

IN THE SUPREME COURT OF THE STATE OF NEVADA

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Elizabeth A. Brown
Clerk of Supreme Court

REZA ZANDIAN, AKA GOLAMREZA
ZANDIANJAZI, AKA GHOLAM REZA
ZANDIAN, AKA REZA JAZAI, AKA J.
REZA JAZI AKA G. REZA JAZI, AKA
GHONOREZA ZANDIAN JAZI, AN
INDIVIDUAL

No. 82559

Appellant,

vs.

JED MARGOLIN, AN INDIVIDUAL,

RECORD ON APPEAL

VOL III

REZA ZANDIAN
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APPELLANT IN PROPER PERSON

ATTORNEYS FOR RESPONDENT

THE SUPREME COURT OF THE STATE OF NEVADA

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EXHIBIT "C"

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520-882-1239
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ATTORNEY TO BE NOTICED

Defendant

Optima Technology Corporation
TERMINATED 08/18/2008

represented by **Jeanna Chandler Nash**
(See above for address)
TERMINATED: 03/03/2008

Defendant

Robert Adams
TERMINATED 04/09/2008

represented by **Edward Moomjian , II**
(See above for address)
TERMINATED: 03/03/2008

Jeanna Chandler Nash
(See above for address)
TERMINATED: 03/03/2008

Jeffrey Lynn Willis
(See above for address)

Robert Alan Bernheim
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Jed Margolin

represented by **Edward Moomjian , II**
(See above for address)
TERMINATED: 03/03/2008
ATTORNEY TO BE NOTICED

Jeanna Chandler Nash
(See above for address)
TERMINATED: 03/03/2008
ATTORNEY TO BE NOTICED

Jeffrey Lynn Willis
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ATTORNEY TO BE NOTICED

Robert Alan Bernheim
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Optima Technology Corporation
TERMINATED: 08/18/2008

ThirdParty Defendant

Joachim L Naimer

ThirdParty Defendant

Unknown Naimer

Named as Jane Doe Naimer

ThirdParty Defendant

Frank E Hummel

ThirdParty Defendant

Unknown Hummel

Named as Jane Doe Hummel

ThirdParty Plaintiff

Optima Technology Group
Incorporated

represented by **Edward Moomjian , II**
(See above for address)
TERMINATED: 03/03/2008

Jeanna Chandler Nash
(See above for address)
TERMINATED: 03/03/2008

Cross Claimant

Optima Technology Group
Incorporated

represented by **Edward Moomjian , II**
(See above for address)
TERMINATED: 03/03/2008

Jeanna Chandler Nash
(See above for address)
TERMINATED: 03/03/2008

V.

Cross Defendant

Optima Technology Corporation
TERMINATED: 07/07/2008

represented by **Jeanna Chandler Nash**
(See above for address)
TERMINATED: 03/03/2008

Counter Claimant

Optima Technology Group
Incorporated

represented by **Edward Moomjian , II**
(See above for address)
TERMINATED: 03/03/2008

Jeanna Chandler Nash
(See above for address)
TERMINATED: 03/03/2008
ATTORNEY TO BE NOTICED

V.

Counter Defendant

Universal Avionics Systems Corporation

represented by **Allan Andrew Kassenoff**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Paul J Sutton
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Scott Joseph Bornstein ,
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LEAD ATTORNEY
ATTORNEY TO BE NOTICED

E Jeffrey Walsh
(See above for address)
ATTORNEY TO BE NOTICED

Counter Claimant

Optima Technology Group Incorporated

represented by **Edward Moomjian , II**
(See above for address)
TERMINATED: 03/03/2008
ATTORNEY TO BE NOTICED

Jeanna Chandler Nash
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TERMINATED: 03/03/2008
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Counter Claimant

Jed Margolin

represented by **Edward Moomjian , II**
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TERMINATED: 03/03/2008
ATTORNEY TO BE NOTICED

Jeanna Chandler Nash
(See above for address)
TERMINATED: 03/03/2008

ATTORNEY TO BE NOTICED

Jeffrey Lynn Willis
 (See above for address)
ATTORNEY TO BE NOTICED

Robert Alan Bernheim
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ATTORNEY TO BE NOTICED

V.

Counter Defendant

Optima Technology Corporation

represented by **Jeanna Chandler Nash**
 (See above for address)
TERMINATED: 03/03/2008

Date Filed	#	Docket Text
11/09/2007	<u>1</u>	SEALED COMPLAINT. Filing fee received: \$ 350.00, receipt number 1549612, filed by Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Exhibit Part 1 of 2# <u>2</u> Exhibit Part 2 of 2# <u>3</u> Summons OTC# <u>4</u> Summons OTG# <u>5</u> Summons JA# <u>6</u> Summons RA# <u>7</u> Civil Cover Sheet)(Walsh, E) Modified on 1/25/2008 (DNO, SEALED PER ORDER <u>39</u>). Modified on 2/15/2008 (APJ,). (Entered: 11/09/2007)
11/09/2007		This case has been assigned to the Honorable Raner C. Collins. All future pleadings or documents should bear the correct case number: CIV-07-588-TUC-RCC. (GPA,) (Entered: 11/15/2007)
11/15/2007	<u>2</u>	Summons Issued as to Optima Technology Corporation. (GPA,). *** IMPORTANT: You must select "Document and stamps" or "Document and comments" on the print screen in order for the court seal to appear on the summons you print. (Entered: 11/15/2007)
11/15/2007	<u>3</u>	Summons Issued as to Optima Technology Group, Inc.. (GPA,). *** IMPORTANT: You must select "Document and stamps" or "Document and comments" on the print screen in order for the court seal to appear on the summons you print. (Entered: 11/15/2007)
11/15/2007	<u>4</u>	Summons Issued as to Jed Margolin. (GPA,). *** IMPORTANT: You must select "Document and stamps" or "Document and comments" on the print screen in order for the court seal to appear on the summons you print. (Entered: 11/15/2007)
11/15/2007	<u>5</u>	Summons Issued as to Robert Adams. (GPA,). *** IMPORTANT: You must select "Document and stamps" or "Document and comments" on the print screen in order for the court seal to appear on the summons you print. (Entered: 11/15/2007)
11/15/2007	<u>6</u>	Notice re electronically sending a magistrate election form to filer by

		Universal Avionics Systems Corporation (GPA,) (Entered: 11/15/2007)
12/17/2007	<u>7</u>	Quarterly MOTION for Extension of Time To Answer based on Stipulation by Optima Technology Corporation, Robert Adams, Jed Margolin. (Attachments: # <u>1</u> Supplement Stipulation, # <u>2</u> Text of Proposed Order Order) (Chandler, Jeanna) (Entered: 12/17/2007)
12/19/2007	<u>8</u>	ORDER granting <u>7</u> Motion for Extension of Time. Dfts have up to 1/7/08 to serve/file their answer. Signed by Judge Raner C Collins on 12/18/07. (SSU,) (Entered: 12/19/2007)
01/04/2008	<u>9</u>	MOTION for Admission Pro Hac Vice as to attorney Scott J Bornstein on behalf of Universal Avionics Systems Corporation. (BAS,) (Entered: 01/04/2008)
01/04/2008	<u>10</u>	MOTION for Admission Pro Hac Vice as to attorney Paul J Sutton on behalf of Universal Avionics Systems Corporation. (BAS,) (Entered: 01/04/2008)
01/04/2008	<u>11</u>	MOTION for Admission Pro Hac Vice as to attorney Allan A Kassenoff on behalf of Universal Avionics Systems Corporation. (BAS,) (Entered: 01/04/2008)
01/04/2008		PRO HAC VICE FEE PAID. \$ 100, receipt number PHX066316 as to Scott J Bornstein. (BAS,) (Entered: 01/04/2008)
01/04/2008		PRO HAC VICE FEE PAID. \$ 100, receipt number PHX066315 as to Paul J Sutton. (BAS,) (Entered: 01/04/2008)
01/04/2008		PRO HAC VICE FEE PAID. \$ 100, receipt number PHX066314 as to Allan A Kassenoff. (BAS,) (Entered: 01/04/2008)
01/04/2008	<u>12</u>	ORDER pursuant to General Order 05-25 granting <u>9</u> Motion for Admission Pro Hac Vice; granting <u>10</u> Motion for Admission Pro Hac Vice; granting <u>11</u> Motion for Admission Pro Hac Vice. Per the Court's Administrative Policies and Procedures Manual, applicant has five (5) days in which to register as a user of the Electronic Filing System. Registration to be accomplished via the court's website at www.azd.uscourts.gov. (BAS,)(This is a TEXT ENTRY ONLY. There is no pdf document associated with this entry.) (Entered: 01/04/2008)
01/07/2008	<u>13</u>	MOTION to Dismiss Case by Optima Technology Group, Inc., Robert Adams. (Chandler, Jeanna) Modified on 1/9/2008 (SSU, DOCUMENT FILED WITH INCORRECT CASE NUMBER AND DOCUMENT NOT IN COMPLIANCE WITH LRCiv 7.1(c). ATTORNEY NOTICED). (Entered: 01/07/2008)
01/07/2008	<u>16</u>	SEALED LODGED Proposed Memorandum in Support of Motion to Dismiss Adams/Optima re: 14 MOTION to Seal Document re Memorandum in Support of Adams/Optima Motion to Dismiss. Document to be filed by Clerk if Motion to Seal is granted. Filed by Optima Technology Group, Inc., Robert Adams. (Chandler, Jeanna) (Entered: 01/07/2008)
01/07/2008	<u>17</u>	MOTION to Dismiss Case for Lack of Jurisdiction by Robert Adams. (Chandler, Jeanna) Modified on 1/9/2008 (SSU, DOCUMENT FILED WITH

		INCORRECT CASE NUMBER AND DOCUMENT NOT IN COMPLIANCE WITH LRCiv 7.1(c). ATTORNEY NOTICED). (Entered: 01/07/2008)
01/07/2008	<u>20</u>	SEALED LODGED Proposed Memorandum in Support of Adams Motion to Dismiss for Lack of Personal Jurisdiction re: 18 MOTION to Seal Document re Memorandum in Support of Motion To Dismiss. Document to be filed by Clerk if Motion to Seal is granted. Filed by Robert Adams. (Chandler, Jeanna) (Entered: 01/07/2008)
01/07/2008	<u>21</u>	MOTION to Dismiss Case for Lack of Jurisdiction by Jed Margolin. (Chandler, Jeanna) Modified on 1/9/2008 (SSU, DOCUMENT FILED WITH INCORRECT CASE NUMBER AND DOCUMENT NOT IN COMPLIANCE WITH LRCiv 7.1(c). ATTORNEY NOTICED). (Entered: 01/07/2008)
01/07/2008	<u>24</u>	SEALED LODGED Proposed Memorandum in Support of Margolins Motion to Dismiss re: 22 MOTION to Seal Document re Memorandum in Support of Margolins Motion to Dismiss. Document to be filed by Clerk if Motion to Seal is granted. Filed by Jed Margolin. (Chandler, Jeanna) (Entered: 01/07/2008)
01/07/2008	<u>27</u>	ANSWER to <u>1</u> Complaint, with Jury Demand by Optima Technology Group, Inc..(Chandler, Jeanna) Modified on 1/9/2008 (SSU, DOCUMENT FILED WITH INCORRECT CASE NUMBER AND DOCUMENT NOT IN COMPLIANCE WITH LRCiv 7.1(c). ATTORNEY NOTICED). (Entered: 01/07/2008)
01/07/2008	<u>28</u>	Corporate Disclosure Statement by Optima Technology Group, Inc. (Chandler, Jeanna) TEXT Modified on 1/8/2008 (SSU, DOCUMENT FILED WITH INCORRECT CASE NUMBER). (Entered: 01/07/2008)
01/08/2008	<u>29</u>	MOTION for Leave to File Excess Pages by Optima Technology Group, Inc., Robert Adams. (Attachments: # <u>1</u> Text of Proposed Order Proposed Order) (Chandler, Jeanna) Modified on 1/9/2008 (SSU, DOCUMENT FILED WITH INCORRECT CASE NUMBER AND DOCUMENT NOT IN COMPLIANCE WITH LRCiv 7.1(c). ATTORNEY NOTICED). (Entered: 01/08/2008)
01/08/2008	<u>31</u>	ORDER granting <u>14</u> Motion to Seal Document ; granting <u>18</u> Motion to Seal Document ; granting <u>22</u> Motion to Seal Document. Signed by Judge Raner C Collins on 1/8/08.(SGG,) (Entered: 01/09/2008)
01/08/2008	<u>32</u>	Sealed Document: Memorandum Per Order <u>31</u> filed by Optima Technology Group, Inc., Robert Adams. (SGG,) (Entered: 01/09/2008)
01/08/2008	<u>33</u>	Sealed Document: Memorandum Per Order <u>31</u> filed by Robert Adams. (SGG,) (Entered: 01/09/2008)
01/08/2008	<u>34</u>	Sealed Document: Memorandum Per Order <u>31</u> filed by Jed Margolin. (SGG,) (Entered: 01/09/2008)
01/09/2008	<u>30</u>	ORDER granting <u>29</u> Motion for Leave to File Excess Pages. Signed by Judge Raner C Collins on 1/9/08.(SSU,) (Entered: 01/09/2008)

01/22/2008	<u>36</u>	First MOTION for Extension of Time Extension of Deadline under Rule 14 (A)(1) <i>Unopposed</i> by Optima Technology Group, Inc.. (Attachments: # <u>1</u> Text of Proposed Order)(Moomjian, Edward) DOCUMENT NOT IN COMPLIANCE WITH LRCiv7.1(c). ATTORNEY NOTICED. Modified on 1/24/2008 (SSU,). (Entered: 01/22/2008)
01/23/2008	<u>37</u>	ORDER granting <u>36</u> Motion for Extension of Time. Deadline for filing third party claims as a right is extended until and including 1/24/08. Signed by Judge Raner C Collins on 1/22/08.(SSU,) (Entered: 01/23/2008)
01/24/2008	<u>38</u>	AMENDED ANSWER to <i>COMPLAINT</i> , THIRD PARTY COMPLAINT against JOACHIM L. NAIMER, JANE DOE NAIMER, FRANK E. HUMMEL, JANE DOE HUMMEL, CROSSCLAIM against Optima Technology Corporation, COUNTERCLAIM against Universal Avionics Systems Corporation by Optima Technology Group, Inc.. (Moomjian, Edward) DOCUMENT FILED WITH INCORRECT CASE NUMBER. TEXT Modified on 1/25/2008 (SSU,). (Entered: 01/24/2008)
01/24/2008	<u>39</u>	SEALED ORDER granting 35 Motion to Seal Document ; denying 25 Motion to Seal Document. Signed by Judge Raner C Collins on 01/23/08. (DNO,) (Entered: 01/25/2008)
01/30/2008	<u>40</u>	Notice re Summons by Optima Technology Group, Inc. (Attachments: # <u>1</u> Summons)(Moomjian, Edward) (Entered: 01/30/2008)
01/30/2008	<u>41</u>	Summons Issued as to Optima Technology Group, Inc., Optima Technology Corporation. (Attachments: # <u>1</u> Summons)(BJW,). *** IMPORTANT: You must select "Document and stamps" or "Document and comments" on the print screen in order for the court seal to appear on the summons you print. (Entered: 01/30/2008)
02/06/2008	<u>42</u>	Notice re Summons to Frank E. Hummel by Optima Technology Group, Inc. (Attachments: # <u>1</u> Summons Jane Doe Hummel, # <u>2</u> Summons Joachim L. Naimer, # <u>3</u> Summons Jane Doe Naimer)(Chandler, Jeanna) (Entered: 02/06/2008)
02/06/2008	<u>43</u>	Summons Issued as to Joachim L Naimer, Jane Doe Naimer, Frank E Hummel, Jane Doe Hummel. (Attachments: # <u>1</u> Summons, # <u>2</u> Summons, # <u>3</u> Summons)(BJW,). *** IMPORTANT: You must select "Document and stamps" or "Document and comments" on the print screen in order for the court seal to appear on the summons you print. (Entered: 02/06/2008)
02/11/2008	<u>48</u>	SEALED MOTION to Seal Document by Universal Avionics Systems Corporation. (DNO,) (Entered: 02/15/2008)
02/13/2008	<u>44</u>	AFFIDAVIT of Phyllis Callahan <i>re Affidavit of Process Server as to Service Upon Reza Zandian (Statutory Agent) for Optima Technology Corporation</i> by Cross Claimant Optima Technology Group, Inc.. (Chandler, Jeanna) (Entered: 02/13/2008)
02/13/2008	<u>45</u>	MOTION for Extension of Time to File Answer re Counterclaims and Third-Party Claims by Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Supplement Stipulation re Enlargement of Time for Plaintiff

		Counterdefendant and Third-Party Defendants to Answer or Otherwise Respond to Counterclaims and Third-Party Claims, # <u>2</u> Text of Proposed Order Order Enlarging Time)(Walsh, E) (Entered: 02/13/2008)
02/13/2008	<u>46</u>	Corporate Disclosure Statement by Universal Avionics Systems Corporation. (Walsh, E) (Entered: 02/13/2008)
02/14/2008	<u>47</u>	ORDER granting <u>45</u> Motion for Extension of Time to Answer. Joachim L Naimer answer due 4/14/2008; Jane Doe Naimer answer due 4/14/2008; Frank E Hummel answer due 4/14/2008; Jane Doe Hummel answer due 4/14/2008; Universal Avionics Systems Corporation answer due 3/18/2008. Signed by Judge Raner C Collins on 2/14/08.(SSU,) (Entered: 02/14/2008)
02/15/2008	<u>49</u>	SUMMONS Returned Executed by Universal Avionics Systems Corporation. Jed Margolin served on 11/26/2007. (Walsh, E) (Entered: 02/15/2008)
02/15/2008	<u>50</u>	SUMMONS Returned Executed by Universal Avionics Systems Corporation. Optima Technology Corporation served on 11/28/2007. (Walsh, E) (Entered: 02/15/2008)
02/15/2008	<u>51</u>	SEALED ORDER granting <u>48</u> Motion to Seal Document. Signed by Judge Raner C Collins on 02/15/08.(SGG,) (Entered: 02/20/2008)
02/15/2008	<u>52</u>	SEALED RESPONSE to Motion re <u>13</u> MOTION to Dismiss Case filed by Universal Avionics Systems Corporation., Sealed per Order <u>51</u> . (SGG,) (Entered: 02/20/2008)
02/15/2008	<u>53</u>	SEALED RESPONSE to Motion re <u>17</u> MOTION to Dismiss Case for Lack of Jurisdiction filed by Universal Avionics Systems Corporation. Sealed per Order <u>51</u> . (SGG,) (Entered: 02/20/2008)
02/15/2008	<u>54</u>	SEALED RESPONSE to Motion re <u>21</u> MOTION to Dismiss Case for Lack of Jurisdiction filed by Universal Avionics Systems Corporation. Sealed per Order <u>51</u> . (SGG,) (Entered: 02/20/2008)
02/15/2008	<u>55</u>	SEALED MOTION to Expedite Discovery by Universal Avionics Systems Corporation. Sealed per Order <u>51</u> . (SGG,) (Entered: 02/20/2008)
02/15/2008	<u>56</u>	Sealed Document: Memorandum and Support of <u>55</u> filed by Universal Avionics Systems Corporation. Sealed per Order <u>51</u> . (SGG,) (Entered: 02/20/2008)
02/15/2008	<u>57</u>	Sealed Document: Declaration filed by Universal Avionics Systems Corporation. Sealed per Order <u>51</u> (Attachments: # <u>1</u> Exhibit, # <u>2</u> Exhibit, # <u>3</u> Exhibit)(SGG,) (Entered: 02/20/2008)
02/15/2008	<u>58</u>	Sealed Document: Declaration filed by Universal Avionics Systems Corporation. Sealed per Order <u>51</u> . (SGG,) (Entered: 02/20/2008)
02/28/2008	<u>59</u>	MOTION to Expedite Motion for Extension of Time by Optima Technology Group, Inc., Robert Adams, Jed Margolin. (Moomjian, Edward) (Entered: 02/28/2008)
02/28/2008	<u>60</u>	MOTION for Extension of Time Extension of Time <i>Motion for Extension of Time to Submit Replies</i> by Optima Technology Group, Inc., Robert Adams,

		Jed Margolin. (Attachments: # <u>1</u> Text of Proposed Order)(Moomjian, Edward) (Entered: 02/28/2008)
02/28/2008	<u>61</u>	ORDER granting <u>59</u> Motion to Expedite.; granting <u>60</u> Motion for Extension of Time. Dfts have 30 days up to and including 3/31/08 to file their replies in support of Motions to Dismiss and Response/Opposition to the Motion for Expedited Discovery. Signed by Judge Raner C Collins on 2/28/08.(SSU,) (Entered: 02/28/2008)
02/28/2008	<u>62</u>	MEMORANDUM re: In Opposition to Motion for Extension of Time by Plaintiff Universal Avionics Systems Corporation. (Walsh, E) (Entered: 02/28/2008)
03/03/2008	<u>64</u>	SEALED ORDER granting <u>63</u> Motion to Withdraw. Signed by Judge Raner C Collins on 02/28/08.(DNO,) (Entered: 03/05/2008)
03/18/2008	<u>65</u>	ANSWER to <u>38</u> Amended Answer to Complaint, Third Party Complaint, Crossclaim, Counterclaim,,, by Universal Avionics Systems Corporation. (Walsh, E) (Entered: 03/18/2008)
04/01/2008	<u>66</u>	NOTICE of Appearance by Jeffrey Lynn Willis on behalf of Optima Technology Group, Inc., Robert Adams, Jed Margolin (Willis, Jeffrey) (Entered: 04/01/2008)
04/01/2008	<u>67</u>	STIPULATION for 72-Hour Extension of Time to File Replies in Support of Motions to Dismiss and Response to Plaintiff's Motion for Expedited Discovery (Second Request) by Optima Technology Group, Inc., Robert Adams, Jed Margolin. (Attachments: # <u>1</u> Text of Proposed Order)(Willis, Jeffrey) (Entered: 04/01/2008)
04/01/2008	<u>68</u>	ORDER re <u>67</u> STIPULATION for 72-Hour Extension of Time to File Replies in Support of Motions to Dismiss and Response to Plaintiff's Motion for Expedited Discovery, due 4/3/08. Signed by Judge Raner C Collins on 4/1/08. (KMF,) (Entered: 04/01/2008)
04/02/2008	<u>69</u>	NOTICE of Appearance by Jeffrey Lynn Willis on behalf of Optima Technology Group, Inc., Robert Adams, Jed Margolin (Willis, Jeffrey) (Entered: 04/02/2008)
04/02/2008	<u>70</u>	APPLICATION for Entry of Default by Defendants Optima Technology Group, Inc., against Optima Technology Corporation, Inc.. (Attachments: # <u>1</u> Text of Proposed Order Proposed Entry of Default)(Willis, Jeffrey) Modified on 4/2/2008 to correct applicant (BJW,). (Entered: 04/02/2008)
04/03/2008	<u>71</u>	REPLY in Support re <u>21</u> MOTION to Dismiss Case for Lack of Jurisdiction and Request for Stay of Proceedings on Motion to Dismiss filed by Optima Technology Group, Inc., Robert Adams, Jed Margolin. (Willis, Jeffrey) (Entered: 04/03/2008)
04/03/2008	<u>72</u>	REPLY in Support re <u>13</u> MOTION to Dismiss Case filed by Optima Technology Group, Inc., Robert Adams, Jed Margolin. (Willis, Jeffrey) (Entered: 04/03/2008)
04/03/2008	<u>73</u>	RESPONSE to Motion re <u>55</u> MOTION to Expedite Discovery filed by

		Optima Technology Group, Inc., Robert Adams, Jed Margolin. (Willis, Jeffrey) (Entered: 04/03/2008)
04/07/2008	<u>74</u>	Clerk's ENTRY OF DEFAULT as to Optima Technology Corporation (PAB,) (Entered: 04/07/2008)
04/09/2008	<u>75</u>	ORDER granting <u>13</u> Motion to Dismiss Case and as amended by <u>72</u> Reply; Counts 5, 6, 7 of Plaintiff's Complaint are dismissed without prejudice to Plaintiff refiling thises claims in state court. Counts 2-4 and 7-12 of Defendants' state law counterclaims, cross-claims and third-party claims are dismissed without prejudice. Ordered denying as moot <u>17</u> Motion to Dismiss Case for Lack of Jurisdiction; dft Adams is dismissed. Ordered denying <u>21</u> Motion to Dismiss Case for Lack of Jurisdiction and <u>71</u> Request for a Stay of Proceedings. Signed by Judge Raner C Collins on 4/9/08.(SSU,) (Entered: 04/09/2008)
04/10/2008	<u>76</u>	APPLICATION for Entry of Default by Defendant Optima Technology Group, Inc. against Optima Technology Corporation. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Text of Proposed Order)(Willis, Jeffrey) (Entered: 04/10/2008)
04/14/2008	<u>77</u>	Clerk's ENTRY OF DEFAULT as to Optima Technology Corporation. (SSU,) (Entered: 04/14/2008)
04/29/2008	<u>78</u>	STIPULATION by Optima Technology Group, Inc., Optima Technology Corporation, Universal Avionics Systems Corporation, Robert Adams, Jed Margolin. (Attachments: # <u>1</u> Text of Proposed Order Order)(Walsh, E) (Entered: 04/29/2008)
05/06/2008	<u>79</u>	ORDER denying <u>55</u> Motion to Expedite, pursuant to Stipulation <u>78</u> . Pla Universal Avionics Systems Corporation may file an amended complaint to reflect the effect of this Court's 4/9/08 Order on or before 5/9/08. Dfts Optima Technology Group and Jed Margolin will respond to the amended complaint within ten days of service. Universal will file a reply to any counterclaims within ten days after being served with such counterclaims. Any and all responsive pleadings that were or may have been due before the date of this Order are vacated in favor of the schedule set forth herein. Signed by Judge Raner C Collins on 4/29/08.(JEMB,) (Entered: 05/06/2008)
05/13/2008	<u>82</u>	**PHRASE "OR PATENT TROLL" PG1 LINE 24, & PARAGRAPHS 37-43 STRIKEN PER ORDER <u>101</u> **Sealed Document: FIRST AMENDED COMPLAINT filed by Universal Avionics Systems Corporation. (JEMB,) Modified on 7/7/2008 (JEMB, TO REFLECT STRICKEN SECTIONS). (Entered: 05/16/2008)
05/14/2008	<u>81</u>	ORDER granting 80 Motion to Seal Document. Signed by Judge Raner C Collins on 5/14/08.(JEMB,) (Entered: 05/16/2008)
05/16/2008	<u>83</u>	CERTIFICATE OF SERVICE by Universal Avionics Systems Corporation (Walsh, E) (Entered: 05/16/2008)
05/20/2008	<u>84</u>	Sealed MOTION to Seal Document re Motion to Unseal Chandler & Udall, LLP'S Ex Parte Motion to Withdraw as Counsel by Universal Avionics

		Systems Corporation. (Attachments: # <u>1</u> Text of Proposed Order)(Walsh, E) Modified on 5/21/2008 to seal document(PAB,). (Entered: 05/20/2008)
05/20/2008	<u>85</u>	SEALED LODGED Proposed Motion to Unseal Chandler & Udall, LLP's Ex Parte Motion to Withdraw as Counsel re: <u>84</u> MOTION to Seal Document re Motion to Unseal Chandler & Udall, LLP'S Ex Parte Motion to Withdraw as Counsel. Document to be filed by Clerk if Motion to Seal is granted. Filed by Universal Avionics Systems Corporation. (Walsh, E) (Entered: 05/20/2008)
05/20/2008	<u>86</u>	SEALED LODGED Proposed Declaration of Allan A. Kassenoff in Support of Plaintiff Universal Avionics Systems Corporation's Motion to Unseal Chandler & Udall, LLP's Ex Parte Motion to Withdraw as Counsel re: <u>84</u> MOTION to Seal Document re Motion to Unseal Chandler & Udall, LLP'S Ex Parte Motion to Withdraw as Counsel. Document to be filed by Clerk if Motion to Seal is granted. Filed by Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Exhibit)(Walsh, E) (Entered: 05/20/2008)
05/21/2008	<u>89</u>	ORDER granting <u>84</u> Motion to Seal Document. Signed by Judge Raner C Collins on 5/20/08.(JEMB,) (Entered: 05/22/2008)
05/21/2008	<u>90</u>	MOTION to Unseal Document re Chandler & Udall, LLP's Ex Parte Motion to Withdraw as Counsel by Universal Avionics Systems Corporation. (JEMB,) (Entered: 05/22/2008)
05/21/2008	<u>91</u>	Sealed Document: Declaration filed by Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Exhibit)(JEMB,) (Entered: 05/22/2008)
05/22/2008	<u>87</u>	MOTION to Strike <i>Allegations From Amended Complaint</i> by Optima Technology Group, Inc., Jed Margolin. (Bernheim, Robert) (Entered: 05/22/2008)
05/22/2008	<u>88</u>	Additional Attachments to Main Document re <u>87</u> MOTION to Strike <i>Allegations From Amended Complaint Proposed Order Granting Defendants' Motion to Strike Allegations from Amended Complaint</i> by Defendants Optima Technology Group, Inc., Jed Margolin. (Bernheim, Robert) (Entered: 05/22/2008)
05/29/2008	<u>92</u>	RESPONSE in Opposition re <u>90</u> MOTION to Unseal Document re Chandler & Udall, LLP's Ex Parte Motion to Withdraw as Counsel filed by Optima Technology Group, Inc., Jed Margolin. (Bernheim, Robert) (Entered: 05/29/2008)
06/04/2008	<u>93</u>	RESPONSE in Opposition re <u>87</u> MOTION to Strike <i>Allegations From Amended Complaint</i> filed by Universal Avionics Systems Corporation. (Walsh, E) (Entered: 06/04/2008)
06/05/2008	<u>94</u>	REPLY in Support re <u>90</u> MOTION to Unseal Document re Chandler & Udall, LLP's Ex Parte Motion to Withdraw as Counsel filed by Universal Avionics Systems Corporation. (Walsh, E) (Entered: 06/05/2008)
06/09/2008	<u>96</u>	SEALED ORDER denying <u>90</u> Motion to Unseal Document. Signed by Judge Raner C Collins on 6/9/08.(JEMB,) (Entered: 06/12/2008)
06/11/2008	<u>95</u>	Notice re Joint Rule 26(f) Report and Respective Case Management Plans by

		Optima Technology Group, Inc., Universal Avionics Systems Corporation (Willis, Jeffrey) (Entered: 06/11/2008)
06/18/2008	<u>97</u>	REPLY to Response to Motion re <u>87</u> MOTION to Strike <i>Allegations From Amended Complaint</i> filed by Optima Technology Group, Inc., Jed Margolin. (Bernheim, Robert) (Entered: 06/18/2008)
06/18/2008	<u>98</u>	MOTION for Default Judgment as to Cross-Defendants Optima Technology Corp. (a CA corp.) and Optima Technology Corp.(a NV corp.) by Optima Technology Group, Inc., Robert Adams, Jed Margolin. (Attachments: # <u>1</u> Text of Proposed Order [Proposed] Form of Judgment)(Bernheim, Robert) (Entered: 06/18/2008)
06/23/2008	<u>99</u>	RESPONSE in Opposition re <u>98</u> MOTION for Default Judgment as to Cross-Defendants Optima Technology Corp. (a CA corp.) and Optima Technology Corp.(a NV corp.) MOTION for Default Judgment as to Cross-Defendants Optima Technology Corp. (a CA corp.) and Optima Technology Corp.(a NV corp.) filed by Universal Avionics Systems Corporation. (Walsh, E) (Entered: 06/23/2008)
06/27/2008	<u>100</u>	Reply re <u>99</u> Response in Opposition to Motion, by Defendant Optima Technology Group, Inc.. (Bernheim, Robert) (Entered: 06/27/2008)
07/07/2008	<u>101</u>	ORDER granting in part and denying in part <u>87</u> Motion to Strike, Plaintiff may file an amended complaint by 7/15/08; granting <u>98</u> Motion for Default Judgment against Cross-Dfts Optima Technology Corporation, a CA Corporation, and Optima Technology Corporation, a NV Corporation. Signed by Judge Raner C Collins on 7/2/08.(SSU,) (Entered: 07/07/2008)
07/08/2008	<u>102</u>	REQUEST <i>For Entry of Separate Judgment Under Rule 58(d)</i> by Defendants Optima Technology Group, Inc., Robert Adams, Jed Margolin. (Attachments: # <u>1</u> Proposed Form of Judgment)(Bernheim, Robert) (Entered: 07/08/2008)
07/10/2008	<u>103</u>	Notice re of Service of Defendant Optima Technology Group, Inc.'s First Set of Interrogatories to Plaintiff by Optima Technology Group, Inc. (Willis, Jeffrey) (Entered: 07/10/2008)
07/15/2008	<u>104</u>	AMENDED COMPLAINT <i>Second</i> against Optima Technology Corporation, Optima Technology Group, Inc., Jed Margolin; Jury Demand, filed by Universal Avionics Systems Corporation.(Walsh, E) (Entered: 07/15/2008)
07/15/2008	<u>105</u>	AFFIDAVIT of Process Server Dean Nichols <i>on Mercury Computer Systems, Inc.</i> by Plaintiff Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Exhibit Subpoena)(Walsh, E) (Entered: 07/15/2008)
07/15/2008	<u>106</u>	AFFIDAVIT of Process Server Ronald Bodtke <i>for Service on Reza Zandian</i> by Plaintiff Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Exhibit Subpoena)(Walsh, E) (Entered: 07/15/2008)
07/15/2008	<u>107</u>	NOTICE of Deposition of Jed Margolin, filed by Universal Avionics Systems Corporation. (Walsh, E) (Entered: 07/15/2008)
07/15/2008	<u>108</u>	NOTICE of Deposition of Robert Adams, filed by Universal Avionics Systems Corporation. (Walsh, E) (Entered: 07/15/2008)

