANT/RESPONDENT

Judgment Balance:
 1,495,775.74

Case Total: 2,903,922.66

Case Balance: 2,903,922.66

No.	Filed	Action	Operator	Fine/Cost	Due
54	06/24/13	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
55	06/24/13	DEFAULT JUDGMENT	1BCCOOPER	0.00	0.00
56	06/21/13	REQUEST FOR SUBMISSION	1EVANESSA	0.00	0.00
57	04/17/13	DECLARATION OF JED MARGOLIN IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT	1BCGRIBBLE	0.00	0.00
58	04/17/13	DECLARATION OF ADAM P. MCMILLEN IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT	1BCGRIBBLE	0.00	0.00
59	04/17/13	APPLICATION FOR DEFAULT JUDGMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF	1BCGRIBBLE	0.00	0.00
60	04/05/13	AMENDED NOTICE OF ENTRY OF DEFAULT	1BCFRANZ	0.00	0.00
61	04/03/13	NOTICE OF ENTRY OF DEFAULT	1BCCOOPER	0.00	0.00
62	04/03/13	NOTICE OF ENTRY OF ORDER	1BCCOOPER	0.00	0.00
63	03/29/13	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
64	03/29/13	ORDER GRANTING PLAINTIFF'S APPLICATION FOR ATTORNEY'S FEES AND COSTS	1BCCOOPER	0.00	0.00
65	03/28/13	REQUEST FOR SUBMISSION	1BCGRIBBLE	0.00	0.00
66	03/28/13	DEFAULT	1BCGRIBBLE	0.00	0.00
67	03/04/13	DECLARATION OF MAILING	1BCCOOPER	0.00	0.00
68	02/20/13	PLAINTIFF'S APPLICATION FOR ATTORNEY'S FEES AND COSTS	1BCGRIBBLE	0.00	0.00
69	02/20/13	DECLARATION OF ADAM P. MCMILLEN IN SUPPORT OF PLAINTIFF'S APPLICATION FOR ATTORNEY'S FEES AND COSTS	1BCGRIBBLE	0.00	0.00
70	01/17/13	NOTICE OF ENTRY OF ORDER	1BCGRIBBLE	0.00	0.00
71	01/15/13	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJHIGGINS	0.00	0.00
72	01/15/13	ORDER GRANTING PLAINTIFF'S MOTION FOR SANCTIONS UNDER NRCP 37	1BJHIGGINS	0.00	0.00
73	01/11/13	REQUEST FOR SUBMISSION	1EVANESSA	0.00	0.00
74	12/14/12	DECLARATION OF ADAM P. MCMILLEN IN SUPPORT OF PLAINTIFF'S MOTION FOR SANCTIONS UNDER NRCP 37	1EVANESSA	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
75	12/14/12	PLAINTIFF'S MOTION FOR SANCTIONS UNDER NRCP 37	1BVANESSA	0.00	0.00
76	11/14/12	AFFIDAVIT OF SERVICE	1BCCOOPER	0.00	0.00
77	11/06/12	NOTICE OF ENTRY OF JUDGEMENT	1BVANESSAG	0.00	0.00
78	10/31/12	JUDGMENT Judgment Amount: 1,286,552.46 Judgment Total: 1,286,552.46 Terms: JUDGMENT ENTERED AT 1:42 P.M. Judgment Type: DEFAULT JUDGMENT FOR THE PLAINTIFF Judgment Date: 10/31/2012 Judgment For: MARGOLIN, JED - PLNTFF/PETNR Judgment Against: OPTIMA TECHNOLOGY CORPORATION - DEFENDANT/RESPONDENT Judgment Balance: 1,286,552.46 Case Total: 1,408,146.92 Case Balance: 1,408,146.92	1BJHIGGINS	0.00	0.00
79	10/31/12	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJHIGGINS	0.00	0.00
80	10/31/12	DEFAULT JUDGMENT	1BJHIGGINS	0.00	0.00
81	10/30/12	DECLARATION OF ADAM P. MCMILLEN IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT	1BJHIGGINS	0.00	0.00
82	10/30/12	DECLARATION OF JED MARGOLIN IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT	1BJHIGGINS	0.00	0.00
83	10/30/12	APPLICATION FOR DEFAULT JUDGMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF	1BJHIGGINS	0.00	0.00
84	10/30/12	AFFIDAVIT OF SERVICE	1BJHIGGINS	0.00	0.00
85	09/27/12	NOTICE OF ENTRY OF DEFAULT	1BVANESSAG	0.00	0.00
86	09/24/12	DEFAULT	1BVANESSAG	0.00	0.00
87	09/14/12	APPLICATION FOR ENTRY OF DEFAULT	1BVANESSAG	0.00	0.00
88	07/02/12	NOTICE OF ENTRY OF ORDER	1BCCOOPER	0.00	0.00
89	06/28/12	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJULIEH	0.00	0.00
90	06/28/12	ORDER GRANTING PLAINTIFF'S MOTION TO COMPEL APPEARANCE OF COUNSEL FOR OPTIMA TECHNOLOGY CORPORATIONS, OR N THE ALTERNATIVE, MOTION TO STRIKE GENERAL DENIAL OF OPTIMA TECHNOLOGY CORPORATION	1BJULIEH	0.00	0.00
91	06/14/12	UNILATERAL CASE CONFERENCE REPORT	1BVANESSAG	0.00	0.00
92	06/06/12	REQUEST FOR SUBMISSION	1BCCRIEBLE	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
93	05/29/12	DECISION OF ARBITRATION COMMISSIONER REMOVING MATTER FROM MANDATORY ARBITRATION	1BCGRIBBLE	0.00	0.00
94	05/15/12	PLAINTIFF'S MOTION TO COMPEL APPEARANCE OF COUNSEL FOR OPTIMA TECHNOLOGY CORPORATIONS, OR IN THE ALTERNATIVE, MOTION TO STRIKE GENERAL DENIAL OF OPTIMA TECHNOLOGY CORPORATIONS (COPY) (SEE MINUTE ORDER FILED 06/19/2012)	1BVANESSAG	0.00	0.00
95	05/10/12	DECLARATION OF JED MARGOLIN IN SUPPORT OF REQUEST TO EXEMPT CASE FROM COURT ANNEXED ARBITRATION PROGRAM	1BCGRIBBLE	0.00	0.00
96	05/10/12	SECOND SUPPLEMENTAL REQUEST FOR EXEMPTION FROM ARBITRATION	1BCGRIBBLE	0.00	0.00
97	05/09/12	NOTICE OF ENTRY OF ORDER GRANTING JOHN PETER LEE, LTD.'S AMENDED MOTION TO WITHDRAW FROM REPRESENTATION OF DEFENDANTS OPTIMA TECHNOLOGY CORPORATION OPTIMA TECHNOLOGY CORPORATION, REZA ZANDIAN AKA GOLAMREA ZANDIANJAZI AKA GHOLAM REZA ZANDIAN AKA REZA JAZI AKA J. REZA JAZI AKA G. REA JAZI AKA GHONONREZA ZANDIAN JAZI	1BCCOOPER	0.00	0.00
98	04/26/12	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BVANESSAG	0.00	0.00
