

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Apr 20 2021 09:38 a.m.
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 V

REZA ZANDIAN
6 RUE EDOUARD FOURNIER
75116 PARIS FRANCE

BROWNSTEIN HYATT FARBRE
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APPELLANT IN PROPER PERSON

ATTORNEYS FOR RESPONDENT

THE SUPREME COURT OF THE STATE OF NEVADA

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6 Telephone: 775-324-4100
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8 Attorneys for Plaintiff Jed Margolin

REC'D & FILED

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ALAN GLOVER

[Signature]
NFP

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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

**DECLARATION OF JED MARGOLIN
IN SUPPORT OF APPLICATION FOR
DEFAULT JUDGMENT**

I, Jed Margolin do hereby declare and state as follows:

1. I am the named inventor on United States Patent No. 5,566,073 ("the '073 Patent"), United States Patent No. 5,904,724 ("the '724 Patent"), United States Patent No. 5,978,488 ("the '488 Patent") and United States Patent No. 6,377,436 ("the '436 Patent") (collectively "the Patents").

2. Attached as Exhibit 1 is a true and correct copy of the Amended Answer, Counterclaims, Cross-Claims and Third-Party Claims filed in the action captioned *Universal*

1 *Avionics Systems Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC
2 (the "Arizona Action").

3 3. Attached as Exhibit 2 is a true and correct copy of the August 18, 2008 Order
4 from the Arizona Action.

5 4. After Defendant Zandian filed the forged and invalid assignment document
6 with the USPTO relating to the Patents, I was forced to spend \$90,000 in attorneys' fees in the
7 Arizona Action where the Court ordered that the USPTO correct record title to the Patents.
8 Attached as Exhibit 3 are true and correct copies of the records from my bank showing three
9 transfers of \$30,000 each. Two transfers went to Optima Technology Group and one transfer
10 went directly to the attorneys representing Optima Technology Group and myself. The three
11 transfers were for the payment of attorneys' fees in the Arizona Action.

12 5. I was to be paid \$210,000 pursuant to a patent purchase agreement that failed
13 as a result of the Defendants' actions as stated in the Amended Complaint. I cannot publicly
14 provide documentation or specific details of the actual purchase agreement because of the
15 confidentiality provisions in the agreement. Although, I am more than willing to provide the
16 Court with documentation of the agreement so the Court can review the agreement *in camera*.
17 However, on April 14, 2008, Optima Technology Group entered into a purchase agreement to
18 sell the '073 and '724 Patents to another entity which would have netted me \$210,000 on the
19 purchase price of the subject Patents alone. The purchase agreement also included a provision
20 for post patent sale royalty payments which would have provided me with additional
21 substantial income. Finally, the April 14, 2008 purchase agreement provided the purchasing
22 entity an opportunity to conduct due diligence regarding the Arizona Action. On June 13,
23 2008, the purchasing entity wrote Optima Technology Group and stated that they had
24 completed their due diligence investigation and determined that the Patents and/or the Arizona
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Action were not acceptable and therefore the purchase agreement was terminated. Simply put,
the purchase agreement was terminated because of Defendants' actions.

I declare under penalty of perjury that the foregoing is true and correct to the best of
my knowledge.

Dated: October 29, 2012

By: /S/ Jed Margolin
JED MARGOLIN

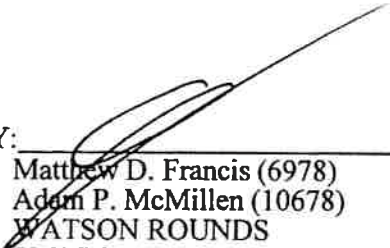
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AFFIRMATION

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: October 29, 2012.

BY: _____


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

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, **DECLARATION OF JED MARGOLIN IN**
5 **SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT**, addressed as follows:

6 Reza Zandian
7 8775 Costa Verde Blvd. #501
8 San Diego, CA 92122

9 Optima Technology Corp.
10 A California corporation
11 8775 Costa Verde Blvd. #501
12 San Diego, CA 92122

13 Optima Technology Corp.
14 A Nevada corporation
15 8775 Costa Verde Blvd. #501
16 San Diego, CA 92122

17 Dated: October 29th, 2012

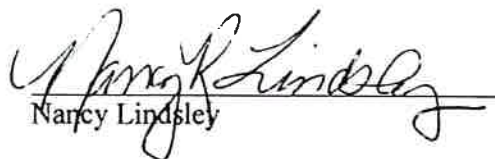
18 
19 Nancy Lindsley

Exhibit 1

Exhibit 1

1 **CHANDLER & UDALL, LLP**
2 **ATTORNEYS AT LAW**
3 **4801 E. BROADWAY BLVD., SUITE 400**
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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**

NO. CV-00588-RC

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

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

JURY TRIAL DEMANDED

Assigned to: Hon. Raner C. Collins

27 **OPTIMA TECHNOLOGY INC. a/k/a**
28 **OPTIMA TECHNOLOGY GROUP, INC., a**
29 **corporation,**
30 **Cross-Claimant,**

31 vs.

32 **OPTIMA TECHNOLOGY CORPORATION,**
33 **a corporation,**
34 **Cross-Defendant**

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
25

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 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

1 for UAS to infringe on the Patents.