07/15/2008	<u>109</u>	Notice re Service of Plaintiff's First Set of Interrogatories to Defendant Optima Technology Group, Inc. by Universal Avionics Systems Corporation (Walsh, E) TEXT HAS BEEN MODIFIED TO REFLECT CORRECT DOCUMENT TITLE, PER ATTORNEY. Modified on 7/16/2008 (SSU,). (Entered: 07/15/2008)
07/16/2008	<u>110</u>	Notice re Service of Plaintiff's First Request for Production of Documents to Defendant Optima Technology Group, Inc. by Universal Avionics Systems Corporation by Universal Avionics Systems Corporation (Walsh, E) (Entered: 07/16/2008)
07/18/2008	<u>111</u>	NOTICE of Deposition of UAS, filed by Optima Technology Group, Inc.. (Willis, Jeffrey) (Entered: 07/18/2008)
07/18/2008	<u>112</u>	NOTICE of Deposition of Joaquin Naimer, filed by Optima Technology Group, Inc.. (Willis, Jeffrey) (Entered: 07/18/2008)
07/18/2008	<u>113</u>	NOTICE of Deposition of Don Berlin, filed by Optima Technology Group, Inc.. (Willis, Jeffrey) (Entered: 07/18/2008)
07/18/2008	<u>114</u>	NOTICE of Deposition of Frank Hummel, filed by Optima Technology Group, Inc.. (Willis, Jeffrey) (Entered: 07/18/2008)
07/21/2008	<u>115</u>	MOTION for Reconsideration re Of the Court's Default Ruling Against Optima Technology Corporation Filed July7, 2008 by Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Exhibit A)(Mandel, Robert) (Entered: 07/21/2008)
07/23/2008	<u>116</u>	MOTION for Hearing or Conference re: Rule 16 Conference by Optima Technology Group, Inc., Jed Margolin. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Text of Proposed Order)(Willis, Jeffrey) (Entered: 07/23/2008)
07/25/2008	<u>117</u>	APPLICATION for Entry of Default by Plaintiff Universal Avionics Systems Corporation against Optima Technology Corporation. (Attachments: # <u>1</u> Text of Proposed Order Entry of Default)(Mandel, Robert) (Entered: 07/25/2008)
07/25/2008	<u>118</u>	DECLARATION of Declaration of Allan A. Kassenoff in Support of Plaintiff's Application for Entry of Default re <u>117</u> Application for Entry of Default by Plaintiff Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B)(Mandel, Robert) (Entered: 07/25/2008)
07/28/2008	<u>119</u>	RESPONSE in Opposition re <u>116</u> MOTION for Hearing or Conference re: Rule 16 Conference and Expedited Stay of Proceedings Pending Conference filed by Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C)(Mandel, Robert) (Entered: 07/28/2008)
07/29/2008	<u>120</u>	Clerk's ENTRY OF DEFAULT as to Optima Technology Corporation (SSU,) (Entered: 07/29/2008)
07/29/2008	<u>121</u>	ORDER granting in part and denying in part <u>116</u> Motion; Court will set scheduling conference but will not grant a stay of the proceedings. Telephonic Scheduling Conference set for 8/28/2008 10:00 AM before Judge Raner C Collins' law clerk, Isaac Rothschild. Further ordered, parties file with the Court a joint report reflecting the results of the conference by 8/25/08. Signed

		by Judge Raner C Collins on 7/29/08.(SSU,) (Entered: 07/29/2008)
07/29/2008	<u>122</u>	<i>Optima Technology Group and Jed Margolin's ANSWER to 104 Amended Complaint and, COUNTERCLAIM against Optima Technology Corporation by Optima Technology Group, Inc., Jed Margolin.(Bernheim, Robert)</i> (Entered: 07/29/2008)
07/31/2008	<u>123</u>	MOTION FOR DEFAULT JUDGMENT by Plaintiff Universal Avionics Systems Corporation against Optima Technology Corporation. (Mandel, Robert) EVENT AND TEXT MODIFIED FROM Application for Default Judgment TO Motion for Default Judgment. Modified on 8/5/2008 (SSU,). (Entered: 07/31/2008)
08/06/2008	<u>124</u>	Notice re Service of Requests for Production to Garmin International, Inc. by Optima Technology Group, Inc., Jed Margolin (Bernheim, Robert) (Entered: 08/06/2008)
08/06/2008	<u>125</u>	Notice re Answers to Universal Avionics Systems Corporation's First Set of Interrogatories by Optima Technology Group, Inc. (Willis, Jeffrey) (Entered: 08/06/2008)
08/12/2008	<u>126</u>	Reply <i>TO DEFENDANT OPTIMA TECHNOLOGY GROUP, INC.'S COUNTERCLAIMS</i> by Plaintiff Universal Avionics Systems Corporation. (Mandel, Robert) (Entered: 08/12/2008)
08/13/2008	<u>127</u>	Notice re SERVICE OF OBJECTIONS AND RESPONSES TO OPTIMA TECHNOLOGY GROUP, INC.'S FIRST SET OF INTERROGATORIES by Universal Avionics Systems Corporation (Mandel, Robert) (Entered: 08/13/2008)
08/18/2008	<u>128</u>	Notice re Service of Responses to Universal Avionics Systems Corporation's First Request for Production of Documents and Things by Optima Technology Group, Inc., Jed Margolin (Bernheim, Robert) (Entered: 08/18/2008)
08/18/2008	<u>129</u>	ORDER denying <u>115</u> Motion for Reconsideration ; granting <u>123</u> Motion for Default Judgment. Signed by Judge Raner C Collins on 8/18/08.(CLJ,) (Entered: 08/18/2008)
08/18/2008	<u>130</u>	DEFAULT JUDGMENT in favor of Universal Avionics Systems Corporation against Optima Technology Corporation. Signed by Judge Raner C Collins on 8/18/08. (CLJ,) (Entered: 08/18/2008)
08/18/2008	<u>131</u>	ORDER that Final Judgment entered against Cross-Defendants Optima Technology Corporation. ***See attached PDF for complete information***. Signed by Judge Raner C Collins on 8/18/08. (CLJ,) (Entered: 08/18/2008)
08/18/2008	<u>132</u>	ORDER that Final Judgment entered against Defendant Optima Technology Corporation. ***See attached PDF for complete information***. Signed by Judge Raner C Collins on 8/18/08. (CLJ,) (Entered: 08/18/2008)
08/18/2008	<u>133</u>	CLERK'S JUDGMENT in favor of Universal Avionics Systems Corporation against Optima Technology Corporation. Cross-defendant Optima Technology Corporation has been terminated. Signed by Judge Raner C

		Collins on 8/18/08. (CLJ,) (Entered: 08/18/2008)
08/18/2008	<u>134</u>	CLERK'S JUDGMENT in favor of Universal Avionics Systems Corporation against Optima Technology Corporation. Defendant Optima Technology Corporation has been terminated. Signed by Judge Raner C Collins on 8/18/08. (CLJ,) (Entered: 08/18/2008)
08/25/2008	<u>135</u>	NOTICE of Deposition of Optima Technology Group 30(b)(6), filed by Universal Avionics Systems Corporation. (Mandel, Robert) (Entered: 08/25/2008)
08/25/2008	<u>136</u>	REPORT of Joint Rule 26(f) Report and Respective Case Management Plans by Defendants Optima Technology Group, Inc., Jed Margolin, Plaintiff Universal Avionics Systems Corporation. (Bernheim, Robert) (Entered: 08/25/2008)
08/26/2008	<u>137</u>	Notice re Notice of Service of Initial Disclosures by Universal Avionics Systems Corporation (Mandel, Robert) (Entered: 08/26/2008)
08/28/2008	<u>138</u>	Notice re Service of Defendants' Rule 26(a)(1) Initial Disclosure Statement by Optima Technology Group, Inc., Jed Margolin (Bernheim, Robert) (Entered: 08/28/2008)
08/28/2008	<u>139</u>	SCHEDULING ORDER: Discovery due by 9/12/2009. Dispositive motions due by 11/12/2009. Proposed Pretrial Order due by 11/25/2009. Status Report due by 1/5/2009. See attached PDF for additional information. Signed by Judge Raner C Collins on 8/28/08. (SSU,) (Entered: 08/28/2008)
09/05/2008	<u>140</u>	MOTION for Extension of Time <i>To File Briefs</i> by Optima Technology Group, Inc., Jed Margolin. (Attachments: # <u>1</u> Text of Proposed Order) (Bernheim, Robert) (Entered: 09/05/2008)
09/08/2008	<u>141</u>	ORDER granting <u>140</u> Motion for Extension of Time. Dft's briefs re: prejudice resulting from disputed patent prosecution exclusion be filed by 9/12/08, Dft's briefs re: preliminary invalidity contentions be filed by 9/15/08 and Plaintiff's brief re: case bifurcation be filed by 9/15/08. See attached PDF for additional information. Signed by Judge Raner C Collins on 9/8/08.(SSU,) (Entered: 09/08/2008)
09/15/2008	<u>142</u>	STIPULATION <i>to Extend Deadlines to File Briefs</i> by Optima Technology Group, Inc., Jed Margolin, Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Text of Proposed Order)(Bernheim, Robert) (Entered: 09/15/2008)
09/16/2008	<u>143</u>	ORDER granting <u>142</u> Stipulation : dfts have until 9/19/08 to file their briefs re: prejudice resulting from the disputed patent prosecution exclusion, 9/22/08 to file briefs re: preliminary invalidity contentions, Plaintiff have until 9/22/08 to file their brief re: case bifurcation. All parties have 10 days to file responsive memorandum after the initial briefs are filed. Signed by Judge Raner C Collins on 9/16/08. (SSU,) (Entered: 09/16/2008)
09/19/2008	<u>144</u>	BRIEF <i>Re Prejudice Caused by Universal's Proposed Restriction Against Patent Prosecution</i> by Defendants Optima Technology Group, Inc., Jed Margolin. (Bernheim, Robert) (Entered: 09/19/2008)

09/22/2008	<u>145</u>	STIPULATION to <i>Extend Deadlines to File Briefs</i> by Optima Technology Group, Inc., Jed Margolin, Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Text of Proposed Order)(Bernheim, Robert) (Entered: 09/22/2008)
09/23/2008	<u>146</u>	ORDER granting <u>145</u> Stipulation : Dfts shall have up to and including 9/29/2008 to file their motion regarding preliminary invalidity contentions. Pla shall have up to and including 9/29/2008 to file their motion regarding case bifurcation and up to and including 10/10/2008 to file their brief regarding disputed patent prosecution exclusion. The parties shall have ten days after the filing of the motions to respond.. Signed by Judge Raner C Collins on 9/22/08. (JKM,) (Entered: 09/23/2008)
09/23/2008	<u>147</u>	STIPULATION of Dismissal with <i>Prejudice</i> by Optima Technology Group, Inc., Jed Margolin, Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Text of Proposed Order)(Bernheim, Robert) (Entered: 09/23/2008)
09/24/2008	<u>148</u>	ORDER granting <u>147</u> Stipulation of Dismissal :All claims and counterclaims in this action are dismissed with prejudice and the Clerk shall CLOSE this case. Each party shall be responsible for paying its own attorneys' fees and costs incurred in this action.. Signed by Judge Raner C Collins on 9/23/08. (JKM,) (Entered: 09/24/2008)

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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

**OPPOSITION TO MOTION TO
DISMISS**

COMES NOW Plaintiff Jed Margolin and hereby files this opposition to Defendant Reza Zandian's ("Zandian") motion to dismiss the amended complaint on a special appearance and in the alternative for leave to amend the complaint. This opposition is based on the following Memorandum of Points and Authorities and all pleadings, motions, and papers on file herein.

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///

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. FACTUAL BACKGROUND**

3 Plaintiff Jed Margolin is the named inventor on numerous patents and patent
4 applications, including United States Patent No. 5,566,073 (“the ‘073 Patent”), United States
5 Patent No. 5,904,724 (“the ‘724 Patent”), United States Patent No. 5,978,488 (“the ‘488
6 Patent”) and United States Patent No. 6,377,436 (“the ‘436 Patent”) (collectively “the
7 Patents”). See Amended Complaint, ¶ 9. Mr. Margolin is the legal owner and owner of record
8 for the ‘488 and ‘436 Patents, and has never assigned those patents. *Id.*, ¶ 10. In 2004, Mr.
9 Margolin granted to Optima Technology Group (“OTG”), a Cayman Islands Corporation
10 specializing in aerospace technology, a Power of Attorney regarding the ‘073 and ‘724
11 Patents. *Id.*, ¶ 11. Subsequently, Mr. Margolin assigned the ‘073 and ‘724 Patents to OTG.
12 *Id.*, ¶ 13.

13 In May 2006, OTG and Mr. Margolin licensed the ‘073 and ‘724 Patents to Geneva
14 Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to the royalty
15 agreement between Mr. Margolin and OTG. *Id.*, ¶ 12. In about October 2007, OTG licensed
16 the ‘073 Patent to Honeywell International, Inc., and Mr. Margolin received a royalty payment
17 pursuant to the royalty agreement between Mr. Margolin and OTG. *Id.*, ¶ 14.

18 On about December 5, 2007, Defendant Zandian filed with the U.S. Patent and
19 Trademark Office (“USPTO”) fraudulent assignment documents allegedly assigning all four of
20 the Patents to Optima Technology Corporation (“OTC”), a company apparently owned by
21 Defendant Zandian. *Id.*, ¶ 15; see also the fraudulent assignment documents attached hereto as
22 **Exhibit 1** (the Exhibits cited in this brief are attached to the McMillen Affidavit, dated
23 12/5/11, attached hereto).¹ Upon discovery of the fraudulent filings, Mr. Margolin: (a) filed a
24 report with the Storey County Sheriff’s Department; (b) took action to regain record title to the
25 ‘488 and ‘436 Patents that he legally owned; and (c) assisted OTG in regaining record title of
26

27
28 ¹ The signature on the attached Recordation Form Cover Sheet is that of Reza Zandian; also, the internal address for Optima Technology Corporation, which is apparently another name for Zandian, lists John Peter Lee Limited, 830 Las Vegas Boulevard South, Las Vegas, Nevada 89101, 702-382-4044, info@johnpeterlee.com.

1 the '073 and '724 Patents that it legally owned and upon which it contracted with Mr.
2 Margolin for royalties. *Id.*, ¶ 16.

3 Shortly before this, Mr. Margolin and OTG had been named as defendants in an action
4 for declaratory relief regarding non-infringement of the '073 and '724 Patents in the United
5 States District Court for the District of Arizona, in a case titled: *Universal Avionics Systems*
6 *Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the "Arizona
7 Action"). *Id.*, ¶ 17. Plaintiff in the Arizona Action asserted that Mr. Margolin and OTG were
8 not the owners of the '073 and '724 Patents, and Mr. Margolin and OTG filed a cross-claim
9 for declaratory relief against Optima Technology Corporation ("Zandian" or "OTC") in order
10 to obtain legal title to the respective patents.

11 On August 18, 2008, the United States District Court for the District of Arizona
12 entered a default judgment in favor of Mr. Margolin and OTG on their declaratory relief
13 action, and ordered that OTC had no interest in the '073 or '724 Patents, and that the
14 assignment documents filed by Zandian with the USPTO were "forged, invalid, void, of no
15 force and effect." *See Exhibit B to Zandian's Motion to Dismiss*, on file herein.

16 Due to Defendants' fraudulent acts, title to the Patents was clouded and interfered with
17 Plaintiff's and OTG's ability to license the Patents. *Id.*, ¶ 19. In addition, during the period of
18 time Mr. Margolin worked to correct record title of the Patents in the Arizona Action and with
19 the USPTO, he incurred significant litigation and other costs associated with those efforts. *Id.*,
20 ¶ 20.

21 **II. PROCEDURAL BACKGROUND**

22 Plaintiff filed his Complaint on December 11, 2009. Personal service on Defendant
23 Zandian was attempted on February 2, 2010.² Based on that date of service, Zandian's answer
24 to the Complaint was due on or before February 22, 2010. Zandian did not answer the
25 Complaint or respond in any way. On December 2, 2010, a default was entered against
26
27
28

² See Affidavit of Service, dated 2/18/10, attached hereto as Exhibit 2.

1 Zandian. Plaintiff then filed and served a Notice of Entry of Default on Zandian on December
2 7, 2010 and on his last known attorney on December 16, 2010.

3 On February 25, 2011, Plaintiff filed in this Court and served a certificate of service
4 indicating that the application for entry of default against Zandian was sent to attorney John
5 Peter Lee. On February 28, 2011, Plaintiff filed an application for default judgment against
6 Defendants Zandian, Optima Technology Corporation, a California Corporation, and Optima
7 Technology Corporation, a Nevada Corporation.

8 On March 1, 2011, a default judgment was entered against Zandian and the other
9 defendants for \$121,594.46. On March 7, 2011, notice of entry of that default was filed and
10 served by mail on Zandian and his counsel.

11 On June 9, 2011, Zandian filed a motion to dismiss and to set aside the default. On
12 August 3, 2011, this Court set aside the default, denied the motion to dismiss without prejudice
13 and granted Plaintiff ninety (90) days from August 3, 2011 to properly effectuate service of the
14 Complaint and Summons and/or an Amended Complaint.

15 On September 27, 2011, this Court ordered that service of process against Defendants
16 be made by publication in the San Diego Union-Tribune, the Reno Gazette-Journal and the Las
17 Vegas Review Journal. As reflected in the affidavits of service filed on November 7, 2011,
18 Defendants were served by publication in the San Diego Union-Tribune (09/23/2011;
19 09/30/2011; 10/07/2011; 10/14/2011), the Reno Gazette-Journal (09/16/2011; 09/23/2011;
20 09/30/2011; 10/07/2011) and the Las Vegas Review Journal (10/07/2011; 10/14/2011;
21 10/21/2011; 10/28/2011).

22 III. ARGUMENT

23 **A. DEFENDANT'S MOTION TO DISMISS CITES MATTERS OUTSIDE** 24 **THE PLEADINGS AND THUS THE MOTION SHOULD BE TREATED** 25 **AS A MOTION FOR SUMMARY JUDGMENT**

26 "If a motion to dismiss for failure to state a claim upon which relief can be granted has
27 been filed, and matters outside the pleading are presented to and not excluded by the trial
28 court, the motion shall be treated as a motion for summary judgment." *Kellar v. Snowden*, 87
Nev. 488, 491-92, 489 P.2d 90, 92-93 (1971). In this case, Defendant Zandian has presented

1 matters outside the Amended Complaint and if the Court does not exclude those matters then
2 Zandian's motion must be treated as a motion for summary judgment.

3 For example, Defendant Zandian references the Arizona default judgment to argue that
4 he was not a part of the Arizona action. See Zandian's Motion to Dismiss, Exhibit B, and 3:15
5 and 3:22-23. Another example is where Defendant Zandian argues that he was not served in
6 the Arizona action and Zandian cites the docket of the Arizona action for support of this
7 argument. *Id.* at 4:26-27, citing Exhibit C (which is the docket of the Arizona action).

8 As a result of Zandian's citation to matters outside of the pleadings, the motion to
9 dismiss should be treated as a motion for summary judgment.

10 **B. LEGAL STANDARD FOR SUMMARY JUDGMENT UNDER NRCP 56**

11 Summary judgment under NRCP 56 may not be used as a shortcut to resolving
12 disputes regarding material facts. *Parmana v. Petricciani*, 70 Nev. 427, 436, 272 P.2d 492
13 (1954), *abrogated on other grounds by Wood v. Safeway, Inc.*, 121 Nev. 724, 121 P.3d 1026
14 (2005).

15 A court "should exercise great care in granting motions for summary judgment". *Short*
16 *v. Hotel Riviera, Inc.*, 79 Nev. 94, 103, 378 P.2d 979, 984 (1963). NRCP 56 authorizes
17 summary judgment only where the moving party is entitled to judgment as a matter of law and
18 no genuine issue remains for trial. *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026,
19 1031 (2005). All evidence favorable to the party against whom summary judgment was
20 rendered will be accepted as true. *Bowyer v. Davidson*, 94 Nev. 718, 720, 584 P.2d 686, 687
21 (1978). The pleadings and other proof must be construed in a light most favorable to the
22 nonmoving party. *Wood v. Safeway, Inc.*, 121 Nev. 724, 732, 121 P.3d 1026, 1031 (2005).

23 **C. MATERIAL ISSUES OF FACT EXIST AS TO DEFENDANT**
24 **ZANDIAN'S INVOLVEMENT IN THE UNDERLYING FRAUDULENT**
25 **ASSIGNMENT**

26 Applying the legal standard for summary judgment to the pleadings and other proof
27 attached to Zandian's motion to dismiss, and/or submitted in this action, material issues of fact
28 plainly exist as to whether or not Defendants, including Zandian in his personal capacity,
executed and filed fraudulent documents with the United States Patent and Trademark Office

1 (“PTO”), among other issues that have caused Plaintiff Margolin’s damages. Zandian has
2 provided no undisputed fact that he was not personally involved in signing the fraudulent
3 documents. He merely argues that he was not involved. Clearly, a material issue of fact exists
4 with that issue alone.

5 **D. IN THE ALTERNATIVE, ADDITIONAL DISCOVERY IS REQUIRED**
6 **PURSUANT TO NRCP 56(f)**

7 In the alternative that the above is not sufficient to defeat the instant motion for
8 summary judgment, it should still be denied based upon the complete lack of discovery in this
9 matter.

10 NRCP 56(f) provides in pertinent part:

11 Should it appear from the affidavits of a party opposing the motion that the
12 party cannot for reasons stated present by affidavit facts essential to justify the
13 party’s opposition, the court may refuse the application for judgment or may
14 order a continuance to permit affidavits to be obtained or depositions to be
15 taken or discovery to be had or may make such other order as is just. *Id.*

16 “NRCP 56(f) permits a district court to grant a continuance when a party opposing a
17 motion for summary judgment is unable to marshal facts in support of its opposition. A district
18 court’s decision to refuse such a continuance is reviewed for abuse of discretion.” *Aviation*
19 *Ventures, Inc. v. Joan Morris, Inc.*, 121 Nev. 113, 117-18, 110 P.3d 59, 62 (2005). In
20 addition:

21 In *Halimi v. Blacketor*, this court concluded that a district court had abused its
22 discretion when it denied an NRCP 56(f) motion for a continuance and granted
23 summary judgment in a case where the complaint had been filed only a year
24 before summary judgment was granted. This court noted that summary
25 judgment is improper when a party seeks additional time to conduct discovery
26 to compile facts to oppose the motion. Furthermore, this court held that when
27 no dilatory motive was shown, it was an abuse of discretion to refuse a request
28 for further discovery at such an early stage in the proceedings.

Aviation Ventures, Inc., 121 Nev. at 118, 110 P.3d at 62 (citations omitted).

25 In addition, Nevada courts regularly consult the Federal Rules of Civil Procedure in
26 interpreting the Nevada rules. *See for example AA Primo Builders, LLC v. Washington*, 245
27 P.3d 1190, 1193 (Nev. 2010). The case law interpreting the federal counterpart of NRCP 56(f)
28 states in part as follows:

1 Rule 56(f) “provides a device for litigants to avoid summary judgment when they have
2 not had sufficient time to develop affirmative evidence.” *Seville Classics, Inc. v. Meskill*
3 *Enterprises, LLC.*, 2005 WL 6141289, *1 (C.D. Cal. 2005)(granting plaintiff’s application for
4 ex parte order under Rule 56(f) denying defendant’s motion for summary judgment), quoting
5 *United States v. Kitsap Physicians Serv.*, 314 F.3d 995, 1000 (9th Cir. 2002). The purpose of
6 Rule 56(f) is to serve as a safeguard against an improvident or premature grant of summary
7 judgment. 10B Charles A. Wright, Arthur R. Miller, *Federal Practice and Procedure* 3d, §
8 2740 (2009)(citations omitted). As such, courts have held that technical rulings regarding
9 Rule 56(f) are improper and the Rule “should be applied with a spirit of liberality.” *Id.*

10 “Rule 56(f) motions ‘should be granted almost as a matter of course unless the
11 nonmoving party has not diligently pursued discovery of the evidence.’” *Caldwell v.*
12 *Roseville Joint Union High School District*, 2006 WL 3747288, *1 (E. D. Cal.
13 2006)(quotations omitted – granting Rule 56(f) ex parte application for continuance).

14 Thus, under NRCP 56(f), a motion for summary judgment should be denied if it
15 appears that additional discovery will assist in developing the facts of the case. Clearly,
16 discovery in the form of written discovery and especially the taking of the depositions of the
17 parties and the fact witnesses (if any), will not only assist in developing the facts of the case
18 but will likely establish unequivocally whether or not Defendants, including Zandian in his
19 personal capacity, were responsible for the filing of the fraudulent documents with the PTO
20 and caused the Plaintiff’s damages.

21 No discovery has been conducted to date as no answer to the complaint or the amended
22 complaint has been filed by Defendants. *McMillen Aff.*, ¶ 31. The written discovery and
23 deposition discovery that will assist in developing the facts of this case and will establish
24 whether Defendants are liable or not for the causes of action filed by Plaintiff is as follows:

25 Discovery needs to be done regarding Zandian’s contention that he never acted in his
26 individual capacity in such a way to cause a justiciable injury to the Plaintiff, as outlined on
27 page 3, lines 20-21 of Zandian’s motion to dismiss (see also page 4, lines 6-7). *McMillen*
28 *Aff.*, ¶ 32. Discovery into all aspects of the Plaintiff’s claims in this matter needs to be

1 accomplished. *Id.* at ¶ 33. The deposition of Defendant Reza Zandian, and written discovery,
2 needs to be undertaken in order to determine his residency and contacts with the State of
3 Nevada for jurisdictional purposes and issues related to his role in forging the assignment
4 documents, among other issues. *Id.* at ¶ 34. Discovery needs to be done regarding issues
5 related to Plaintiff's claims, including whether or not Defendant Zandian acted in his personal
6 capacity in such a way to cause a justiciable injury to Plaintiff. *Id.* at ¶ 35. Discovery needs to
7 be done regarding the Plaintiff's damages. *Id.* at ¶ 36. Discovery into the Defendants' claims
8 and defenses needs to be done. *Id.* at ¶ 37.

9 The above referenced discovery will assist in developing the facts of this case,
10 therefore, pursuant to NRCP 56(f), Defendant Zandian's motion to dismiss/summary judgment
11 should be denied. *Id.* at ¶ 38.

12 Therefore, it is respectfully requested in the alternative that the instant motion be
13 denied so that additional discovery can take place.

14 **E. DEFENDANTS HAVE BEEN PROPERLY SERVED WITH THE**
15 **SUMMONS AND COMPLAINT**

16 NRCP 4(e)(1)(i) allows service by publication when the person on whom service is to
17 be made resides out of the state, or has departed from the state, or cannot, after due diligence,
18 be found within the state, or by concealment seeks to avoid service, and a cause of action
19 exists against the person to whom service is to be made and is a necessary party. In addition,
20 NRCP 4(e)(1)(iii) commands as follows:

21 The order shall direct the publication to be made in a newspaper, published in
22 the State of Nevada, to be designated by the court or judge thereof, for a
23 period of 4 weeks, and at least once a week during said time. In addition to in-
24 state publication, where the present residence of the defendant is unknown the
25 order may also direct that publication be made in a newspaper published
outside the State of Nevada whenever the court is of the opinion that such
publication is necessary to give notice that is reasonably calculated to give a
defendant actual notice of the proceedings.

26 NRCP 4(e)(1)(iii)(emphasis added).

27 In this case, the complaint was filed on December 11, 2009. Plaintiff attempted to
28 serve Defendants at their last-known residential and/or business address of 8401 Bonita

1 Downs Road, Fair Oaks, California 95628. As Plaintiff was having difficulty serving Zandian,
2 the summons and complaint were mailed to Zandian's attorney, John Peter Lee, on January 8,
3 2010, and a request for assistance in serving Zandian was made. See Letter, dated 1/8/10,
4 from Cassandra Joseph to John Peter Lee, attached hereto as **Exhibit 3**.³ Moreover, an attempt
5 at personal service of Zandian occurred on February 2, 2010 in Fair Oaks, California.

6 On August 4, 2011, Adam McMillen sent a letter to John Peter Lee requesting that Mr.
7 Lee accept service on behalf of his client, Reza Zandian. See Letter, dated 8/04/11, from
8 Adam McMillen to John Peter Lee, attached hereto as **Exhibit 4**. Mr. McMillen also
9 requested that Mr. Lee provide a current address for Reza Zandian. *Id.*

10 On August 8, 2011, Mr. Lee sent Mr. McMillen a letter stating as follows:

11 We cannot accept service, nor can we give you Reza Zandian's current address.
12 Except to indicate that he **does not reside** in Nevada **at the present time** and is
13 not subject to the jurisdiction of the courts of this State within the provisions of
14 the litigation commenced by your firm involving an Arizona judgment which
15 cannot be domesticated in Nevada.

16 See Letter, dated 8/8/11, from John Peter Lee to Adam McMillen, attached hereto as **Exhibit 5**
17 (emphasis added). Mr. Lee was unwilling to assist the Plaintiff in serving his client.

18 Nevertheless, as stated above, all three Defendants were served by publication prior to
19 November 2011. Therefore, all three Defendants have been served with the summons and
20 complaint and were given proper notice of this lawsuit.

21 **F. ZANDIAN'S BUSINESS ACTIVITIES AND PROPERTY HOLDINGS ARE
22 SUBSTANTIAL, CONTINUOUS AND SYSTEMATIC, AND HE SHOULD BE
23 DEEMED PRESENT IN THE FORUM**

24 Nevada's long arm statute states as follows:

- 25 1. A court of this state may exercise jurisdiction over a party to a civil action
26 on any basis not inconsistent with the Constitution of this state or the
27 Constitution of the United States.
- 28 2. Personal service of summons upon a party outside this state is sufficient to
confer upon a court of this state jurisdiction over the party so served if the
service is made by delivering a copy of the summons, together with a copy of

³ John Peter Lee never responded to Cassandra Joseph's request for assistance in serving Zandian and the Defendant entities. At least, Mr. Lee never responded until well after the default was entered by filing the instant motion, even though he represented Zandian prior to this action.

1 the complaint, to the party served in the manner provided by statute or rule of
2 court for service upon a person of like kind within this state.

3 3. The method of service provided in this section is cumulative, and may be
4 utilized with, after or independently of other methods of service.

5 NRS 14.065(1)-(3).

6 In addition, in Nevada, “[t]here are two types of personal jurisdiction: general and
7 specific.” *Baker v. Eighth Judicial Dist. Court ex rel. County of Clark*, 116 Nev. 527, 532,
8 999 P.2d 1020, 1023 (2000). “General jurisdiction is required in matters where a defendant is
9 held to answer in a forum for causes of action unrelated to his forum activities.” *Baker v.*
10 *Eighth Judicial Dist. Court ex rel. County of Clark*, 116 Nev. 527, 532, 999 P.2d 1020, 1023
11 (2000). “General jurisdiction over a nonresident will lie where the nonresident’s activities in
12 the forum are ‘substantial’ or ‘continuous and systematic.’” *Id.* Said another way, “General
13 jurisdiction over the defendant ‘is appropriate where the defendant’s forum activities are so
14 “substantial” or “continuous and systematic” that [he] may be deemed present in the forum.””
15 *Freeman v. Second Judicial Dist. Court ex rel. County of Washoe*, 116 Nev. 550, 553, 1 P.3d
16 963, 965 (2000).

17 In addition, the following citation acknowledges that there must be minimum contacts
18 for the Court to exercise jurisdiction over a nonresident and states that owning property or
19 doing business within the state is enough to confer jurisdiction:

20 We acknowledged in *Metal-Matic, Inc. v. 8th Judicial District Court*, 82 Nev.
21 263, 415 P.2d 617 (1966), citing therein *International Shoe Co. v. State of*
22 *Washington*, 326 U.S. 310, 66 S.Ct. 154, 90 L.Ed. 95 (1945); *McGee v.*
23 *International Life*, 355 U.S. 220, 78 S.Ct. 199, 2 L.Ed.2d 223 (1957); and
24 *Hanson v. Denckla*, 357 U.S. 235, 78 S.Ct. 1228, 2 L.Ed.2d 1283 (1958), that
25 since *Pennoyer v. Neff*, 5 Otto 714, 95 U.S. 714, 24 L.Ed. 565 (1877), a
26 jurisdictional evolution has been taking place to such extent that the old
27 jurisdictional landmarks have been left far behind so that in many instances
28 states may now properly exercise jurisdiction over nonresidents not amenable
to service within their borders. The point has not been reached, however, where
state boundaries are not without significance. There must still be some
‘affiliating’ circumstances without which the courts of the state may not
entertain jurisdiction. *Hanson v. Denckla*, supra. Each case depends upon its
own circumstances, but while we adhere to the generalities of ‘minimal
contact,’ that contact must be of significance. **In this case it must amount to
owning property or doing business within this state.**

McCulloch Corp. v. O'Donnell, 83 Nev. 396, 398, 433 P.2d 839, 840 (1967) (emphasis added).

1 In this case, Zandian owns property and does business within the state. In fact, as
2 detailed below, Zandian's forum activities are so "substantial" or "continuous and systematic"
3 that he may be deemed present in the forum and therefore general jurisdiction is appropriate.

4 Zandian owns real property throughout Nevada. He owns two parcels in Clark County
5 (30 acres combined).⁴ He owns 10 parcels in Washoe County ((APN: 79-150-09: 560
6 acres)(APN: 079-150-10: 639 acres)(APN: 079-150-13: 560 acres)(APN: 084-040-02: 627
7 acres)(APN: 084-040-04: 640 acres)(APN: 084-040-06: 633 acres)(APN: 084-040-10: 390
8 acres)(APN 084-130-07: 275 acres)(APN: 79-150-12:160 acres)).⁵ He owns and/or is partial
9 owner of 6 parcels in Lyon County (330.20 acres combined).⁶ He is part owner of two parcels
10 in Churchill County (56.75 acres combined).⁷ He is part owner of one parcel in Elko County
11 (17.6 acres).⁸ It is unknown at this time if he owns other property in other names or through
12 other entities.

13 With regards to doing business within Nevada, Zandian is a managing member of
14 Johnson Spring Water Company LLC, a Nevada LLC.⁹ Zandian is a managing member of
15 Wendover Project L.L.C., a Nevada LLC.¹⁰ Zandian is or was recently a manager of 11000
16 Reno Highway, Fallon, LLC, a Nevada LLC.¹¹ Currently, 11000 Reno Highway, Fallon, LLC
17 is listed as the owner of 640 acres of real property in Churchill County.¹²

18 Zandian is or was recently a managing member and registered agent of Misfits
19 Development LLC, a Nevada LLC.¹³ Zandian is or was recently a managing member and
20

21
22 ⁴ See Zandian's Clark County property information, attached hereto as Exhibit 6.