99	04/26/12	ORDER GRANTING JOHN PETER LEE, LTD.'S AMENDED MOTION TO WITHDRAW FROM REPRESENTATION OF DEFENDANTS OPTIMA TECHNOLOGY CORPORATION, A CALIFORNIA CORPORATION; OPTIMA TECHNOLOGY CORPORATION, A NEVADA CORPORATION; AND REZA ZANDIAN AKA GOLAMREZA ZANDIANJAZI AKA GHOLAM REZA ZANDIAN AKA REZA JAZI AKA J. REZA JAZI AKA G. REZA JAZI AKA GHONONREZA ZANDIAN JAZI	1BVANESSAG	0.00	0.00
100	04/23/12	REQUEST FOR SUBMISSION	1BCGRIBBLE	0.00	0.00
101	04/20/12	SUPPLEMENTAL REQUEST FOR EXEMPTION FROM ARBITRATION	1BCGRIBBLE	0.00	0.00
102	03/30/12	DECLARATION OF ADAM P. MCMILLEN IN SUPPORT OF THE NOTICE ON NON-OPPOSITION TO JOHN PETER LEE, LTD.'S AMENDED MOTION TO WITHDRAW FROM REPRESENTATION	1BCCOOPER	0.00	0.00
103	03/30/12	NOTICE OF NON-OPPOSITION TO JOHN PETER LEE, LTD'S AMENDED MOTION TO WITHDRAW FROM REPRESENTATION	1BCCOOPER	0.00	0.00
104	03/16/12	DECLARATION OF ADAM P. MCMILLEN IN SUPPORT OF THE NOTICE OF NON-OPPOSITION TO JOHN PETER LEE, LTD.'S MOTION TO WITHDRAW FROM REPRESENTATION	1BCCOOPER	0.00	0.00
105	03/16/12	NOTICE OF NON-OPPOSITION TO JOHN PETER LEE, LTD'S MOTION TO WITHDRAW FROM REPRESENTATION	1BCCOOPER	0.00	0.00
106	03/14/12	GENERAL DENIAL Receipt# 21864 Date: 03/16/2012	1BCCOOPER	218.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
107	03/14/12	JOHN PETER LEE, LTD.'S AMENDED MOTION TO WITHDRAW FROM REPRESENTATION OF DEFENDANTS OPTIMA TECHNOLOGY CORPORATION, A CALIFORNIA CORPORATION; OPTIMA TECHNOLOGY CORPORATION, A NEVADA CORPORATION; AND REZA ZANDIAN AKA GOLAMREZA ZANDIANJAZI AKA GHOLAM REZA ZANDIAN AKA REZA JAZI AKA J. REZA JAZI AKA G. REZA JAZI AKA GHONONREZA ZANDIAN JAZI	1BJHIGGINS	0.00	0.00
108	03/09/12	REQUEST FOR EXEMPTION FROM ARBITRATION	1BVANESSAG	0.00	0.00
109	03/09/12	NOTICE OF INTENT TO TAKE DEFAULT	1BVANESSAG	0.00	0.00
110	03/07/12	JOHN PETER LEE, LTD.'S MOTION TO WITHDRAW FROM REPRESENTATION OF DEFENDANT REZA ZANDIAN AKA GOLAMREZA ZANDIANJAZI AKA GHOLM REZA ZANDIAN AKA REZA JAZI AKA J. REZA JAZI G. REZA JAZI AKA GHONONREZA ZANDIAN JAZI	1BCCOOPER	0.00	0.00
111	03/06/12	GENERAL DENIAL Receipt: 21739 Date: 03/09/2012 *STRICKEN PER ORDER GRANTING PLAINTIFF'S MOTION FOR SANCTIONS UNDER NRCP 37 FILED JAN. 15, 2013*	1BCCOOPER	218.00	0.00
112	02/24/12	NOTICE OF ENTRY OF ORDER	1BJHIGGINS	0.00	0.00
113	02/23/12	ORDER DENYING MOTION TO STRIKE	1BJHIGGINS	0.00	0.00
114	02/21/12	ORDER DENYING DEFENDANT'S MOTION TO DISMISS	1BJHIGGINS	0.00	0.00
115	02/13/12	REQUEST FOR SUBMISSION (2)	1BCCOOPER	0.00	0.00
116	02/13/12	DECLARATION OF ADAM P. MCMILLEN	1BCCOOPER	0.00	0.00
117	02/13/12	REPLY IN SUPPORT OF MOTION TO STRIKE	1BCCOOPER	0.00	0.00
118	02/02/12	OPPOSITION TO MOTION TO STRIKE	1BJHIGGINS	0.00	0.00
119	01/23/12	DECLARATION OF JED MARGOLIN IN SUPPORT OF MOTION TO STRIKE	1BVANESSAG	0.00	0.00
120	01/23/12	MOTION TO STRIKE	1BVANESSAG	0.00	0.00
121	12/13/11	REPLY TO OPPOSITION TO MOTION TO DISMISS	1BJHIGGINS	0.00	0.00
122	12/05/11	OPPOSITION TO MOTION TO DISMISS	1BKDUNCKHO	0.00	0.00
123	11/17/11	MOTION TO DISMISS AMENDED COMPLAINT ON SPECIAL APPEARANCE	1BKDUNCKHO	0.00	0.00
124	11/08/11	AMENDED CERTIFICATE OF SERVICE	1BVANESSAG	0.00	0.00
125	11/07/11	SUMMONS ON AMENDED COMPLAINT & (2) ADD'L SUMMONS ON AMENDED COMPLAINT	1BKDUNCKHO	0.00	0.00
126	11/07/11	CERTIFICATE OF SERVICE	1BKDUNCKHO	0.00	0.00
127	10/05/11	NOTICE OF ENTRY OF AMENDED ORDER	1BVANESSAG	0.00	0.00
128	09/27/11	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJHIGGINS	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
129	09/27/11	AMENDED ORDER ALLOWING SERVICE BY PUBLICATION	1BJHIGGINS	0.00	0.00
130	09/23/11	REQUEST FOR SUBMISSION	1BCCOOPER	0.00	0.00
131	09/13/11	NOTICE OF ENTRY OF ORDER	1BKDUNCKHO	0.00	0.00
132	09/09/11	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJHIGGINS	0.00	0.00
133	09/09/11	ORDER ALLOWING SERVICE BY PUBLICATION	1BJHIGGINS	0.00	0.00
134	09/07/11	REQUEST FOR SUBMISSION	1BKDUNCKHO	0.00	0.00
135	08/11/11	ISSUING SUMMONS ON AMENDED COMPLAINT & 2 ADDITIONAL	1BKDUNCKHO	0.00	0.00
136	08/11/11	AMENDED COMPLAINT	1BKDUNCKHO	0.00	0.00
137	08/11/11	MOTION TO SERVE BY PUBLICATION	1BKDUNCKHO	0.00	0.00
138	08/03/11	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJULIEH	0.00	0.00
139	08/03/11	ORDER SETTING ASIDE DEFAULT, DYNING MOTION TO DISMISS AND GRANTING EXTENSION OF TIME FOR SERVICE	1BJULIEH	0.00	0.00
140	07/13/11	REQUEST FOR SUBMISSION	1BCCOOPER	0.00	0.00
141	07/05/11	REPLY TO OPPOSITION TO MOTION TO DISMISS ON A SPECIAL APPEARANCE	1BCCOOPER	0.00	0.00
142	06/22/11	OPPOSITION TO MOTION TO DISMISS AND COUNTER MOTIONS TO STRIKE AND FOR LEAVE TO AMEND THE COMPLAINT	1BMKALE	0.00	0.00
143	06/13/11	NOTICE OF CHANGE OF COUNSEL	1BJHIGGINS	0.00	0.00
144	06/09/11	MOTION TO DISMISS ON A SPECIAL APPEARANCE	1BMKALE	0.00	0.00
145	03/07/11	NOTICE OF ENTRY OF DEFAULT JUDGMENT	1BCCOOPER	0.00	0.00
146	03/01/11	DEFAULT JUDGMENT	1BCCOOPER	0.00	0.00
147	03/01/11	JUDGMENT	1BCCOOPER	0.00	0.00