2 14. Upon information and belief:

- 3 a. Hummel was and is the Vice President/General Manager of Engineering
4 Research and Development of UAS, thereby controlling UAS's design,
5 development and/or manufacture of the Infringing Products; and/or
6 b. Hummel was intimately involved in UAS's design and/or development of the
7 Infringing Products; and/or
8 c. Hummel knew and/or should have known of the Patents prior to this lawsuit;
9 and/or
10 d. Hummel knew of Optima's allegations that UAS infringed upon the Patents prior
11 to this lawsuit; and/or
12 e. Hummel knew of UAS's actions in the nature of those described in Paragraphs
13 25, 31 and 33 of the *Complaint* and participated in and/or directed those UAS
14 actions/efforts; and/or
15 f. It was at all times within Hummel's authority and/or ability to stop UAS's
16 continued design, development and/or manufacturing of the Infringing Products
17 but, after Hummel knew of the Patents, the allegations that UAS infringed on the
18 Patents and/or UAS's actions in the nature of those described in Paragraphs 25,
19 31 and 33 of the *Complaint*, he did not stop UAS's continued design,
20 development and/or manufacturing of the Infringing Products; and/or
21 g. It was at all times within Hummel's authority and/or ability to direct UAS to
22 redesign, revise and/or redevelop the Infringing Products such that they would
23 no longer infringe on the Patents but, after Naimer knew of the Patents, the
24 allegations that UAS infringed on the Patents and/or UAS's actions in the nature
25 of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not
26 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

- 1 its declaratory judgment cross-claim against OTC herein to declare and establish
2 true and proper title to the Patents, for which Optima has incurred and will incur
3 substantial expenses (attorneys' fees and costs) in the prosecution thereof.
- 4 25. Upon information and belief, UAS provided additional information to Zandian/OTC
5 regarding, or of the same nature as that discussed in, Paragraph 33 of and Exhibits 14,
6 15 and 17 to the *Complaint* herein.
- 7 26. UAS made the disclosures (*inter alia*) as acknowledged in its *Complaint* herein.
- 8 27. Upon information and belief, UAS also made the disclosures alleged in Paragraph 34
9 of, and in Exhibit 12 attached to, the *Complaint*.
- 10 28. By filing its *Complaint* as part of the open public record in this case, UAS disclosed the
11 content thereof and the Exhibits attached thereto.
- 12 29. The actions of UAS and OTC herein were motivated by spite, malice and/or ill-will
13 toward Optima and were for the purpose of and/or were intended to intermeddle with,
14 interfere with, trespass upon and/or cause harm to Optima's rights in the Patents and/or
15 under the Power of Attorney, and/or with knowledge that such intermeddling,
16 interference, trespass and/or harm was substantially certain to occur.
- 17 30. Upon information and belief, OTC intends to continue to compete, interfere, and/or
18 attempt to compete and/or interfere with Optima regarding the Patents and/or the Power
19 of Attorney. At this time, however, Optima is unaware of any actual attempts yet made
20 by OTC to purportedly license, sell or otherwise transfer rights regarding the Patents
21 under its purported Assignment/Power of Attorney (as recorded with the PTO). If and
22 when Optima becomes aware of such actions, it will timely seek to amend and
23 supplement the Counterclaims, Cross-Claims, Third-Party Claims and/or remedies
24 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.

COUNT 3

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

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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

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

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

4 f. Are likely to divert the trade of Optima; and/or

5 g. Are likely to cause substantial and irreparable harm to Optima.

6 67. 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 9

9 UNFAIR AND DECEPTIVE COMPETITION/BUSINESS PRACTICES

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

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

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

16 a. Are/were those of a person engaged in a course of a business, vocation, or
17 occupation; and/or

18 b. Constitute a deceptive trade practice; and/or

19 c. Cause a likelihood of confusion or of misunderstanding as to affiliation,
20 connection, or association with, or certification by, another; and/or

21 d. Represent that goods or services have sponsorship, approval, characteristics,
22 ingredients, uses, benefits, or quantities that they do not have, or that a person
23 has a sponsorship, approval, status, affiliation, or connection that the person does
24 not have; and/or

25 e. Represent that goods or services are of a particular standard, quality, or grade,
26 or that goods are of a particular style or model, if they are of another; and/or

- 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

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

- 1 unlawful means, one of whom committed an act in furtherance thereof, thereby
2 causing damages to Optima; and/or
- 3 d. UAS and OTC acted in concert; and/or
- 4 e. UAS provided affirmative aid and/or encouragement to the wrongful conduct of
5 OTC; and/or
- 6 f. UAS directed, ordered and/or induced the wrongful conduct of OTC while
7 knowing (or should have known) of circumstances that would have made the
8 conduct tortious if it were UAS's; and/or
- 9 g. UAS advised OTC to commit the wrongful conduct which resulted in a legal
10 wrong and/or harm to Optima; and/or
- 11 h. UAS acted together with OTC to commit the wrongful conduct pursuant to a
12 common design; and/or
- 13 i. UAS knew that the OTC's conduct would constitute a breach of duty and gave
14 substantial assistance or encouragement to OTC so to conduct itself; and/or
- 15 j. UAS gave substantial assistance to OTC in accomplishing a tortious result and
16 UAS's own conduct, separately considered, constitutes a breach of duty to
17 Optima; and/or
- 18 k. UAS knowingly participated in the wrongful action of OTC.
- 19 90. As a result thereof, UAS is jointly and severally liable for any such damages awarded
20 to Optima under Counts 6-11 herein.

21 **COUNT 13**

22 **PUNITIVE DAMAGES**

- 23 91. The statements of all of the foregoing paragraphs are incorporated herein by reference
24 as if fully set forth herein.
- 25 92. This is a claim for punitive damages against OTC and UAS pursuant to the common law
26 and/or statutory law of New York, Delaware, California, Virginia or Arizona.

103b

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

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;

- 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.

13 **CERTIFICATE OF SERVICE**

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

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

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

_____ s/

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Exhibit 2

Exhibit 2

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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

1042

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.