23 ⁵ See Zandian's Washoe County property information, attached hereto as Exhibit 7.

24 ⁶ See Zandian's Lyon County property information, attached hereto as Exhibit 8.

25 ⁷ See Zandian's Churchill County property information, attached hereto as Exhibit 9.

26 ⁸ See Zandian's Elko County property information, attached hereto as Exhibit 10.

27 ⁹ See Zandian's manager information for Johnson Spring Water Company LLC, attached hereto as Exhibit 11.

28 ¹⁰ See Zandian's manager information for Wendover Project L.L.C., attached hereto as Exhibit 12.

¹¹ See Zandian's manager information for 11000 Reno Highway, Fallon, L.L.C., attached hereto as Exhibit 13.

¹² See 11000 Reno Highway, Fallon, LLC's Churchill County property information, attached hereto as Exhibit 14.

¹³ See Zandian's managing member and resident agent information for Misfits Development LLC, attached hereto as Exhibit 15.

1 registered agent of Elko North 5th Avenue, LLC, a Nevada LLC.¹⁴ Zandian is a managing
2 member and registered agent for Stagecoach Valley LLC, an active Nevada LLC.¹⁵

3 Zandian acted as the resident agent for a revoked Nevada limited liability company
4 named Rock and Royalty LLC, where Zandian's resident agent address was 1401 S. Las
5 Vegas Boulevard, Las Vegas, Nevada 89104.¹⁶ Zandian was a managing member of Gold
6 Canyon Development LLC, a Nevada LLC that is now in default status.¹⁷ Zandian was a
7 managing member of High Tech Development LLC, a Nevada LLC that has been dissolved.¹⁸
8 Zandian was a managing member of Lyon Park Development LLC, a Nevada LLC that has
9 been dissolved.¹⁹ Zandian was a managing member of Churchill Park Development LLC, a
10 Nevada LLC that has been dissolved.²⁰ Zandian was a manager of Sparks Village LLC, a
11 Nevada LLC that is in default status.²¹ Zandian was president, secretary, treasurer, director
12 and resident agent of Optima Technology Corporation, a now revoked Nevada close
13 corporation.²² Zandian was a managing member of I-50 Plaza LLC, a Nevada LLC in default
14 status.²³ Zandian was a manager of Dayton Plaza, LLC, a Nevada LLC in default status.²⁴
15 Finally, Zandian was a manager of Reno Highway Plaza, LLC, a Nevada LLC in revoked
16 status.²⁵

17 Also, Zandian listed Carson City and Las Vegas addresses for his registered agent and
18 officer information for Rock and Royalty LLC, Optima Technology Corporation, High Tech
19

20 ¹⁴ See Zandian's managing member and resident agent information for Elko North 5th Avenue, LLC, attached
hereto as **Exhibit 16**.

21 ¹⁵ See Zandian's managing member and resident agent information for Stagecoach Valley LLC, attached hereto as
Exhibit 17.

22 ¹⁶ See Zandian's resident agent information for Rock and Royalty LLC, attached hereto as **Exhibit 18**.

23 ¹⁷ See Zandian's managing member information for Gold Canyon Development LLC, attached hereto as **Exhibit**
19.

24 ¹⁸ See Zandian's managing member information for High Tech Development LLC, attached hereto as **Exhibit 20**.

25 ¹⁹ See Zandian's managing member information for Lyon Park Development LLC, attached hereto as **Exhibit 21**.

²⁰ See Zandian's managing member information for Churchill Park Development LLC, attached hereto as **Exhibit**
22.

26 ²¹ See Zandian's manager information for Sparks Village LLC, attached hereto as **Exhibit 23**.

27 ²² See Zandian's information for Optima Technology Corporation, attached hereto as **Exhibit 24**.

²³ See Zandian's information for I-50 Plaza LLC, attached hereto as **Exhibit 25**.

28 ²⁴ See Zandian's information for Dayton Plaza, LLC, attached hereto as **Exhibit 26**.

²⁵ See Zandian's information for Reno Highway Plaza, LLC, attached hereto as **Exhibit 27**.

1 Development LLC, Lyon Park Development LLC, Churchill Park Development LLC, Sparks
2 Village, LLC, I-50 Plaza LLC, Dayton Plaza, LLC, 11000 Reno Highway Fallon LLC, Misfits
3 Development LLC, Elko North 5th Ave, LLC, and Stagecoach Valley LLC.²⁶

4 As demonstrated above, Zandian clearly owns or partially owns many properties within
5 and throughout the state of Nevada and Zandian clearly does a significant amount of business
6 within the state. His property ownership holdings and his business dealings, alone, show that
7 Zandian's forum activities are so "substantial" or "continuous and systematic" that he should
8 be deemed present in the forum and therefore general jurisdiction is appropriate.

9 **G. NEVADA HAS ABROGATED THE DOCTRINE OF SPECIAL/GENERAL**
10 **APPEARANCES**

11 Zandian argues that he is making a special appearance "for the purpose of testing both
12 the sufficiency of service and the jurisdiction of the court; thus, Zandian has not consented to
13 personal jurisdiction of any Nevada court by bringing the instant motion." See Motion to
14 Dismiss Amended Complaint on Special Appearance, dated 11/17/11, 2:12-15, on file herein.

15 However, the Nevada Supreme Court has abrogated the doctrine of special/general
16 appearances. *Hansen v. Eighth Judicial Dist. Court ex rel. County of Clark*, 116 Nev. 650,
17 656, 6 P.3d 982, 985 (2000). "Now, before a defendant files a responsive pleading such as an
18 answer, that defendant may move to dismiss for lack of personal jurisdiction, insufficiency of
19 process, and/or insufficiency of service of process, and such a defense is not 'waived by being
20 joined with one or more other defenses.' Alternatively, a defendant may raise its defenses,
21 including those relating to jurisdiction and service, in a responsive pleading." *Hansen*, 116
22 Nev. at 656, 6 P.3d at 986.

23 Zandian could have raised his alleged defenses of insufficiency of service of process
24 and lack of jurisdiction in a motion to dismiss without waiving such defenses and his "special"
25 appearance is a nullity. Therefore, Zandian's motion is merely a motion to dismiss. However,
26 as shown above and below, the motion to dismiss is factually and procedurally fatally flawed.

27 **H. ZANDIAN CANNOT MEET THE STANDARD FOR A MOTION TO DISMISS**

28 ²⁶ See Exhibits 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25, attached hereto.

1 “In considering ‘a motion to dismiss, all well-pleaded allegations of material fact are
2 taken as true and construed in a light most favorable to the non-moving party.’” *Germaine*
3 *Music v. Universal Songs of Polygram*, 275 F. Supp. 2d 1288, 1294 (D. Nev. 2003) *aff'd in*
4 *part*, 130 F. App'x. 153 (9th Cir. 2005).

5 In his third paper filed with this Court, Zandian moves this Court to dismiss the case
6 based upon service of process and jurisdiction. However, as shown above, Zandian was
7 properly served and his forum contacts are so substantial as to create general jurisdiction over
8 him in the State of Nevada. *See supra*. Therefore, construing the complaint in the light most
9 favorable to the Plaintiff, Zandian’s motion to dismiss cannot meet the standard for a motion
10 to dismiss.

11 **I. RES JUDICATA AND ISSUE PRECLUSION DO NOT PREVENT THIS**
12 **ACTION**

13 Zandian’s motion to dismiss is difficult to decipher, but it appears that Zandian is
14 making an argument that res judicata or maybe issue preclusion might apply in this case.
15 However, Zandian provides no factual or legal authority for his arguments.

16 “The failure of a moving party to file a memorandum of points and authorities in
17 support of a motion shall constitute a consent to the denial of the motion...” FJDCR 15(5).
18 Accordingly, Zandian’s motion should be denied.

19 Nevertheless, there is a three-part test for determining whether claim preclusion
20 applies: (1) the parties or their privies are the same, (2) the final judgment is valid, and (3) the
21 subsequent action is based on the same claims or any part of them that were or could have
22 been brought in the first case. *Five Star Capital Corp. v. Ruby*, 124 Nev. 1028, 194 P.3d 709,
23 713 (Nev. 2008).

24 In this case, the parties/privies are not the same and this action is not based on the same
25 claims that were or could have been brought in the first case. For example, Zandian argues
26 that the Arizona action has no application to him: “Because no summons was ever issued as to
27 Zandian in the underlying U.S. District Court action which forms the basis of the instant
28 action, any domestication of the U.S. District Court action as it pertains to Zandian is a clear

1 violation of Zandian's constitutional right to notice under the Due Process clauses of the Fifth
2 and Fourteenth Amendments of the U.S. Constitution." See Motion to Dismiss Amended
3 Complaint on Special Appearance, dated 11/17/11, 5:5-10, on file herein. While Zandian is
4 incorrect in his assessment that Plaintiff is trying to domesticate the Arizona judgment,
5 Zandian is correct that he was not a party to the Arizona case.

6 In addition, the Arizona case was a declaratory judgment action brought by Universal
7 Avionics Systems Corporation ("Universal") against Plaintiff, OTG, OTC and Jed Margolin.
8 See Arizona Complaint, dated 7/15/08, attached hereto as **Exhibit 28** (original complaint
9 sealed). Universal sought a declaratory judgment that the '073 and '724 patents were invalid
10 and not infringed. *Id.*

11 OTG counterclaimed against Universal and cross-claimed against OTC, Joachim
12 Naimer, Jane Naimer, Frank Hummel and Jane Doe Hummel. See Arizona Answer,
13 Counterclaims, Cross-Claims and Third-Party Claims, dated 1/24/08, attached hereto as
14 **Exhibit 29**. OTG claimed patent infringement against Universal, Naimer and Hummel. *Id.*
15 OTG claimed breach of contract, breach of the implied covenant of good faith and fair dealing,
16 and negligence against Universal. *Id.* OTG sought a declaratory judgment against OTC that
17 OTC had no interest or right in the durable power of attorney from Jed Margolin or the above
18 mentioned patents, that OTC's filing/recording of documents with the PTO was invalid and
19 void, and ordering the PTO to correct and expunge its records with regards to the same. *Id.*
20 OTG claimed injurious falsehood/slander of title, trespass to chattels, unfair competition,
21 unfair and deceptive competition/business practices, unlawful conspiracy, joint and several
22 liability, and punitive damages against Universal and OTC. *Id.*

23 In this case, Jed Margolin is claiming conversion, tortious interference with contract,
24 intentional interference with prospective economic advantage, unjust enrichment, and unfair
25 and deceptive trade practices against all Defendants in this matter. The parties/privies and
26 claims in this matter are not the same as the parties/privies and claims in the Arizona action.

27 Therefore, as the parties/privies and claims in the Arizona action are not the same as
28 the parties/privies and claims in this action, claim preclusion does not apply.

1 Also, there is a four-part test for the application of issue preclusion: “(1) the issue
2 decided in the prior litigation must be identical to the issue presented in the current action; (2)
3 the initial ruling must have been on the merits and have become final; ... (3) the party against
4 whom the judgment is asserted must have been a party or in privity with a party to the prior
5 litigation’; and (4) the issue was actually and necessarily litigated.” *Five Star Capital Corp.*,
6 124 Nev. 1028, 194 P.3d at 713. The only identical issues decided in the Arizona case is the
7 fact that OTC/Zandian filed a forged assignment with the United States Patent Office and that
8 OTC/Zandian have no interest in the above mentioned patents or the durable power of
9 attorney.

10 The Arizona court ordered that OTC “has no interest in U.S. Patents Nos. 5,566,073
11 and 5,904,724 (“the Patents”) or the Durable Power of Attorney from Jed Margolin dated July
12 20, 2004.” *See* Exhibit B to Zandian’s Motion to Dismiss Amended Complaint on Special
13 Appearance, dated 11/17/11, on file herein. The Arizona court also ordered that the
14 “Assignment Optima Technology Corporation filed with the USPTO is forged, invalid, void,
15 of no force and effect, and is hereby struck from the records of the USPTO.” *See* Exhibit B to
16 Zandian’s Motion to Dismiss Amended Complaint on Special Appearance, dated 11/17/11, on
17 file herein. Therefore, those issues have already been decided. However, the same claims
18 have not been decided.

19 Therefore, the current action against Zandian and all the other Defendants is properly
20 before this Court.

21 IV. CONCLUSION

22 Based upon the foregoing, Plaintiff respectfully requests that this Court deny Zandian’s
23 motion to dismiss/for summary judgment. If this Court decides to grant any of Zandian’s
24 requests, then Plaintiff respectfully requests leave to amend the Complaint in order to remedy
25 any defects therein. It is respectfully requested in the alternative that the instant motion be
26 denied so that additional discovery can take place.

27 ///

28 ///

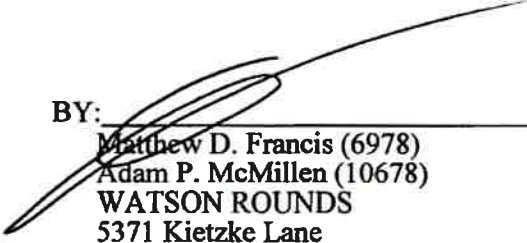
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AFFIRMATION PURSUANT TO NRS 239B.030

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

Dated this 5th day of December, 2011.

BY: _____

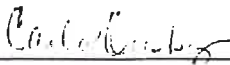

Matthew D. Francis (6978)
Adam P. McMillen (10678)
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511
Telephone: 775-324-4100
Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin

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, **OPPOSITION TO MOTION TO DISMISS**, addressed as follows:

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

Dated: December 5, 2011



Carla Ousby

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1 Matthew D. Francis (6978)
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3 Reno, NV 89511
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Attorneys for Plaintiff Jed Margolin
5

6
7 **In The First Judicial District Court of the State of Nevada**
8 **In and for Carson City**
9

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

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 aka
17 **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

AFFIDAVIT OF ADAM P.
MCMILLEN IN SUPPORT OF
OPPOSITION TO MOTION TO
DISMISS

21
22 I, Adam P. McMillen, being first duly sworn, under oath, depose and say:

23 1. I am an associate at the law firm of Watson Rounds located at 5371 Kietzke
24 Lane, Reno, Nevada 89511. I represent the Plaintiff, Jed Margolin, in the above referenced
25 cause of action against the named Defendants, who are necessary parties to this action. This
26 declaration is based upon my personal knowledge, and is made in support of Plaintiff's
27 Opposition to Defendants' Motion to Dismiss.
28

- 1 2. Attached as **Exhibit 1** is a true and correct copy of the fraudulent assignment
2 documents Defendant Reza Zandian filed with the United States Patent and Trademark Office,
3 dated 12/5/07.
- 4 3. Attached as **Exhibit 2** is a true and correct copy of the Affidavit of Service for
5 Defendant Reza Zandian, dated 2/18/10.
- 6 4. Attached as **Exhibit 3** is a true and correct copy of the Letter, dated 1/8/10,
7 from Cassandra Joseph to John Peter Lee.
- 8 5. Attached as **Exhibit 4** is a true and correct copy of the Letter, dated 8/04/11,
9 from Adam McMillen to John Peter Lee.
- 10 6. Attached as **Exhibit 5** is a true and correct copy of the Letter, dated 8/8/11,
11 from John Peter Lee to Adam McMillen.
- 12 7. Attached as **Exhibit 6** is a true and correct copy of Zandian's Clark County
13 property information.
- 14 8. Attached as **Exhibit 7** is a true and correct copy of Zandian's Washoe County
15 property information.
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- 18 10. Attached as **Exhibit 9** is a true and correct copy of Zandian's Churchill County
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28

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2 Fallon, L.L.C.'s Churchill County property information.
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4 member and resident agent information for Misfits Development LLC.
- 5 17. Attached as **Exhibit 16** is a true and correct copy of Zandian's managing
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24 I-50 Plaza LLC.
- 25 27. Attached as **Exhibit 26** is a true and correct copy of Zandian's information for
26 Dayton Plaza LLC.
- 27 28. Attached as **Exhibit 27** is a true and correct copy of Zandian's information for
28 Reno Highway Plaza LLC.

1 29. Attached as **Exhibit 28** is a true and correct copy of the Arizona Complaint,
2 dated 7/15/08.

3 30. Attached as **Exhibit 29** is a true and correct copy of the Arizona Answer,
4 Counterclaims, Cross-Claims and Third-Party Claims, dated 1/24/08.

5 31. That Discovery in this matter has never opened since Defendants have never
6 answered the complaint or the amended complaint.

7 32. That Defendant Zandian raises the issue that he never acted in his individual
8 capacity in such a way to cause a justiciable injury to the Plaintiff on page 3, lines 20-21 of
9 Zandian's motion to dismiss (see also page 4, lines 6-7).

10 33. That Discovery into any aspects of the Plaintiff's claims in this matter has not
11 been accomplished, not even whether Defendant Zandian acted in his personal capacity to
12 cause a justiciable injury to the Plaintiff.

13 34. That the deposition of Defendant Reza Zandian Defendant Reza Zandian needs
14 to be taken in order to determine his residency and contacts with the State of Nevada for
15 jurisdictional purposes and issues related to his role in forging the assignment documents.

16 35. That Plaintiff has yet to propound written discovery into issues related to
17 Plaintiff's claims, including whether or not Defendant Zandian acted in his personal capacity
18 in such a way to cause a justiciable injury to Plaintiff.

19 36. That discovery into the Plaintiff's damages has not yet been done.

20 37. That discovery into the Defendants' claims and defenses has not been done.

21 38. That the above referenced discovery will assist in developing the facts of this
22 case, therefore, pursuant to NRC 56(f), Defendant Zandian's motion to dismiss/summary
23 judgment should be denied.

24 AFFIANT SAYETH NAUGHT.

25 By: 

ADAM P. MCMILLEN

26 SUBSCRIBED AND SWORN to before me
27 This 5th day of December, 2011.

28 
Notary Public




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 P. MCMILLEN IN SUPPORT OF OPPOSITION TO MOTION TO DISMISS, addressed as follows:

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

Dated: December 5, 2011



Carla Ousby

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541



Exhibit 1

Exhibit 1



UNITED STATES PATENT AND TRADEMARK OFFICE

Under Secretary of Commerce for Intellectual Property and
Director of the United States Patent and Trademark Office

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700352576A

DECEMBER 10, 2007

PTAS

OPTIMA TECHNOLOGY CORPORATION (NV)
C/O JOHN PETER LEE LIMITED
830 LAS VEGAS BOULEVARD SOUTH
LAS VEGAS, NEVADA 89101

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THIS INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 5/1-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/05/2007

REEL/FRAME: 020218/0085
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MARGOLIN, JED

DOC DATE: 12/05/2007

ASSIGNEE:

OPTIMA TECHNOLOGY CORPORATION (NV)
830 LAS VEGAS BOULEVARD SOUTH
C/O JOHN PETER LEE LIMITED
LAS VEGAS, NEVADA 89101

SERIAL NUMBER: 08513298

FILING DATE: 08/09/1995

PATENT NUMBER: 5566073

ISSUE DATE: 10/15/1996

TITLE: PILOT AID USING SYNTHETIC REALITY

SERIAL NUMBER: 08587731

FILING DATE: 01/19/1996

PATENT NUMBER: 5904724

ISSUE DATE: 05/18/1999

TITLE: METHOD AND APPARATUS FOR REMOTELY PILOTING AN AIRCRAFT

020218/0085 PAGE 2

SERIAL NUMBER: 09543252 FILING DATE: 04/05/2000
PATENT NUMBER: 6377436 ISSUE DATE: 04/23/2002
TITLE: MICROWAVE TRANSMISSION USING A LASER-GENERATED PLASMA BEAM WAVEGUIDE

SERIAL NUMBER: 09148045 FILING DATE: 09/03/1998
PATENT NUMBER: 5978488 ISSUE DATE: 11/02/1999
TITLE: SIMULATED AM RADIO

THERESA FREDERICK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

Dec 05 07 02:30p

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12/05/2007
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858-825-2480

p. 2

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 8/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies) Jad Margolin based on Power of Attorney dated July 20, 2004 for Optima Technology Corporation (CA)</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>December 5, 2007</u></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other</p>	<p>2. Name and address of receiving party(ies) Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u></p> <p>Street Address: <u>830 Las Vegas Boulevard South</u></p> <p>City: <u>Las Vegas</u> State: <u>Nevada</u> Country: <u>U.S.A.</u> Zip: <u>89101</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application.</p> <p>A. Patent Application No.(s)</p> <p>B. Patent No.(s) <u>6,568,073</u> <u>6,904,724</u> <u>6,377,438</u> <u>6,978,488</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u></p> <p>Street Address: <u>830 Las Vegas Boulevard South</u></p> <p>City: <u>Las Vegas</u> State: <u>Nevada</u> Zip: <u>89101</u></p> <p>Phone Number: <u>702-382-4044</u> Fax Number: <u>702-382-9250</u> Email Address: <u>info@johnpeterlee.com</u></p>	<p>6. Total number of applications and patents involved: <u>4</u></p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$ 180.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting fee)</p> <p>8. Payment Information a. Credit Card Last 4 Numbers <u>1004</u> Expiration Date <u>01/09</u> b. Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature: _____ Signature <u>Optima Technology Corporation (a California Corporation)</u> Name of Person Signing</p>	<p>Date: <u>12/05/2007</u></p> <p>Total number of pages including cover sheet, attachments, and documents: <u>7</u></p>

Documents to be recorded (including cover sheet) should be faxed to (871) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22312-1450

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

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700352578A

DECEMBER 10, 2007

PTAS

OPTIMA TECHNOLOGY COPORATION (NV)
C/O JOHN PETER LEE LIMITED
830 LAS VEGAS BPULEVARD SOUTH
LAS VEGAS, NEVADA 89101

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/05/2007

REEL/FRAME: 020218/0089
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MARGOLIN, JED BASED ON POWER OF
ATTORNEY DATED JULY 20, 2004 TO:
OPTIMA TECHNOLOGY CORPORATION
(CA)

DOC DATE: 12/05/2007

ASSIGNEE:

OPTIMA TECHNOLOGY CORPORATION (NV)
830 LAS VEGAS BOULEVARD SOUTH
C/O JOHN PETER LEE LIMITED
LAS VEGAS, NEVADA 89101

SERIAL NUMBER: 08513298
PATENT NUMBER: 5566073
TITLE: PILOT AID USING SYNTHETIC REALITY

FILING DATE: 08/09/1995
ISSUE DATE: 10/15/1996

546

020218/0089 PAGE 2

SERIAL NUMBER: 08587731 FILING DATE: 01/19/1996
PATENT NUMBER: 5904724 . ISSUE DATE: 05/18/1999
TITLE: METHOD AND APPARATUS FOR REMOTELY PILOTING AN AIRCRAFT

SERIAL NUMBER: 09543252 FILING DATE: 04/05/2000
PATENT NUMBER: 6377436 ISSUE DATE: 04/23/2002
TITLE: MICROWAVE TRANSMISSION USING A LASER-GENERATED PLASMA BEAM WAVEGUIDE

SERIAL NUMBER: 09148045 FILING DATE: 09/03/1998
PATENT NUMBER: 5978488 ISSUE DATE: 11/02/1999
TITLE: SIMULATED AM RADIO

THERESA FREDERICK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

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12/05/2007
700352578

859-625-2480

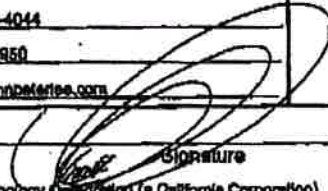
P. 1

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents of the new address(es) below.

1. Name of conveying party(ies) Jed Margolin based on Power of Attorney dated July 20, 2004 to: Optima Technology Corporation (CA) Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>830 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Country: <u>U.S.A.</u> Zip: <u>89101</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>December 5, 2007</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other		4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) <u>5,688,073</u> <u>5,904,724</u> <u>6,377,438</u> <u>6,978,488</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>830 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Zip: <u>89101</u> Phone Number: <u>702-382-4044</u> Fax Number: <u>702-383-9950</u> Email Address: <u>info@johnpeterlee.com</u>		6. Total number of applications and patents involved: <u>4</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$100.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting fee)	
8. Signature:  Signature <u>Optima Technology Corporation (a California Corporation)</u> Name of Person Signing		8. Payment Information a. Credit Card Last 4 Numbers <u>1004</u> Expiration Date <u>01/09</u> b. Deposit Account Number _____ Authorized User Name _____	
Date: <u>12/5/2007</u>		Total number of pages including cover sheet, attachments, and documents: <u>7</u>	

OP 1180.00 6865078

Documents to be recorded (including cover sheet) should be filed to (271) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

020227/0287 PAGE 2

SERIAL NUMBER: 09543252

FILING DATE: 04/05/2000

PATENT NUMBER: 6377436

ISSUE DATE: 04/23/2002

TITLE: MICROWAVE TRANSMISSION USING A LASER-GENERATED PLASMA BEAM WAVEGUIDE

SERIAL NUMBER: 09148045

FILING DATE: 09/03/1998

PATENT NUMBER: 5978488

ISSUE DATE: 11/02/1999

TITLE: SIMULATED AM RADIO

MARCUS KIRK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

020227/0287 PAGE 2

SERIAL NUMBER: 09543252 FILING DATE: 04/05/2000
PATENT NUMBER: 6377436 ISSUE DATE: 04/23/2002
TITLE: MICROWAVE TRANSMISSION USING A LASER-GENERATED PLASMA BEAM WAVEGUIDE

SERIAL NUMBER: 09148045 FILING DATE: 09/03/1998
PATENT NUMBER: 5978488 ISSUE DATE: 11/02/1999
TITLE: SIMULATED AM RADIO

MARCUS KIRK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

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Form PTO-1598 (Rev. 07/03)
OMB No. 0651-0027 (exp. 9/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents of the new address(es) below.

1. Name of conveying party(ies) Jed Margolin based on Power of Attorney dated July 20, 2004 for Optima Technology Corporation (CA)		2. Name and address of receiving party(ies) Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u>	
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Street Address: <u>630 Las Vegas Boulevard South</u>	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>December 5, 2007</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other		City: <u>Las Vegas</u> State: <u>Nevada</u> Country: <u>U.S.A.</u> Zip: <u>89101</u>	
4. Application or patent number(s): A. Patent Application No.(s)		<input type="checkbox"/> This document is being filed together with a new application. B. Patent No.(s) <u>5,568,073</u> <u>5,904,724</u> <u>6,377,438</u> <u>5,978,488</u>	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>630 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Zip: <u>89101</u> Phone Number: <u>702-382-4044</u> Fax Number: <u>702-382-9959</u> Email Address: <u>info@johnpeteree.com</u>		6. Total number of applications and patents involved: <u>4</u>	
7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>160.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)		8. Payment Information a. Credit Card Last 4 Numbers <u>1004</u> Expiration Date <u>01/09</u> b. Deposit Account Number _____ Authorized User Name _____	
9. Signature: <u>Jed Margolin</u> by <u>[Signature]</u> Signature <u>his Attorney in fact</u> Date <u>12/8/2007</u> Optima Technology Corporation (a California Corporation) Total number of pages including cover sheet, attachments, and documents: <u>7</u> Name of Person Signing			

Documents to be recorded (including cover sheet) should be filed to (871) 873-0168, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

018/017

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 2

Exhibit 2

COPY

No. 090C00579 LB

Dept. I

REC'D & FILED
2010 MAR -9 PM 2:15
ALAN GLOVER
BY J. HARKLEROAD
DEPUTY

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

SUMMONS

JED MARGOLIN, an individual
Plaintiff,


Optima Technology ^{vs.} Corporation, a California corporation,
Optima Technology Corporation, a Nevada corporation, Reza
Zandian aka Gohamreza Zandianjazi aka Goham Reza Zandian
aka Reza Jazi aka J. Reza Defendant, 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 THE ABOVE-NAMED DEFENDANT:

NOTICE! YOU HAVE BEEN SUED. 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 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 this Court a written pleading in response to this Complaint.
2. Unless you respond, your default will be entered upon application of the plaintiff, 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

By ALAN GLOVER Clerk of Court
 Deputy Clerk

Date December 15, 2009, 20

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

RETURN OF SERVICE ON REVERSE SIDE

AFFIDAVIT OF SERVICE
(For General Use)

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } SS.

ROBERT TOTH, declares under penalty of perjury:
That affiant is, and was on the day when he served the within Summons, over 18 years of age, and not a party to, nor interested in, the within action; that the affiant received the Summons on the 22ND day of JANUARY, 20 10, and personally served the same upon REZA ZANDIAN the within named defendant, on the 2ND day of FEBRUARY, 20 10, by delivering to the said defendant, personally, in FAIR OAKS, County of SACRAMENTO, State of CALIFORNIA, a copy of the Summons attached to a copy of the Complaint.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.
Executed this 12TH day of FEBRUARY, 20 10. Robert Toth
Signature of person making service

STATE OF NEVADA }
CARSON CITY } SS.

NEVADA SHERIFF'S RETURN
(For Use of Sheriff of Carson City)

I hereby certify and return that I received the within Summons on the _____ day of _____, 20 ____; and personally served the same upon _____, the within named defendant, on the _____ day of _____, 20 ____, by delivering to the said defendant, personally, in Carson City, State of Nevada, a copy of the Summons attached to a copy of the Complaint.

Sheriff of Carson City, Nevada
Date: _____, 20 ____ By _____ Deputy

STATE OF NEVADA }
COUNTY OF _____ } SS.

AFFIDAVIT OF MAILING
(For Use When Service Is by Publication and Mailing)

_____, declares under penalty of perjury:
That affiant is, and was when the herein described mailing took place, over 18 years of age, and not a party to, nor interested in, the within action; that on the _____ day of _____, 20 ____, affiant deposited in the Post Office at _____, Nevada, a copy of the within Summons attached to a copy of the Complaint, enclosed in a sealed envelope upon which first class postage was fully prepaid, addressed to _____, the within named defendant, at _____; that there is a regular communication by mail between the place of mailing and the place so addressed.
I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed this _____ day of _____, 20 ____.

NOTE - If service is made in any manner permitted by Rule 4 other than personally upon the defendant, or is made outside the United States, a special affidavit or return must be made

1 Jed Margolin v. Optima Technology Corp., et al.
2 Case No. 090C00579 1B
3 Declaration of Robert Toth

4 I, ROBERT TOTH, hereby declare:

5 I am a registered process server for the State of California. I have personal knowledge of
6 the facts contained in this Declaration, and if called as a witness, I could and would competently
7 testify thereto. As to those matters alleged on information and belief, I believe them to be true.

8 I served copies of the Summons and Complaint, on Reza Zandian aka Golamreza
9 Zandianjaza, aka Gholam Reza Zandian, aka Reza Jazi, aka J. Reza Jazi, aka G. Reza Jazi, aka
10 Ghononreza Zanian Jazi:

11 On January 26, 2010 at 8:43 a.m., I went to the residence address at 8401 Bonita Downs
12 Road, Fair Oaks, California 95628. There was no answer at the door.

13 On January 28, 2010 at 3:47 p.m., I returned to the residence again, and there was no
14 answer at the door.

15 On January 31, 2010 at 4:13 p.m., I went the residence address, and again there was no
16 answer at the door.

17 On February 2, 2010 at 5:37 p.m., when I returned to the residence address, I observed no
18 lights on, no cars parked, but that the trash was set out.

19 On February 2, 2010 at 7:21 p.m., I returned to the residence address. The door was
20 answered by an elderly man, described as mid to late-60's, middle eastern accent, 5'4" tall, grey
21 hair, long beard, thin, and wearing glasses. I told him I was looking for Reza. I showed him the
22 name on the documents with the various names, and made a motion that he knew one or more of
23 the names. I showed him the photograph that I had. I told him I had legal documents for Reza,
24 and that I would leave it with him. He took the envelope, opened it and saw the documents. He
25 told me that he did not want the papers and that he did not live there. I told him that we had
26 confirmed that was his address. He returned the envelope back. I told him that he needed to
27 make sure that Reza got the paperwork. I put the envelope by the doorway. He picked up the
28 envelope and threw it at me as I was leaving. I left the documents there and again told him that
he had been served for Reza.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct, and that this declaration is executed this 18th day of February, at
3 Citrus Heights, California.

Robert M Toth

ROBERT M. TOTH
Registered Process Server

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Exhibit 3

Exhibit 3

WATSON
WR
ROUNDS

January 8, 2010

KEILY G. WATSON¹
MICHAEL D. ROUNDS¹
MATTHEW D. FRANCIS²

ARTHUR A. ZORIO¹
CANDRA P. JOSEPH¹
MELISSA P. BARNARD
RYAN B. JOHNSON
TARA A. SHROFF
MATTHEW G. HOLLAND
ADAM P. McMILLEN²
ELJZA BECHTOLD⁴
ADAM YOWELL

OF COUNSEL-
MARC D. FOODMAN^{1,2}

¹ Also licensed in California
² Also licensed in Utah
³ Also licensed in Massachusetts
⁴ Licensed only in California

5371 Kleitz Lane
Heno, Nevada 89511
(775) 324-4100
Fax (775) 333-8171
e-mail: rem@watsonrounds.com

777 North Rainbow Boulevard
Suite 350
Las Vegas, Nevada 89107
(702) 636-4902
Fax (702) 636-4904

One Market Street Tower
Suite 1600
San Francisco, CA 94103
(415) 243-1090
Fax (415) 243-0226

www.watsonrounds.com

Reply to: Reza

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

Re: Optima Technology Corporation and Reza Zandian

Dear Mr. Lee:

We represent Mr. Jed Margolin in a case pending in the First Judicial District Court for the State of Nevada in and for Carson City, Case No. 09 0C 00579 1B captioned *Jed Margolin v. Optima Technology Corporation (CA), Optima Technology Corporation (NV), Reza Zandian aka Golamreza Zandianjazi aka aka Gholam Reza Zandian, aka Reza Jazi, aka J. Reza Jazi, aka G. Reza Jazi, aka Ghononreza Zandian Jazi* (the Action). Copies of the summonses and complaint filed in the Action are enclosed.

We understand that at one time you represented one or more of the Defendants named in the Action. We are attempting to effectuate service of the enclosed summonses and complaint on Mr. Zandian and the Defendant entities and have been unsuccessful thus far. Please inform me whether you currently represent Mr. Zandian or the Defendant entities, and if so, whether you will accept service on behalf of any of the Defendants. If you refuse or cannot accept service on behalf of any of the Defendants, please provide any information possible regarding the whereabouts of any of the Defendants. Alternatively, please provide copies of the summonses and complaint to the Defendants.