Judgment Amount:
121,594.46
Judgment Total:
121,594.46

Terms: JUDGMENT ENTERED @ 3:24 PM.

Judgment Type: DEFAULT
JUDGMENT
Judgment Date: 03/01/2011

Judgment For: MARGOLIN, JED -
PLNTF/PETNR

Judgment Against: OPTIMA
TECHNOLOGY -
DEFENDANT/RESPONDENT

ZANDIAN,
REZA - DEFENDANT/RESPONDENT

Judgment Balance:
121,594.46

Case Total:
121,594.46

Case Balance:
121,594.46

No.	Filed	Action	Operator	Fine/Cost	Due
148	03/01/11	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
149	03/01/11	DEFAULT JUDGMENT	1BCCOOPER	0.00	0.00
150	02/28/11	APPLICATION FOR DEFAULT JUDGMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF	1BMKALE	0.00	0.00
151	02/28/11	DECLARATION OF JED MARGOLIN IN SUPPORT OF APPLICATINO FOR DEFAULT JUDGMENT	1BMKALE	0.00	0.00
152	02/28/11	DECLARATION FO CASSANDRA P. JOSEPH IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT	1BMKALE	0.00	0.00
153	02/25/11	CERTIFICATE OF SERVICE	1BMKALE	0.00	0.00
154	12/07/10	NOTICE OF ENTRY OF DEFAULT (3)	1BCFRANZ	0.00	0.00
155	12/02/10	DEFAULT	1BCCOOPER	0.00	0.00
156	12/02/10	APPLICATION FOR ENTRY OF DEFAULT	1BCCOOPER	0.00	0.00
157	12/02/10	APPLICATION FOR ENTRY OF DEFAULT	1BCCOOPER	0.00	0.00
158	12/02/10	DEFAULT	1BCCOOPER	0.00	0.00
159	12/02/10	APPLICATION FOR ENTRY OF DEFAULT	1BCCOOPER	0.00	0.00
160	03/26/10	SUMMONS AND ADD'S SUMMONS	1BCFRANZ	0.00	0.00
161	03/09/10	SUMMONS	1BCFRANZ	0.00	0.00
162	03/09/10	ISSUING SUMMONS & ADD'L SUMMONS	1BMKALE	0.00	0.00
163	12/15/09	ISSUING SUMMONS & 2 ADD'L	1BCCOOPER	0.00	0.00
164	12/14/09	COMPLAINT Receipt: 10054 Date: 12/14/2009 Receipt 10054 reversed by 10067 on 12/14/2009. Receipt: 10068 Date: 12/14/2009	1BMKALE	265.00	0.00
Total:				1,249.00	0.00
Totals By: COST				749.00	0.00
HOLDING				500.00	0.00
INFORMATION				0.00	0.00
*** End of Report ***					

1 Necessary Disbursements, which restates the arguments included in the Motion to Retax. On
2 May 12, 2014, Margolin filed a Reply in Support of the Motion for Order Allowing Costs and
3 Necessary Disbursements and Margolin also filed a Request for Submission on the same date.
4 On May 14, 2014, Margolin filed an Amended Request for Submission, finally submitting the
5 Motion for Order Allowing Costs and Necessary Disbursements to the Court for decision.