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Raner C. Collins
United States District Judge

Exhibit 3

Exhibit 3

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Section II: Requester/Originator Information						
Name Jed Margolin		Telephone # 847 7845		Date Wire to be Sent 1/15/08		
Address 181 Empire Rd		City Reno		State NV		Zip 89521
Customer ID Type 1. DL	ID#	Issue State/Country 1. NV	Issue Date 1-16-06	Expiration Date 1-2-2010		
2. BACC		Method of Signature Verification (If Applicable) SIGN CARD				
Section III: Associate Information						
Associate Name KMAZZA		Phone and Fax # 3256016034		Unit Co#/CC# 8557	Date 1/15/08	Time 11:40
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A		Name/Number of Person Contacted		Date/Time	Approval (required)/Market Approval (if required)	
Callback Completed by:						
Section IV: Domestic Payment Instructions						
Amount of Wire \$ 30,000	Debit Account Type (circle one) CHKG SAV ICA GL		Serial # (For ICA/GL) or Repetitive ID#		Source <input checked="" type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	
Account to Debit	State NV	Available Balance	Account Title Jed Margolin			
Overdraft Amount \$	Overdraft Approved by (Name & Signature)			Date	Wire Fee \$ 25	
Section IV: International Payment Instructions						
USD Amount of Wire \$	Country	Rate	Foreign Currency Code		Foreign Currency Amount	
Debit Account Type (circle one) CHKG SAV ICA GL		Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (If Applicable)		Source <input type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter
Account to Debit	State	Available Balance	Account Title			
Overdraft Amount \$	Overdraft Approved by (Name & Signature)			Date	Wire Fee \$	
Section V: Wire Information						
Beneficiary Name Merrill Lynch		Beneficiary Account # OR IBAN (IBAN, no further Beneficiary Bank information is required)				
Beneficiary Address: Street		City	State	Country	Zip	
Beneficiary Bank Name Mellon Bank				ABA # or SWIFT or National ID 043000261		
Beneficiary Bank Address: Street		City	State	Country	Zip	
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival) FIC to Optima Technology acct 223-0740						
Send Thru Bank/IBK (if available)				ABA # or SWIFT or National ID		
Send Thru Bank Address: Street		City	State	Country	Zip	
Section VI: Customer Approval						
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.						
Customer's Signature: Jed Margolin				Date of Request: 1-15-2008		
Section VII: Wire System Entry/Verification						
Wire Entered by: Name/Signature (attach BFT screens prints) Print: KMAZZA Signature: KMAZZA			BFT System Time 124544	BFT Sequence # 01080115005656		
Date of Entry and Verification 1-15-08	Verified By (Name/Signature) (Print Verification Screens) Print: J. Margolin Signature: J. Margolin		BFT System Time 17:49:37			

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO

1045

Section I: Requester/Originator Information					
Name Jed Margolin		Telephone # 847-7845		Date Wire to be Sent 3-26-08	
Address 1981 Empire Rd		City Reno		State NV	
Customer ID Type 1. Driver's Lic		ID# [REDACTED]		Issue State/Country 1. Nevada	
		Issue Date 1-6-06		Expiration Date 1-2/20/10	
Method of Signature Verification (If Applicable) 2. _____					
Section II: Associate Accepting Wire					
Associate Name Janet Saldana		Phone and Fax # 775-325-6021		Unit Co#/CC# 336/8557	
Date 3-26-08		Time			
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input type="checkbox"/> N/A		Name/Number of Person Contacted		Date/Time	
Callback Completed by: _____		_____		_____	
Section III: Domestic Payment Instructions					
Amount of Wire \$ 30,000 -		Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input checked="" type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>		Serial # (For ICA/GL) or Repetitive ID#	
Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter		<input checked="" type="checkbox"/> OTC			
Account to Debit		State		Available Balance	
[REDACTED]		[REDACTED]		Account Title Jed Margolin	
Overdraft Amount \$ _____		Overdraft Approved by (Name & Signature) _____		Date _____	
				Wire Fee \$ 25 -	
Section IV: International Payment Instructions: <input type="checkbox"/> Check here if funds must be sent in US Dollars					
USD Amount of Wire \$ _____		Country		Rate	
		Foreign Currency Code		Foreign Currency Amount	
Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>		Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (If Applicable)	
				Source <input type="checkbox"/> OTC <input type="checkbox"/>	
				<input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	
Account to Debit		State		Available Balance	
[REDACTED]		[REDACTED]		Account Title	
Overdraft Amount \$ _____		Overdraft Approved by (Name & Signature) _____		Date _____	
				Wire Fee \$ _____	
Section V: Wire Information					
Beneficiary Name Merrill Lynch			Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required): [REDACTED]		
Beneficiary Address: Street _____			City _____		
			State _____		
			Country _____		
			Zip _____		
Beneficiary Bank Name Mellon Bank			ABA # or SWIFT or National ID 01223-07406		
Beneficiary Bank Address Street _____			City _____		
			State 043000267		
			Country _____		
			Zip _____		
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival) F/Cr to Optima Technology Group					
Send Thru Bank/IBK (if available)			ABA # or SWIFT or National ID 223-07406		
Send Thru Bank Address Street _____			City _____		
			State _____		
			Country _____		
			Zip _____		
Section VI: Customer Approval					
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.					
Customer's Signature: Jed Margolin			Date of Request: 3-26-08		
Section VII: Wire System Entry/Verification					
Wire Entered by: Name/Signature (attach BFT screen prints) Print: Janet Saldana Signature: Janet Saldana			BAT Approval Authorization # (if applicable)		
Date of Entry and Verification			BFT System Time 13:35:53		BFT Sequence # 01080326006579
Verified By (Name/Signature) (Print Verification Screen) Print: _____			Signature: _____		BFT System Time

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO

Section I: Requester/Originator Information

Name Jed Margolin		Telephone # 775-847-7845	Date Wire to be Sent 6-18-08	
Address 1981 Empire Rd		City Reno	State NV	Zip 89521-7430
Customer ID Type 1. RIVER License	ID# [REDACTED]	Issue State/Country 1. Nevada	Issue Date 1. 01-06-06	Expiration Date 1. 02-20-2010
Method of Signature Verification (If Applicable) 2. BotA - ATM 5124 E*P 5/2010				