Please inform me by January 29, 2010 whether or not you will accept service of the summonses and complaint on behalf of any of the Defendants, or whether you



John Peter Lee, Esq.
January 8, 2010
Page 2

will take any other action requested herein. I look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cassandra P. Joseph".

Cassandra P. Joseph
WATSON ROUNDS
A Professional Corporation

COPY

1 Case No.: 09 DC 00579 1B

2 Dept. No.: I

REC'D & FILED

2009 DEC 11 PM 4:07

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BY MARGLOVER CLERK
MALE
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.

COMPLAINT

(Exemption From Arbitration Requested)

Plaintiff, JED MARGOLIN ("Mr. Margolin"), by and through his counsel of record, 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

561

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 Golamreza Zandianjazi,
5 aka Golamreza Zandianjazi, aka Gholam Reza Zandian, aka Reza Jazi, aka J. Reza Jazi, aka G.
6 Reza Jazi, aka Ghonoreza 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.

20
21
22 Jurisdiction and Venue

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

1 8. Venue is based upon the provisions of N.R.S. § 13.010, et seq., inasmuch as the
2 Defendants at all times herein mentioned has been and/or is residing or currently doing business
3 in and/or are responsible for the actions complained of herein in Storey County.

4 Facts

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

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

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

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

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

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

23 15. In December 2007, Defendant Zandian filed with the U.S. Patent and Trademark
24 Office ("USPTO") fraudulent assignment documents allegedly assigning all four of the Patents
25 to Optima Technology Corporation.
26
27
28

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

5 17. Soon thereafter, Mr. Margolin and OTG were named as defendants in an action
6 for declaratory relief regarding non-infringement of the '073 and '724 Patents in the United
7 States District Court for the District of Arizona, in a case titled: *Universal Avionics Systems*
8 *Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the "Arizona
9 Action"). In the Arizona Action, Mr. Margolin and OTG filed a cross-claim for declaratory
10 relief against Zandian in order to obtain legal title to their respective patents.

11 18. On August 18, 2008, the United States District Court for the District of Arizona
12 entered a final judgment in favor of Mr. Margolin and OTG on their declaratory relief action, and
13 ordered that OTC had no interest in the '073 or '724 Patents, and that the assignment documents
14 filed with the USPTO were "forged, invalid, void, of no force and effect." Attached as Exhibit A
15 is a copy of the Order from the United States District Court in the Arizona Action.
16

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

20 20. During the period of time Mr. Margolin worked to correct record title of the
21 Patents in the Arizona Action and with the USPTO, he incurred significant litigation and other
22 costs associated with those efforts.
23

24 Claim 1--Conversion
 (Against All Defendants)

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

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

1 23. The Patents and the royalties due Mr. Margolin under the Patents were the
2 personal property of Mr. Margolin.

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

6 Claim 2--Tortious Interference With Contract
7 (Against All Defendants)

8
9 25. Paragraphs 1-24 of the Complaint set forth above are incorporated herein by
10 reference.

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

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

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

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

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

21 Claim 3--Intentional Interference with Prospective Economic Advantage
22 (Against All Defendants)

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

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

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

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

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

7 Claim 4—Unjust Enrichment
8 (Against All Defendants)

9 36. Paragraphs 1-35 of the Complaint set forth above are incorporated herein by
10 reference.

11 37. Defendants wrongfully obtained record title to the Patents.

12 38. Defendants were aware that record title to the Patents was valuable, and were
13 aware of the benefit derived from having record title.

14 39. Defendants unjustly benefitted from the use of Mr. Margolin's property without
15 compensation to Mr. Margolin.

16 40. As a direct and proximate result of Defendants' aforementioned acts, Mr.
17 Margolin is entitled to equitable relief.

18 Claim 5—Unfair and Deceptive Trade Practices
19 (Against All Defendants)

20 41. Paragraphs 1-40 of the Complaint set forth above are incorporated herein by
21 reference.

22 42. The Defendants, engaging in the acts and conduct described above, have
23 knowingly and willfully committed unfair and deceptive trade practices under NRS 598.0915 by
24 making false representations.

25 43. As a direct and proximate result of the Defendants' unfair and deceptive trade
26 practices, Mr. Margolin has suffered damages in excess of ten thousand dollars (\$10,000),
27 entitling him to the relief set forth below.
28

1
2 WHEREFORE, Plaintiff Jed Margolin, prays for judgment against the Defendants as
3 follows:

- 4 1. That Plaintiff be awarded damages for Defendants' tortious conduct;
5 2. That Plaintiff be awarded damages for Defendants' unjust enrichment;
6 3. That Plaintiff be awarded damages for Defendants' commission of unfair and
7 deceptive trade practices, in an amount to be proven at trial, with said damages being trebled
8 pursuant to NRS 598.0999;
9
10 4. That Plaintiff be awarded actual, consequential, future, and punitive damages of
11 whatever type or nature;
12 5. That the Court award all such further relief that it deems just and proper.

13 **AFFIRMATION**

14 Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding
15 document, filed in District Court, does not contain the social security number of any person.
16

17 DATED: December 10, 2009

18 WATSON ROUNDS

19 

20 Matthew D. Francis (6978)
21 Cassandra P. Joseph (9845)
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

Exhibit 1

Exhibit 1

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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
25
26
27
28



Exhibit 4

Exhibit 4

WATSON WR ROUNDS

August 4, 2011

KELLY G. WATSON ¹
MICHAEL D. ROUNDS ¹
MATTHEW D. FRANCIS ²

ARTHUR A. ZORIO ¹
MELISSA F. BARNARD
RYAN E. JOHNSON
MATTHEW G. HOLLAND
ADAM P. McMILLEN ³
ADAM YOWELL
VINH PHAM ³

OF COUNSEL-
MARC D. FOODMAN ^{1,2}
STEVEN T. POLIKALAS ^{1,4}

¹ Also licensed in California
² Also licensed in Utah
³ Also licensed in Massachusetts
⁴ Also licensed in Tennessee
⁵ Licensed only in California

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(415) 243-4090
Fax (415) 243-0226

www.watsonrounds.com

Reply to: Reno

VIA FACSIMILE ONLY: 702-383-9950

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

Re: First Judicial District Court Case No. 090C00579

Dear Mr. Lee:


We are in receipt of and have reviewed the Order setting aside Jed Margolin's default judgment against your client in the above referenced matter. Also in the order is a 90 day time period from August 3, 2011 to properly effectuate service on your client.

Please allow this letter to serve as a formal demand that you accept service on behalf of your client, Reza Zandian. Also, it is demanded that you provide us with a current address for your client. It is demanded that you agree to accept service and provide this information to my office by 5:00 p.m. on August 8, 2011.

If you do not agree to accept service on behalf of your client and if you are not willing to provide his current address, please explain why so that we can properly serve your client in this case.

I look forward to your professional cooperation in this matter.

Regards,


Adam P. McMillen
WATSON ROUNDS
A Professional Corporation

TRANSMISSION VERIFICATION REPORT

TIME : 08/04/2011 16:11
NAME : WATSON ROUNDS
FAX : 7753338171
TEL : 7753244100
SER. # : BR0L8J883510

DATE, TIME	08/04 16:11
FAX NO./NAME	17023839950
DURATION	00:00:23
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM



FAX COVER SHEET

KELLY G. WATSON ¹
MICHAEL D. ROUNDS ¹
MATTHEW D. FRANCIS ²

ARTHUR A. ZORIO ¹
MELISSA P. BARNARD
RYAN E. JOHNSON
MATTHEW G. HOLLAND
ADAM P. McMILLEN ³
ADAM YOWELL
VINH PHAM ³

OF COUNSEL:
MARC D. FOODMAN ^{1,3}
STEVEN T. POJIKAIAS ^{1,4}

DATE: August 4, 2011
TO: John Peter Lee, Esq
COMPANY: John Peter Lee, Ltd.
FAX NO: 702-383-9950
FROM: Adam McMillen
NUMBER OF PAGES: 2
RE: First Judicial District Court Case No. 090C00579
MESSAGE:

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³ Also licensed in Massachusetts
⁴ Also licensed in Tennessee
⁵ Licensed only in California

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FAX COVER SHEET

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ARTHUR A. ZORIO ¹
MELISSA P. BARNARD
RYAN E. JOHNSON
MATTHEW G. HOLLAND
ADAM P. McMILLEN ³
ADAM YOWELL
VINH PHAM ⁵

OF COUNSEL-
MARC D. FOODMAN ^{1,3}
STEVEN T. POLIKALAS ^{1,4}

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Reply to: Reno

DATE: August 4, 2011
TO: John Peter Lee, Esq
COMPANY: John Peter Lee, Ltd.
FAX NO: 702-383-9950
FROM: Adam McMillen
NUMBER OF PAGES: 2
RE: First Judicial District Court Case No. 090C00579
MESSAGE:

THE FOLLOWING PAGES ARE A CONFIDENTIAL COMMUNICATION INTENDED ONLY FOR THE PERSON NAMED ABOVE. IF YOU ARE NOT THE PERSON NAMED ABOVE, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERY OF THE FOLLOWING INFORMATION, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE. WE WILL GLADLY REIMBURSE YOUR TELEPHONE EXPENSE. THANK YOU.

Exhibit 5

Exhibit 5

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH
LAS VEGAS, NEVADA 89101
TELEPHONE (702) 382-4044
FACSIMILE (702) 383-9950
E-MAIL: info@johnpeterlee.com

August 8, 2011

Fax: (702) 333-8171

Adam P. McMillan
WATSON ROUNDS
A Professional Corporation
777 North Rainbow Boulevard
Suite 350
Las Vegas, Nevada 89511

Re: First Judicial District Court Case No. 090C00579

Dear Mr. McMillan:

Your letter of August 4, 2011, is acknowledged. Our response is as follows:

We cannot accept service, nor can we give you Reza Zandian's current address. Except to indicate that he does not reside in Nevada at the present time and is not subject to the jurisdiction of the courts of this State within the provisions of the litigation commenced by your firm involving an Arizona judgment which cannot be domesticated in Nevada.

Yours truly,

JOHN PETER LEE, LTD.

Dictated but not read

John Peter Lee, Esq.

JPL/mh

● ●

Exhibit 6

Exhibit 6

GENERAL INFORMATION	
PARCEL NO.	071-02-000-005
OWNER AND MAILING ADDRESS	ZANDIAN REZA 8775 COSTA VERDE #501 SAN DIEGO CA 92122-5343
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	MOAPA VALLEY
ASSESSOR DESCRIPTION	PT NE4 NE4 SEC 02 16 68 SEC 02 TWP 16 RNG 68
RECORDED DOCUMENT NO.	* 20050419:04639
RECORDED DATE	04/19/2005
VESTING	NO STATUS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	826
APPRAISAL YEAR	2010
FISCAL YEAR	10-11
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2010-11	2011-12
LAND	7000	5250
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	7000	5250
TAXABLE LAND+IMP (SUBTOTAL)	20000	15000
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	7000	5250
TOTAL TAXABLE VALUE	20000	15000

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	10.00 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR	24000 04/05
LAND USE	0-00 VACANT
DWELLING UNITS	0

GENERAL INFORMATION	
PARCEL NO.	071-02-000-013
OWNER AND MAILING ADDRESS	ZANDIAN REZA 8775 COSTA VERDE #501 SAN DIEGO CA 92122-5343
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	MOAPA VALLEY
ASSESSOR DESCRIPTION	PT SE4 NE4 SEC 02 16 68 SEC 02 TWP 16 RNG 68
RECORDED DOCUMENT NO.	* 20050420:00563
RECORDED DATE	04/20/2005
VESTING	NO STATUS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	826
APPRAISAL YEAR	2010
FISCAL YEAR	10-11
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2010-11	2011-12
LAND	14000	10500
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	14000	10500
TAXABLE LAND+IMP (SUBTOTAL)	40000	30000
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	14000	10500
TOTAL TAXABLE VALUE	40000	30000

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	20.00 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR	40000 04/05
LAND USE	0-00 VACANT
DWELLING UNITS	0



Exhibit 7

Exhibit 7

Zandian's Washoe County Properties - Jed Margolin 4/17/2011

From Washoe County Web site - Assessor's Database: <http://www.co.washoe.nv.us/assessor/cama/search.php>
 (from a search for "Zandian") April 14, 2011 by Jed Margolin

APN	Card	Situs		Last Transaction Date
Owner Name		Mailing Address		
079-150-12	1	STATE ROUTE 447		
REZA ZANDIAN		PO BOX 927674	SAN DIEGO CA 92192	06/27/2005
079-150-09	1	STATE ROUTE 447		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
079-150-10	1	STATE ROUTE 447		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
079-150-13	1	STATE ROUTE 447		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
084-040-02	1	PIERSON CANYON RD		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
084-040-04	1	E INTERSTATE 80		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
084-040-06	1	E INTERSTATE 80		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
084-040-10	1	E INTERSTATE 80		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
084-130-07	1	E INTERSTATE 80		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009
084-140-17	1	E INTERSTATE 80		
REZA ZANDIAN		PO BOX 81624	LAS VEGAS NV 89180	05/12/2009

079-150-12 1 STATE ROUTE 447
REZA ZANDIAN PO BOX 927674 SAN DIEGO CA 92192 06/27/2005

160 acres

County Home => Assessor's Office => Property Assessment Data Search => Parcel Search => Ownership

APN 079-150-12
Owner or Trustee % Ownership
ZANDIAN, REZA et al
FOUGHANI, NILOOFAR

079-150-09 1 STATE ROUTE 447
REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

560 acres

County Home => Assessor's Office => Property Assessment Data Search => Parcel Search => Ownership

APN 079-150-09
Owner or Trustee % Ownership
SADRI LIVING TRUST TTEE et al
SADRI, TRUSTEE, FRED 33
ZANDIAN , REZA 33
KOROGHLI MANAGEMENT TRST, TRST 33
KOROGHLI, TRUSTEE, RAY TTEE
KOROGHLI, TRUSTEE, SATHSOWI T TTEE

079-150-10 1 STATE ROUTE 447
REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

639 acres

County Home => Assessor's Office => Property Assessment Data Search => Parcel Search => Ownership

APN 079-150-10

Owner or Trustee	% Ownership
SADRI LIVING TRUST TTEE et al	
SADRI, TRUSTEE, FRED	33
ZANDIAN , REZA	33
KOROGHLI MANAGEMENT TRUST, TRST	33
KOROGHLI, TRUSTEES, RAY TTEE	
KOROGHLI, TRUSTEE, SATHSOWI T TTEE	

079-150-13 1 STATE ROUTE 447
REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

560 acres

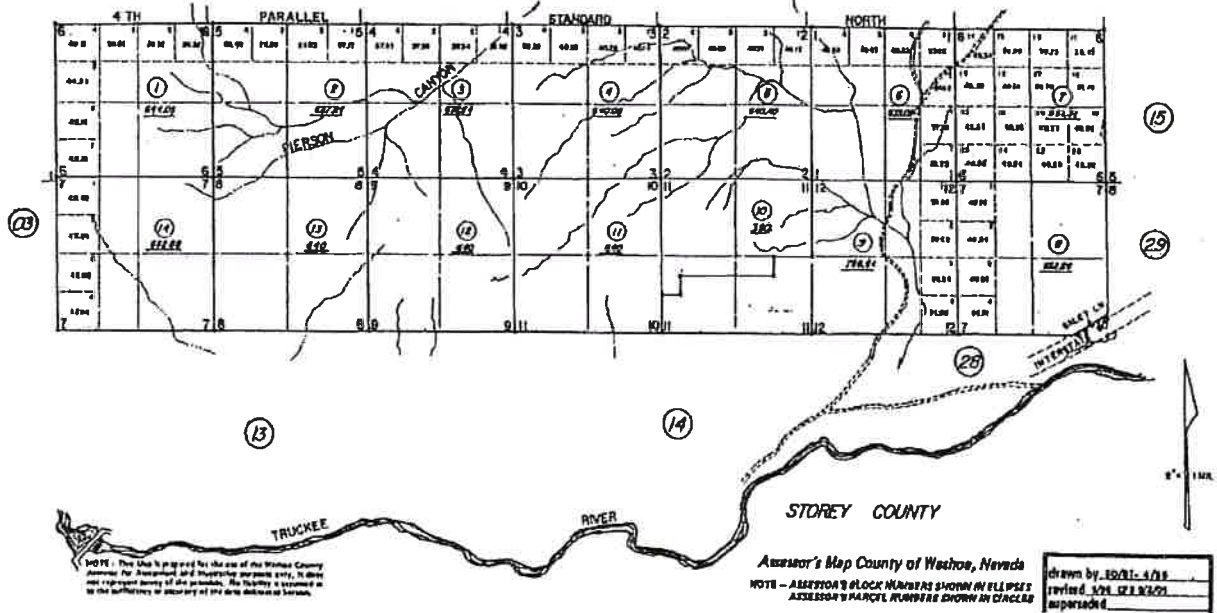
County Home => Assessor's Office => Property Assessment Data Search => Parcel Search => Ownership

APN 079-150-13

Owner or Trustee	% Ownership
SADRI LIVING TRUST TTEE et al	
SADRI, TRUSTEE, FRED	33
ZANDIAN , REZA	33
KOROGHLI MGMT TRUST, TRST	33
KOROGHLI, TTEE, RAY TTEE	
KOROGHLI, TTEE, SATHSOWI T TTEE	

PORTION OF N²-T.20N.-R.23E.
SECTIONS 6 & 7 - T.20N.-R.24E.

BOOK 79



084-040-02 1 PIERSON CANYON RD
REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

627 acres

[County Home](#) => [Assessor's Office](#) => [Property Assessment Data Search](#) => [Parcel Search](#) => [Ownership](#)

APN 084-040-02

Owner or Trustee	% Ownership
SADRI LIVING TRUST TTEE et al	
SADRI, TRUSTEE, FRED	33
ZANDIAN, REZA	33
KOROGHLI MGMT TRST, TRST	33
KOROGHLI, TTEE, RAY TTEE	
KOROGHLI, TTEE, SATHSOWI T TTEE	

084-040-04 1 E INTERSTATE 80
 REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

640 acres

County Home => Assessor's Office => Property Assessment Data Search => Parcel Search => Ownership

APN 084-040-04
Owner or Trustee % Ownership
 SADRI LIVING TRUST TTEE et al
 SADRI, TRUSTEE, FRED 33
 ZANDIAN, REZA 33
 KOROGHLI MGMT TRST, TRST 33
 KOROGHLI, TTEE, RAY TTEE
 KOROGHLI, TTEE, SATHSOWI T TTEE

084-040-06 1 E INTERSTATE 80
 REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

633 acres

County Home => Assessor's Office => Property Assessment Data Search => Parcel Search => Ownership

APN 084-040-06
Owner or Trustee % Ownership
 SADRI LIVING TRUST TTEE et al
 SADRI, TRUSTEE, FRED 33
 ZANDIAN, REZA 33
 KOROGHLI MGMT TRST, TRST 33
 KOROGHLI, TTEE, RAY TTEE
 KOROGHLI, TTEE, SATHSOWI T

084-040-10 1 E INTERSTATE 80
REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

390 acres

County Home => Assessor's Office => Property Assessment Data Search => Parcel Search => Ownership

APN 084-040-10

Owner or Trustee	% Ownership
SADRI LIVING TRUST TTEE et al	
SADRI, TRUSTEE, FRED	33
ZANDIAN, REZA	33
KOROGHLI MGMT TRST, TRST	33
KOROGHLI, TTEE, RAY TTEE	
KOROGHLI, TTEE, SATHSOWI T TTEE	

084-130-07 1 E INTERSTATE 80
REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

275 acres

County Home => Assessor's Office => Property Assessment Data Search => Parcel Search => Ownership

APN 084-130-07

Owner or Trustee	% Ownership
SADRI LIVING TRUST TTEE et al	
SADRI, TRUSTEE, FRED	33
ZANDIAN, REZA	33
KOROGHLI MGMT TRUST, TRST	33
KOROGHLI, TTEE, RAY TTEE	
KOROGHLI, TTEE, SATHSOWI T TTEE	

084-140-17 1 E INTERSTATE 80
REZA ZANDIAN PO BOX 81624 LAS VEGAS NV 89180 05/12/2009

160 acres

[County Home](#) => [Assessor's Office](#) => [Property Assessment Data Search](#) => [Parcel Search](#) => [Ownership](#)

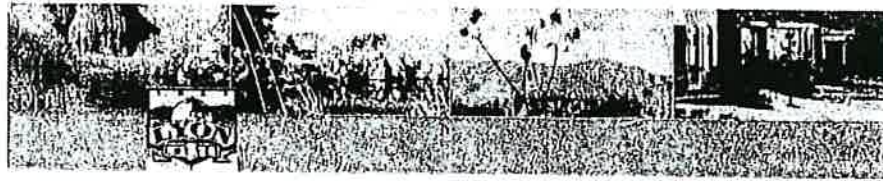
APN 084-140-17

Owner or Trustee	% Ownership
SADRI LIVING TRUST TTEE et al	
SADRI, TRUSTEE, FRED	33
ZANDIAN , REZA	33
KOROGHLI MGMT TRST, TRST	33
KOROGHLI, TTEE, RAY TTEE	
KOROGHLI, TTEE, SATHSOWI T TTEE	



Exhibit 8

Exhibit 8



Assessor Home | Assessor Inquiry

Real Property Inquiry							
Search for Real Property (Land, Improvements, etc.)							
Order List By:							
<input checked="" type="radio"/>	Parcel #	<input type="radio"/>	Owner Name	<input type="radio"/>	Property Location	<input type="radio"/>	District
Filters: Limit Selected Parcels to Include (Choose any number):							
Parcel #	<input type="text"/>	-	<input type="text"/>	8-digit #(s), no dashes	Partial Owner Name	<input type="text" value="ZANDIAN"/>	
Land Use Code Range	<input type="text"/>	-	<input type="text"/>	Code Table	Partial Property Location	<input type="text"/>	examples: SMITH M / ACME MARKETS
Acreage Range	<input type="text"/>	-	<input type="text"/>				
Net Value Range	<input type="text"/>	-	<input type="text"/>				examples: N MAIN ST / MAPLE DR
District	<input type="text" value="All"/>						
Search Results - Select for Detail							
Parcel #	Owner Name	Property Location	Dist.	Land Use	Acreage	Net Assessed Value	
<u>008-052-04</u>	ZANDIAN, REZA	125 PIKE ST	8.5	140 - Vacant Commercial	.220	15,680	
<u>008-052-05</u>	ZANDIAN, REZA	115 PIKE ST	8.5	140 - Vacant Commercial	.220	15,580	
<u>008-052-06</u>	ZANDIAN, REZA	105 PIKE ST	8.5	140 - Vacant Commercial	.220	15,580	
<u>015-311-18</u>	ZANDIAN, REZA ET AL HWY 50		8.3	120 - Vacant Single Family	241.780	24,500	
<u>015-311-19</u>	ZANDIAN, REZA ET AL HWY 50		8.3	140 - Vacant Commercial	47.780	18,710	
<u>021-161-22</u>	ZANDIAN, REZA ET AL		6.0	120 - Vacant Single Family	40.000	3,380	



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Parcel Detail for Parcel # 006-082-04

<p style="text-align: center;">Location</p> <p>Property Location 125 PIKE ST Town DAYTON Subdivision DAYTON TOWN Lot 4 Block 8 Property Name Remarks</p> <p style="text-align: right;"> Add'l Addresses Assessor Maps Legal Description </p>	<p style="text-align: center;">Ownership</p> <p>Assessed Owner Name ZANDIAN, REZA Mailing Address P O BOX 927674 SAN DIEGO, CA 92192-7674 Legal Owner Name ZANDIAN, REZA Vesting Doc#, Date 342193 02/04/05 Book/Page / Map Document #s R890448</p> <p style="text-align: right;"> Ownership History Document History </p>
--	---

<p style="text-align: center;">Description</p> <p>Total Acres .220 Ag Acres .000 W/R Acres .000</p> <p style="text-align: center;">Improvements</p> <table border="0"> <tr> <td>Single-fam Detached 0</td> <td>Non-dwell Units 0</td> <td>Bdm/Bath 0/.00</td> </tr> <tr> <td>Single-fam Attached 0</td> <td>MH Hookups 0</td> <td>Stories .0</td> </tr> <tr> <td>Multi-fam Units 0</td> <td>Wells 0</td> <td></td> </tr> <tr> <td>Mobile Homes 0</td> <td>Septic Tanks 0</td> <td></td> </tr> <tr> <td>Total Dwelling Units 0</td> <td>Bldg Sq Ft 0</td> <td></td> </tr> <tr> <td></td> <td>Garage Sq Ft 0</td> <td>Atch/Detch</td> </tr> <tr> <td></td> <td>Basement Sq Ft 0</td> <td>Finished 0</td> </tr> </table> <p>Improvement List</p>	Single-fam Detached 0	Non-dwell Units 0	Bdm/Bath 0/.00	Single-fam Attached 0	MH Hookups 0	Stories .0	Multi-fam Units 0	Wells 0		Mobile Homes 0	Septic Tanks 0		Total Dwelling Units 0	Bldg Sq Ft 0			Garage Sq Ft 0	Atch/Detch		Basement Sq Ft 0	Finished 0	<p style="text-align: center;">Appraisal Classifications</p> <p>Current Land Use Code 140 Code Table</p> <p style="text-align: center;">Zoning C1</p> <p>Re-appraisal Group 5 Re-appraisal Year 2008 Orig Constr Year Weighted Year</p>
Single-fam Detached 0	Non-dwell Units 0	Bdm/Bath 0/.00																				
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	Garage Sq Ft 0	Atch/Detch																				
	Basement Sq Ft 0	Finished 0																				

Assessed Valuation				Taxable Valuation			
Assessed Values	2012-13	2011-12	2010-11	Taxable Values	2012-13	2011-12	2010-11
Land	15,560	15,560	15,560	Land	44,457	44,457	44,457
Improvements	0	0	0	Improvements	0	0	0
Personal Property	0	0	0	Personal Property	0	0	0
Ag Land	0	0	0	Ag Land	0	0	0
Exemptions	0	0	0	Exemptions	0	0	0
Net Assessed Value	15,560	15,560	15,560	Net Taxable Value	44,457	44,457	44,457
Increased (New) Values				Increased (New) Values			
Land	0	0	0	Land	0	0	0
Improvements	0	0	0	Improvements	0	0	0
Personal Property	0	0	0	Personal Property	0	0	0



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[Personal Property](#) [Sales Data](#) [Secured Tax Inquiry](#) [Recorder Search](#)

Parcel Detail for Parcel # 006-082-05																																																																																											
Location		Ownership																																																																																									
Property Location 116 PIKE ST Town DAYTON Subdivision DAYTON TOWN Lot 5 Block 8 Property Name Remarks		Assessed Owner Name ZANDIAN, REZA Mailing Address P O BOX 927674 SAN DIEGO, CA 92182-7674 Legal Owner Name ZANDIAN, REZA Vesting Doc#, Date 342183 02/04/06 Book/Page / Map Document #s RS90448																																																																																									
Description		Appraisal Classifications																																																																																									
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Assessed Valuation		Taxable Valuation																																																																																									
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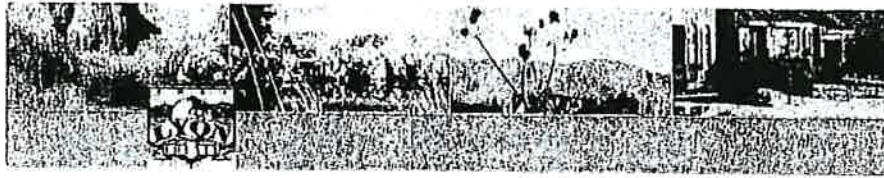


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Parcel Detail for Parcel # 006-052-06

<p>Location</p> <p>Property Location 105 PIKE ST Town DAYTON Subdivision DAYTON TOWN Lot 6 Block 8 Property Name Remarks</p> <p>Add'l Addresses Assessor Maps Legal Description</p>			<p>Ownership</p> <p>Assessed Owner Name ZANDIAN, REZA Mailing Address P O BOX 927674 SAN DIEGO, CA 92192-7674 Legal Owner Name ZANDIAN, REZA Vesting Doc#, Date 342193 02/04/05 Book/Page / Map Document #s R690448</p> <p>Ownership History Document History</p>																																																																																										
<p>Description</p> <p>Total Acres .220 Ag Acres .000 W/R Acres .000</p> <p>Improvements</p> <p>Single-fam Detached 0 Non-dwell Units 0 Bdrm/Bath 0/00 Single-fam Attached 0 MH Hookups 0 Stories 0 Multi-fam Units 0 Wells 0 Mobile Homes 0 Septic Tanks 0 Total Dwelling Units 0 Bldg Sq Ft 0 Garage Sq Ft 0 Atch/Detch Basement Sq Ft 0 Finished 0</p> <p>Improvement List</p>			<p>Appraisal Classifications</p> <p>Current Land Use Code 140 Code Table Zoning C2 Re-appraisal Group 5 Re-appraisal Year 2008 Orig Constr Year Weighted Year</p>																																																																																										
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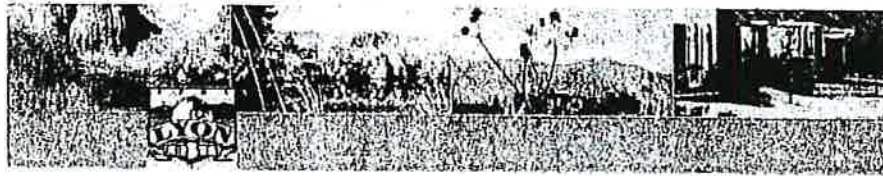
[Assessor Home](#) [Back to Search List](#)
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Parcel Detail for Parcel # 015-311-18																																																																																											
<p style="text-align: center;">Location</p> <p>Property Location HWY 50 Town STAGECOACH Add'l Addresses Subdivision Lot Block Assessor Maps Property Name Legal Description</p> <p>Remarks</p>		<p style="text-align: center;">Ownership</p> <p>Assessed Owner Name ZANDIAN, REZA ET AL Mailing Address P O BOX 027874 Ownership History Add'l Owners SAN DIEGO, CA 92102-7674 Document History</p> <p>Legal Owner Name ZANDIAN, REZA ET AL Vesting Doc#, Date 844412 03/03/06 Book/Page 7 Map Document #s RS332209</p>																																																																																									
<p style="text-align: center;">Description</p> <p>Total Acres 241.790 Ag Acres .000 W/R Acres .000</p> <p style="text-align: center;"><u>Improvements</u></p> <table style="width: 100%; border: none;"> <tr> <td>Single-fam Detached 0</td> <td>Non-dwell Units 0</td> <td>Bdrm/Bath 07.00</td> </tr> <tr> <td>Single-fam Attached 0</td> <td>MH Hookups 0</td> <td>Stories .0</td> </tr> <tr> <td>MU-1-fam Units 0</td> <td>Wells 0</td> <td></td> </tr> <tr> <td>Mobile Homes 0</td> <td>Septic Tanks 0</td> <td></td> </tr> <tr> <td>Total Dwelling Units 0</td> <td>Bldg Sq Ft 0</td> <td></td> </tr> <tr> <td></td> <td>Garage Sq Ft 0</td> <td>Attch/Detach</td> </tr> <tr> <td>Improvement List</td> <td>Basement Sq Ft 0</td> <td>Finished 0</td> </tr> </table>		Single-fam Detached 0	Non-dwell Units 0	Bdrm/Bath 07.00	Single-fam Attached 0	MH Hookups 0	Stories .0	MU-1-fam Units 0	Wells 0		Mobile Homes 0	Septic Tanks 0		Total Dwelling Units 0	Bldg Sq Ft 0			Garage Sq Ft 0	Attch/Detach	Improvement List	Basement Sq Ft 0	Finished 0	<p style="text-align: center;">Appraisal Classifications</p> <p>Current Land Use Code 120 Code Table Zoning RR3 Re-appraisal Group 1 Re-appraisal Year 2009 Orig Constr Year Weighted Year</p>																																																																				
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Improvements	0	0	0																																																																																								
Personal Property	0	0	0																																																																																								

Ownership History for Parcel # 016-311-18				
Current Owners		Prior Owners		
Name	From	Name	From	To
EL-SABAWI, RASHAD TR	2008	DEAD DOG RANCH LLC % LORETTA MC INTIRE 804 RED'S GRADE CARSON CITY, NV 89703	1997	2005
EL-SABAWI, REEM TR	2008			
FAYEGHI, JOHNATHON	2008			
EAGLES NEST LLC	2008			
ZANDIAN, REZA ET AL 8775 COSTA VERDE APT 1416 SAN DIEGO, CA 92122-0000	2005			
FOUGHANI, MILOOFAR	2005			
ABRISHAMI, ELIAS	2005			
ABRISHAMI, MONOO	2005			
ABRISHAMI, ENAYAT	2005			
ABRISHAMI, NAJMA	2005			

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Parcel Detail for Parcel # 016-311-19

<p style="text-align: center;">Location</p> <p>Property Location HWY 60 Town STAGECOACH Add'l Addresses Subdivision Lot Block Assessor Maps Property Name Legal Description</p> <p>Remarks ZONE CHANGE FROM RR3 TO C2 6/1/2008</p>	<p style="text-align: center;">Ownership</p> <p>Assessed Owner Name ZANDIAN, REZA ET AL Mailing Address P O BOX 927074 Ownership History Add'l Owners SAN DIEGO, CA 92192-7874 Document History</p> <p>Legal Owner Name ZANDIAN, REZA ET AL Vesting Doc#, Date 344412 03/03/06 Book/Page 7 Map Document #s RS332209</p>
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<p style="text-align: center;">Description</p> <p>Total Acres 47.750 Ag Acres .000 W/R Acres .000</p> <p style="text-align: center;">Improvements</p> <table style="width: 100%;"> <tr> <td>Single-fam Detached 0</td> <td>Non-dwell Units 0</td> <td>Bdrm/Bath 07.00</td> </tr> <tr> <td>Single-fam Attached 0</td> <td>MH Hookups 0</td> <td>Stories .0</td> </tr> <tr> <td>Multi-fam Units 0</td> <td>Wells 0</td> <td></td> </tr> <tr> <td>Mobile Homes 0</td> <td>Septic Tanks 0</td> <td></td> </tr> <tr> <td>Total Dwelling Units 0</td> <td>Bldg Sq Ft 0</td> <td></td> </tr> <tr> <td></td> <td>Garage Sq Ft 0</td> <td>Atch/Detch</td> </tr> <tr> <td>Improvement List</td> <td>Basement Sq Ft 0</td> <td>Finished 0</td> </tr> </table>	Single-fam Detached 0	Non-dwell Units 0	Bdrm/Bath 07.00	Single-fam Attached 0	MH Hookups 0	Stories .0	Multi-fam Units 0	Wells 0		Mobile Homes 0	Septic Tanks 0		Total Dwelling Units 0	Bldg Sq Ft 0			Garage Sq Ft 0	Atch/Detch	Improvement List	Basement Sq Ft 0	Finished 0	<p style="text-align: center;">Appraisal Classifications</p> <p>Current Land Use Code 140 Code Table</p> <p style="text-align: center;">Zoning C2</p> <p>Re-appraisal Group 1 Re-appraisal Year 2009 Orig Constr Year Weighted Year</p>
Single-fam Detached 0	Non-dwell Units 0	Bdrm/Bath 07.00																				
Single-fam Attached 0	MH Hookups 0	Stories .0																				
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	Garage Sq Ft 0	Atch/Detch																				
Improvement List	Basement Sq Ft 0	Finished 0																				

Assessed Valuation				Taxable Valuation			
Assessed Values	2012-13	2011-12	2010-11	Taxable Values	2012-13	2011-12	2010-11
Land	16,710	16,710	16,710	Land	47,743	47,743	47,743
Improvements	0	0	0	Improvements	0	0	0
Personal Property	0	0	0	Personal Property	0	0	0
Ag Land	0	0	0	Ag Land	0	0	0
Exemptions	0	0	0	Exemptions	0	0	0
Net Assessed Value	16,710	16,710	16,710	Net Taxable Value	47,743	47,743	47,743
Increased (New) Values				Increased (New) Values			
Land	0	0	0	Land	0	0	0
Improvements	0	0	0	Improvements	0	0	0
Personal Property	0	0	0	Personal Property	0	0	0

Ownership History for Parcel # 015-311-19			
Current Owners		Prior Owners	
Name	From	Name	From To
EL-SABAWI, RASHAD TR	2006	DEAD DOG RANCH L.L.O	1897 2005
EL-SABAWI, REEM TR	2006	% LORETTA MC INTIRE	
FAYEGHI, JOHNATHON	2006	804 RED'S GRADE	
EAGLES NEST LLC	2006	CARSON CITY, NV 89703	
ZANDIAN, REZA ET AL	2006		
0775 COSTA VERDE APT 1416			
SAN DIEGO, CA 92122-0000			
FOUGHANI, NILOOFAR	2006		
ABRISHAMI, ELIAS	2006		
ABRISHAMI, MINOO	2005		
ABRISHAMI, ENAYAT	2005		
ABRISHAMI, NAIMA	2005		

NOTE: This is not a complete history and should not be used in place of a title search.