6 Based upon the following facts and conclusions of law, the Motion for Order Allowing
7 Costs and Necessary Disbursements is hereby GRANTED.

8
9 **I. Postjudgment Costs**

10 Zandian does not dispute Margolin is allowed postjudgment costs under NRS 18.160
11 and NRS 18.170. Zandian does not dispute the requested research, witness fees or process
12 service/courier costs. Zandian only requests that the Court reduce the photocopy charges from
13 \$0.25 to \$0.15 per page. Zandian relies upon what the "FedEx Office" in Carson City charges
14 for copies to demonstrate that Margolin's rate of \$0.25 per page is not reasonable.

15 Margolin cites to the First Judicial District Court's own fee schedule for copy charges,
16 which shows the Court charges \$0.50 per page for copies. The District Court's own fee
17 schedule is a better exemplar of what reasonable copy charges should be in this matter. The
18 rate of \$0.25 per page is half of what the Court charges for legal copies and the Court finds
19 that \$0.25 per page is reasonable under the circumstances. Therefore, Margolin's copy charges will not
20 be reduced and are awarded in full in the amount requested. Since Zandian did not oppose the
21 other costs, Margolin is granted his costs pursuant to NRS 18.160 and NRS 18.170, as follows:

22
23 **COSTS (October 18, 2013 THROUGH April 18, 2014):**

24
25 Postage/photocopies (in-house) \$ 481.20
26 Research 285.31
27 Witness Fees (Subpoenas) 215.66
28 Process service/courier fees 373.00
\$1,355.17

1 **II. Postjudgment Attorney's Fees**

2 Zandian argued that there is no applicable statute or rule upon which postjudgment
3 attorney's fees can be awarded to Margolin and that the parties did not enter into an agreement
4 which affords attorney's fees and therefore Margolin's request for postjudgment attorney's
5 fees should be denied. Further, Zandian argues that NRS 598.0999(2) does not permit an
6 award of attorney's fees in this case.

7 However, NRS 598.0999(2) is applicable to any action filed pursuant to the provisions
8 of NRS 598.0903 to 598.0999, inclusive. Accordingly, Margolin should be awarded his
9 postjudgment fees pursuant to the Deceptive Trade Practices statute.
10

11 **a. NRS 598.0999(2) provides for an award of attorney's fees**

12 NRS 598.0999(2) states as follows:

13 Except as otherwise provided in NRS 598.0974, in any action brought pursuant
14 to the provisions of NRS 598.0903 to 598.0999, inclusive, if the court finds that
15 a person has willfully engaged in a deceptive trade practice, the district attorney
16 of any county in this State or the Attorney General bringing the action may
17 recover a civil penalty not to exceed \$5,000 for each violation. The court in any
18 such action may, in addition to any other relief or reimbursement, award
19 reasonable attorney's fees and costs.

20 NRS 598.0999(2) (emphasis added).

21 Thus, the phrase, "provisions of NRS 598.0903 to 598.0999," encompasses all actions
22 brought under those sections. The language, "any action brought pursuant to the provisions of
23 NRS 598.0903 to 598.0999," does not limit Deceptive Trade Practices actions to district
24 attorneys or the Attorney General. The only limitation in NRS 598.0999(2) relates to the
25 district attorney's and the Attorney General being able to pursue the \$5,000 civil penalty. In
26 contrast, the last sentence of NRS 598.0999(2) stands alone and does not limit attorney fee
27 awards to district attorneys or the Attorney General and allows the Court, in any Deceptive
28 Trade Practices action, to "award reasonable attorney's fees and costs." NRS 598.0999(2).

1 As NRS 598.0999(2) provides for attorney's fees based upon actions filed pursuant to
2 the provisions of NRS 598.0903 to 598.0999, inclusive, and since NRS 598.0999(2) does not
3 exclude postjudgment attorney fees, Margolin's attorney's fees are hereby awarded for having
4 to incur fees enforcing the judgment on the deceptive trade practices claim.

5 **b. Margolin's attorneys' fees are reasonable**

6 "In Nevada, 'the method upon which a reasonable fee is determined is subject to the
7 discretion of the court,' which 'is tempered only by reason and fairness.'" *Shuette v. Beazer*
8 *Homes Holdings Corp.*, 124 P. 3d 530, 121 Nev. 837 (2005) (citing *University of Nevada v.*
9 *Tarkanian*, 110 Nev. 581, 594, 591, 879 P.2d 1180, 1188, 1186 (1994)). "Accordingly, in
10 determining the amount of fees to award, the court is not limited to one specific approach; its
11 analysis may begin with any method rationally designed to calculate a reasonable amount,
12 including those based on a 'lodestar' amount or a contingency fee." *Id.* (citations omitted).
13 "The lodestar approach involves multiplying 'the number of hours reasonably spent on the
14 case by a reasonable hourly rate.'" *Id.* at n. 98 (citing *Herbst v. Humana Health Ins. of*
15 *Nevada*, 105 Nev. 586, 590, 781 P.2d 762, 764 (1989)).
16
17

18 Before awarding attorney's fees, the district court must make findings concerning the
19 reasonableness of the award, as required by *Brunzell v. Golden Gate National Bank*, 455 P.2d
20 31, 85 Nev. 345 (1969) and *Shuette v. Beazer Homes Holdings Corp.*, 124 P. 3d 530, 121 Nev.
21 837 (2005). See *Barney v. Mt. Rose Heating & Air Conditioning*, 124 Nev. 821, 829-30, 192
22 P.3d 730, 735-7 (2008).