Section II: Associate Accepting Wire

Associate Name Janet Saldana	Phone and Fax # 775-325-6001	Unit Co#/CC# 336/8557	Date 6-18-08	Time 9:32
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input type="checkbox"/> N/A	Name/Number of Person Contacted		Date/Time	Approval (required)/Market Approval (if required)
Callback Completed by: _____				

Section III: Domestic Payment Instructions

Amount of Wire \$ 30,000.-	Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input checked="" type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>	Serial # (For ICA/GL) or Repetitive ID#	Source <input checked="" type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter
Account to Debit [REDACTED]	State	Available Balance \$ 42,339.52	Account Title Jed Margolin
Overdraft Amount \$	Overdraft Approved by (Name & Signature)		Date 6-18-08 Wire Fee \$ 25.-

Section IV: International Payment Instructions: Check here if funds must be sent in US Dollars

USD Amount of Wire \$	Country	Rate	Foreign Currency Code	Foreign Currency Amount
Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>	Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (If Applicable)	Source <input type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter
Account to Debit [REDACTED]	State	Available Balance \$	Account Title	
Overdraft Amount \$	Overdraft Approved by (Name & Signature)		Date	Wire Fee \$

Section V: Wire Information

Beneficiary Name Snell & Wilmer Trust Acct		Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required) 411-9025		
Beneficiary Address: Street		City	State	Country Zip
Beneficiary Bank Name J.P. Morgan Chase NA/Phoenix Trust Acct		ABA # or SWIFT or National ID 021000021		
Beneficiary Bank Address: Street 501 N. Central Ave		City Phoenix	State AZ	Country Zip US 85004
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival) Attn: Jeff Willis Client: Optima Technology Group/Jed Margolin				
Send Thru Bank/IBK (if available)		ABA # or SWIFT or National ID		
Send Thru Bank Address: Street		City	State	Country Zip

Section VI: Customer Approval

I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.

Customer's Signature: **Jed Margolin** Date of Request: **6-18-08**

Section VII: Wire System Entry/Verification

Wire Entered by: Name/Signature (attach BFT screens prints) Print: Janet Saldana Signature: Janet Saldana		BFT System Time 12.02.51	BFT Sequence # 01080618004513
Date of Entry and Verification	Verified By (Name/Signature) (Print Verification Screen) Print: _____ Signature: _____	BFT System Time	

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO

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

REC'D & FILED
2012 OCT 30 AM 11:29
ALAN GLOVER
BY *[Signature]*
DEPT. 1

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

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

Case No.: 090C00579 1B
Dept. No.: 1

**DECLARATION OF ADAM P.
MCMILLEN IN SUPPORT OF
APPLICATION FOR DEFAULT
JUDGMENT**

22 I, Adam P. McMillen do hereby declare and state as follows:

23 1. I am an associate at the law firm of Watson Rounds located at 5371 Kietzke
24 Lane, Reno, Nevada 89511. This declaration is based upon my personal knowledge, and is
25 made in support of Plaintiff's Application for Default Judgment.

26 2. To date, Plaintiff has incurred billed and unbilled fees in the amount of
27 \$69,900.00. A true and correct copy of a printout from the Watson Rounds client ledger is
28

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1 attached hereto as Exhibit 1. As a result, the total amount of fees incurred in this action to date
2 total \$69,900.00.

3 3. To date, Plaintiff has incurred billed and unbilled costs in the amount of
4 \$23,979.86. A true and correct copy of a printout from the Watson Rounds client ledger is
5 attached hereto as Exhibit 1. As a result, the total amount of costs incurred in this action to
6 date total \$23,979.86.

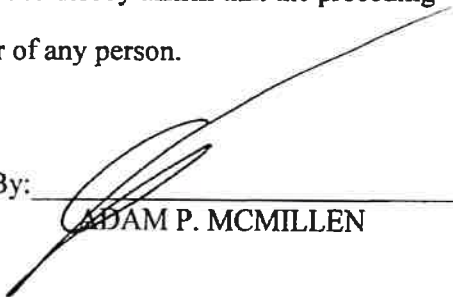
7 4. Attached hereto as Exhibit 2 is a true and correct printout from
8 <http://www.moneycafe.com/library/primerate.htm> showing the prime interest rates from 2001-
9 2012. The prime interest rate as of June 1, 2007 was 8.25%.

10 5. I declare under penalty of perjury that the foregoing is true and correct to the
11 best of my knowledge.

12 **AFFIRMATION**

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

15 Dated this 29th day of October, 2012.

16 By: 
17 ADAM P. MCMILLEN
18
19
20
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, **DECLARATION OF ADAM P. MCMILLEN**
5 **IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT**, addressed as follows:

6 **Reza Zandian**
7 **8775 Costa Verde Blvd. #501**
8 **San Diego, CA 92122**

9 **Optima Technology Corp.**
10 **A California corporation**
11 **8775 Costa Verde Blvd. #501**
12 **San Diego, CA 92122**

13 **Optima Technology Corp.**
14 **A Nevada corporation**
15 **8775 Costa Verde Blvd. #501**
16 **San Diego, CA 92122**