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Parcel Detail for Parcel # 021-451-22

<p>Location</p> <p>Property Location Town FERNLEY Add'l Addresses Subdivision Lot Block Assessor Maps Property Name Legal Description</p> <p>Remarks</p>		<p>Ownership</p> <p>Assessed Owner Name ZANDIAN, REZA ET AL Mailing Address P O BOX 927874 SAN DIEGO, CA 92192-7674 Ownership History Document History</p> <p>Legal Owner Name ZANDIAN, REZA ET AL Vesting Doc#, Date 356791 07/19/06 Book/Page / Map Document #s</p>																																																																																									
<p>Description</p> <p>Total Acres 40.000 Ag Acres .000 W/R Acres .000</p> <p>Improvements</p> <p>Single-fam Detached 0 Non-dwell Units 0 Bdrm/Bath 0/.00 Single-fam Attached 0 MH Hookups 0 Stories .0 Multi-fam Units 0 Wells 0 Mobile Homes 0 Septic Tanks 0 Total Dwelling Units 0 Bldg Sq Ft 0 Garage Sq Ft 0 Atrch/Detch Improvement List Basement Sq Ft 0 Finished 0</p>		<p>Appraisal Classifications</p> <p>Current Land Use Code 120 Code Table Zoning RRS Re-appraisal Group 4 Re-appraisal Year 2007 Orig Constr Year Weighted Year</p>																																																																																									
<p>Assessed Valuation</p> <table border="1"> <thead> <tr> <th>Assessed Values</th> <th>2012-13</th> <th>2011-12</th> <th>2010-11</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td>3,380</td> <td>3,380</td> <td>3,380</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Ag Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Exemptions</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Net Assessed Value</td> <td>3,380</td> <td>3,380</td> <td>3,380</td> </tr> <tr> <td colspan="4">Increased (New) Values</td> </tr> <tr> <td>Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>		Assessed Values	2012-13	2011-12	2010-11	Land	3,380	3,380	3,380	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Assessed Value	3,380	3,380	3,380	Increased (New) Values				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0	<p>Taxable Valuation</p> <table border="1"> <thead> <tr> <th>Taxable Values</th> <th>2012-13</th> <th>2011-12</th> <th>2010-11</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td>9,600</td> <td>9,600</td> <td>9,600</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Ag Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Exemptions</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Net Taxable Value</td> <td>9,600</td> <td>9,600</td> <td>9,600</td> </tr> <tr> <td colspan="4">Increased (New) Values</td> </tr> <tr> <td>Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>		Taxable Values	2012-13	2011-12	2010-11	Land	9,600	9,600	9,600	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Taxable Value	9,600	9,600	9,600	Increased (New) Values				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0
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Improvements	0	0	0																																																																																								
Personal Property	0	0	0																																																																																								

Ownership History for Parcel # 021-461-22

Current Owners		Prior Owners		
Name	From	Name	From	To
ZANDIAN, REZA ET AL 8776 COSATA VERDE STE 1418 SAN DIEGO, CA 92122-0000	2005	ARNOLD, JACK G 10410 88 ST ANDERSON ISLAND, WA 98303-0000	2003	2005
FOUGHAM, NILOOPAR	2005	EVANS, INGRID P O BOX 1182 RENO, NV 89504	1988	2003
		EVANS, LAWRENCE & INGRID P O BOX 1182 RENO, NV 89504	1986	2003

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Exhibit 9

Exhibit 9



CHURCHILL COUNTY

Office of the Assessor

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Parcel Detail for Parcel # 007-151-77																																																																																											
Location		Ownership																																																																																									
Property Location 8825 BRUSH GARDEN DR Town Subdivision M&B Lot Block Property Name Remarks SPLIT PURSUANT TO DEED	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Add Addresses</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">Assessor Maps</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">Legal Description</div>	Assessed Owner Name ZANDIAN REZA & NILOOFAR Mailing Address P O BOX 927074 Add'l Owners SAN DIEGO CA 92192-7874 Legal Owner Name ZANDIAN REZA & NILOOFAR Vesting Doc#, Date 384273 07/27/06 Book/Page / Map Document #s 194386	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Ownership History</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">Document History</div>																																																																																								
Description		Appraisal Classifications																																																																																									
Total Acres 6.750 Ag Acres .000 W/R Acres .000 <div style="border: 1px solid black; padding: 2px; display: inline-block;">Improvements</div>		Current Land Use Code 100 <div style="border: 1px solid black; padding: 2px; display: inline-block;">Code Table</div>																																																																																									
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<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Assessed Values</th> <th>2012-13</th> <th>2011-12</th> <th>2010-11</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td>8,820</td> <td>8,820</td> <td>8,820</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Ag Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Exemptions</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Net Assessed Value</td> <td>8,820</td> <td>8,820</td> <td>8,820</td> </tr> <tr> <td colspan="4">Increased (New) Values</td> </tr> <tr> <td>Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>		Assessed Values	2012-13	2011-12	2010-11	Land	8,820	8,820	8,820	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Assessed Value	8,820	8,820	8,820	Increased (New) Values				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0	<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Taxable Values</th> <th>2012-13</th> <th>2011-12</th> <th>2010-11</th> </tr> </thead> <tbody> <tr> <td>Land</td> <td>25,200</td> <td>25,200</td> <td>25,200</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Ag Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Exemptions</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Net Taxable Value</td> <td>25,200</td> <td>25,200</td> <td>25,200</td> </tr> <tr> <td colspan="4">Increased (New) Values</td> </tr> <tr> <td>Land</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Improvements</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Personal Property</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>		Taxable Values	2012-13	2011-12	2010-11	Land	25,200	25,200	25,200	Improvements	0	0	0	Personal Property	0	0	0	Ag Land	0	0	0	Exemptions	0	0	0	Net Taxable Value	25,200	25,200	25,200	Increased (New) Values				Land	0	0	0	Improvements	0	0	0	Personal Property	0	0	0
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CHURCHILL COUNTY

Office of the Assessor

[Assessor Home](#) [Back to Search List](#)

[Personal Property](#) [Sales Data](#) [Secured Tax Inquiry](#) [Recorder Search](#)

Parcel Detail for Parcel # 009-331-04																																																																																											
Location		Ownership																																																																																									
Property Location 29-20-27 Town Subdivision 29-20-27 NW/1A Lot Block Property Name Remarks		Assessed Owner Name ZANDIAN R & FOUGHANI N Mailing Address P O BOX 927874 Add'l Owners SAN DIEGO CA 92192-7874 Legal Owner Name ZANDIAN R & FOUGHANI N Vesting Doc#, Date 372888 07/08/05 Book/Page / Map Document #s																																																																																									
Description		Appraisal Classifications																																																																																									
Total Acres 60.000 Ag Acres .000 W/R Acres .000 Improvements Single-fam Detached 0 Non-dwell Units 0 Bdrm/Bath 0/00 Single-fam Attached 0 MH Hookups 0 Stories .0 Multi-fam Units 0 Wells 0 Mobile Homes 0 Septic Tanks 0 Total Dwelling Units 0 Bldg Sq Ft 0 Garage Sq Ft 0 Atch/Detch Basement Sq Ft 0 Finished 0		Current Land Use Code 100 Zoning RR20 Re-appraisal Group 3 Re-appraisal Year 2011 Orig Constr Year Weighted Year																																																																																									
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Exhibit 10

Exhibit 10



Assessor Home Back to Search List

Personal Property Sales Data Secured Tax Inquiry Recorder Search

Parcel Detail for Parcel # 001-660-034			
Location		Ownership	
Property Location EL ARMUTH DR Town ELKO CITY Subdivision Lot Block Property Name		Assessed Owner Name ZANDIAN, REZA ET AL Mailing Address PO BOX 927674 SAN DIEGO CA 92192-7674 Legal Owner Name ZANDIAN, REZA ET AL Vesting Doc#, Date 560545 09/26/08 Book/Page / Map Document #s	
<input type="button" value="Add Address"/> <input type="button" value="Assessor Map"/> <input type="button" value="Legal Description"/>		<input type="button" value="Ownership History"/> <input type="button" value="Document History"/>	
Description		Appraisal Classifications	
Total Acres 17.000 Ag Acres .000 W/R Acres .000 Improvements Single-fam Detached 0 Non-dwell Units 0 Bdrm/Bath 0/00 Single-fam Attached 0 MH Hookups 0 Stories 0 Multi-fam Units 0 Wells 0 Mobile Homes 0 Septic Tanks 0 Total Dwelling Units 0 Bldg Sq Ft 0 Garage Sq Ft 0 Atch/Detch Basement Sq Ft 0 Finished 0		Current Land Use Code 120 Zoning R RE Re-appraisal Group Y Re-appraisal Year 2009 Orig Constr Year Weighted Year	
<input type="button" value="Improvement List"/>			
Assessed Valuation		Taxable Valuation	
Assessed Values	2012-13	2011-12	2010-11
Land	24,640	24,640	24,640
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	24,640	24,640	24,640
Increased (New) Values			
Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0
Taxable Values	2012-13	2011-12	2010-11
Land	70,400	70,400	70,400
Improvements	0	0	0
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	70,400	70,400	70,400
Increased (New) Values			
Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

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Exhibit 11

Exhibit 11

JOHNSON SPRING WATER COMPANY LLC

Business Entity Information			
Status:	Active	File Date:	10/01/2003
Type:	Domestic Limited-Liability Company	Entity Number:	LLC14948-2003
Issuing State:	NV	Expiration Date:	10/31/2012
Managed By:	Managers	Expiration Date:	10/01/2503
Business ID:	NV20031151284	Business Filing Date:	10/31/2012

Registered Agent Information			
Name:	RAY KOROGHLI	Address 1:	3055 VIA SARA FINA DR.
Address 2:		City:	HENDERSON
State:	NV	Zip Code:	89052
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No. of Shares:	0	Capital Received:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Manager - GHOLAMREZA ZANDIAN JAZI				
Address 1:	PO BOX 927674	Address 2:		
City:	SAN DIEGO	State:	CA	
Zip Code:	92192	Country:		
Status:	Active	Email:		
Manager - RAY KOROGHLI				
Address 1:	3055 VIA SARA FINA DR	Address 2:		
City:	HENDERSON	State:	NV	
Zip Code:	89052	Country:		
Status:	Active	Email:		
Manager - STAR LIVING TRUST(FRED SADRI)				
Address 1:	2827 S MONTEE CRISTO	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89117	Country:		
Status:	Active	Email:		

Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC14948-2003-001	# of Pages:	1

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File Date:	10/01/2003	File Number:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC14948-2003-003	# of Pages:	1
File Date:	12/24/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC14948-2003-004	# of Pages:	1
File Date:	10/07/2004	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC14948-2003-002	# of Pages:	1
File Date:	1/06/2005	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Amendment		
Document Number:	20050142169-40	# of Pages:	1
File Date:	4/21/2005	Effective Date:	
REG MAIL...4-27-05			
Action Type:	Annual List		
Document Number:	20050444611-17	# of Pages:	1
File Date:	9/23/2005	Effective Date:	
LIST 2005-2006 101105JMV			
Action Type:	Annual List		
Document Number:	20060537036-32	# of Pages:	1
File Date:	8/21/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070600163-45	# of Pages:	1
File Date:	8/29/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080583745-22	# of Pages:	1
File Date:	8/29/2008	Effective Date:	
08-09			
Action Type:	Annual List		
Document Number:	20090660620-81	# of Pages:	1
File Date:	8/31/2009	Effective Date:	
09/10			
Action Type:	Amendment		
Document Number:	20100689175-19	# of Pages:	1
File Date:	9/14/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100775875-12	# of Pages:	1
File Date:	10/14/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110672867-50	# of Pages:	1
File Date:	9/16/2011	Effective Date:	

2011-2012

616

GENERAL INFORMATION	
PARCEL NO.	071-02-000-013
OWNER AND MAILING ADDRESS	ZANDIAN REZA 8775 COSTA VERDE #501 SAN DIEGO CA 92122-5343
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	MOAPA VALLEY
ASSESSOR DESCRIPTION	PT SE4 NE4 SEC 02 16 68 SEC 02 TWP 16 RNG 68
RECORDED DOCUMENT NO.	* <u>20050420:00563</u>
RECORDED DATE	04/20/2005
VESTING	NO STATUS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	826
APPRAISAL YEAR	2011
FISCAL YEAR	11-12
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2010-11	2011-12
LAND	14000	10500
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	14000	10500
TAXABLE LAND+IMP (SUBTOTAL)	40000	30000
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	14000	10500
TOTAL TAXABLE VALUE	40000	30000

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	20.00 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR	40000 04/05
LAND USE	0-00 VACANT
DWELLING UNITS	0

GENERAL INFORMATION	
PARCEL NO.	071-02-000-005
OWNER AND MAILING ADDRESS	ZANDIAN REZA 8775 COSTA VERDE #501 SAN DIEGO CA 92122-5343
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	MOAPA VALLEY
ASSESSOR DESCRIPTION	PT NE4 NE4 SEC 02 16 68 SEC 02 TWP 16 RNG 68
RECORDED DOCUMENT NO.	* <u>20050419:04639</u>
RECORDED DATE	04/19/2005
VESTING	NO STATUS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	826
APPRAISAL YEAR	2011
FISCAL YEAR	11-12
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2010-11	2011-12
LAND	7000	5250
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	7000	5250
TAXABLE LAND+IMP (SUBTOTAL)	20000	15000
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	7000	5250
TOTAL TAXABLE VALUE	20000	15000

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	10.00 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR	24000 04/05
LAND USE	0-00 VACANT
DWELLING UNITS	0



Exhibit 12

Exhibit 12

WENOVER PROJECT L.L.C.

Business Entity Information			
Status:	Active	File Date:	4/07/2003
Type:	Domestic Limited-Liability Company	Entity Number:	LLC5010-2003
Qualifying State:	NV	Term of Officers Due:	4/30/2012
Managed By:	Managers	Expiration Date:	4/07/2503
NV Business ID:	NV20031051984	Business License Exp:	4/30/2012

Registered Agent Information			
Name:	RAY KOROGHLI	Address 1:	3055 VIA SARA FINA DR.
Address 2:		City:	HENDERSON
State:	NV	Zip Code:	89052
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
# of Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Manager - GHOLAMREZA ZANDIAN JAZI				
Address 1:	PO BOX 927674	Address 2:		
City:	SAN DIEGO	State:	CA	
Zip Code:	92192	Country:		
Status:	Active	Email:		
Manager - RAY KOROGHLI				
Address 1:	3055 VIA SARAFINA DR	Address 2:		
City:	HENDERSON	State:	NV	
Zip Code:	89052	County:		
Status:	Active	Email:		
Manager - STARLIVING TRUST				
Address 1:	2827 S MONTE CRISTO	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89117	County:		
Status:	Active	Email:		

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC5010-2003-001	# of Pages:	1

6/19

	4/07/2003		
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC5010-2003-003	# of Pages:	1
File Date:	7/08/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC5010-2003-002	# of Pages:	1
File Date:	3/11/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050303179-80	# of Pages:	1
File Date:	7/05/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060225683-54	# of Pages:	1
File Date:	4/07/2006	Effective Date:	
06-07			
Action Type:	Annual List		
Document Number:	20070124283-99	# of Pages:	1
File Date:	2/20/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080256781-39	# of Pages:	1
File Date:	4/14/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090203430-03	# of Pages:	1
File Date:	2/27/2009	Effective Date:	
09-10			
Action Type:	Annual List		
Document Number:	20100243361-32	# of Pages:	1
File Date:	3/25/2010	Effective Date:	
10/11			
Action Type:	Annual List		
Document Number:	20110188889-46	# of Pages:	1
File Date:	3/14/2011	Effective Date:	
(No notes for this action)			



Exhibit 13

Exhibit 13

11000 RENO HIGHWAY, FALLON, L.L.C.

Business Entity Information			
Status:	Active	File Date:	6/09/2006
Type:	Domestic Limited-Liability Company	Entity Number:	E0363862005-8
Qualifying State:	NV	List of Officers Due:	6/30/2011
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20051368188	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	SEAN S. FAYEGHI	Address 1:	1401 LAS VEGAS BLVD SOUTH
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89104
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Per Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Manager - SEAN S FAYEGHI				
Address 1:	1401 S LAS VEGAS BLVD	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89104	Country:	USA	
Status:	Active	Email:		
Manager - SHA REZAIE				
Address 1:	1401 S LAS VEGAS BLVD	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89104	Country:	USA	
Status:	Active	Email:		
Manager - REZA ZANDIAN				
Address 1:	1401 S LAS VEGAS BLVD	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89104	Country:	USA	
Status:	Active	Email:		

Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	20050222393-88	# of Pages:	1
File Date:	6/09/2006	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		

Document Number:	20060222394-79	# of Pages:	2
File Date:	6/09/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080232918-43	# of Pages:	1
File Date:	4/12/2008	Effective Date:	
(No notes for this action)			
Action Type:	Amended List		
Document Number:	20080601627-50	# of Pages:	1
File Date:	9/16/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070460170-57	# of Pages:	1
File Date:	7/02/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080514441-09	# of Pages:	1
File Date:	7/30/2008	Effective Date:	
08/09			
Action Type:	Annual List		
Document Number:	20090396003-02	# of Pages:	1
File Date:	4/30/2009	Effective Date:	
09-10			
Action Type:	Annual List		
Document Number:	20100743536-41	# of Pages:	1
File Date:	10/01/2010	Effective Date:	
(No notes for this action)			



Exhibit 14

Exhibit 14



CHURCHILL COUNTY

Office of the Assessor

[Assessor Home](#)

[Back to Search List](#)

[Personal Property](#)

[Sales Data](#)

[Secured Tax Inquiry](#)

[Recorder Search](#)

Parcel Detail for Parcel # 007-091-12

Location

Property Location 11000 RENO HWY
Town HAZEN
Subdivision M&B Lot Block
Property Name

[Add Addresses](#)

[Assessor Maps](#)

[Legal Description](#)

Remarks

Ownership

Assessed Owner Name 11000 RENO HIGHWAY
FALLON LLC
Mailing Address 1401 LAS VEGAS BLVD S
LAS VEGAS NV 89104-1327

[Ownership History](#)

[Document History](#)

Legal Owner Name 11000 RENO HIGHWAY
FALLON LLC
Vesting Doc#, Date 372233 06/22/05 Book/Page /
Map Document #s

Description

Total Acres 640.000 Ag Acres .000 W/R Acres .000

Improvements

Single-fam Detached 0	Non-dwell Units 0	Bdrm/Bath 0/00
Single-fam Attached 0	MH Hookups 0	Stories .0
Multi-fam Units 0	Wells 0	
Mobile Homes 0	Septic Tanks 0	
Total Dwelling Units 0	Bldg Sq Ft 0	
	Garage Sq Ft 0	Atch/Detch
Improvement List	Basement Sq Ft 0	Finished 0

Appraisal Classifications

Current Land Use Code 180 [Code Table](#)
Zoning RR20
Re-appraisal Group 3 Re-appraisal Year 2011
Orig Constr Year Weighted Year

Assessed Valuation

Assessed Values	2012-13	2011-12	2010-11
Land	56,000	58,000	201,800
Improvements	458	468	530
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed Value	56,458	58,468	202,130
Increased (New) Values			
Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

Taxable Valuation

Taxable Values	2012-13	2011-12	2010-11
Land	160,000	160,000	578,000
Improvements	1,309	1,337	1,514
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Taxable Value	161,309	161,337	577,514
Increased (New) Values			
Land	0	0	0
Improvements	0	0	0
Personal Property	0	0	0

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Exhibit 15

Exhibit 15

MISFITS DEVELOPMENT L.L.C.

Business Entity Information			
Status:	Active	File Date:	8/26/2005
Type:	Domestic Limited-Liability Company	Entity Number:	E0571202005-3
Qualifying State:	NV	List of Officers Due:	8/31/2011
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20051069626	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	REZA ZANDIAN	Address 1:	8360 W. SAHARA AVE SUITE 150
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:	8 SAN RAMON DR	Mailing Address 2:	
Mailing City:	IRVINE	Mailing State:	CA
Mailing Zip Code:	92612		
Agent Type:	Noncommercial Registered Agent		

Financial Information	
No Par Share Count:	0
Capital Amount:	\$ 0
No stock records found for this company	

Officers		<input type="checkbox"/> Include Inactive Officers	
Managing Member - SAEID AMINPOUR			
Address 1:	701 NORTHE CAMDEN DR	Address 2:	
City:	BEVERLY HILLS	State:	CA
Zip Code:	90201	Country:	USA
Status:	Active	Email:	
Managing Member - NICHOLAS ESKANDARI			
Address 1:	433 N CAMDEN STE 400	Address 2:	
City:	BEVERLY HILLS	State:	CA
Zip Code:	90210	Country:	USA
Status:	Active	Email:	
Managing Member - REZA ZANDIAN			
Address 1:	P.O. BOX 927674	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92192-7674	Country:	USA
Status:	Active	Email:	

Actions/Amendments	
Action Type:	Articles of Organization
Document Number:	20050351501-12
File Date:	8/26/2005
# of Pages:	1
Effective Date:	
(No notes for this action)	

Action Type:	Initial List	
Document Number:	20050356456-58	# of Pages: 1
File Date:	8/29/2005	Effective Date:
(No notes for this action)		
Action Type:	Amended List	
Document Number:	20050556770-86	# of Pages: 1
File Date:	11/16/2005	Effective Date:
(No notes for this action)		
Action Type:	Annual List	
Document Number:	20060673303-50	# of Pages: 1
File Date:	10/18/2006	Effective Date:
(No notes for this action)		
Action Type:	Annual List	
Document Number:	20070683652-98	# of Pages: 1
File Date:	10/02/2007	Effective Date:
(No notes for this action)		
Action Type:	Annual List	
Document Number:	20080564590-59	# of Pages: 1
File Date:	8/25/2008	Effective Date:
08/09		
Action Type:	Annual List	
Document Number:	20090676689-23	# of Pages: 1
File Date:	9/11/2009	Effective Date:
(No notes for this action)		
Action Type:	Annual List	
Document Number:	20100642222-11	# of Pages: 1
File Date:	8/26/2010	Effective Date:
(No notes for this action)		

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Exhibit 16

Exhibit 16

ELKO NORTH 5TH AVE, LLC

Business Entity Information			
Status:	Active	File Date:	8/31/2005
Type:	Domestic Limited-Liability Company	Entity Number:	E0580312005-7
Qualifying State:	NV	List of Officers Due:	8/31/2011
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20051442315	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	REZA ZANDIAN	Address 1:	8360 W. SAHARA AVE SUITE 150
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:	7590 FAY AVE, SUITE 401	Mailing Address 2:	
Mailing City:	LA JOLLA	Mailing State:	CA
Mailing Zip Code:	92037		
Agent Type:	Noncommercial Registered Agent		

Financial Information	
No Par Share Count:	0
Capital Amount:	\$ 0
No stock records found for this company	

Officers		<input type="checkbox"/> Include Inactive Officers	
Managing Member - CHAKAMIAN 2004 TRUST			
Address 1:	7590 FAY AVE, #401	Address 2:	
City:	LA JOLLA	State:	CA
Zip Code:	92037	Country:	
Status:	Active	Email:	
Managing Member - MOINZADEH FAMILY REVOCABLE TRUST			
Address 1:	7590 FAY AVE, #401	Address 2:	
City:	LA JOLLA	State:	CA
Zip Code:	92037	Country:	
Status:	Active	Email:	
Managing Member - REZA ZANDIAN			
Address 1:	P.O. BOX 927674	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92192	Country:	USA
Status:	Active	Email:	

Actions/Amendments	
Action Type:	Articles of Organization
Document Number:	20050364566-57
File Date:	8/31/2005
# of Pages:	2
Effective Date:	
REG MAIL SAE 9-1-05	

Action Type:	Initial List	
Document Number:	20060437973-30	# of Pages: 1
File Date:	9/27/2005	Effective Date:
(No notes for this action)		
Action Type:	Annual List	
Document Number:	20060673304-81	# of Pages: 1
File Date:	10/18/2006	Effective Date:
(No notes for this action)		
Action Type:	Annual List	
Document Number:	20070574309-37	# of Pages: 1
File Date:	8/20/2007	Effective Date:
07-08		
Action Type:	Annual List	
Document Number:	20080584691-80	# of Pages: 1
File Date:	8/25/2008	Effective Date:
08/09		
Action Type:	Annual List	
Document Number:	20090676691-66	# of Pages: 1
File Date:	9/11/2009	Effective Date:
(No notes for this action)		
Action Type:	Annual List	
Document Number:	20100642221-00	# of Pages: 1
File Date:	8/26/2010	Effective Date:
(No notes for this action)		

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Exhibit 17

Exhibit 17

STAGECOACH VALLEY LLC.

Business Entity Information			
Status:	Active	File Date:	4/09/2007
Type:	Domestic Limited-Liability Company	Entity Number:	E0263162007-6
Qualifying State:	NV	List of Officers Due:	4/30/2012
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20071497897	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	REZA ZANDIAN	Address 1:	8350 W. SAHARA AVENUE
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:	8775 COSTA VERDE #501	Mailing Address 2:	
Mailing City:	SAN DIEGO	Mailing State:	CA
Mailing Zip Code:	92122		
Agent Type:	Noncommercial Registered Agent		

Financial Information	
No Par Share Count:	0
Capital Amount:	\$ 0
No stock records found for this company	

Officers			
<input type="checkbox"/> Include Inactive Officers			
Managing Member - BIJAN AKHAVAN			
Address 1:	15458 VENTURA BLVD #300	Address 2:	
City:	SHERMAN OAKS	State:	CA
Zip Code:	91403	Country:	
Status:	Active	Email:	
Managing Member - SASSAN CHAKAMIAN			
Address 1:	7590 FAY AVE. STE 401	Address 2:	
City:	LA JOLLA	State:	CA
Zip Code:	92037	Country:	
Status:	Active	Email:	
Managing Member - REZA ZANDIAN			
Address 1:	830 LAS VEGAS BLVD SOUTH	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89101	Country:	
Status:	Active	Email:	

Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	20070248707-47	# of Pages:	2
File Date:	4/09/2007	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		

Document Number:	20070248709-68	# of Pages:	1
File Date:	4/09/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080270927-07	# of Pages:	1
File Date:	4/21/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090676890-55	# of Pages:	1
File Date:	9/11/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100642220-89	# of Pages:	1
File Date:	8/28/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110343835-00	# of Pages:	1
File Date:	5/08/2011	Effective Date:	
11-12			

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Exhibit 18

Exhibit 18

ROCK AND ROYALTY LLC

Business Entity Information			
Status:	Revoked	File Date:	4/28/2008
Type:	Domestic Limited-Liability Company	Entity Number:	E0277292008-8
Qualifying State:	NV	List of Officers Due:	4/30/2009
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20081306105	Business License Exp:	

Additional Information	
Series LLC (YES if applicable):	YES

Registered Agent Information			
Name:	REZA ZANDIAN	Address 1:	1401 S. LAS VEGAS BLVD
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89104
Phone:		Fax:	
Mailing Address 1:	8775 COSTA VERDE #501	Mailing Address 2:	
Mailing City:	SAN DIEGO	Mailing State:	CA
Mailing Zip Code:	92122		
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Managing Member - NILOOFAR FOUGHANI ZANDIAN				
Address 1:	8775 COSTA VERDE BLVD	Address 2:	#501	
City:	SAN DIEGO	State:	CA	
Zip Code:	92122	Country:		
Status:	Active	Email:		

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	20080290681-46	# of Pages:	2
File Date:	4/28/2008	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20080373743-57	# of Pages:	1
File Date:	6/29/2008	Effective Date:	
08-09			

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Exhibit 19

Exhibit 19

GOLD CANYON DEVELOPMENT LLC

Business Entity Information			
Status:	Default	File Date:	5/27/2004
Type:	Domestic Limited-Liability Company	Entity Number:	LLC11545-2004
Qualifying State:	NV	List of Officers Due:	5/31/2011
Managed By:	Managers	Expiration Date:	5/27/2004
NV Business ID:	NV20041117776	Business License Exp:	

Registered Agent Information			
Name:	ELIAS ABRISHAMI	Address 1:	220 SUSSEX PL
Address 2:		City:	CARSON CITY
State:	NV	Zip Code:	89703
Phone:		Fax:	
Mailing Address 1:	PO BOX 2919	Mailing Address 2:	
Mailing City:	CARSON CITY	Mailing State:	NV
Mailing Zip Code:	89702		
Agent Type:	Noncommercial Registered Agent		

Financial Information	
No Par Share Count:	0
Capital Amount:	\$ 0
No stock records found for this company	

Officers		<input type="checkbox"/> Include Inactive Officers	
Managing Member - ELIAS ABRISHAMI			
Address 1:	P O BOX 10476	Address 2:	
City:	BEVERLY HILLS	State:	CA
Zip Code:	90213	Country:	
Status:	Active	Email:	
Managing Member - RAFI ABRISHAMI			
Address 1:	P O BOX 10326	Address 2:	
City:	BEVERLY HILLS	State:	CA
Zip Code:	90213	Country:	
Status:	Active	Email:	
Managing Member - REZA ZANDIAN			
Address 1:	8776 COSTA VERDE BLVD., #501	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	
Status:	Active	Email:	

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC11545-2004-001	# of Pages:	1
File Date:	5/27/2004	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		

Document Number:	LLC11646-2004-002	# of Pages:	1
File Date:	7/11/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Registered Agent Change		
Document Number:	LLC11646-2004-003	# of Pages:	1
File Date:	11/16/2004	Effective Date:	
ELIAS ABRISHAMI SUITE #1011			
9550 W. SAHARA AVENUE LAS VEGAS NV 89117 RXS			
ELIAS ABRISHAMI RXS			
RXS			
Action Type:	Annual List		
Document Number:	20050163968-39	# of Pages:	1
File Date:	6/02/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060176587-90	# of Pages:	1
File Date:	3/20/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070373918-40	# of Pages:	1
File Date:	6/29/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080344948-12	# of Pages:	1
File Date:	6/19/2008	Effective Date:	
2008-2009			
Action Type:	Annual List		
Document Number:	20090433604-71	# of Pages:	1
File Date:	6/20/2009	Effective Date:	
09-10			
Action Type:	Annual List		
Document Number:	00002746565-45	# of Pages:	1
File Date:	6/26/2010	Effective Date:	
10-11			

Exhibit 20

Exhibit 20

HIGH-TECH DEVELOPMENT LLC

Business Entity Information			
Status:	Dissolved	File Date:	9/22/2004
Type:	Domestic Limited-Liability Company	Entity Number:	LLC21816-2004
Qualifying State:	NV	List of Officers Due:	9/30/2005
Managed By:	Managers	Expiration Date:	9/22/2504
NV Business ID:	NV20041220539	Business License Exp:	

Registered Agent Information			
Name:	ELIAS ABRISHAMI	Address 1:	8360 W SAHARA AVE
Address 2:	STE 150	City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information	
No Par Share Count:	0
Capital Amount:	\$ 0
No stock records found for this company	

Officers		<input type="checkbox"/> Include Inactive Officers	
Managing Member - ELIAS ABRISHAMI			
Address 1:	PO BOX 2919	Address 2:	
City:	CARSON CITY	State:	NV
Zip Code:	89702	Country:	
Status:	Active	Email:	
Managing Member - RAFI ABRISHAMI			
Address 1:	PO BOX 2919	Address 2:	
City:	CARSON CITY	State:	NV
Zip Code:	89702	Country:	
Status:	Active	Email:	
Managing Member - REZA ZANDIAN			
Address 1:	220 SUSSEX PL	Address 2:	
City:	CARSON CITY	State:	NV
Zip Code:	89703	Country:	
Status:	Active	Email:	