23 According to *Brunzell*, the factors that the district court should consider in awarding
24 attorney fees, with no one factor controlling, is as follows:

- 25
26 (1) the advocate's qualities, including ability, training, education, experience,
27 professional standing, and skill;
28 (2) the character of the work, including its difficulty, intricacy, importance, as
well as the time and skill required, the responsibility imposed, and the
prominence and character of the parties when affecting the importance of the
litigation;

- 1 (3) the work performed, including the skill, time, and attention given to the
work; and
2 (4) the result—whether the attorney was successful and what benefits were
derived.

3 *Barney*, 192 P.3d at 736 (citing *Brunzell*, 85 Nev. at 349, 455 P.2d at 33). According to
4 *Shuette*, the district court is required to “provide[] sufficient reasoning and findings in support
5 of its ultimate determination.” *Id.* (citing *Shuette*, 121 Nev. at 865, 124 P.3d at 549).

6
7 Margolin concedes that he is not currently entitled to attorney’s fees that are incurred
8 on appeal. See *Bd. of Gallery of History, Inc. v. Datecs Corp.*, 116 Nev. 286, 288, 994 P.2d
9 1149, 1150 (2000). However, as stated above, Margolin is entitled to his postjudgment
10 attorney’s fees, including those incurred in executing on the judgment. Therefore, Margolin is
11 hereby awarded only those fees that have been incurred, postjudgment, with regards to
12 execution of the judgment, for a total of \$31,247.50 in fees, which reflects the lodestar amount
13 of postjudgment attorney’s fees.
14

15 The amount of attorney’s fees awarded only includes reasonable attorney’s fees from
16 October 18, 2013 to April 18, 2014, as follows: 11.4 hours of work performed by attorney
17 Matthew D. Francis at \$300 per-hour (\$3,420.00); 75.3 hours of work performed by attorney
18 Adam P. McMillen at \$300 per-hour (\$22,590.00); and 41.9 hours of work performed by
19 paralegal Nancy Lindsley at \$125 per-hour (\$5,237.50). This lodestar amount is reasonable
20 under the *Brunzell* factors as follows.
21

- 22 **(1) Factors 1 and 2 - The Advocate’s Qualities, Including Ability, Training,
Education, Experience, Professional Standing, and Skill and The Novelty
23 and Difficulty of The Questions Involved, and The Time and Skill Involved**

24 The issues related to this case included: (a) whether Plaintiff’s patents were entitled to
25 protection; (b) whether Defendants fraudulently assigned Plaintiff’s patents; and (c), whether
26 Plaintiff was damaged by Defendants’ conduct. The patent and deceptive trade practices
27 issues, and the unique facts surrounding them, involved careful consideration and research. In
28 general, patent and deceptive trade practices litigation is a niche practice that requires a high

1 degree of legal skill and care in order to be performed properly and effectively. Each of these
2 causes of action, coupled with the unique facts of this matter, required thorough research and
3 careful analysis.

4 In addition, the postjudgment collection efforts so far have included attempting to find
5 Zandian's collectible assets, including researching and investigating his property in Nevada
6 and California and moving for a debtor's examination. Considering Zandian's elusive
7 behavior to date and elaborate financial arrangements with a multitude of companies and
8 individuals, Margolin has been forced to incur a significant amount of attorney's fees in
9 attempting to collect on the judgment.
10

11 Accordingly, Margolin's claimed postjudgment attorney's fees are reasonable under
12 these factors.

13 **(2) Factor 3 – The Time and Labor Required**

14 Margolin's counsel has been required to research Zandian's vast real estate holdings in
15 Nevada. Margolin's counsel has recorded the judgment in each Nevada County where
16 Zandian holds property. Margolin's counsel has researched and subpoenaed Zandian's
17 financial information from several financial institutions. Margolin's counsel has moved the
18 court for a debtor's examination of Zandian. The time and labor required relating to
19 collections efforts have been reasonable and significant.
20

21 **(3) Factor 4 - The Result—Whether The Attorney Was Successful And What**
22 **Benefits Were Derived**

23 Margolin prevailed on all of his causes of action in this case. Margolin's case against
24 the Defendants resulted in a Default Judgment being entered against the Defendants on
25 Margolin's causes of action. Specifically, the Court ordered Defendants to pay Plaintiff
26 \$1,495,775.74, plus interest. In addition, through postjudgment efforts, Margolin's counsel
27 has successfully liened Zandian's Nevada real estate to secure the judgment and Margolin's
28 counsel is in the process of securing appropriate writs of execution to satisfy the judgment.

1 Thus, Margolin obtained the results sought, and this factor weighs in favor of the
2 reasonableness of Margolin's fee request.

3 Further, the Court finds that while Zandian's failure to appear and defend this action
4 led to the default judgments being entered, the nature of this matter required specialized skill
5 and required a significant amount of time and attention by the attorneys involved.

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11 The Court finds that Margolin's counsel billed at an hourly rate of \$300, which is reasonable
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14 In summary, an analysis of the *Brunzell* factors proves Margolin's fees in the lodestar
15 amount of \$31,247.50 are reasonable and are hereby awarded.
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17 **III. Postjudgment Interest**

18 Margolin seeks a formal judgment for the postjudgment interest accrued on the
19 judgment to date. Zandian argues it is premature for Margolin to request an order stating what
20 the current amount of accrued postjudgment interest is at this time. Zandian does not argue
21 that Margolin is not entitled to postjudgment interest.

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25 (1998) (citing *Ainsworth v. Combined Ins. Co.*, 105 Nev. 237, 244, 774 P.2d 1003, 1009
26 (1989); see also *Waddell v. L.V.R.V. Inc.*, 122 Nev. 15, 26, 125 P.3d 1160, 1167 (2006)
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1 the money awarded in the judgment' without regard to the various elements that make up the
2 judgment.”).