17 **Dated: October 29, 2012**

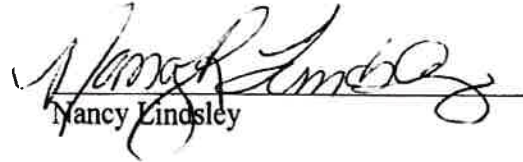
18 
19 **Nancy Lindsley**

Exhibit 1

Exhibit 1

Date	Received From/Paid To	Chq/ Rec#	General	Trust Activity	Fees	Inv#	Acc	Repts	Disbs	Balance
Entry #	Explanation		Rcpts	Disbs						
5457	Margolin, Jed									
5457.01	Patent theft analysis & litigation									
Nov 22/2009	Lawyer: MDF 0.20 Hrs X 300.00									
865532	Draft and review e-mails to and from client re: representation				60.00	102713				
Nov 23/2009	Lawyer: CPJ 3.50 Hrs X 300.00									
865479	Review materials from client; meet with client to review and analyze case				1050.00	102713				
Nov 23/2009	Lawyer: MDF 0.30 Hrs X 300.00									
865491	Phonecall to client re: conference/Conference with CPJ re: same				90.00	102713				
Nov 23/2009	Lawyer: REH 0.50 Hrs X 125.00									
866694	Prepare legal services agreement and create new file for client				62.50	102713				
Nov 25/2009	Lawyer: CPJ 1.10 Hrs X 300.00									
865767	Research re conversion, abuse of process, fraud and analyze causes of action for complaint				330.00	102713				
Nov 30/2009	Jed Margolin									
866460	Trust receipt	853				102713	3	5000.00		5000.00
Dec 1/2009	Expense Recovery									
869431	Documents downloaded from Westlaw	13610		9.38		103050				
Dec 1/2009	Lawyer: CPJ 0.50 Hrs X 300.00									
874370	Research re service of process by publication; emails with EVB re: same and causes of action for complaint				150.00	103050				
Dec 2/2009	Lawyer: EVE 4.90 Hrs X 275.00									
874371	Legal research and analysis regarding service and conversion under Nevada law				1347.50	103050				
Dec 3/2009	Lawyer: CPJ 0.70 Hrs X 300.00									
867840	Research causes of action, service issues; review research from Eliza; t/c with client re research results and filing complaint				210.00	103050				
Dec 4/2009	Billing on Invoice 102713									
868174	FEES 1592.50			0.00		102713				
Dec 4/2009	Watson Rounds									
868176	Payment for invoice: 102713	7283					3	1592.50		3407.50
Dec 4/2009	Transferred from Trust									
868178	PMT - Payment for invoice: 102713	5941	150.00							
Dec 4/2009	Transferred from Trust									
868179	PMT - Payment for invoice: 102713	5941	62.50							
Dec 4/2009	Transferred from Trust									
868180	PMT - Payment for invoice: 102713	5941	1380.00							
Dec 4/2009	Lawyer: CPJ 0.30 Hrs X 300.00									
868274	Review and respond to emails from client re letter from counsel re threats				90.00	103050				
Dec 8/2009	Lawyer: CPJ 3.50 Hrs X 300.00									
869101	Research parties, venue and claims for complaint; draft complaint				1050.00	103050				
Dec 8/2009	Lawyer: REH 0.20 Hrs X 125.00									
869191	Draft template of letter to Scott Bornstein				25.00	103050				
Dec 9/2009	Lawyer: REH 0.50 Hrs X 125.00									
869192	Create template for Complaint in the 2nd Judicial District Court of Nevada				62.50	103050				
Dec 9/2009	Lawyer: CPJ 3.40 Hrs X 300.00									
869680	Draft/research complaint and various potential causes of action				1020.00	103050				
Dec 10/2009	First District Court									
869673	Complaint filing fee	71165		265.00		103050				
Dec 10/2009	Lawyer: CPJ 6.60 Hrs X 300.00									
869860	Research/draft/revise complaint; t/c with client re same; finalize and incorporate comments from client and MDF				1980.00	103050				
Dec 10/2009	Lawyer: MDF 1.50 Hrs X 300.00									
869880	Review and revise complaint/Conferences with CPJ re: same				450.00	103050				
Dec 11/2009	Lawyer: MDF 0.40 Hrs X 300.00									
870046	Phonecalls to clerk of court re: filing of complaint/Conference with CPJ re: same				120.00	103050				
Dec 12/2009	Lawyer: MDF 0.10 Hrs X 300.00									
870696	Review email from CPJ re: SOL				30.00	103050				

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Inv#	Acc	Trust Activity		Balance
				Rcpts	Disbs				Rcpts	Disbs	
		issue									
Dec 14/2009	874372	Lawyer: CPJ 0.60 Hrs X 300.00 Draft letter to Bornstein re: alleged threats of infringement; consult with KM re summonses and complaint				180.00	103050				
Dec 18/2009	871259	E.S.Q. Services, Inc. Service fee	71200		120.00		103050				
Dec 18/2009	871491	Lawyer: CRO 0.40 Hrs X 125.00 Contact process server re: service of complaint; prepare letter to process server				50.00	103050				
Dec 19/2009	872376	Expense Recovery FEDEX expense	13654		22.44		103050				
Dec 23/2009	873024	Legal Wings, Inc. Process service expense			69.50		103050				
Jan 4/2010	874114	Jed Margolin Trust receipt	869				103050	3	1592.50		5000.00
Jan 4/2010	876511	Expense Recovery Documents downloaded from Westlaw	13695		197.50		103314				
Jan 6/2010	874834	Billing on Invoice 103050 FEES 6765.00 DISBS 436.30			0.00		103050				
Jan 6/2010	874836	Watson Rounds Payment for invoice: 103050	7296					3		5000.00	0.00
Jan 6/2010	874838	Transferred from Trust PMT - Payment for invoice: 103050	6069	599.07							
Jan 6/2010	874839	Transferred from Trust PMT - Payment for invoice: 103050	6069	400.33							
Jan 6/2010	874840	Transferred from Trust PMT - Payment for invoice: 103050	6069	33.36							
Jan 6/2010	874841	Transferred from Trust PMT - Payment for invoice: 103050	6069	58.38							
Jan 6/2010	874842	Transferred from Trust PMT - Payment for invoice: 103050	6069	3122.54							
Jan 6/2010	874843	Transferred from Trust PMT - Payment for invoice: 103050	6069	486.52							
Jan 6/2010	875089	Lawyer: CPJ 3.40 Hrs X 300.00 Research re efforts for service prior to seeking service by publication; research FOIA requests to Homeland Security and Immigration; draft letter to Lee re contact information; organize further research by process servers				1020.00	103314				
Jan 7/2010	881275	Lawyer: CPJ 3.50 Hrs X 300.00 Research Zandian, FOIA requests and other investigative avenues; conduct due diligence research re Zandian service issue; draft letters for Immigration and Border Control re info re Zandian; finalize letter to Lee re Zandian				1050.00	103314				
Jan 8/2010	875841	Lawyer: CRO 0.20 Hrs X 125.00 Prepare letters to NRC, CBP, and USCIS re information on defendants				25.00	103314				
Jan 14/2010	876877	Lawyer: CPJ 1.00 Hrs X 300.00 T/c with investigator re location search and course of action for Zandian; email investigator relevant information for search				300.00	103314				
Jan 19/2010	877449	Jed Margolin Trust receipt	877				103314	3	7251.32		7251.32
Jan 19/2010	877453	Watson Rounds Transfer of trust funds to apply to balance due on account	7302				103314	3	2251.32		5000.00
Jan 19/2010	877466	Watson Rounds PMT - Received on account	6128	448.43							
Jan 19/2010	877467	Watson Rounds PMT - Received on account	6128	199.67							
Jan 19/2010	877468	Watson Rounds PMT - Received on account	6128	16.64							
Jan 19/2010	877469	Watson Rounds PMT - Received on account	6128	29.12							
Jan 19/2010	877470	Watson Rounds PMT - Received on account	6128	1557.46							
Jan 19/2010	877590	Lawyer: CPJ 0.50 Hrs X 300.00 T/c and emails with private investigator re Zandian; prepare summons and complaints				150.00	103314				