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC21816-2004-001	# of Pages:	1
File Date:	9/22/2004	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		

Document Number:	LLC21816-2004-002	# of Pages:	1
File Date:	11/01/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Dissolution		
Document Number:	20050080100-27	# of Pages:	1
File Date:	3/18/2005	Effective Date:	
(No notes for this action)			

Exhibit 21

Exhibit 21

LYON PARK DEVELOPMENT LLC

Business Entity Information			
Status:	Dissolved	File Date:	9/22/2004
Type:	Domestic Limited-Liability Company	Entity Number:	LLC21824-2004
Qualifying State:	NV	List of Officers Due:	9/30/2005
Managed By:	Managers	Expiration Date:	9/22/2004
NV Business ID:	NV20041220616	Business License Exp:	

Registered Agent Information			
Name:	ELIAS ABRISHAMI	Address 1:	8350 W SAHARA AVE
Address 2:	STE 150	City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Managing Member - ELIAS ABRISHAMI				
Address 1:	PO BOX 2919	Address 2:		
City:	CARSON CITY	State:	NV	
Zip Code:	89702	Country:		
Status:	Active	Email:		
Managing Member - RAFI ABRISHAMI				
Address 1:	PO BOX 2919	Address 2:		
City:	CARSON CITY	State:	NV	
Zip Code:	89702	Country:		
Status:	Active	Email:		
Managing Member - REZA ZANDIAN				
Address 1:	220 SUSSEX PL	Address 2:		
City:	CARSON CITY	State:	NV	
Zip Code:	89703	Country:		
Status:	Active	Email:		

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC21824-2004-001	# of Pages:	1
File Date:	9/22/2004	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		

Document Number:	LLC21824-2004-002	# of Pages:	1
File Date:	11/01/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Dissolution		
Document Number:	20060090106-72	# of Pages:	1
File Date:	3/18/2006	Effective Date:	
(No notes for this action)			

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Exhibit 22

Exhibit 22

CHURCHILL PARK DEVELOPMENT LLC

Business Entity Information			
Status:	Dissolved	File Date:	9/22/2004
Type:	Domestic Limited-Liability Company	Entity Number:	LLC21827-2004
Qualifying State:	NV	List of Officers Due:	9/30/2005
Managed By:	Managers	Expiration Date:	9/22/2504
NV Business ID:	NV20041220644	Business License Exp:	

Registered Agent Information			
Name:	ELIAS ABRISHAMI	Address 1:	8350 W SAHARA AVE
Address 2:	STE 150	City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers			
			<input type="checkbox"/> Include Inactive Officers
Managing Member - ELIAS ABRISHAMI			
Address 1:	PO BOX 2919	Address 2:	
City:	CARSON CITY	State:	NV
Zip Code:	89702	Country:	
Status:	Active	Email:	
Managing Member - RAFI ABRISHAMI			
Address 1:	PO BOX 2919	Address 2:	
City:	CARSON CITY	State:	NV
Zip Code:	89702	Country:	
Status:	Active	Email:	
Managing Member - REZA ZANDIAN			
Address 1:	220 SUSSEX PL	Address 2:	
City:	CARSON CITY	State:	NV
Zip Code:	89703	Country:	
Status:	Active	Email:	

Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC21827-2004-001	# of Pages:	1
File Date:	9/22/2004	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		

Document Number:	LLC21827-2004-002	# of Pages:	1
File Date:	11/01/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Dissolution		
Document Number:	20050080112-80	# of Pages:	1
File Date:	3/18/2005	Effective Date:	
(No notes for this action)			

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Exhibit 23

Exhibit 23

SPARKS VILLAGE LLC

Business Entity Information			
Status:	Default	File Date:	12/15/2004
Type:	Domestic Limited-Liability Company	Entity Number:	LLC29380-2004
Qualifying State:	NV	List of Officers Due:	12/31/2010
Managed By:	Managers	Expiration Date:	12/15/2004
NV Business ID:	NV20041295883	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	SEAN S. FAYEGHI	Address 1:	1401 LAS VEGAS BLVD SOUTH
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89104
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information	
No Par Share Count:	0
Capital Amount:	\$ 0
No stock records found for this company	

Officers		<input type="checkbox"/> Include Inactive Officers	
Manager - SEAN S FAYEGHI			
Address 1:	1401 S. LAS VEGAS BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	
Status:	Active	Email:	
Manager - REZA ZANDIAN			
Address 1:	1401 S. LAS VEGAS BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	
Status:	Active	Email:	

Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	LLC29380-2004-001	# of Pages:	1
File Date:	12/15/2004	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	LLC29380-2004-002	# of Pages:	1
File Date:	12/15/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050561932-73	# of Pages:	1

File Date:	11/18/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070107298-08	# of Pages:	1
File Date:	2/08/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070801466-64	# of Pages:	1
File Date:	11/26/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080805719-20	# of Pages:	1
File Date:	12/10/2008	Effective Date:	
08-09			
Action Type:	Annual List		
Document Number:	20100743562-60	# of Pages:	1
File Date:	10/01/2010	Effective Date:	
(No notes for this action)			

Exhibit 24

Exhibit 24

OPTIMA TECHNOLOGY CORPORATION

Business Entity Information			
Status:	Revoked	File Date:	10/11/2004
Type:	Domestic Close Corporation	Entity Number:	C27410-2004
Qualifying State:	NV	List of Officers Due:	10/31/2008
Managed By:		Expiration Date:	
NV Business ID:	NV20041618827	Business License Exp:	

Registered Agent Information			
Name:	REZA ZANDIAN	Address 1:	8350 W. SAHARA AVE SUITE 150
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:	8 SAN RAMON DR	Mailing Address 2:	
Mailing City:	IRVINE	Mailing State:	CA
Mailing Zip Code:	92612		
Agent Type:	Noncommercial Registered Agent		

Financial Information	
No Par Share Count:	10,000.00
Capital Amount:	\$ 0
No stock records found for this company	

Officers		<input type="checkbox"/> Include Inactive Officers	
President - REZA ZANDIAN			
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	USA
Status:	Active	Email:	
Secretary - REZA ZANDIAN			
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	USA
Status:	Active	Email:	
Treasurer - REZA ZANDIAN			
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	USA
Status:	Active	Email:	
Director - REZA ZANDIAN			
Address 1:	8775 COSTA VERDE BLVD #501	Address 2:	
City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	USA
Status:	Active	Email:	

Actions/Amendments

Action Type:	Articles of Incorporation	
Document Number:	C27410-2004-001	# of Pages: 1
File Date:	10/11/2004	Effective Date:
(No notes for this action)		
Action Type:	Initial List	
Document Number:	C27410-2004-002	# of Pages: 1
File Date:	10/11/2004	Effective Date:
List of Officers for 2004 to 2005		
Action Type:	Annual List	
Document Number:	20060611409-08	# of Pages: 1
File Date:	12/13/2006	Effective Date:
(No notes for this action)		
Action Type:	Amended List	
Document Number:	20060416290-60	# of Pages: 1
File Date:	6/28/2006	Effective Date:
(No notes for this action)		
Action Type:	Annual List	
Document Number:	20060673306-72	# of Pages: 1
File Date:	10/18/2006	Effective Date:
(No notes for this action)		
Action Type:	Annual List	
Document Number:	20070840329-25	# of Pages: 1
File Date:	12/11/2007	Effective Date:
(No notes for this action)		

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Exhibit 25

Exhibit 25

I-50 PLAZA LLC

Business Entity Information			
Status:	Default	File Date:	2/03/2005
Type:	Domestic Limited-Liability Company	Entity Number:	E0011952005-5
Qualifying State:	NV	List of Officers Due:	2/28/2011
Managed By:	Managers	Expiration Date:	2/03/2505
NV Business ID:	NV20051209794	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	SEAN S. FAYEGHI	Address 1:	1401 LAS VEGAS BLVD SOUTH
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89104
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Managing Member - SEAN S FAYEGHI				
Address 1:	1401 S. LAS VEGAS BLVD.	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89104	Country:		
Status:	Active	Email:		
Managing Member - REZA ZANDIAN				
Address 1:	8350 W. SAHARA AVE.	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89117	Country:		
Status:	Active	Email:		

Actions/Amendments			
Action Type:	Articles of Organization	# of Pages:	2
Document Number:	20050007640-04	Effective Date:	
File Date:	2/03/2005		
(No notes for this action)			
Action Type:	Initial List	# of Pages:	1
Document Number:	20050007642-26	Effective Date:	
File Date:	2/03/2005		
(No notes for this action)			
Action Type:	Annual List	# of Pages:	1
Document Number:	20050632605-29		

File Date:	12/21/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070012183-14	# of Pages:	1
File Date:	1/04/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080097515-37	# of Pages:	1
File Date:	2/12/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080806151-81	# of Pages:	1
File Date:	12/10/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100743512-85	# of Pages:	1
File Date:	10/01/2010	Effective Date:	
(No notes for this action)			



Exhibit 26

Exhibit 26

DAYTON PLAZA, L.L.C.

Business Entity Information			
Status:	Default	File Date:	5/18/2005
Type:	Domestic Limited-Liability Company	Entity Number:	E0307202005-3
Qualifying State:	NV	List of Officers Due:	5/31/2011
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20051324192	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	SEAN S. FAYEGHI	Address 1:	1401 LAS VEGAS BLVD SOUTH
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89104
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Manager - SEAN S FAYEGHI				
Address 1:	1401 LAS VEGAS BLVD. SOUTH	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89104	Country:		
Status:	Active	Email:		
Manager - SHAHROKH REZAI				
Address 1:	7353 SINGING TREE ST.	Address 2:		
City:	LAS VEGAS	State:	NV	
Zip Code:	89123	Country:		
Status:	Active	Email:		
Manager - REZA ZANDIAN				
Address 1:	8350 W. SAHARA AVE.	Address 2:	SUITE 150	
City:	LAS VEGAS	State:	NV	
Zip Code:	89117	Country:		
Status:	Active	Email:		

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	20050184429-75	# of Pages:	1
File Date:	5/18/2005	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		

Document Number:	20050184430-07	# of Pages:	1
File Date:	5/18/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060282488-48	# of Pages:	1
File Date:	5/03/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070385782-52	# of Pages:	1
File Date:	5/31/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080380264-03	# of Pages:	1
File Date:	6/02/2008	Effective Date:	
08/09			
Action Type:	Annual List		
Document Number:	20090396017-67	# of Pages:	1
File Date:	4/30/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100743576-26	# of Pages:	1
File Date:	10/01/2010	Effective Date:	
(No notes for this action)			



Exhibit 27

Exhibit 27

RENO HIGHWAY PLAZA, L.L.C.

Business Entity Information			
Status:	Revoked	File Date:	6/06/2006
Type:	Domestic Limited-Liability Company	Entity Number:	E0416672006-8
Qualifying State:	NV	List of Officers Due:	6/30/2007
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20061046071	Business License Exp:	

Registered Agent Information			
Name:	SEAN S. FEYEGHI	Address 1:	5945 ROBERT HAMPTON ROAD
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89120
Phone:		Fax:	
Mailing Address 1:	1401 SOUTH LAS VEGAS BLVD	Mailing Address 2:	
Mailing City:	LAS VEGAS	Mailing State:	NV
Mailing Zip Code:	89104		
Agent Type:	Noncommercial Registered Agent		

Financial Information	
No Par Share Count:	0
Capital Amount:	\$ 0
No stock records found for this company	

Officers		<input type="checkbox"/> Include Inactive Officers	
Manager - SEAN S FAYEGHI			
Address 1:	1401 SOUTH LAS VEGAS BLVD	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89104	Country:	
Status:	Active	Email:	
Manager - REZA ZANDIAN			
Address 1:	8775 CASTA VERDE BLVD	Address 2:	SUITE 1416
City:	SAN DIEGO	State:	CA
Zip Code:	92122	Country:	
Status:	Active	Email:	

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	20060369719-12	# of Pages:	2
File Date:	6/05/2006	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20060369720-44	# of Pages:	1
File Date:	6/05/2006	Effective Date:	
(No notes for this action)			

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Exhibit 28

Exhibit 28

GREENBERG TRAUIG, LLP

ATTORNEYS AT LAW

SUITE 700

2375 EAST CAMELBACK ROAD

PHOENIX, ARIZONA 85016

(602) 445-8000

E. Jeffrey Walsh, SBN 09334, WalshJ@gtlaw.com

Scott J. Bornstein, BornsteinS@gtlaw.com

Allan A. Kassenoff, KassenoffA@gtlaw.com

GREENBERG TRAUIG, LLP

200 Park Avenue, 34th Floor

MetLife Building

New York, NY 10166

Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS
CORPORATION,

Plaintiff,

v.

OPTIMA TECHNOLOGY GROUP, INC.,
OPTIMA TECHNOLOGY CORPORATION
and JED MARGOLIN,

Defendants.

Case No. CV-00588-RC

SECOND AMENDED COMPLAINT

[JURY TRIAL DEMANDED]

Plaintiff Universal Avionics Systems Corporation ("Universal"), by and through its undersigned attorneys, for their Second Amended Complaint against Defendants Optima Technology Group, Inc. ("OTG"), Optima Technology Corporation ("OTC") and Jed Margolin ("Margolin") (collectively, "Defendants") alleges as follows based upon its best available information and belief. Defendant OTG is an entity commonly referred to as a patent holding company. In simple terms, Defendants OTG, its President and CEO Robert Adams ("Adams"), and Margolin, made repeated and baseless threats to Universal regarding several patents purportedly owned by OTG. No longer willing to be subjected

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1 to meritless allegations and countless threats, Universal initiated the present action.

2 **NATURE OF THE ACTION**

3 1. This is an action seeking a declaratory judgment that U.S. Patent Nos.
4 5,566,073 (the "'073 patent") and 5,904,724 (the "'724 patent") (collectively, the
5 "Patents-in-Suit") are invalid and not infringed.

6 **THE PARTIES**

7 2. Plaintiff Universal is an Arizona corporation, having a principal place of
8 business at 3260 East Universal Way, Tucson, Arizona 85706.

9 3. Upon information and belief, Defendant Optima Technology Group, Inc. is
10 a Delaware corporation, having a principal place of business at 1981 Empire Road, Reno,
11 Nevada 89521.

12 4. Upon information and belief, Defendant Optima Technology Corporation is
13 a California corporation, having a principal place of business at 2222 Michelson Drive,
14 Suite 1830, Irvine, California 92612.

15 5. Upon information and belief, Defendant Margolin resides at 1981 Empire
16 Road, Reno, Nevada 89521.

17 **JURISDICTION AND VENUE**

18 6. This is an action seeking a declaratory judgment that the '073 patent and the
19 '724 patent are invalid and not infringed.

20 7. This Court has original jurisdiction over this action pursuant to the Federal
21 Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202, the Patent Laws of the United States,
22 35 U.S.C. §100 et seq. and 28 U.S.C. §§ 1331, 1332 and 1338(a) and (b).

23 8. Venue is proper in this judicial district because Defendants have engaged in
24 business dealings with Plaintiff Universal in this judicial district. *See* 28 U.S.C. § 1391.

25 9. Additionally, Defendants OTG and Margolin have not objected to the
26 jurisdiction of this Court or that venue is proper.

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1 **THE PATENTS-IN-SUIT**

2 10. On October 15, 1996, the United States Patent and Trademark Office
3 (“PTO”) issued United States Patent No. 5,566,073, entitled “Pilot Aid Using a Synthetic
4 Environment.” A copy of the ‘073 patent is attached as Exhibit 1 to the original
5 Complaint. Defendant Margolin is the named inventor on the face of the ‘073 patent.

6 11. On May 18, 1999, the PTO issued United States Patent No. 5,904,724,
7 entitled “Method and Apparatus for Remotely Piloting an Aircraft.” A copy of the ‘724
8 patent is attached as Exhibit 2 to the original Complaint. Defendant Margolin is the
9 named inventor on the face of the ‘724 patent.

10 12. Upon information and belief, on or about July 20, 2004, Margolin executed
11 a Durable Power of Attorney (attached as Exhibit 3 to the original Complaint), whereby
12 he appointed “Optima Technology Inc. - Robert Adams, CEO” as his agent with the
13 “powers to manage, dispose of, sell and convey” various issued patents, including the
14 ‘073 and ‘724 patents. The Durable Power of Attorney was directed to the registered
15 address for OTC.

16 13. Upon information and belief, on or about December 5, 2007, Defendant
17 OTC filed a notice of recordation of assignment with the PTO, indicating that Margolin
18 had assigned four patents, including the ‘073 and ‘724 patents, to it. (Attached as Exhibit
19 1 to the First Amended Complaint).

20 **FACTS - OTG and Margolin**

21 14. On or about July 3, 2007, Adams contacted Universal’s outside legal
22 counsel and advised that OTG had become aware of Universal’s patent infringement
23 litigation with Honeywell International Inc. and Honeywell Intellectual Properties Inc.
24 (collectively, “Honeywell”), then pending in the District Court of Delaware. Specifically,
25 Adams suggested that OTG could “help [Universal] with said case using our patents to
26 make [Honeywell] back off on their case” because, according to Adams, Honeywell

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1 infringes the Patents-in-Suit. (Attached as Exhibit 4 to the original Complaint).

2 15. Adams suggested that Universal should either purchase or accept a license
3 under the Patents-in-Suit in order to assert it against Honeywell. That communication
4 also contained an email from Margolin in which he suggested that Universal “could get
5 some leverage against Honeywell . . . by buying ‘073 and/or taking an exclusive license
6 from us and then nail Honeywell who also infringes [the ‘073 patent].” (Attached as
7 Exhibit 5 to the original Complaint).

8 16. Universal’s counsel responded to Adams the same day, informing Adams
9 that an analysis was necessary prior to considering OTG’s license offer.

10 17. Despite Adams’ initial suggestion that the overture was intended to “help”
11 Universal in an action against Honeywell, he almost immediately began asserting that
12 Universal was also infringing the Patents-in-Suit. (*Id.*)

13 18. On or about July 16, 2007, Adams began to issue not-so-subtle threats
14 against Universal, suggesting that OTG would grant a license under the Patents-in-Suit to
15 Honeywell -- so that Honeywell could sue Universal -- should Universal decline OTG’s
16 offer. “Seeing that both your client [Universal] and Honeywell infringes, it might be a
17 good thing for your client to take the exclusive license now that your case turned, before
18 of course Honeywell takes the opportunity to do the same thing and use it against others.”
19 (*Id.*)

20 19. Adams continued his threats against Universal in an August 7, 2007 email in
21 which he claimed that OTG had decided on a law firm “in the event that I need to hire
22 them to take on Honeywell, Mercury Computer Systems as well as all the others.”
23 (Attached as Exhibit 6 to the original Complaint).

24 20. On or about August 10, 2007, Universal responded to the August 7, 2007
25 email, informing Adams that counsel would be speaking to Universal’s management in
26 the coming week to discuss OTG’s license offer. Adams apparently was satisfied by this

1 response, as he retreated from his threats and returned to discussing the possibility of
2 Universal and OTG cooperating and entering into a "working relationship." Specifically,
3 Adams opined that "[o]ur working models show that not only would [the Patents-in-Suit]
4 make Honeywell back-off their case against your client [Universal], but your client will be
5 in a key position to go after approximately \$56 Million and growing in business that
6 Honeywell infringes. A win win for both of us" (Attached as Exhibit 7 to the
7 original Complaint).

8 21. On or about August 15, 2007, Universal and Adams agreed to meet in an
9 effort to resolve the dispute. The meeting was scheduled for September 11, 2007 at
10 Universal's corporate headquarters in Tucson, Arizona (the "Tucson Meeting"). In
11 anticipation of the Tucson Meeting, on or about August 22, 2007, Universal and OTG
12 entered into a Confidential, Nondisclosure and Limited Use Agreement. (Attached as
13 Exhibit 8 to the original Complaint).

14 22. The purpose of the Tucson Meeting was to hear and consider economic
15 issues surrounding OTG's offer to license the Patents-in-Suit in an effort to avoid further
16 threats, nuisance and wasted money and time. Universal was represented at the Tucson
17 Meeting by several members of senior management, along with its outside legal counsel.
18 Adams was the sole representative for OTG and gave the impression that he was acting on
19 behalf of both OTG and Margolin.

20 23. At the meeting, Universal made it clear that (1) a license to the Patents-in-
21 Suit was unnecessary because Universal did not sell any products covered by any claim
22 from the '073 or '724 patents; and (2) Universal believed that the '073 and '724 patents
23 were invalid based on several prior art references. In response, Adams stated that he
24 would have to defer to his legal counsel as he did not know anything about patent validity.
25 Universal repeatedly asked Adams to identify terms he considered appropriate for a
26 settlement but he refused to provide any specific terms. Instead, Adams claimed that

1 several unnamed parties had already entered into license agreements with OTG in
2 connection with the Patents-in-Suit and an agreement with Universal would need to be on
3 similar terms. However, Adams refused to disclose the terms of the "mystery"
4 agreements.

5 24. At the Tucson Meeting, Adams also (mis)represented that OTG had been
6 involved in a number of successful patent infringement lawsuits in the past. By
7 implication, he suggested that if Universal failed to settle on terms acceptable to the
8 Defendants, it would be the next litigation target. However, upon information and belief,
9 Defendant OTC previously filed only one (1) patent litigation involving unrelated
10 technology -- which it lost -- while OTG has not filed any.

11 25. Adams concluded the meeting by providing contact information for
12 Defendant Margolin and inviting Universal to contact Margolin to seek additional
13 information.

14 26. After apparently realizing that it was unlikely that Universal and OTG
15 would agree on terms for an agreement, Adams again resorted to threatening Universal.
16 First, he suggested (again) that OTG would enter into a license with Honeywell so that
17 Honeywell could sue Universal. "Not a problem, I am sure Honeywell will be more then
18 [sic] pleased to talk with us and take the exclusive [if] anything just into [sic] enforce it
19 against others whom they know will [sic] from past infringement case." (Attached as
20 Exhibit 14 to the original Complaint). Universal did not take the bait.

21 27. Adams then got hostile, falsely accusing Universal's President of "stealing
22 our patented concept some time ago and [claiming to have] the web traffic to prove it was
23 at the very least his company and/or his personal IP address." (Attached as Exhibit 15 to
24 the original Complaint).

25 28. Then, on October 15, 2007, Adams notified Universal of an alleged offer
26 made by Honeywell and stated that Universal has "four hours from now . . . to accept and

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1 make us a better offer or decline by not responding.” (Attached as Exhibit 16 to the
2 original Complaint).

3 29. Finally, on November 6, 2007, OTG’s outside counsel, M. Lawrence
4 Oliverio (“Oliverio”) of Rissman Jobse Hendricks & Oliverio,¹ sent counsel for Universal
5 a letter specifically threatening litigation. (Attached as Exhibit 17 to the original
6 Complaint).

7 30. Based upon the specific allegations of infringement contained in Oliverio’s
8 November 6, 2007 letter, Universal had a reasonable apprehension that OTG will file suit
9 for alleged infringement of the ‘073 and ‘724 patents.

10 FACTS - OTC

11 31. Upon information and belief, Adams, OTG’s current President and CEO,
12 was a paid employee of Defendant OTC from 1990-1995 and its unpaid CEO from 2001
13 to 2005.

14 32. The Durable Power of Attorney (attached as Exhibit 3 to the original
15 Complaint) that Margolin executed on July 20, 2004, whereby he appointed “Optima
16 Technology Inc. - Robert Adams, CEO” as his agent, was entered into during Adams’
17 tenure as OTC’s CEO. Additionally, the Durable Power of Attorney provided the
18 following address for Optima Technology Inc.: 2222 Michelson, Suite 1830, Irvine,
19 California 92612 -- the registered address for Defendant OTC.

20 33. Upon information and belief, on or about December 5, 2007, Defendant
21 OTC filed a notice of recordation of assignment with the PTO, indicating that Margolin
22 had assigned four patents, including the ‘073 and ‘724 patents, to OTC. (Attached as
23 Exhibit 1 to the First Amended Complaint).

24 34. Upon information and belief, on or about December 19, 2007, Margolin
25

26 ¹ Despite repeatedly identifying himself as OTG’s outside counsel, Mr. Oliverio has subsequently advised Universal’s outside counsel that he no longer represents OTG, Adams or Margolin.

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1 terminated the Durable Power of Attorney -- two weeks after OTG had filed the notice of
2 recordation of assignment with the PTO.

3 35. Upon information and belief, at some point between September 21, 2007
4 and October 5, 2007, Margolin created a Patent Assignment which he knowingly and
5 fraudulently back-dated to July 20, 2004, whereby he attempted to assign the entire right,
6 title and interest in the '073 and '724 patents to OTG. (Attached as Exhibit 2 to the First
7 Amended Complaint).

8 **CLAIMS FOR RELIEF**

9 **COUNT ONE**

10 **Declaratory Judgment of Non-Infringement**
11 **of the '073 Patent against OTG and/or Margolin**

12 36. Universal repeats and realleges the allegations above as if fully set forth
13 herein.

14 37. As set forth in Paragraph 29 above, on November 6, 2007, OTG, through its
15 outside counsel, sent a threatening letter to Universal's outside counsel, accusing
16 Universal of infringing the '073 and '724 patents with respect to Universal's Vision-1,
17 UNS-1 and TAWS products. Furthermore, as indicated in Paragraph 29 above, OTG
18 suggested that it was likely to file a litigation if Universal was unwilling to accede to
19 unreasonable licensing demands by November 11, 2007. Accordingly, an actual and
20 continuing controversy has arisen and continues to exist between OTG, on the one hand,
21 and Universal, on the other hand, as to whether or not Universal has directly infringed,
22 contributed to the infringement of, or induced the infringement of, any valid and/or
23 enforceable claim of the '073 patent.

24 38. Universal has not infringed and is not now infringing, contributorily
25 infringing or inducing infringement of any valid and/or enforceable claim of the '073
26 patent, either literally or under the doctrine of equivalents.

1 39. Accordingly, Universal requests a declaration from this Court that Universal
2 has not infringed and is not now infringing, contributorily infringing or inducing
3 infringement of any valid and/or enforceable claim of the '073 patent, either literally or
4 under the doctrine of equivalents.

5 **COUNT TWO**

6 **Declaratory Judgment of Invalidity of the '073 Patent against OTG and/or Margolin**

7
8 40. Universal repeats and realleges the allegations above as if fully set forth
9 herein.

10 41. As set forth in Paragraph 29 above, on November 6, 2007, OTG contacted
11 Universal's outside counsel and accused Universal of infringing the '073 patent.
12 Furthermore, as indicated in Paragraph 29 above, OTG suggested that it was likely to file
13 a litigation if Universal was unwilling to accede to unreasonable licensing demands by
14 November 11, 2007. Accordingly, an actual and continuing controversy has arisen and
15 continues to exist between OTG and Universal as to the validity of each of the claims of
16 the '073 patent.

17 42. Upon information and belief, the '073 patent, and each of the claims
18 thereof, are invalid and void for failure to meet the conditions of patentability as set forth
19 in the provisions of the Patent Laws, 35 U.S.C. §§ 100 et. seq., including but not limited
20 to, one or more of 35 U.S.C. §§ 101, 102, 103 and/or 112.

21 43. Accordingly, Universal requests a declaration from this Court that each of
22 the claims of the '073 patent is invalid for failure to comply with the provisions of the
23 Patent Laws, 35 U.S.C. §§ 100 et. seq., including but not limited to, one or more of 35
24 U.S.C. §§ 101, 102, 103 and/or 112.

25
26

COUNT THREE

**Declaratory Judgment of Non-Infringement
of the '724 Patent against OTG and/or Margolin**

1
2
3
4 44. Universal repeats and realleges the allegations above as if fully set forth
5 herein.

6 45. As set forth in Paragraph 29 above, on November 6, 2007, OTG, through its
7 outside counsel, sent a threatening letter to Universal's outside counsel, accusing
8 Universal of infringing the '073 and '724 patents with respect to Universal's Vision-1,
9 UNS-1 and TAWS products. Furthermore, as indicated in Paragraph 29 above, OTG
10 suggested that it was likely to file a litigation if Universal was unwilling to accede to
11 unreasonable licensing demands by November 11, 2007. Accordingly, an actual and
12 continuing controversy has arisen and continues to exist between OTG, on the one hand,
13 and Universal, on the other hand, as to whether or not Universal has directly infringed,
14 contributed to the infringement of, or induced the infringement of, any valid and/or
15 enforceable claim of the '724 patent.

16 46. Universal has not infringed and is not now infringing, contributorily
17 infringing or inducing infringement of any valid and/or enforceable claim of the '724
18 patent, either literally or under the doctrine of equivalents.

19 47. Accordingly, Universal requests a declaration from this Court that Universal
20 has not infringed and is not now infringing, contributorily infringing or inducing
21 infringement of any valid and/or enforceable claim of the '724 patent, either literally or
22 under the doctrine of equivalents.

23 **COUNT FOUR**

24 **Declaratory Judgment of Invalidity of the '724 Patent against OTG and/or Margolin**

25 48. Universal repeats and realleges the allegations above as if fully set forth
26 herein.

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1 49. As set forth in Paragraph 29 above, on November 6, 2007, OTG contacted
2 Universal's outside counsel and accused Universal of infringing the '724 patent.
3 Furthermore, as indicated in Paragraph 29 above, OTG suggested that it was likely to file
4 a litigation if Universal was unwilling to accede to unreasonable licensing demands by
5 November 11, 2007. Accordingly, an actual and continuing controversy has arisen and
6 continues to exist between OTG and Universal as to the validity of each of the claims of
7 the '724 patent.

8 50. Upon information and belief, the '724 patent, and each of the claims
9 thereof, are invalid and void for failure to meet the conditions of patentability as set forth
10 in the provisions of the Patent Laws, 35 U.S.C. §§ 100 et. seq., including but not limited
11 to, one or more of 35 U.S.C. §§ 101, 102, 103 and/or 112.

12 51. Accordingly, Universal requests a declaration from this Court that each of
13 the claims of the '724 patent is invalid for failure to comply with the provisions of the
14 Patent Laws, 35 U.S.C. §§ 100 et. seq., including but not limited to, one or more of 35
15 U.S.C. §§ 101, 102, 103 and/or 112.

COUNT FIVE

Declaratory Judgment of Non-Infringement of the '073 Patent against OTC

18 52. Universal repeats and realleges the allegations above as if fully set forth
19 herein.

20 53. Universal has not infringed and is not now infringing, contributorily
21 infringing or inducing infringement of any valid and/or enforceable claim of the '073
22 patent, either literally or under the doctrine of equivalents.

23 54. Accordingly, Universal requests a declaration from this Court that Universal
24 has not infringed and is not now infringing, contributorily infringing or inducing
25 infringement of any valid and/or enforceable claim of the '073 patent, either literally or
26 under the doctrine of equivalents.

COUNT SIX

Declaratory Judgment of Invalidity of the '073 Patent against OTC

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3 55. Universal repeats and realleges the allegations above as if fully set forth
4 herein.

5 56. Upon information and belief, the '073 patent, and each of the claims thereof,
6 are invalid and void for failure to meet the conditions of patentability as set forth in the
7 provisions of the Patent Laws, 35 U.S.C. §§ 100 et. seq., including but not limited to, one
8 or more of 35 U.S.C. §§ 101, 102, 103 and/or 112.

9 57. Accordingly, Universal requests a declaration from this Court that each of
10 the claims of the '073 patent is invalid for failure to comply with the provisions of the
11 Patent Laws, 35 U.S.C. §§ 100 et. seq., including but not limited to, one or more of 35
12 U.S.C. §§ 101, 102, 103 and/or 112.

COUNT SEVEN

Declaratory Judgment of Non-Infringement of the '724 Patent against OTC

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15 58. Universal repeats and realleges the allegations above as if fully set forth
16 herein.

17 59. Universal has not infringed and is not now infringing, contributorily
18 infringing or inducing infringement of any valid and/or enforceable claim of the '724
19 patent, either literally or under the doctrine of equivalents.

20 60. Accordingly, Universal requests a declaration from this Court that Universal
21 has not infringed and is not now infringing, contributorily infringing or inducing
22 infringement of any valid and/or enforceable claim of the '724 patent, either literally or
23 under the doctrine of equivalents.
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COUNT EIGHT

Declaratory Judgment of Invalidity of the '724 Patent against OTC

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3 61. Universal repeats and realleges the allegations above as if fully set forth
4 herein.

5 62. Upon information and belief, the '724 patent, and each of the claims thereof,
6 are invalid and void for failure to meet the conditions of patentability as set forth in the
7 provisions of the Patent Laws, 35 U.S.C. §§ 100 et. seq., including but not limited to, one
8 or more of 35 U.S.C. §§ 101, 102, 103 and/or 112.

9 63. Accordingly, Universal requests a declaration from this Court that each of
10 the claims of the '724 patent is invalid for failure to comply with the provisions of the
11 Patent Laws, 35 U.S.C. §§ 100 et. seq., including but not limited to, one or more of 35
12 U.S.C. §§ 101, 102, 103 and/or 112.

PRAYER FOR RELIEF

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14 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its
15 favor and grant the following relief:

- 16 A. An order and judgment declaring that Universal does not infringe any valid
17 and enforceable claim of the '073 patent;
- 18 B. An order and judgment declaring that the claims of the '073 patent are
19 invalid and/or unenforceable;
- 20 C. An order and judgment declaring that Universal does not infringe any valid
21 and enforceable claim of the '724 patent;
- 22 D. An order and judgment declaring that the claims of the '724 patent are
23 invalid and/or unenforceable;
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E. An order and judgment that this is an exceptional case, pursuant to 35 U.S.C. § 285, and awarding reasonable attorneys' fees and costs.

DATED this 15th day of July 2008.