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4 Margolin is entitled to postjudgment interest until the judgment is satisfied. *See* NRCP 62(d)
5 (by giving a supersedeas bond a party may obtain stay of execution); *see also* NRS 17.130(2)
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8 interest rate is 5.25 percent per-annum, or \$215.15 per-day. Accordingly, the Court hereby
9 finds that Margolin is owed simple interest at 5.25 percent or \$215.15 per-day from June 27,
10 2013, the date of notice of entry of the judgment, through April 18, 2014. It is 296 days from
11 June 27, 2013 to April 18, 2014. Multiplying 296 days by \$215.15 equals \$63,684.40 in
12 accrued interest, which is the amount of interest currently due and owing.¹

14 **IV. Conclusion**

15 Based upon the above, the Motion for Order Allowing Costs and Necessary
16 Disbursements is GRANTED in full. Therefore, Margolin is awarded his postjudgment costs,
17 from October 18, 2013 through April 18, 2014, in the amount of \$1,355.17. Margolin is
18 awarded his postjudgment attorney's fees in the amount of \$31,247.50. Margolin is awarded
19 his postjudgment interest in the amount of \$63,684.40.

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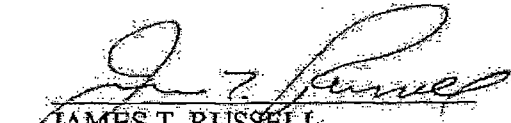
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1 The total amount awarded to Margolin herein is \$96,287.07. This award shall be added
2 to the judgment. This award must be paid before satisfaction of judgment may be entered in
3 this matter. Payment of this award shall be made within 10 days of notice of entry of this
4 Order. Payment shall be made payable to the Watson Rounds Trust Account or to Jed
5 Margolin. Payment shall be delivered to the law office of Watson Rounds.

6 DATED: This 19 day of May, 2014.

IT IS SO ORDERED:

7
8
9 
10 JAMES T. RUSSELL
DISTRICT COURT JUDGE

11
12
13
14
15 Respectfully submitted by,

16 WATSON ROUNDS, P.C.

17
18 By: _____

19 Adam P. McMillen, Esquire
20 Nevada Bar No. 10678
21 5371 Kietzke Lane
22 Reno, NV 89511
23 Telephone: (775) 324-4100
24 Facsimile: (775) 333-8171
25 Email: amcmillen@watsonrounds.com
26 Attorneys for Plaintiff
27
28

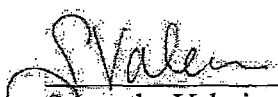
CERTIFICATE OF MAILING

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I hereby certify that on the 19th day of May, 2014, I placed a copy of the foregoing in the United States Mail, postage prepaid, addressed as follows:

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

Jason D. Woodbury
Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, NV 89703


Samantha Valerius
Law Clerk, Department I

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

REC'D & FILED
2014 MAY 21 AM 11:15
ALAN GLOVER
CLERK
BY *[Signature]*
DEPUTY

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

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

**NOTICE OF ENTRY OF ORDER ON
MOTION FOR ORDER ALLOWING
COSTS AND NECESSARY
DISBURSEMENTS**

TO: All parties:

PLEASE TAKE NOTICE that on May 19, 2014 the Court entered its Order on
Motion for Order Allowing Costs and Necessary Disbursements. A true and correct copy of
such order is attached hereto as Exhibit 1

Affirmation Pursuant to NRS 239B.030

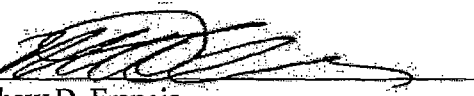
The undersigned does hereby affirm that the preceding document does not contain the

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///

1 social security number of any person.

2 DATED: May 20, 2014.

WATSON ROUNDS

3
4 By: 
5 Matthew D. Francis
6 Adam P. McMillen
7 Watson Rounds
8 5371 Kietzke Lane
9 Reno, NV 89511

10 Attorneys for Plaintiff Jed Margolin

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12

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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, NOTICE OF ENTRY OF ORDER ON MOTINO
5 FOR ORDER ALLOWING COSTS AND NECESSARY DISBURSEMENTS, addressed as
6 follows:

7 Jason D. Woodbury
8 Severin A. Carlson
9 Kaempfer Crowell
10 510 West Fourth Street
11 Carson City, NV 89703

12 Dated: This 20th day of May, 2014.

13 
14 Nancy Lindsley
15
16
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1 Necessary Disbursements, which restates the arguments included in the Motion to Retax. On
2 May 12, 2014, Margolin filed a Reply in Support of the Motion for Order Allowing Costs and
3 Necessary Disbursements and Margolin also filed a Request for Submission on the same date.
4 On May 14, 2014, Margolin filed an Amended Request for Submission, finally submitting the
5 Motion for Order Allowing Costs and Necessary Disbursements to the Court for decision.

6 Based upon the following facts and conclusions of law, the Motion for Order Allowing
7 Costs and Necessary Disbursements is hereby GRANTED.

8
9 **I. Postjudgment Costs**

10 Zandian does not dispute Margolin is allowed postjudgment costs under NRS 18.160
11 and NRS 18.170. Zandian does not dispute the requested research, witness fees or process
12 service/courier costs. Zandian only requests that the Court reduce the photocopy charges from
13 \$0.25 to \$0.15 per page. Zandian relies upon what the "FedEx Office" in Carson City charges
14 for copies to demonstrate that Margolin's rate of \$0.25 per page is not reasonable.