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Trust Activity		Balance
				Rcpts	Disbs		Inv#	Acc	
		for private investigator to serve; emails and t/c with client re same							
Jan 31/2010	882335	Expense Recovery Litigation documents downloaded from Westlaw	13747		14.18		103314		
Feb 10/2010	882591	Billing on Invoice 103314 FEES 2545.00 DISBS 211.68					103314		
Feb 10/2010	882593	Watson Rounds Payment for invoice: 103314	7311					3	2756.68
Feb 10/2010	882595	Transferred from Trust PMT - Payment for invoice: 103314	6231	25.00					
Feb 10/2010	882596	Transferred from Trust PMT - Payment for invoice: 103314	6231	2520.00					
Feb 10/2010	882597	Transferred from Trust PMT - Payment for invoice: 103314	6231	211.68					
Feb 22/2010	884770	Jed Margolin Trust receipt	892			103889		3	2756.68
Feb 22/2010	887744	Legal Wings, Inc. Process service expense			75.00	103889			5000.00
Feb 23/2010	887750	Legal Wings, Inc. Process service expense			120.00	103889			
Mar 11/2010	888570	Billing on Invoice 103889 DISBS 185.00				103889			
Mar 11/2010	888572	Watson Rounds Payment for invoice: 103889	7330					3	185.00
Mar 11/2010	888574	Transferred from Trust PMT - Payment for invoice: 103889	6341	185.00					4815.00
Mar 17/2010	889747	Lawyer: CPJ 1.00 Hrs X 300.00 T/c with client re various issues and default strategy; conference with AY re applicaiton for default				300.00	104198		
Mar 18/2010	889909	Jed Margolin Trust receipt	903				104198	3	185.00
Mar 18/2010	889943	Lawyer: CPJ 3.50 Hrs X 300.00 Draft default documents, including default, declaration of Marglin in support thereof, entry of default, judgment; research and analyze calculation of damages				1050.00	104198		
Mar 19/2010	890273	Lawyer: CPJ 1.00 Hrs X 300.00 T/c with process server to resolve service issue; review damages claim and outline strategy				300.00	104198		
Mar 26/2010	891476	Lawyer: CPJ 1.00 Hrs X 300.00 T/c with client re process server issue; analyze damages issues; conference with CO re process server issues				300.00	104198		
Apr 1/2010	895217	Expense Recovery Litigation documents downloaded from Westlaw	13914		5.95		104529		
Apr 7/2010	894487	Billing on Invoice 104198 FEES 1950.00					104198		
Apr 7/2010	894489	Watson Rounds Payment for invoice: 104198	7346					3	1950.00
Apr 7/2010	894491	Transferred from Trust PMT - Payment for invoice: 104198	6478	1950.00					3050.00
Apr 19/2010	896828	Lawyer: CPJ 1.70 Hrs X 300.00 Review damages materials and analyze damages argument; email client re same				510.00	104529		
Apr 20/2010	897017	Jed Margolin Trust receipt	914				104529	3	1950.00
Apr 21/2010	897507	Lawyer: CPJ 1.30 Hrs X 300.00 Review contract with Acacia and analyze other licenses; outline damages theories and amounts based on strategy of hearing or declaration; t/c to client re same				390.00	104529		
Apr 22/2010	897708	Lawyer: CPJ 1.00 Hrs X 300.00 T/c with client re damages, strategy and approach for default; review email and documents provided by client				300.00	104529		
May 7/2010	901087	Billing on Invoice 104529 FEES 1200.00 DISBS 5.95					104529		
May 7/2010	901089	Watson Rounds Payment for invoice: 104529	7359					3	1205.95
May 7/2010		Transferred from Trust							3794.05