GREENBERG TRAURIG, LLP

By: /s/ Scott J. Bornstein
E. Jeffrey Walsh
GREENBERG TRAURIG, LLP
ATTORNEYS AT LAW
SUITE 700
2375 EAST CAMELBACK ROAD
PHOENIX, ARIZONA 85016
(602) 445-8000
Of Counsel:

Scott J. Bornstein
Allan A. Kassenoff
GREENBERG TRAURIG, LLP
200 Park Avenue, 34th Floor
MetLife Building
New York, NY 10166
Attorneys for Plaintiff

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(602) 445-8000

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CERTIFICATE OF SERVICE

I hereby certify that on July 15, 2008, a copy of the foregoing was caused to the following by the methods indicated below:

Jeffrey Willis, Esq. (Email and First Class Mail)
Snell & Wilmer
One South Church Avenue
Suite 1500
Tucson, Arizona 85701-1630

Optima Technology Corporation (Hand Delivery)
c/o Reza Zandian
8775 Costa Verde Blvd., #501
San Diego, California 92122

/s/Marian R. Mackey

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● ●

Exhibit 29

Exhibit 29

1 **CHANDLER & UDALL, LLP**
2 **ATTORNEYS AT LAW**
3 **4801 E. BROADWAY BLVD., SUITE 400**
4 **TUCSON, ARIZONA 85711-3638**
5 **Telephone: (520) 623-4353**
6 **Fax: (520)792-3426**

7 **Edward Moomjian II, PCC # 65050, SBN 016667**
8 **Jeanna Chandler Nash, PCC # 65674, SBN 022384**
9 **Attorneys for Defendants Adams, Margolin and Optima Technology Inc. a/k/a Optima**
10 **Technology Group, Inc.**

11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF ARIZONA**

13 **UNIVERSAL AVIONICS SYSTEMS**
14 **CORPORATION,**

15 **Plaintiff,**

16 **vs.**

17 **OPTIMA TECHNOLOGY GROUP, INC.,**
18 **OPTIMA TECHNOLOGY CORPORATION,**
19 **ROBERT ADAMS and JED MARGOLIN,**

20 **Defendants**

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

24 **Counterclaimant,**

25 **vs.**

26 **UNIVERSAL AVIONICS SYSTEMS**
CORPORATION, an Arizona corporation,

Counterdefendant

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

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY CORPORATION,
a corporation,

Cross-Defendant

NO. CV-00588-RC

**AMENDED ANSWER,
COUNTERCLAIMS, CROSS-
CLAIMS AND THIRD-PARTY
CLAIMS OF OPTIMA
TECHNOLOGY INC. A/K/A
OPTIMA TECHNOLOGY
GROUP, INC.**

JURY TRIAL DEMANDED

Assigned to: Hon. Raner C. Collins

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OPTIMA TECHNOLOGY INC. a/k/a
OPTIMA TECHNOLOGY GROUP, INC., a
corporation,
Third-Party Plaintiff,
vs.
JOACHIM L. NAIMER and JANE DOE
NAIMER, husband and wife; and FRANK E.
HUMMEL and JANE DOE HUMMEL,
Third-Party Defendants.

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

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

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

INTRODUCTORY PARAGRAPH

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

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

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1 2 line 3 of the *Complaint*).

2 **NATURE OF THE ACTION**

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

7 **THE PARTIES**

8 2. Deny for lack of knowledge.

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

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

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

15 6. Denied.

16 7. Denied.

17 **JURISDICTION AND VENUE**

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

22 9. Admit that the Court has original jurisdiction over Counts I-IV of the *Complaint*
23 asserting non-infringement and invalidity of the Patents (although Optima denies the assertions
24 and validity of those claims) as to Defendant Optima. Affirmatively allege that co-Defendant
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26 ² The '073 patent and the '724 patent are collectively referred to herein as the "Patents."

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

7 10. Deny.

8 **THE PATENTS-IN-SUIT**

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

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

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

25 **FACTS**

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

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

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

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

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

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

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

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

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

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

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

- 1 24. Affirmatively allege that the text of Exhibit 9 to the *Complaint* speaks for itself.
2 Deny all remaining allegations.
- 3 25. Admit second sentence of Paragraph 25 of the *Complaint* to the extent it asserts
4 that the following persons attended the meeting on behalf of Plaintiff: Donald Berlin, Andria
5 Poe, Paul DeHerrera, Frank Hummel, Michael P. Delgado, and Scott Bornstein. Deny all
6 remaining allegations.
- 7 26. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
8 counsel. Deny all remaining allegations.
- 9 27. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
10 counsel. Deny all remaining allegations.
- 11 28. Deny.
- 12 29. Admit that Jed Margolin communicated with Plaintiff. Deny all remaining
13 allegations.
- 14 30. Admit that OTC, which is upon information and belief owned and controlled by
15 Reza Zandian a/k/a Gholamreza Zandianjazi, may have been involved in filing numerous
16 and/or frivolous state court lawsuits. Deny all remaining allegations. Affirmatively allege that
17 OTC, and any such lawsuits, are completely unrelated to Optima.
- 18 31. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
19 counsel. Affirmatively allege that the text of Exhibit 10 to the *Complaint* speaks for itself.
20 Deny all remaining allegations.
- 21 32. Deny for lack of knowledge.
- 22 33. Deny Plaintiff's "conclusion" for lack of knowledge. Deny all remaining
23 allegations.
- 24 34. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
25 counsel. Affirmatively allege that the text of Exhibits 11 and 12 to the *Complaint* speak for
26 themselves. Deny all remaining allegations.

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1 35. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
2 counsel. Affirmatively allege that the text of Exhibit 13 to the *Complaint* speaks for itself.

3 Deny all remaining allegations.

4 36. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
5 counsel. Deny allegations regarding communications to which Optima was not a party for lack
6 of knowledge. Deny all remaining allegations.

7 37. Deny for lack of knowledge.

8 38. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
9 counsel. Affirmatively allege that the text of Exhibit 14 to the *Complaint* speaks for itself.

10 Deny all remaining allegations.

11 39. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
12 counsel. Affirmatively allege that the text of Exhibit 15 to the *Complaint* speaks for itself.

13 Deny all remaining allegations.

14 40. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
15 counsel. Affirmatively allege that the text of Exhibit 16 to the *Complaint* speaks for itself.

16 Deny all remaining allegations.

17 41. Admit. Affirmatively allege that the text of Exhibit 17 to the *Complaint* speaks
18 for itself.

19 42. Admit. Affirmatively allege that the text of Exhibit 17 to the *Complaint* speaks
20 for itself.

21 43. Admit.

22 **CLAIMS FOR RELIEF**

23 **COUNT ONE**

24 **Declaratory Judgment of Non-Infringement of the '073 Patent**

25 44. Optima repeats and restates the statements of paragraphs 1-43 above as if fully
26 set forth herein.

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

4 46. Deny.

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

7 **COUNT TWO**

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

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

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

14 50. Deny.

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

17 **COUNT THREE**

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

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

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

24 54. Deny.

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

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COUNT FOUR

Declaratory Judgment of Invalidity of the '724 Patent

56. Optima repeats and restates the statements of paragraphs 1-55 above as if fully set forth herein.

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

58. Deny.

59. Admit that Plaintiff seeks a declaration as described in Paragraph 59 of the *Complaint*. Deny that Plaintiff is entitled to such a declaration. Deny all remaining allegations.

COUNTS FIVE THROUGH SEVEN

Defendant Optima has contemporaneously filed a *Motion to Dismiss* seeking to dismiss Counts Five through Seven of the *Complaint* against it for failure to state a claim. As such, Defendant Optima will amend this *Answer* and respond to Counts V, VI and/or VII of the *Complaint* at such time, and to the extent that, the Court herein denies that *Motion* in whole or in part. *See* Rule 12(a)(4), Fed.R.Civ.P.

GENERAL DENIAL

Defendant Optima denies each allegation of Plaintiff's *Complaint* not specifically admitted herein.

EXCEPTIONAL CASE

This is an exceptional case under 35 U.S.C. § 285 in which Defendant Optima is entitled to its attorneys' fees and costs incurred in connection Plaintiff's stated claims in bringing this action.

AFFIRMATIVE DEFENSES

Defendant Optima asserts all available affirmative defenses under Rule 8(c), Fed.R.Civ.P., including but not limited to those specifically designated as follows (Defendant

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

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

11 2. Laches;

12 3. Waiver; and,

13 4. Estoppel.

14 **JURY TRIAL DEMAND**

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

17 **PRAYER FOR RELIEF**

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

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

23 Counterclaimant/Cross-Claimant/Third-Party Plaintiff Optima brings this civil action
24 against Counterdefendant Universal Avionics Systems Corporation ("UAS"), against
25

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

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

4 **THE PARTIES**

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

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

3 **JURISDICTION AND VENUE**

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

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

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

12 **FACTS**

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

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

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

24 13. Upon information and belief:

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

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- b. Naimer was and is the Chief Executive Officer of UAS, thereby controlling UAS and its actions, including UAS's decision to create, develop, manufacture, market and sell the Infringing Products; and/or
- c. Naimer knew and/or should have known of the Patents prior to this lawsuit; and/or
- d. Naimer knew of Optima's allegations that UAS infringed upon the Patents prior to this lawsuit; and/or
- e. Naimer knew of UAS's actions in the nature of those described in Paragraphs 25, 31 and 33 of the *Complaint* and participated in and/or directed those UAS actions/efforts; and/or
- f. It was at all times within Naimer's authority and/or ability to stop UAS's continued design, development, manufacturing, marketing and selling of the Infringing Products but, after Naimer knew of the Patents, the allegations that UAS infringed on the Patents and/or UAS's actions in the nature of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not stop UAS's continued design, development, manufacturing, marketing and selling of the Infringing Products; and/or
- g. It was at all times within Naimer's authority and/or ability to direct UAS to redesign, revise and/or redevelop the Infringing Products such that they would no longer infringe on the Patents but, after Naimer knew of the Patents, the allegations that UAS infringed on the Patents and/or UAS's actions in the nature of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not direct UAS to redesign, revise and/or redevelop the Infringing Products such that they would no longer infringe on the Patents; and/or
- h. Naimer has continued to direct UAS's design, development, manufacturing, marketing and selling of the Infringing Products while knowing and/or intending

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for UAS to infringe on the Patents.

14. Upon information and belief:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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COUNT 1

PATENT INFRINGEMENT

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

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

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

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

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

COUNT 2

BREACH OF CONTRACT

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

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

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

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

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COUNT 3

**BREACH OF THE IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING**

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

41. This is a cause of action for breach of the implied covenant of good faith and fair dealing against UAS pursuant to Arizona law.

42. Under Arizona law, every contract contains an implied covenant of good faith and fair dealing.

43. UAS's actions constitute one or more breaches of covenant of good faith and fair dealing present and implied in the contract attached as Exhibit 8 to the *Complaint* herein.

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

COUNT 4

NEGLIGENCE

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

46. This is an cause of action for negligence against UAS pursuant to the law of New York, Delaware, California, Virginia or Arizona.

47. UAS owed a duty of care to Optima as a result of Exhibit 8 to the *Complaint* herein, and the obligations created therein and/or relating thereto.

48. UAS breached these duties through its foregoing actions as alleged herein, including but not limited to:

- a. UAS's inclusion in an openly-accessible public record the allegations of its *Complaint*; and/or

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

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

COUNT 5

DECLARATORY JUDGMENT

- 50. The statements of all of the foregoing paragraphs are incorporated herein by reference as if fully set forth herein.
- 51. This is a cause of action for declaratory judgment under 28 U.S.C. § 2201 *et seq* against OTC.
- 52. Optima was at all times relevant hereto the rightful holder of the Power of Attorney and the rightful owner of the Patents.
- 53. By virtue of OTC's recording of the Assignment and Power of Attorney with the PTO, a cloud of title, impairment of vendibility, etc. (as otherwise alleged above) exists with respect to Optima's exclusive ownership rights relating to the Patents and the exclusive rights under the Power of Attorney.
- 54. An actual and live controversy exists between OTC and Optima.
- 55. As a result thereof, Optima requests a declaration of rights with respect to the foregoing, including but not limited to a declaration that OTC has no interest or right in either the Power of Attorney or the Patents, that OTC's filing/recording of documents with the PTO asserting any interest or right in either the Power of Attorney or the Patents was

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1 invalid and void, and ordering the PTO to correct and expunge its records with respect
2 to any such claim made by OTC.

3 **COUNT 6**

4 **INJURIOUS FALSEHOOD/SLANDER OF TITLE**

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

7 57. This is a cause of action for injurious falsehood and/or slander of title against OTC and
8 UAS pursuant to the law of New York, Delaware, California, Virginia or Arizona.

9 58. The actions of OTC and/or UAS, as alleged above:

10 a. Are/were false and/or disparaging statement(s) and/or publication(s) resulting in
11 an impairment of vendibility, cloud of title and/or a casting of doubt on the
12 validity of Optima's right of ownership in the Patents and/or rights under the
13 Power of Attorney; and/or

14 b. Are/were an effort to persuade third parties from dealing with Optima, and/or to
15 harm to interests of Optima, regarding the Patents and/or the Power of Attorney;
16 and/or

17 c. Are/were actions for which OTC and UAS foresaw and/or should have
18 reasonably foreseen that the false and/or disparaging statement(s) and/or
19 publication(s) would likely determine the conduct of a third party with respect
20 to, or would otherwise cause harm to Optima's pecuniary interests with respect
21 to, the purchase, license or other business dealings regarding Optima's right in
22 the Patents and/or rights under the Power of Attorney; and/or

23 d. Are/were with knowledge that the statement(s) and/or publication(s) was/were
24 false; and/or

25 e. Are/were with knowledge of the disparaging nature of the statements; and/or

26 f. Are/were in reckless disregard of the truth or falsity of the statement(s) and/or

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publication(s); and/or

g. Are/were in reckless disregard with being in the nature of disparagement(s); and/or

h. Are/were motivated by ill will toward Optima; and/or

i. Are/were motivated by an intent to injure Optima; and/or

j. Are/were committed with an intent to interfere in an unprivileged manner with Optima's interests; and/or

k. Are/were committed with negligence regarding the truth or falsity of the statement and/or publication and/or with being in the nature of a disparagement.

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

COUNT 7

TRESPASS TO CHATTELS

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

61. This is a cause of action for trespass to chattels against OTC and UAS pursuant to the law of New York, Delaware, California, Virginia or Arizona.

62. The actions of OTC and/or UAS, as alleged above:

a. Are/were intentional physical, forcible and/or unlawful interference with the use and enjoyment of rights to the Patents and/or Power of Attorney possessed by Optima without justification or consent; and/or

b. Are/were possession of and/or the exercise of dominion over rights to the Patents and/or Power of Attorney possessed by Optima without justification or consent; and/or

c. Are/were intentional use and/or intermeddling with rights to the Patents and/or Power of Attorney possessed by Optima without authorization; and/or

- 1 d. Resulted in deprivation of Optima's use of and/or rights in the Patents and/or
2 Power of Attorney for a substantial time; and/or
3 e. Resulted in impairment of the condition, quality and/or value of Optima's use of
4 and/or rights in the Patents and/or Power of Attorney; and/or
5 f. Resulted in harm to the legally protected interests of Optima.
6 63. As a result thereof, Optima has suffered and will continue to suffer immediate and
7 ongoing harm and monetary damage in an amount to be proven at trial.

8 **COUNT 8**

9 **UNFAIR COMPETITION**

- 10 64. The statements of all of the foregoing paragraphs are incorporated herein by reference
11 as if fully set forth herein.
12 65. This is a cause of action for unfair competition against OTC and UAS pursuant to the
13 common law of New York, Delaware, California, Virginia or Arizona.
14 66. The actions of OTC and/or UAS, as alleged above:
15 a. Are/were an unfair invasion and/or infringement of Optima's property rights of
16 commercial value with respect to the Patents and/or the Power of Attorney;
17 and/or
18 b. Are/were a misappropriation of a benefit and/or property right belonging to
19 Optima with respect to the Patents and/or the Power of Attorney; and/or
20 c. Are/were a deceit and/or fraud upon the public with respect to the true ownership
21 and other rights of Optima relating to the Patents and/or the Power of Attorney;
22 and/or
23 d. Are/were likely to cause confusion of the public with respect to the true
24 ownership and other rights of Optima relating to the Patents and/or the Power of
25 Attorney; and/or
26 e. Will cause and/or are likely to cause an unfair diversion of trade whereby any

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potential purchaser of a license or other rights from OTC with respect to the Patents and/or Power of Attorney will be cheated into the purchase of something which it is not in fact getting; and/or

- f. Are likely to divert the trade of Optima; and/or
- g. Are likely to cause substantial and irreparable harm to Optima.

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

COUNT 9

UNFAIR AND DECEPTIVE COMPETITION/BUSINESS PRACTICES

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

69. This is a cause of action for unfair and deceptive competition/business practices against OTC and UAS pursuant to the statutory law of Delaware, 6 Del.C. §2531 *et seq.* to the extent such statutory scheme applies in this matter.

70. The actions of OTC and/or UAS, as alleged above:
- a. Are/were those of a person engaged in a course of a business, vocation, or occupation; and/or
 - b. Constitute a deceptive trade practice; and/or
 - c. Cause a likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, another; and/or
 - d. Represent that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have; and/or
 - e. Represent that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and/or

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- 1 f. Disparage the goods, services, or business of another by false or misleading
- 2 representation of fact; and/or
- 3 g. Were conduct which similarly creates a likelihood of confusion or of
- 4 misunderstanding.

5 71. As a result thereof, Optima has suffered and will continue to suffer immediate and

6 ongoing harm and monetary damage in an amount to be proven at trial.

7 72. To the extent Optima is entitled to damages under Delaware common-law it is further

8 entitled to treble damages pursuant to 6 Del.C. §2533(c).

9 73. Optima is entitled to injunctive relief pursuant to 6 Del.C. §2533(a).

10 74. The acts were a willful deceptive trade practice entitling Optima to its attorneys' fees

11 and costs pursuant to 6 Del.C. §2533(b).

12 75. This matter is an "exceptional" case also entitling Optima to its attorneys fees pursuant

13 to 6 Del.C. §2533(b).

14 **COUNT 10**

15 **UNLAWFUL CONSPIRACY TO INJURE TRADE OR BUSINESS**

16 76. The statements of all of the foregoing paragraphs are incorporated herein by reference

17 as if fully set forth herein.

18 77. This is a cause of action for unlawful conspiracy to injure trade or business against OTC

19 and UAS pursuant to the statutory law of Virginia, Va. Code Ann. § 18.2-499 and

20 § 18.2-500, to the extent such statutory scheme applies in this matter.

21 78. The actions of OTC and UAS, as alleged above, were those of two or more persons who

22 combined, associated, agreed, mutually undertook and/or acted in concert together for

23 the purpose of willfully and maliciously injuring Optima and its trade and/or business.

24 79. As a result thereof, Optima has suffered and will continue to suffer immediate and

25 ongoing harm and monetary damage in an amount to be proven at trial.

26 80. Optima is entitled to treble damages plus attorneys' fees and costs under Va. Code

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1 Ann.§ 18.2-500,

2 **COUNT 11**

3 **UNFAIR AND DECEPTIVE COMPETITION/BUSINESS PRACTICES**

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

6 82. This is a cause of action for unfair and deceptive competition/business practices against
7 OTC and UAS pursuant to the statutory law of California, California Business and
8 Professions Code § 17200 *et. seq.*, to the extent such statutory scheme applies in this
9 matter.

10 83. The actions of OTC and/or UAS, as alleged above, constitute one or more unlawful,
11 unfair or fraudulent business acts or practices including but not limited to the following:

- 12 a. The acts/practices are/were “fraudulent” as they are/were untrue and/or are/were
13 likely to deceive the public; and/or
- 14 b. The acts/practices are/were “unfair” as they constituted conduct that significantly
15 threatens or harms competition; and/or
- 16 c. The acts/practices are/were “unfair” as they constitute conduct that offends an
17 established public policy or when the practice is immoral, unethical, oppressive,
18 unscrupulous or substantially injurious to consumers; and/or
- 19 d. The acts/practices are/were “unlawful” as they are/were in violation of the
20 common-law duties that were owed to Optima; and/or
- 21 e. The acts/practices are/were “unlawful” as they are/were in violation of the legal
22 principles expressed in the other Counts herein; and/or
- 23 f. The acts/practices are/were “unlawful” as they are/were in committed violation
24 of Va. Code Ann. § 18.2-172 (a class 5 felony); and/or
- 25 g. The acts/practices are/were “unlawful” as they are/were in committed violation
26 of Va. Code Ann. § 18.2-499 (a class 1 misdemeanor).

1 84. As a result thereof, Optima has suffered and will continue to suffer immediate and
2 ongoing harm and monetary damage.

3 85. Optima is without an adequate remedy at law.

4 86. Unless enjoined the acts of OTC and UAS will continue to cause further, great,
5 immediate and irreparable injury to Optima.

6 87. Optima is entitled to injunctive relief and restitutionary disgorgement pursuant to
7 California Business and Professions Code § 17203.

8 **COUNT 12**

9 **UAS LIABILITY**

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

12 89. In addition to any other liability existing as to the acts of UAS described herein UAS
13 is additionally liable under Counts 6-11 herein because:

- 14 a. OTC acted as the agent and/or servant of UAS; and/or
15 b. UAS aided and abetted the wrongful conduct of OTC through one or more of the
16 following:
17 i. UAS provided aid to OTC in its commission of a wrongful act that caused
18 injury to Optima; and/or
19 ii. UAS substantially assisted and/or encouraged OTC in the principal
20 violation/wrongful act; and/or
21 iii. UAS was aware of its role as part of overall illegal and/or tortious activity
22 at the time it provided the assistance; and/or
23 iv. UAS reached a conscious decision to participate in tortious activity for
24 the purpose of assisting OTC in performing a wrongful act; and/or
25 c. UAS engaged in a civil conspiracy with OTC through an agreement to
26 accomplish an unlawful purpose and/or to accomplish a lawful object by

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unlawful means, one of whom committed an act in furtherance thereof, thereby causing damages to Optima; and/or

- d. UAS and OTC acted in concert; and/or
- e. UAS provided affirmative aid and/or encouragement to the wrongful conduct of OTC; and/or
- f. UAS directed, ordered and/or induced the wrongful conduct of OTC while knowing (or should having known) of circumstances that would have made the conduct tortious if it were UAS's; and/or
- g. UAS advised OTC to commit the wrongful conduct which resulted in a legal wrong and/or harm to Optima; and/or
- h. UAS acted together with OTC to commit the wrongful conduct pursuant to a common design; and/or
- i. UAS knew that the OTC's conduct would constitute a breach of duty and gave substantial assistance or encouragement to OTC so to conduct itself; and/or
- j. UAS gave substantial assistance to OTC in accomplishing a tortious result and UAS's own conduct, separately considered, constitutes a breach of duty to Optima; and/or
- k. UAS knowingly participated in the wrongful action of OTC.

90. As a result thereof, UAS is jointly and severally liable for any such damages awarded to Optima under Counts 6-11 herein.

COUNT 13

PUNITIVE DAMAGES

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

92. This is a claim for punitive damages against OTC and UAS pursuant to the common law and/or statutory law of New York, Delaware, California, Virginia or Arizona.

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93. Through their actions referenced herein, OTC and UAS:
- a. Acted with an intent to injure Optima and/or consciously pursued a course of conduct knowing that it created a substantial risk of significant harm to Optima; and/or
 - b. Acted with an "evil hand" guided by an "evil mind"; and/or
 - c. Engaged in intentional and deliberate wrongdoing and with character of outrage frequently associated with crime; and/or
 - d. Engaged in conduct that may be characterized as gross and morally reprehensible and of such wanton dishonesty as to imply criminal indifference to civil obligations; and/or
 - e. Acted with conduct so reckless and wantonly negligent as to be the equivalent of a conscious disregard of the rights of others; and/or
 - f. Acted with a fraudulent and/or evil motive; and/or
 - g. Acted with aggravation and outrage; and/or
 - h. Acted with outrageous conduct with evil motive and/or reckless indifference to rights of others; and/or
 - i. Acted with wilful and/or wanton disregard for the rights of others; and/or
 - j. Were aware of probable dangerous consequences of their conduct and willfully and deliberately failed to avoid those consequences; and/or
 - k. Acted with the intent to vex, injury or annoy, or with a conscious disregard of the right of others; and/or
 - l. Engaged in reprehensible and/or fraudulent conduct; and/or
 - m. Acted in blatant violation of law or policy; and/or
 - n. Acted with extreme indifference to the rights of others; and/or
 - o. Are guilty of oppression, fraud and/or malice, as defined by and pursuant to Cal.Civ.Code § 3294; and/or

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- 1 p. Acted with wilful and wanton conduct so as to evince a conscious disregard of
2 the rights of others; and/or
3 q. Acted with recklessness and/or negligence so as to evince a conscious disregard
4 of the rights of others; and/or
5 r. Engaged in malicious conduct; and/or
6 s. Engaged in misconduct and/or actual malice.
7 94. As a result thereof, Optima is entitled to an award of punitive damages against OTC and
8 UAS herein in an amount to be determined by a jury.

9 **EXCEPTIONAL CASE**

10 This is an exceptional case under 35 U.S.C. § 285 in which Counterclaimant and
11 Cross-Claimant Optima is entitled to its attorneys' fees and costs incurred in connection with
12 this action.

13 **JURY TRIAL DEMAND**

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

16 **PRAYER FOR RELIEF**

17 WHEREFORE Optima requests that the Court enter judgment in favor of Optima, and
18 against UAS, OTC, Naimer, and Hummel, on the Counterclaims, Cross-Claims and Third-Party
19 Claims, as follows:

- 20 1. Declaring that the Infringing Products, and all other of UAS's products shown to be
21 encompassed by one or more claims of the asserted Patents infringe said Patents;
22 2. Awarding Optima its monetary damages, and a doubling or trebling thereof, incurred
23 as a result of Defendants' willful infringement and unlawful conduct, as provided under
24 35 U.S.C. § 284;
25 3. Declaring that this is an exceptional case pursuant to 35 U.S.C. § 285 and awarding
26 Optima its attorneys fees incurred in having to prosecute this action;

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- 1 4. Ordering that all of the Counterdefendants, Crossdefendants and Third-Party
2 Defendants and all those in active concert or privity with them be temporarily,
3 preliminarily and permanently enjoined from further infringement of U.S. Patent No.
4 5,566,073 (the '073 patent) and U.S. Patent No. 5,904,724 (the '724 patent);
- 5 5. Awarding Optima its actual, special, compensatory, economic, punitive and other
6 damages, including but not limited to:
- 7 a. A reasonable royalty and/or lost profits attributable to defendants' past, present
8 and ongoing infringement of the Patents;
- 9 b. The reduced value of the Patents and/or licenses with respect thereto;
- 10 c. Optima's attorneys' fees and costs incurred in preparing and recording filings
11 with the PTO; and
- 12 d. Optima's ongoing attorneys' fees and costs incurred in filing and prosecuting the
13 cross-claims against OTC herein to establish the invalidity, void nature, etc., of
14 its filing of the Assignment with the PTO and claim of any right or interest in the
15 Power of Attorney and/or the Patents, and to otherwise remove the cloud of title,
16 impairment of vendibility, etc., with respect to Optima's rights in the Patents
17 and/or the Power of Attorney;
- 18 6. Declaring that OTC has no interest or right in the Patents or the Power of Attorney;
- 19 7. Declaring that the Assignment OTC filed with the PTO is forged, invalid, void, of no
20 force and effect, should be struck from the records of the PTO, and that the PTO correct
21 its records with respect to any such claim made by OTC with respect to the Patents
22 and/or the Power of Attorney;
- 23 8. Enjoining OTC from asserting further rights or interests in the Patents and/or Power of
24 Attorney;
- 25 9. Enjoining UAS and OTC from further acts of unfair competition;
- 26 10. Granting Optima its attorneys' fees and costs pursuant to applicable law, including but

- 1 not limited to A.R.S. §12-341.01 and § 12-340 and/or the laws of one or more of New
2 York, Virginia, Delaware and/or California;
- 3 11. Granting Optima prejudgment and post-judgment interest at the legal rate; and
4 12. Granting Optima such other and further relief as the Court deems just and proper.

5 RESPECTFULLY SUBMITTED this 24th day of January, 2008.

6 CHANDLER & UDALL, LLP

7
8 By /s Edward Moomjian II
9 Edward Moomjian II
10 Jeanna Chandler Nash
11 Attorneys for Defendants Adams, Margolin
12 and Optima Technology Inc. a/k/a Optima
13 Technology Group, Inc.

14 **CERTIFICATE OF SERVICE**

15 I hereby certify that on January 24, 2008, I electronically transmitted the attached
16 document to the Clerk's office using the EM/ECF System for filing and transmittal of a Notice
17 of Electronic Filing to the following CM/DCF registrants:

18 E. Jeffrey Walsh, Esquire
19 Greenberg Traurig, LLP
20 2375 East Camelback Road, Suite 700
21 Phoenix, Arizona 85016
22 *Attorneys for Plaintiff*

23 Scott Joseph Bornstein, Esquire
24 Paul J. Sutton, Esquire
25 Allan A. Kassenoff, Esquire
26 Greenberg Traurig, LLP
200 Park Avenue
New York, New York 10166
Attorneys for Plaintiff

_____ s/

713

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1 **REPLY**
2 JOHN PETER LEE, LTD.
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9 (702) 382-4044 Fax: (702) 383-9950
10 e-mail: info@johnpeterlee.com
11 Attorneys for Defendant Reza Zandian

REC'D & FILED

2011 DEC 13 PM 2:31

ALAN GLOVER
Alan Glover
DEPUTY

7 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

8 **IN AND FOR CARSON CITY**

9 JED MARGOLIN, an individual;

Case No.: 090C00579

Dept. No.: I

10 Plaintiff,

11 vs.

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

23 Defendants.

1334.023382-td

24 **REPLY TO OPPOSITION TO MOTION TO DISMISS**

25 COMES NOW Defendant Reza Zandian by and through his counsel John Peter Lee, Ltd.,
26 and hereby files his REPLY TO OPPOSITION TO MOTION TO DISMISS.

27 This Reply is made and based upon all of the pleadings and papers on file herein, exhibits
28 attached hereto, the attached Memorandum of Points and Authorities, and oral argument, if required
by the Court.

...

...

...

...

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MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF FACTS.

In 2008, before the United States District Court District of Arizona, Plaintiff Jed Margolin (hereinafter "Margolin"), by and through his company, Optima Technology, Inc. a/k/a Optima Technology Group, Inc. (hereinafter "OTG"), litigated the same transactions and occurrences to a final judgment that he now wishes to again litigate in this case. *Compare* Am. Compl. and Opposition to Motion to Dismiss (hereinafter "Opposition"), Ex. 29 (hereinafter "Ex. 29").

In the Arizona action, Margolin, acting as agent for OTC, alleged that Optima Technology Corporation (hereinafter "OTC") unlawfully converted OTG's patents to its own dominion and control. Ex. 29, pp. 12-31. In this case, Margolin alleged that OTC has converted OTG's patents to its own use. Am. Compl., pp. 3-6. In the Arizona action, Margolin characterized the same facts as constituting wrongdoing under the following causes of action: (1) Patent Infringement; (2) Breach of Contract; (3) Breach of the Implied Covenant of Good Faith and Fair Dealing; (4) Negligence; (5) Declaratory Relief; (6) Injurious Falsehood/Slander of Title; (7) Trespass to Chattels; (8) Unfair Competition; (9) Unfair and Deceptive Competition/Business Practices; (10) Unlawful Conspiracy to Injure Trade or Business; (11) Unfair and Deceptive Competition/Business Practices; (12) UAS Liability; and (13) Punitive Damages. Ex. 29., pp. 16-30. Using the same facts pertaining to the same transactions and occurrences, in this case, Margolin again alleges wrongdoing on the part of OTC pursuant to slightly modified causes of action including: (1) Conversion; (2) Tortious Interference with Contract; (3) Intentional Interference with Prospective Economic Advantage; (4) Unjust Enrichment; and (5) Unfair and Deceptive Trade Practices. Am. Compl., pp. 2-6.

In the Arizona action, Margolin alleged that "Zandian executed [documents purporting to assign or transfer title and/or interest in the Patents to OTC with the PTO] by (*inter alia*) utilizing his signature on behalf of OTC and mis-stating that Zandian/OTC was exercising the Power of Attorney as the 'attorney in fact' of Margolin." Ex. 29, p. 22, ll. 21-23. In this case, Margolin alleged that "Zandian filed with the [PTO] fraudulent assignment documents allegedly assigning all four of the Patents to [OTC]." Am. Compl., p. 3, ll. 25-28. Margolin even admits to bringing the

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1 instant action pursuant to the same transactions and occurrences already litigated to final judgment.
2 *See* Am. Compl., p. 4, ll. 5-17. The similarity between the facts in the Arizona action and the instant
3 action is absolute and separated only by the verbiage utilized in describing the same transactions and
4 occurrences and the causes of action purported to have been committed. *Compare* Ex. 29 and Am.
5 Compl.

6 **II.**

7 **PROCEDURAL HISTORY.**

8 Margolin filed the instant action on December 11, 2009, more than two years ago. Without
9 effecting proper service upon Defendant Zandian (hereinafter "Zandian"), Margolin took a default
10 judgment, which was later set aside on the grounds of insufficient service. On June 9, 2011, Zandian
11 filed a motion to dismiss the instant action, which was denied without prejudice to allow Margolin
12 an additional ninety (90) days to properly effectuate service. Margolin then attempted service by
13 publication in the San Diego Union-Tribune, the Reno Gazette-Journal and the Las Vegas Review
14 Journal, even though there exist no evidence in the record that Zandian resides in any of the cites,
15 or even the same country, whereby publication was made.

16 Even though Margolin alleged that Zandian's last known address was "8401 Bonita Downs
17 Road, Fair Oaks, California," Margolin never attempted service by publication in Fair Oaks,
18 California. Publication Motion, Ex. "1". Also, Margolin alleged to this Court that Zandian resided
19 in Sacramento County, California; however, Margolin did not attempt service by publication there
20 either. *Id.* at Ex. "2" through "4".

21 **III.**

22 **LEGAL ANALYSIS.**

23 **A. The Instant Motion Need Not be Treated as a Motion for Summary Judgment**
24 **in Order to Grant the Relief Sought by Zandian.**

25 Margolin has suggested that since documents were referenced in the Motion to Dismiss, that
26 motion must be treated as one for summary judgment. The so-called matters outside of the pleadings
27 are references to the Arizona action. These matters, however, are not outside of the pleadings, but
28 instead specifically mentioned in the Complaint. *See* Am. Compl., ¶¶ 17-18. Thus, Zandian

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1 referenced matters complete inside, not outside, the pleadings. Moreover, Zandian referenced a
2 court-produced docket that is worthy of judicial notice in any jurisdiction.