15 Margolin cites to the First Judicial District Court's own fee schedule for copy charges,
16 which shows the Court charges \$0.50 per page for copies. The District Court's own fee
17 schedule is a better exemplar of what reasonable copy charges should be in this matter. The
18 rate of \$0.25 per page is half of what the Court charges for legal copies and the Court finds
19 that \$0.25 per page is reasonable under the circumstances. Therefore, Margolin's copy charges will not
20 be reduced and are awarded in full in the amount requested. Since Zandian did not oppose the
21 other costs, Margolin is granted his costs pursuant to NRS 18.160 and NRS 18.170, as follows:

22
23 **COSTS (October 18, 2013 THROUGH April 18, 2014):**

24

25	Postage/photocopies (in-house)	\$ 481.20
26	Research	285.31
27	Witness Fees (Subpoenas)	215.66
28	Process service/courier fees	<u>373.00</u>
		<u>\$1,355.17</u>

1 II. Postjudgment Attorney's Fees

2 Zandian argued that there is no applicable statute or rule upon which postjudgment
3 attorney's fees can be awarded to Margolin and that the parties did not enter into an agreement
4 which affords attorney's fees and therefore Margolin's request for postjudgment attorney's
5 fees should be denied. Further, Zandian argues that NRS 598.0999(2) does not permit an
6 award of attorney's fees in this case.

7 However, NRS 598.0999(2) is applicable to any action filed pursuant to the provisions
8 of NRS 598.0903 to 598.0999, inclusive. Accordingly, Margolin should be awarded his
9 postjudgment fees pursuant to the Deceptive Trade Practices statute.
10

11 a. NRS 598.0999(2) provides for an award of attorney's fees

12 NRS 598.0999(2) states as follows:

13 Except as otherwise provided in NRS 598.0974, in any action brought pursuant
14 to the provisions of NRS 598.0903 to 598.0999, inclusive, if the court finds that
15 a person has willfully engaged in a deceptive trade practice, the district attorney
16 of any county in this State or the Attorney General bringing the action may
17 recover a civil penalty not to exceed \$5,000 for each violation. The court in any
18 such action may, in addition to any other relief or reimbursement, award
19 reasonable attorney's fees and costs.

20 NRS 598.0999(2) (emphasis added).

21 Thus, the phrase, "provisions of NRS 598.0903 to 598.0999," encompasses all actions
22 brought under those sections. The language, "any action brought pursuant to the provisions of
23 NRS 598.0903 to 598.0999," does not limit Deceptive Trade Practices actions to district
24 attorneys or the Attorney General. The only limitation in NRS 598.0999(2) relates to the
25 district attorney's and the Attorney General being able to pursue the \$5,000 civil penalty. In
26 contrast, the last sentence of NRS 598.0999(2) stands alone and does not limit attorney fee
27 awards to district attorneys or the Attorney General and allows the Court, in any Deceptive
28 Trade Practices action, to "award reasonable attorney's fees and costs." NRS 598.0999(2).

1 As NRS 598.0999(2) provides for attorney's fees based upon actions filed pursuant to
2 the provisions of NRS 598.0903 to 598.0999, inclusive, and since NRS 598.0999(2) does not
3 exclude postjudgment attorney fees, Margolin's attorney's fees are hereby awarded for having
4 to incur fees enforcing the judgment on the deceptive trade practices claim.

5 **b. Margolin's attorneys' fees are reasonable**

6 "In Nevada, 'the method upon which a reasonable fee is determined is subject to the
7 discretion of the court,' which 'is tempered only by reason and fairness.'" *Shuette v. Beazer*
8 *Homes Holdings Corp.*, 124 P. 3d 530, 121 Nev. 837 (2005) (citing *University of Nevada v.*
9 *Tarkanian*, 110 Nev. 581, 594, 591, 879 P.2d 1180, 1188, 1186 (1994)). "Accordingly, in
10 determining the amount of fees to award, the court is not limited to one specific approach; its
11 analysis may begin with any method rationally designed to calculate a reasonable amount,
12 including those based on a 'lodestar' amount or a contingency fee." *Id.* (citations omitted).
13 "The lodestar approach involves multiplying 'the number of hours reasonably spent on the
14 case by a reasonable hourly rate.'" *Id.* at n. 98 (citing *Herbst v. Humana Health Ins. of*
15 *Nevada*, 105 Nev. 586, 590, 781 P.2d 762, 764 (1989)).
16
17

18 Before awarding attorney's fees, the district court must make findings concerning the
19 reasonableness of the award, as required by *Brunzell v. Golden Gate National Bank*, 455 P.2d
20 31, 85 Nev. 345 (1969) and *Shuette v. Beazer Homes Holdings Corp.*, 124 P. 3d 530, 121 Nev.
21 837 (2005). See *Barney v. Mt. Rose Heating & Air Conditioning*, 124 Nev. 821, 829-30, 192
22 P.3d 730, 735-7 (2008).
23

24 According to *Brunzell*, the factors that the district court should consider in awarding
25 attorney fees, with no one factor controlling, is as follows:

- 26 (1) the advocate's qualities, including ability, training, education, experience,
27 professional standing, and skill;
28 (2) the character of the work, including its difficulty, intricacy, importance, as
well as the time and skill required, the responsibility imposed, and the
prominence and character of the parties when affecting the importance of the
litigation;

1 (3) the work performed, including the skill, time, and attention given to the
2 work; and
3 (4) the result—whether the attorney was successful and what benefits were
4 derived.

5 *Barney*, 192 P.3d at 736 (citing *Brunzell*, 85 Nev. at 349, 455 P.2d at 33). According to
6 *Shuette*, the district court is required to “provide[] sufficient reasoning and findings in support
7 of its ultimate determination.” *Id.* (citing *Shuette*, 121 Nev. at 865, 124 P.3d at 549).

8 Margolin concedes that he is not currently entitled to attorney’s fees that are incurred
9 on appeal. See *Bd. of Gallery of History, Inc. v. Datecs Corp.*, 116 Nev. 286, 288, 994 P.2d
10 1149, 1150 (2000). However, as stated above, Margolin is entitled to his postjudgment
11 attorney’s fees, including those incurred in executing on the judgment. Therefore, Margolin is
12 hereby awarded only those fees that have been incurred, postjudgment, with regards to
13 execution of the judgment, for a total of \$31,247.50 in fees, which reflects the lodestar amount
14 of postjudgment attorney’s fees.