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Inv#	Acc	Trust Activity		Balance
				Rcpts	Disbs				Rcpts	Disbs	
	901091	PMT - Payment for invoice: 104529	6605	1200.00							
May 7/2010	901092	Transferred from Trust PMT - Payment for invoice: 104529	6605	5.95							
May 24/2010	903952	Jed Margolin Trust receipt	925				105061	3	1205.95		5000.00
Jur 10/2010	907799	Billing on Invoice 105061					105061				
Jul 8/2010	913421	Billing on Invoice 105335					105335				
Jul 20/2010	919237	Lawyer: CPJ 1.00 Hrs X 300.00 Review materials sent by client; t/c with client re course of action				300.00	105883				
Jul 20/2010	919238	Lawyer: SAC 1.10 Hrs X 150.00 Research re Ethical Issues involving a client who assigns judgement				165.00	105883				
Jul 21/2010	919239	Lawyer: SAC 0.60 Hrs X 150.00 Phone call with state bar & read and review suggested case				90.00	105883				
Jul 23/2010	916446	Lawyer: CPJ 0.70 Hrs X 300.00 Research re ethics issues; t/c and email to client re same				210.00	105883				
Jul 27/2010	916965	Lawyer: CPJ 0.90 Hrs X 300.00 T/c with Koroghli re Zandian litigation; t/c with client re same				270.00	105883				
Jul 30/2010	918373	Expense Recovery Litigation documents downloaded from Westlaw	14163		11.37		105883				
Aug 2/2010	917997	Lawyer: CPJ 1.00 Hrs X 300.00 T/c with Koroghli; t/c with client re meeting				300.00	107000				
Aug 5/2010	919028	Lawyer: CPJ 0.60 Hrs X 300.00 T/c with client re strategy and issues re default judgment				180.00	107000				
Aug 5/2010	919344	Lawyer: MDF 0.20 Hrs X 300.00 Conference with CPJ re: status of action and potential plan to have investment money for expert witness damages issues				60.00	107000				
Aug 9/2010	919703	Billing on Invoice 105883 FEES 1035.00 DISBS 11.37			0.00		105883				
Aug 9/2010	919705	Watson Rounds Payment for invoice: 105883	7403					3		1046.37	3953.63
Aug 9/2010	919707	Transferred from Trust PMT - Payment for invoice: 105883	6974	255.00							
Aug 9/2010	919708	Transferred from Trust PMT - Payment for invoice: 105883	6974	780.00							
Aug 9/2010	919709	Transferred from Trust PMT - Payment for invoice: 105883	6974	11.37							
Aug 9/2010	919972	Lawyer: CPJ 0.60 Hrs X 300.00 T/c to Ray re meeting; review documents from client re same				180.00	107000				
Aug 10/2010	920254	Lawyer: CPJ 1.00 Hrs X 300.00 Prepare for meeting with Ray and Fred; t/c with Ray and Fred re meeting				300.00	107000				
Aug 13/2010	920735	Lawyer: CPJ 0.30 Hrs X 300.00 T/c with client re status and update re meeting with Ray				90.00	107000				
Aug 24/2010	922512	Jed Margolin RET - Retainer	7041	1046.37			106101				
Aug 24/2010	922556	Watson Rounds Retainer to trust	72542		1046.37		106101				
Aug 24/2010	922558	Watson Rounds Trust receipt	965				107000	3	1046.37		5000.00
Aug 24/2010	922560	Billing on Invoice 106101 DISBS 1046.37 RCPTS 1046.37			0.00		106101				
Aug 24/2010	922562	RET - Rtnr alloc on Inv: 106101	106101	-1046.37			106101				
Aug 24/2010	922563	RET - Rtnr alloc on Inv: 106101	106101	1046.37			106101				
Aug 31/2010	923779	Expense Recovery Airfare expense for Cassandra Joseph	14195		323.40		107000				
Aug 31/2010	923902	Lawyer: CPJ 0.90 Hrs X 300.00 Prepare for meeting with Ray and Fred				270.00	107000				
Sep 1/2010	924498	Lawyer: CPJ 5.10 Hrs X 300.00 Prepare for and attend meeting with Ray and Fred in Vegas; t/c with client re same				1530.00	107441				
Sep 1/2010		Expense Recovery									

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Id Inv#	Trust Activity		Balance
				Rcpts	Disbs			Rcpts	Diabs	
	924558	Rental car/parking expense for Cassandra Joseph	14231		43.08		107441			
Sep 1/2010	924559	Expense Recovery Meal expense for Cassandra Joseph.	14231		7.00		107441			
Sep 3/2010	924804	Billing on Invoice 107000 FEES 1380.00 DISBS 323.40			0.00		107000			
Sep 3/2010	924806	Watson Rounds Payment for invoice: 107000	7423					3	1703.40	3296.60
Sep 3/2010	924808	Transferred from Trust PMT - Payment for invoice: 107000	7080	60.00						
Sep 3/2010	924809	Transferred from Trust PMT - Payment for invoice: 107000	7080	1320.00						
Sep 3/2010	924810	Transferred from Trust PMT - Payment for invoice: 107000	7080	323.40						
Sep 21/2010	927913	Jed Margolin Trust receipt	977				107441	3	1703.40	5000.00
Oct 5/2010	930811	Lawyer: CPJ 0.40 Hrs X 300.00 Draft email to RKoroghli re status and course of action; email client re same				120.00	107813			
Oct 8/2010	931678	Billing on Invoice 107441 FEES 1530.00 DISBS 50.05			0.00		107441			
Oct 8/2010	931680	Watson Rounds Payment for invoice: 107441	7441					3	1580.05	3419.95
Oct 8/2010	931682	Transferred from Trust PMT - Payment for invoice: 107441	7210	1530.00						
Oct 8/2010	931683	Transferred from Trust PMT - Payment for invoice: 107441	7210	50.05						
Oct 14/2010	932870	Lawyer: CPJ 0.70 Hrs X 300.00 Draft email to client re course of action and status of default; t/c with client re same and course of action				210.00	107813			
Oct 25/2010	934187	Lawyer: CPJ 0.50 Hrs X 300.00 Review emails from client re correspondence with Robert				150.00	107813			
Oct 26/2010	934346	Jed Margolin Trust receipt	1000				107813	3	1580.05	5000.00
Nov 1/2010	935467	Lawyer: CPJ 0.80 Hrs X 300.00 T/c with client re status				240.00	108188			
Nov 5/2010	936861	Billing on Invoice 107813 FEES 480.00			0.00		107813			
Nov 5/2010	936863	Watson Rounds Payment for invoice: 107813	7469					3	480.00	4520.00
Nov 5/2010	936865	Transferred from Trust PMT - Payment for invoice: 107813	7320	480.00						
Nov 12/2010	938219	Lawyer: CPJ 1.20 Hrs X 300.00 T/c with L.Grenier re case; t/c with client re same				360.00	108188			
Nov 23/2010	939422	Jed Margolin Trust receipt	1011				108188	3	480.00	5000.00
Nov 29/2010	940027	Lawyer: CPJ 2.80 Hrs X 300.00 T/c with client re FBI question; prepare default application papers; t/c with Dave Litner				840.00	108188			
Nov 30/2010	940369	Lawyer: CPJ 1.20 Hrs X 300.00 T/c with client re FBI questions; t/c with Dave Litner re same; research default documents				360.00	108188			
Dec 1/2010	940690	Lawyer: CPJ 1.90 Hrs X 300.00 Prepare/review default documents and finalize for filing				570.00	108855			
Dec 1/2010	941544	Lawyer: CRO 0.50 Hrs X 125.00 Prepare Default and Application for Default (3)				62.50	108855			
Dec 6/2010	941546	Lawyer: CRO 0.50 Hrs X 125.00 Prepare Notice of Entry of Default (3)				62.50	108855			
Dec 6/2010	942182	Expense Recovery Postage	14433		7.32		108855			
Dec 10/2010	942258	Billing on Invoice 108188 FEES 1800.00			0.00		108188			
Dec 10/2010	942272	Watson Rounds Payment for invoice: 108188	7491				108855	3	1800.00	3200.00
Dec 10/2010	942274	Watson Rounds PMT - Payment for invoice: 108188	7515	1800.00						
Dec 15/2010	943442	Lawyer: CPJ 1.50 Hrs X 300.00 Attend meeting with client and				450.00	108855			