3 Notwithstanding, “[w]hen the complaint shows on its face that the cause of action is barred,
4 the burden falls upon the plaintiff to satisfy the court that the bar does not exist.” Kellar v. Snowden,
5 87 Nev. 488, 491, 489 P.2d 90, 92 (1971) (although affidavit accompanied motion to dismiss,
6 motion to dismiss was properly granted because “the defense of the statute of limitations appears
7 from the complaint itself.”). Here, the Amended Complaint contains an admission that the instant
8 action has already been litigated, or should have been litigated, before a United States District Court
9 in Arizona. *See* Am. Compl., ¶¶ 17-18. Margolin has not met his burden to show this Court why
10 the same transactions and occurrences should now be re-litigated in Nevada. Thus, the Amended
11 Complaint must be dismissed. Moreover, dismissal is proper because the defense related to
12 issue/claim preclusion or res judicata can be ascertained from the Amended Complaint itself.

13 Apparently, Margolin seeks conversion of the instant motion to one for summary judgment
14 for the sole purpose of attempting to invoke Rule 56(f) as a means to continue this two-year old
15 litigation. This argument, however, must fail because one need not go any further than the Amended
16 Complaint to ascertain that the same transactions and occurrences have been litigated before in
17 another jurisdiction. *See* Am. Compl., ¶¶ 17-18.

18 **B. Plaintiff Has Not Met His Burden Regarding General Personal Jurisdiction.**

19 As stated in the initiating motion, “[t]he plaintiff bears the burden of producing *some*
20 evidence in support of all facts necessary to establish personal jurisdiction [emphasis added].”
21 Trump v. District Court, 109 Nev. 687, 692-93, 857 p.2d 740, 748 (1993). At first, Margolin alleged
22 that Zandian resided in either San Diego or Las Vegas, but Plaintiff did not even attempt to serve
23 Zandian in either of these alleged places of residence. *See* Compl.; *compare to* Publication Motion.
24 Now, Margolin alleges in one paragraph of his Amended Complaint that Zandian has “at all relevant
25 times resided in Las Vegas, Nevada.” Am. Compl., ¶ 4. Margolin makes this allegation so that the
26 Court will deem that it has personal jurisdiction over Zandian without further inquiry. Three
27 paragraphs later, Margolin has alleged that Zandian and his co-defendant “at all relevant times herein
28 mentioned has been and/or is residing or currently doing business in and/or are responsible for the

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1 actions complained of herein in Storey County.” Margolin makes this allegation so that the Court
2 will deem Storey County as the proper venue without further inquiry. So, Zandian has been alleged
3 to reside in Las Vegas, San Diego, and now Storey County; however, Margolin has never alleged
4 with any specificity whatsoever that any of the transactions and occurrences (on the part of Zandian,
5 as an individual) giving rise to this action took place within the State of Nevada.

6 Margolin alleged, not in the Amended Complaint, but instead in the Opposition, that because
7 business entities in which Zandian is a stockholder or member have had “substantial” or “continuous
8 and systematic” contacts with the state, then Zandian himself has had sufficient contacts with the
9 state to allow for personal jurisdiction over him in his individual capacity. See Opposition. This sort
10 of reasoning is repugnant to the principles regarding stockholder immunity. See citation and
11 additional argument, *infra*.

12 Margolin also alleged, not in the Amended Complaint, but instead in the Opposition, that
13 Zandian personally owns real property in Nevada, however, none of that property is alleged to be
14 within Carson City where the instant action is pending. Thus, this Court’s jurisdiction has no alleged
15 contacts with Zandian in his personal capacity whatsoever. Notwithstanding, Zandian’s alleged real
16 property ownership has no nexus whatsoever to the acts complained of in the Amended Complaint.
17 Moreover, Margolin does not reside in Carson City, but instead in Storey County, which has its own
18 jurisdiction.

19 In sum, two years into the action, there is nothing in the Amended Complaint that is
20 sufficient to allow the Court to exercise personal jurisdiction over Zandian in his individual capacity.

21 **C. Plaintiff Has Not Met His Burden Regarding Specific Personal Jurisdiction.**

22 Margolin has cited McCulloch Corp. V. O’Donnell, 83 Nev. 396, 433 P.2d 839 (1967), to
23 stand for the proposition that mere ownership in property within the forum state is adequate to allow
24 the forum state to exercise personal jurisdiction over a non-resident defendant. In McCullouch, the
25 Court granted the non-resident defendant a writ of prohibition “to prevent the lower court from
26 exercising further jurisdiction” after the lower court denied the defendant’s motion to dismiss.

27 Margolin highlighted in bold on of the statements in McCulloch: “In this case it must amount
28 to owning property or doing business within this states.” In McCulloch, the ownership in a certain

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1 real property and a certain business were relevant to the Court's inquiry because the case was
2 centered on an injury that occurred on certain real property owned by a certain business. The Court
3 did not end its inquiry with real property ownership in the forum state. In fact, the Court stated that
4 "[t]he mere fact of stock ownership by one corporation in another does not authorize jurisdiction
5 over the stockholder corporation." Id. at 399. The Court also held that "[f]ormer ownership is not
6 sufficient to impose continuing answerability to jurisdiction absent other circumstances." Id. at 398.

7 This case, unlike McCulloch, does not involve any real property. Period. Thus, Zandian's
8 alleged ownership in real property in the forum state is irrelevant. Also, this case does not involve
9 any business owned in sole proprietorship by Zandian. The mere fact that Zandian is a stockholder
10 or membership in certain limited liability entities or corporations does give the Court jurisdiction
11 over Zandian personally. In fact, such a notion regarding personal jurisdiction on this basis is
12 specifically prohibited under the doctrine of stockholder immunity. Id. at 399 (Court explained that
13 "[t]o hold other wise would be to disregard the principles of stockholder immunity and would further
14 lead to the impractical result of holding stockholders of any corporation responsible in the event of
15 an injury on corporate property").

16 **D. Margolin's Claims are Barred on the Grounds of Claim Preclusion.**

17 Margolin is correct in his assessment of the test regarding claim preclusion. *See* Am. Compl.,
18 p. 14, ll. 19-23. The three-part test involves: (1) whether the parties or their privies are the same;
19 (2) whether the final judgment is valid; and (3) whether subsequent action is based on the same
20 claims or any part of them that were or could have been brought in the first case. *See* Five Star
21 Capital Corp. v. Ruby, 124 Nev. 1028, 194 P.3d 709, 713 (2008).

22 The parties (or their privies) are the same. Margolin was involved in the Arizona action. Ex.
23 29. Margolin's privy, OTG brought a cross-claim against OTC, and alleged that Zandian was
24 involved with OTC. Id. Maroglin is the plaintiff in this action. Am. Compl. Margolin is bringing
25 claims against Zandian and OTC in this action. Id.

26 The judgment is final. Margolin attached as Exhibit "A" to the Amended Complaint a copy
27 of the final judgment attained in the Arizona action. Am. Compl.

28 The claims or any part of them were litigated or could have been litigated in the Arizona

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1 action. *Compare* Ex. 29 and Am. Compl.

2 Thus, all three parts of the test are unequivocally satisfied, and the Court need not go any
3 further than the matters alleged in the Amended Complaint to find the same. Period.

4 Margolin's apparent counterargument is without merit. Margolin alleges that the parties and
5 privies are different because Margolin, agent of OTG was not the plaintiff in Arizona, but instead
6 was a cross claimant. This argument is sufficiently self-defeating on its face without more. Margolin
7 does not even argue whether the judgment was final in the Arizona action, and Margolin has argued
8 that the claims could not have been brought in Arizona because they are now brought under different
9 banners, although alleging the same transactions and occurrences. This argument too is sufficiently
10 self-defeating without more.

11 Margolin was not required to bring a cross-claim against OTC or Zandian in the Arizona
12 action, but he did. See Executive Management, Ltd. v. Tigor Title Ins. Co., 114 Nev. 823, 834-838,
13 963 P.2d 465, 473-475 (1998). That cross-claim has been litigated to a final judgment. Now,
14 Margolin brings it again. The only thing preventing Margolin from bringing the same action over
15 and over again before several different courts in several different states in which Zandian may own
16 real property is the fact that Margolin brought a cross-claim in the Arizona action against OTC,
17 alleging that Zandian was behind OTC, and that action is now closed by final judgment. Margolin,
18 therefore, is done, and it is up to this Court to tell him so.

19 The Court, accordingly, is left with no other option than to dismiss the instant action based
20 upon claim preclusion alone, notwithstanding the lack of personal jurisdiction and lack of sufficient
21 service.

22 IV.

23 CONCLUSION.


24 Whether the Court feels that Zandian should be dismissed by the instant motion to dismiss,
25 or whether the Court deems that the instant motion has been converted to one for summary judgment
26 has no real effect: either way, Zandian must be dismissed out of the instant action as a matter of law.
27 Whether the Court deems that the dismissal should be on the grounds of insufficient service, lack
28 of personal jurisdiction or claim preclusion, Zandian must be dismissed out of the action as a matter

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1 of law. Zandian hereby reserves his rights to attorney's fees and costs, as well as his right to bring
2 a subsequent motion to dismiss, or motion for summary judgment, upon other grounds.

3 DATED this 12th day of December, 2011.

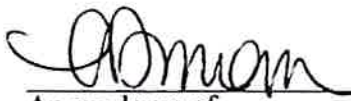
4 JOHN PETER LEE, LTD.

5
6 BY: 
7 JOHN PETER LEE, ESQ.
8 Nevada Bar No. 001768
9 JOHN C. COURTNEY, ESQ.
10 Nevada Bar No. 011092
11 830 Las Vegas Boulevard South
12 Las Vegas, Nevada 89101
13 Ph: (702) 382-4044/Fax: (702) 383-9950
14 Attorneys for Defendant Reza Zandian

15 CERTIFICATE OF MAILING

16 I HEREBY CERTIFY that on the 12th day of December, 2011, a copy of the foregoing
17 REPLY TO OPPOSITION TO MOTION TO DISMISS was served on the following parties by
18 mailing a copy thereof, first class mail, postage prepaid, addressed to:

19 Adam McMillen, Esq.
20 Watson Rounds
21 5371 Kietzke Lane
22 Reno, NV 89511

23 

24 An employee of
25 JOHN PETER LEE, LTD.

1 Matthew D. Francis (6978)
2 Adam P. McMillen (10678)
3 WATSON ROUNDS
4 5371 Kietzke Lane
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6 Telephone: 775-324-4100
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8 Attorneys for Plaintiff Jed Margolin

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ALAN GLOVER
BY *[Signature]*
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

MOTION TO STRIKE

21 COMES NOW Plaintiff Jed Margolin and hereby files this motion to strike Defendant
22 Reza Zandian's ("Zandian") reply to the opposition to the motion to dismiss, which was filed
23 in this Court on December 13, 2011, inasmuch as the reply includes information that is
24 patently false.

25 ///

26 ///

27 ///

28 ///

1 This motion is based on the following Memorandum of Points and Authorities and all
2 pleadings, motions, and papers on file herein.

3 Dated this 19th day of January, 2012.

WATSON ROUNDS

4
5 BY: Adam McMillen

6 Matthew D. Francis (6978)
7 Adam P. McMillen (10678)
8 5371 Kietzke Lane
9 Reno, NV 89511
10 Telephone: 775-324-4100
11 Facsimile: 775-333-8171
12 *Attorneys for Plaintiff Jed Margolin*

13
14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **I. FACTUAL BACKGROUND**

16 Plaintiff Jed Margolin is the named inventor on United States Patent No. 5,566,073
17 (“the ‘073 Patent”), United States Patent No. 5,904,724 (“the ‘724 Patent”), United States
18 Patent No. 5,978,488 (“the ‘488 Patent”) and United States Patent No. 6,377,436 (“the ‘436
19 Patent”)(collectively “the Patents”). In 2004, Mr. Margolin granted to Robert Adams, then
20 CEO of Optima Technology, Inc. (later renamed Optima Technology Group (hereinafter
21 “OTG”), a Cayman Islands Corporation specializing in aerospace technology) a Power of
22 Attorney regarding the Patents. Subsequently, Mr. Margolin assigned the ‘073 and ‘724
23 Patents to OTG and revoked the Power of Attorney.

24 In May 2006, OTG and Mr. Margolin licensed the ‘073 and ‘724 Patents to Geneva
25 Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to a royalty agreement
26 between Mr. Margolin and OTG. On or about October 2007, OTG licensed the ‘073 Patent to
27 Honeywell International, Inc., and Mr. Margolin received a royalty payment pursuant to a
28 royalty agreement between Mr. Margolin and OTG.

On or about December 5, 2007, Defendant Zandian filed with the U.S. Patent and
Trademark Office (“USPTO”) fraudulent assignment documents allegedly assigning all four of
the Patents to Optima Technology Corporation (“OTC”), a company apparently owned by
Defendant Zandian at the time. Shortly thereafter, on November 9, 2007, Mr. Margolin,

1 Robert Adams, and OTG were named as defendants in the case titled *Universal Avionics*
2 *Systems Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the
3 “Arizona action”). Zandian was not a party in the Arizona action. Nevertheless, the plaintiff
4 in the Arizona action asserted that Mr. Margolin and OTG were not the owners of the ‘073 and
5 ‘724 Patents, and OTG filed a cross-claim for declaratory relief against Optima Technology
6 Corporation (“OTC”) in order to obtain legal title to the respective patents.

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

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

16 **II. PROCEDURAL BACKGROUND**

17 Zandian served his motion to dismiss the amended complaint on a special appearance
18 on November 16, 2011. Mr. Margolin filed and served his opposition on December 5, 2011.
19 Zandian filed his reply on December 13, 2011.

20 Now, Mr. Margolin brings this motion to strike Zandian’s reply inasmuch as the reply
21 contains patently false information relating to Mr. Margolin’s relationship with OTG and OTC
22 and the Arizona action.

23 **III. ARGUMENT**

24 **A. THIS MOTION TO STRIKE IS PROPER PURSUANT TO THE COURT’S** 25 **INHERENT POWER TO STRIKE INAPPROPRIATE MATERIALS FROM** 26 **THE RECORD**

27 Courts have the inherent power to strike inappropriate materials that are improperly
28 part of the public record. See *Jones v. Metropolitan Life Ins. Co. et al*, 2010 WL 4055928, *6

1 (N.D.Cal.). “Therefore, based on its inherent powers, a court may strike material from the
2 docket, including portions of a document, reflecting procedural impropriety or lack of
3 compliance with court rules or orders.” *Id.* (citing *Zep, Inc. v. Midwest Motor Supply Co.*,
4 2010 WL 2572129, at *2-3 (S.D. Ohio 2010)(portions of reply brief ordered stricken based on
5 court's inherent power to control docket because they supported claim for which party had not
6 moved for summary judgment). In addition, while the filing of Zandian’s reply brief is not
7 necessarily an admission of evidence, “NRS 47.040(1)(a) requires a party who objects to the
8 admission of evidence to make ‘a timely objection or motion to strike ..., stating the specific
9 ground of objection.’” *Thomas v. Hardwick*, 231 P.3d 1111, 1120 (Nev. 2010).

11 In this case, Zandian’s reply to the opposition to the motion to dismiss, filed on
12 December 13, 2011, should be stricken because it contains the following patently false
13 information and should not be part of the public record:

- 14 1. Zandian’s statement that Mr. Margolin litigated the same transactions and occurrences
15 to a final judgment in the Arizona action—“by and through his company, Optima
16 Technology, Inc. a/ka/ Optima Technology Group, Inc. (hereinafter “OTG”)” is false;¹
- 17 2. Zandian’s statement that “[i]n the Arizona action, Margolin, acting as agent for OTC,
18 alleged that Optima Technology Corporation (hereinafter “OTC”) unlawfully
19 converted OTG’s patents to its own dominion and control” is false;²
- 20 3. Zandian’s statement that “[i]n the Arizona action, Margolin characterized the same
21 facts as constituting wrongdoing” is false;³ and
- 22 4. Zandian’s statement that “[i]n the Arizona action, Margolin alleged that ‘Zandian
23 executed [documents purporting to assign or transfer title and/or interest in the Patents
24 to OTC with the PTO] by (*inter alia*) utilizing his signature on behalf of OTC and mis-
25

27 ¹ Reply, dated 12/13/11, 2:4-6.

28 ² Reply, dated 12/13/11, 2:9-11.

³ Reply, dated 12/13/11, 2:11-18.

1 stating that Zandian/OTC was exercising the Power of Attorney as the 'attorney in fact'
2 of Margolin'" is also false.⁴

3 The true facts are as follows: (1) OTG is not and never has been Mr. Margolin's
4 company and the Power of Attorney he gave to Robert Adams, then CEO of OTG, was
5 revoked prior to the times relevant in the Arizona action and Mr. Margolin did not litigate the
6 Arizona action by and through OTG;⁵ (2) Mr. Margolin has never acted as OTC's agent and
7 did not litigate the same transactions and occurrences in the Arizona action through OTG or
8 OTC;⁶ (3) Mr. Margolin did not file the amended answer, counterclaims, cross-claims and
9 third-party claims that Zandian states is the basis for Zandian's allegation that "Margolin
10 characterized the same facts as constituting wrongdoing" in the Arizona action;⁷ (4) OTG filed
11 the amended answer, counterclaims, cross-claims and third-party claims in the Arizona action
12 and OTG was not Mr. Margolin's agent in the Arizona action and Mr. Margolin did not make
13 allegations in the Arizona action by and through OTG.⁸

14
15 As a result, Zandian's reply must be stricken anywhere it contains such patently false
16 information.

17
18 **B. OTG IS NOT MARGOLIN'S PRIVY AND VICE VERSA**

19 Zandian's reply also states that "Margolin's privity, OTG brought a cross-claim against
20 OTC, and alleged that Zandian was involved with OTC." See Reply, dated 12/13/11, 6:23-24.
21 Zandian cites to Exhibit 29, attached to Mr. Margolin's opposition to the motion to dismiss,
22 dated December 5, 2011, as the basis for the argument that OTG is Mr. Margolin's privity.
23 However, as stated above, Exhibit 29 shows that OTG brought the cross-claim against OTC in
24 the Arizona action—not Mr. Margolin. More importantly, Mr. Margolin is not and was not the
25

26 ⁴ Reply, dated 12/13/11, 2:23-26.

27 ⁵ See Declaration of Jed Margolin, dated 1/19/12, ¶ 4 ("Margolin Decl.").

28 ⁶ See Margolin Decl. at ¶ 5.

⁷ See Reply, dated 12/13/11, 2:11-18 (OTG filed the pleading).

⁸ See Margolin Decl. at ¶ 7.

1 owner of OTG at all relevant times; and OTG is not and was not the agent of Mr. Margolin at
2 all relevant times.⁹

3 Therefore, Zandian's false statement that OTG is Mr. Margolin's privy must be
4 stricken.

5 **IV. CONCLUSION**

6 Based upon the foregoing, Plaintiff Jed Margolin respectfully requests that this Court
7 strike Zandian's reply to the opposition to the motion to dismiss wherever it contains the
8 patently false statements.

9
10 **AFFIRMATION PURSUANT TO NRS 239B.030**

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

13
14 Dated this 20th day of January, 2012.

WATSON ROUNDS

15
16 BY: Adam McMillen
17 Matthew D. Francis (6978)
18 Adam P. McMillen (10678)
19 5371 Kietzke Lane
20 Reno, NV 89511
21 Telephone: 775-324-4100
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23 *Attorneys for Plaintiff Jed Margolin*

24
25
26
27
28

⁹ See Margolin Decl. at ¶ 8.

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7 Edward Moomjian II, PCC # 65050, SBN 016667
8 Jeanna Chandler Nash, PCC # 65674, SBN 022384
9 Attorneys for Defendants Adams, Margolin and Optima Technology Inc. a/k/a Optima
10 Technology Group, Inc.

11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF ARIZONA**

13 **UNIVERSAL AVIONICS SYSTEMS**
14 **CORPORATION,**

15 **Plaintiff,**

16 vs.

17 **OPTIMA TECHNOLOGY GROUP, INC.,**
18 **OPTIMA TECHNOLOGY CORPORATION,**
19 **ROBERT ADAMS and JED MARGOLIN,**

20 **Defendants**

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

24 **Counterclaimant,**

25 vs.

26 **UNIVERSAL AVIONICS SYSTEMS**
CORPORATION, an Arizona corporation,

Counterdefendant

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

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY CORPORATION,
a corporation,

Cross-Defendant

NO. CV-00588-RC

AMENDED ANSWER,
COUNTERCLAIMS, CROSS-
CLAIMS AND THIRD-PARTY
CLAIMS OF OPTIMA
TECHNOLOGY INC. A/K/A
OPTIMA TECHNOLOGY
GROUP, INC.

JURY TRIAL DEMANDED

Assigned to: Hon. Raner C. Collins

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

Third-Party Plaintiff,

vs.

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

Third-Party Defendants.

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

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

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

19 **INTRODUCTORY PARAGRAPH**

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

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

1 2 line 3 of the *Complaint*).

2 **NATURE OF THE ACTION**

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

7 **THE PARTIES**

8 2. Deny for lack of knowledge.

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

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

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

15 6. Denied.

16 7. Denied.

17 **JURISDICTION AND VENUE**

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

22 9. Admit that the Court has original jurisdiction over Counts I-IV of the *Complaint*
23 asserting non-infringement and invalidity of the Patents (although Optima denies the assertions
24 and validity of those claims) as to Defendant Optima. Affirmatively allege that co-Defendant
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26

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

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

7 10. Deny.

8 **THE PATENTS-IN-SUIT**

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

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

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

25 **FACTS**

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

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

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

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

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

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

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

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

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

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

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

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

2 Deny all remaining allegations.

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

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

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

11 28. Deny.

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

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

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

21 32. Deny for lack of knowledge.

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

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

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

4 46. Deny.

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

7 **COUNT TWO**

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

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

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

14 50. Deny.

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

17 **COUNT THREE**

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

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

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

24 54. Deny.

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

1 **COUNT FOUR**

2 **Declaratory Judgment of Invalidity of the '724 Patent**

3 56. Optima repeats and restates the statements of paragraphs 1-55 above as if fully
4 set forth herein.

5 57. Deny that Optima made an "unreasonable" licensing demand of Plaintiff. Admit
6 with respect to Optima. Deny that OTC has any right or interest in the Patents. Deny all
7 remaining allegations.

8 58. Deny.

9 59. Admit that Plaintiff seeks a declaration as described in Paragraph 59 of the
10 *Complaint*. Deny that Plaintiff is entitled to such a declaration. Deny all remaining allegations.

11 **COUNTS FIVE THROUGH SEVEN**

12 Defendant Optima has contemporaneously filed a *Motion to Dismiss* seeking to dismiss
13 Counts Five through Seven of the *Complaint* against it for failure to state a claim. As such,
14 Defendant Optima will amend this *Answer* and respond to Counts V, VI and/or VII of the
15 *Complaint* at such time, and to the extent that, the Court herein denies that *Motion* in whole or
16 in part. *See* Rule 12(a)(4), Fed.R.Civ.P.

17 **GENERAL DENIAL**

18 Defendant Optima denies each allegation of Plaintiff's *Complaint* not specifically
19 admitted herein.

20 **EXCEPTIONAL CASE**

21 This is an exceptional case under 35 U.S.C. § 285 in which Defendant Optima is entitled
22 to its attorneys' fees and costs incurred in connection Plaintiff's stated claims in bringing this
23 action.

24 **AFFIRMATIVE DEFENSES**

25 Defendant Optima asserts all available affirmative defenses under Rule 8(c),
26 Fed.R.Civ.P., including but not limited to those specifically designated as follows (Defendant

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

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

11 2. Laches;

12 3. Waiver; and,

13 4. Estoppel.

14 **JURY TRIAL DEMAND**

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

17 **PRAYER FOR RELIEF**

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

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

23 Counterclaimant/Cross-Claimant/Third-Party Plaintiff Optima brings this civil action
24 against Counterdefendant Universal Avionics Systems Corporation ("UAS"), against
25

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

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

4 **THE PARTIES**

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

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

3 **JURISDICTION AND VENUE**

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

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

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

12 **FACTS**

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

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

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

24 13. Upon information and belief:

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

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

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for UAS to infringe on the Patents.

14. Upon information and belief:

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

- 1 they would no longer infringe on the Patents; and/or
- 2 h. Hummel has continued to direct UAS's design, development and/or
- 3 manufacturing of the Infringing Products while knowing and/or intending for
- 4 UAS to infringe on the Patents.
- 5 15. UAS and Optima entered into the contract attached as Exhibit 8 to the *Complaint* herein
- 6 (hereinafter the "Contract"). Pursuant to and under the terms of the Contract, Optima
- 7 provided to UAS a confidential power of attorney (hereinafter the "Power of Attorney")
- 8 that Jed Margolin ("Margolin"), as the inventor and then-owner of the Patents, had
- 9 previously executed. The Power of Attorney provided, *inter alia*, that Margolin
- 10 appointed "Optima Technology Inc. - Robert Adams CEO" as his attorney-in-fact with
- 11 respect to (*inter alia*) the Patents. Under its express terms, the Power of Attorney could
- 12 only be exercised by "Optima Technology Inc. - Robert Adams CEO" and could only
- 13 be exercised by a signature in the following form: "Jed Margolin by Optima
- 14 Technology, Inc., c/o Robert Adams, CEO his attorney in fact." Optima had not and has
- 15 not at any time placed the Power of Attorney in the public domain or otherwise provided
- 16 a copy of it, or made it available, to OTC.
- 17 16. UAS, through its duly authorized agents, employees and/or attorneys, provided the
- 18 Power of Attorney (or a copy thereof) to OTC principal, director, officer and/or agent
- 19 Gholamreza Zandianjazi a/k/a Reza Zandian ("Zandian"). As of that time, neither
- 20 Zandian nor OTC had ever received, been privy to, obtained or had knowledge of the
- 21 Power of Attorney.
- 22 17. OTC does not have, and has never had, any right, interest or valid claim to any right,
- 23 title or interest in or to either the Patents or the Power of Attorney.
- 24 18. UAS, by and through its authorized agents and attorneys Scott Bornstein ("Bornstein")
- 25 and/or Greenberg Traurig, LLP ("GT"), informed, directed, advised, assisted,
- 26 associated, agreed, conspired and/or engaged in a mutual undertaking with

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

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

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

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

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

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

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

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

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

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COUNT 1

PATENT INFRINGEMENT

31. The statements of all of the foregoing paragraphs are incorporated herein by reference as if fully set forth herein.
32. This is a cause of action for patent infringement under 35 U.S.C. § 271 *et seq.* At all relevant times, UAS had actual and constructive knowledge of the Patents in suit including the scope and claim coverage thereof.
33. UAS's aforesaid activities constitute a direct, contributory and/or inducement of infringement of the aforesaid patents in violation of 35 U.S.C. § 271 *et seq.* UAS's aforesaid infringement is and has, at all relevant times, been willful and knowing.
34. Naimer and Hummel, through their forgoing actions, actively aided and abetted and knowingly and/or intentionally induced, and specifically intended to induce, UAS's direct infringement despite their knowledge of the Patents.
35. Optima has suffered and will continue to suffer immediate and ongoing irreparable and actual harm and monetary damage as a result of UAS's, Naimer's and Hummel's willful patent infringement in an amount to be proven at trial.

COUNT 2

BREACH OF CONTRACT

36. The statements of all of the foregoing paragraphs are incorporated herein by reference as if fully set forth herein.
37. This is a cause of action for breach of contract against UAS pursuant to Arizona law.
38. UAS's actions constitute one or more breaches of the contract attached as Exhibit 8 to the *Complaint* herein.
39. As a result thereof, Optima has suffered and will continue to suffer immediate and ongoing harm and monetary damage in an amount to be proven at trial.

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COUNT 3

**BREACH OF THE IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING**

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- 2
- 3 40. The statements of all of the foregoing paragraphs are incorporated herein by reference
- 4 as if fully set forth herein.
- 5 41. This is a cause of action for breach of the implied covenant of good faith and fair
- 6 dealing against UAS pursuant to Arizona law.
- 7 42. Under Arizona law, every contract contains an implied covenant of good faith and fair
- 8 dealing.
- 9 43. UAS's actions constitute one or more breaches of covenant of good faith and fair
- 10 dealing present and implied in the contract attached as Exhibit 8 to the *Complaint*
- 11 herein.
- 12 44. As a result thereof, Optima has suffered and will continue to suffer immediate and
- 13 ongoing harm and monetary damage in an amount to be proven at trial.
- 14

COUNT 4

NEGLIGENCE

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

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

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

10 **COUNT 5**

11 **DECLARATORY JUDGMENT**

- 12 50. The statements of all of the foregoing paragraphs are incorporated herein by reference
13 as if fully set forth herein.
- 14 51. This is a cause of action for declaratory judgment under 28 U.S.C. § 2201 *et seq* against
15 OTC.
- 16 52. Optima was at all times relevant hereto the rightful holder of the Power of Attorney and
17 the rightful owner of the Patents.
- 18 53. By virtue of OTC's recording of the Assignment and Power of Attorney with the PTO,
19 a cloud of title, impairment of vendibility, etc. (as otherwise alleged above) exists with
20 respect to Optima's exclusive ownership rights relating to the Patents and the exclusive
21 rights under the Power of Attorney.
- 22 54. An actual and live controversy exists between OTC and Optima.
- 23 55. As a result thereof, Optima requests a declaration of rights with respect to the foregoing,
24 including but not limited to a declaration that OTC has no interest or right in either the
25 Power of Attorney or the Patents, that OTC's filing/recording of documents with the
26 PTO asserting any interest or right in either the Power of Attorney or the Patents was

1 invalid and void, and ordering the PTO to correct and expunge its records with respect
2 to any such claim made by OTC.

3 **COUNT 6**

4 **INJURIOUS FALSEHOOD/SLANDER OF TITLE**

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

7 57. This is a cause of action for injurious falsehood and/or slander of title against OTC and
8 UAS pursuant to the law of New York, Delaware, California, Virginia or Arizona.

9 58. The actions of OTC and/or UAS, as alleged above:

10 a. Are/were false and/or disparaging statement(s) and/or publication(s) resulting in
11 an impairment of vendibility, cloud of title and/or a casting of doubt on the
12 validity of Optima's right of ownership in the Patents and/or rights under the
13 Power of Attorney; and/or

14 b. Are/were an effort to persuade third parties from dealing with Optima, and/or to
15 harm to interests of Optima, regarding the Patents and/or the Power of Attorney;
16 and/or

17 c. Are/were actions for which OTC and UAS foresaw and/or should have
18 reasonably foreseen that the false and/or disparaging statement(s) and/or
19 publication(s) would likely determine the conduct of a third party with respect
20 to, or would otherwise cause harm to Optima's pecuniary interests with respect
21 to, the purchase, license or other business dealings regarding Optima's right in
22 the Patents and/or rights under the Power of Attorney; and/or

23 d. Are/were with knowledge that the statement(s) and/or publication(s) was/were
24 false; and/or

25 e. Are/were with knowledge of the disparaging nature of the statements; and/or

26 f. Are/were in reckless disregard of the truth or falsity of the statement(s) and/or

- 1 publication(s); and/or
- 2 g. Are/were in reckless disregard with being in the nature of disparagement(s);
- 3 and/or
- 4 h. Are/were motivated by ill will toward Optima; and/or
- 5 i. Are/were motivated by an intent to injure Optima; and/or
- 6 j. Are/were committed with an intent to interfere in an unprivileged manner with
- 7 Optima's interests; and/or
- 8 k. Are/were committed with negligence regarding the truth or falsity of the
- 9 statement and/or publication and/or with being in the nature of a disparagement.
- 10 59. As a result thereof, Optima has suffered and will continue to suffer immediate and
- 11 ongoing harm and monetary damage in an amount to be proven at trial.

12 **COUNT 7**

13 **TRESPASS TO CHATTELS**

- 14 60. The statements of all of the foregoing paragraphs are incorporated herein by reference
- 15 as if fully set forth herein.
- 16 61. This is a cause of action for trespass to chattels against OTC and UAS pursuant to the
- 17 law of New York, Delaware, California, Virginia or Arizona.
- 18 62. The actions of OTC and/or UAS, as alleged above:
 - 19 a. Are/were intentional physical, forcible and/or unlawful interference with the use
 - 20 and enjoyment of rights to the Patents and/or Power of Attorney possessed by
 - 21 Optima without justification or consent; and/or
 - 22 b. Are/were possession of and/or the exercise of dominion over rights to the Patents
 - 23 and/or Power of Attorney possessed by Optima without justification or consent;
 - 24 and/or
 - 25 c. Are/were intentional use and/or intermeddling with rights to the Patents and/or
 - 26 Power of Attorney possessed by Optima without authorization; and/or

- 1 d. Resulted in deprivation of Optima's use of and/or rights in the Patents and/or
2 Power of Attorney for a substantial time; and/or
3 e. Resulted in impairment of the condition, quality and/or value of Optima's use of
4 and/or rights in the Patents and/or Power of Attorney; and/or
5 f. Resulted in harm to the legally protected interests of Optima.
6 63. As a result thereof, Optima has suffered and will continue to suffer immediate and
7 ongoing harm and monetary damage in an amount to be proven at trial.

8 COUNT 8

9 UNFAIR COMPETITION

- 10 64. The statements of all of the foregoing paragraphs are incorporated herein by reference
11 as if fully set forth herein.
12 65. This is a cause of action for unfair competition against OTC and UAS pursuant to the
13 common law of New York, Delaware, California, Virginia or Arizona.
14 66. The actions of OTC and/or UAS, as alleged above:
15 a. Are/were an unfair invasion and/or infringement of Optima's property rights of
16 commercial value with respect to the Patents and/or the Power of Attorney;
17 and/or
18 b. Are/were a misappropriation of a benefit and/or property right belonging to
19 Optima with respect to the Patents and/or the Power of Attorney; and/or
20 c. Are/were a deceit and/or fraud upon the public with respect to the true ownership
21 and other rights of Optima relating to the Patents and/or the Power of Attorney;
22 and/or
23 d. Are/were likely to cause confusion of the public with respect to the true
24 ownership and other rights of Optima relating to the Patents and/or the Power of
25 Attorney; and/or
26 e. Will cause and/or are likely to cause an unfair diversion of trade whereby any