15 The amount of attorney’s fees awarded only includes reasonable attorney’s fees from
16 October 18, 2013 to April 18, 2014, as follows: 11.4 hours of work performed by attorney
17 Matthew D. Francis at \$300 per-hour (\$3,420.00); 75.3 hours of work performed by attorney
18 Adam P. McMillen at \$300 per-hour (\$22,590.00); and 41.9 hours of work performed by
19 paralegal Nancy Lindsley at \$125 per-hour (\$5,237.50). This lodestar amount is reasonable
20 under the *Brunzell* factors as follows:

21 (1) **Factors 1 and 2 - The Advocate’s Qualities, Including Ability, Training,
22 Education, Experience, Professional Standing, and Skill and The Novelty
23 and Difficulty of The Questions Involved, and The Time and Skill Involved**

24 The issues related to this case included: (a) whether Plaintiff’s patents were entitled to
25 protection; (b) whether Defendants fraudulently assigned Plaintiff’s patents; and (c), whether
26 Plaintiff was damaged by Defendants’ conduct. The patent and deceptive trade practices
27 issues, and the unique facts surrounding them, involved careful consideration and research. In
28 general, patent and deceptive trade practices litigation is a niche practice that requires a high

1 degree of legal skill and care in order to be performed properly and effectively. Each of these
2 causes of action, coupled with the unique facts of this matter, required thorough research and
3 careful analysis.

4 In addition, the postjudgment collection efforts so far have included attempting to find
5 Zandian's collectible assets, including researching and investigating his property in Nevada
6 and California and moving for a debtor's examination. Considering Zandian's elusive
7 behavior to date and elaborate financial arrangements with a multitude of companies and
8 individuals, Margolin has been forced to incur a significant amount of attorney's fees in
9 attempting to collect on the judgment.
10

11 Accordingly, Margolin's claimed postjudgment attorney's fees are reasonable under
12 these factors.

13 **(2) Factor 3 – The Time and Labor Required**

14 Margolin's counsel has been required to research Zandian's vast real estate holdings in
15 Nevada. Margolin's counsel has recorded the judgment in each Nevada County where
16 Zandian holds property. Margolin's counsel has researched and subpoenaed Zandian's
17 financial information from several financial institutions. Margolin's counsel has moved the
18 court for a debtor's examination of Zandian. The time and labor required relating to
19 collections efforts have been reasonable and significant.
20

21 **(3) Factor 4 - The Result—Whether The Attorney Was Successful And What
22 Benefits Were Derived**

23 Margolin prevailed on all of his causes of action in this case. Margolin's case against
24 the Defendants resulted in a Default Judgment being entered against the Defendants on
25 Margolin's causes of action. Specifically, the Court ordered Defendants to pay Plaintiff
26 \$1,495,775.74, plus interest. In addition, through postjudgment efforts, Margolin's counsel
27 has successfully liened Zandian's Nevada real estate to secure the judgment and Margolin's
28 counsel is in the process of securing appropriate writs of execution to satisfy the judgment.

1 Thus, Margolin obtained the results sought, and this factor weighs in favor of the
2 reasonableness of Margolin's fee request.

3 Further, the Court finds that while Zandian's failure to appear and defend this action
4 led to the default judgments being entered, the nature of this matter required specialized skill
5 and required a significant amount of time and attention by the attorneys involved.

6 The Court finds that patent and deceptive trade practices issues, and the unique facts
7 surrounding them; involved careful consideration and research. Patent and deceptive trade
8 practices litigation is a not a routine practice but requires a high degree of legal skill and care
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2 judgment.'").

3 Since Zandian has not provided a supersedeas bond to stop execution of the judgment,
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1 The total amount awarded to Margolin herein is \$96,287.07. This award shall be added
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4 Order. Payment shall be made payable to the Watson Rounds Trust Account or to Jed
5 Margolin. Payment shall be delivered to the law office of Watson Rounds.

6 DATED: This 19 day of May, 2014.

IT IS SO ORDERED:

7
8 
9 JAMES T. RUSSELL
10 DISTRICT COURT JUDGE
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14
15

16 Respectfully submitted by,

17 WATSON ROUNDS, P.C.

18 By: _____
19 Adam P. McMillen, Esquire
20 Nevada Bar No. 10678
21 5371 Kietzke Lane
22 Reno, NV 89511
23 Telephone: (775) 324-4100
24 Facsimile: (775) 333-8171
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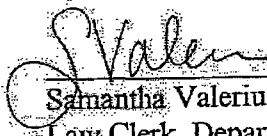
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Matthew D. Francis
Adam P. McMillen
Watson Rounds
5371 Kietzke Lane
Reno, NV 89511

Jason D. Woodbury
Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, NV 89703


Samantha Valerius
Law Clerk, Department I

FIRST JUDICIAL DISTRICT COURT MINUTES

CASE NO. 09 OC 00579 1B

TITLE: JED MARGOLIN VS OPTIMA
TECHNOLOGY CORPORATION, a
California corporation; OPTIMA
TECHNOLOGY CORPORATION, a
Nevada corporation; REZA ZANDIAN aka
GOLAMREZA ZANDIANJAZI aka
GHOLAM REZA ZANDIAN aka REZA
JAZI aka J. REZA JAZI aka G. REZA JAZI
aka GHONONREZA ZANDIAN JAZI an
individual

06/19/12 – DEPT. I – HONORABLE JAMES T. RUSSELL
J. Higgins, Clerk – Not Reported

MINUTE ORDER

COURT ORDERED: A copy of the document entitled Plaintiff's Motion to Compel Appearance of Counsel for Optima Technology Corporations, or in the Alternative, Motion to Strike General Denial of Optima Technology Corporations filed May 15, 2012 is to be used in the place and stead of the original as it is missing.