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Inv#	Acc	Trust		Activity	Balance
				Rcpts	Diabs				Rcpts	Diabs		
Dec 22/2010	944454	Dave Litner Jed Margolin Trust receipt	1023				108855	3		1800.00		5000.00
Jan 13/2011	947389	Billing on Invoice 108855 FEES 1145.00 DISBS 7.32					108855					
Jan 13/2011	947391	Watson Rounds Payment for invoice: 108855	7511					3			1152.32	3847.68
Jan 13/2011	947393	Transferred from Trust PMT - Payment for invoice: 108855	7649	125.00								
Jan 13/2011	947394	Transferred from Trust PMT - Payment for invoice: 108855	7649	1020.00								
Jan 13/2011	947395	Transferred from Trust PMT - Payment for invoice: 108855	7649	7.32								
Jan 24/2011	948669	Jed Margolin Trust receipt	1037				109186	3		1152.32		5000.00
Feb 4/2011	951074	Billing on Invoice 109186					109186					
Feb 17/2011	952942	Lawyer: CPC 5.20 Hrs X 300.00 Draft/revise application for default; research for application; calculate damages and interest; review and analyze client documents re damages				1560.00	109345					
Feb 22/2011	954098	Lawyer: CRO 0.50 Hrs X 125.00 Cite check application for default judgment				62.50	109345					
Feb 23/2011	954099	Lawyer: CRO 0.20 Hrs X 125.00 Additional cite checking of application for default judgment				25.00	109345					
Feb 23/2011	955094	Lawyer: CPJ 4.90 Hrs X 300.00 Research and draft application for default; draft declaration of C. Joseph and declaration of J. Margolin; prepare exhibits				1470.00	109345					
Feb 24/2011	954101	Lawyer: CRO 0.20 Hrs X 125.00 Final cite check of application and declarations				25.00	109345					
Feb 24/2011	955095	Lawyer: CPJ 3.00 Hrs X 300.00 Revise/draft application for default, declarations and prepare exhibits; analyze service on John Peter Lee and filing of certificate of service				900.00	109345					
Feb 25/2011	953982	Expense Recovery Courier expense	14575		73.50		109345					
Feb 25/2011	954905	Expense Recovery Postage	14586		3.06		109345					
Feb 28/2011	953916	Lawyer: CPC 1.00 Hrs X 300.00 Review certificate of service filing and finalize default and exhibits for filing				300.00	109345					
Feb 28/2011	954777	Expense Recovery Courier expense	14584		73.50		109345					
Feb 28/2011	954907	Expense Recovery Postage	14586		18.06		109345					
Feb 28/2011	954929	Expense Recovery Photocopies 345 @ 0.25 - Service copies	14588		86.25		109345					
Feb 28/2011	955376	Expense Recovery Documents downloaded from Westlaw	14593		9.12		109960					
Mar 3/2011	955308	Billing on Invoice 109345 FEES 4342.50 DISBS 254.39					109345					
Mar 3/2011	955310	Watson Rounds Payment for invoice: 109345	7551					3			4596.89	403.11
Mar 3/2011	955312	Transferred from Trust PMT - Payment for invoice: 109345	7822	112.50								
Mar 3/2011	955313	Transferred from Trust PMT - Payment for invoice: 109345	7822	4230.00								
Mar 3/2011	955314	Transferred from Trust PMT - Payment for invoice: 109345	7822	254.39								
Mar 3/2011	955559	Lawyer: CPC 0.40 Hrs X 300.00 Review default order; t/c to client re same				120.00	109960					
Mar 3/2011	959457	Lawyer: CRO 0.40 Hrs X 125.00 Prepare notice of entry of default and exhibit				50.00	109960					
Mar 4/2011	955809	First Judicial District Court Fee for certified copies	73518		5.00		109960					
Mar 4/2011		Expense Recovery										

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Bid Inv#	Trust Activity		
				Rcpts	Disbs			Acc	Rcpts	Disbs
	957343	Postage	14613		4.27		109960			
Mar	4/2011	Expense Recovery								
	960357	Photocopies 48 @ 0.25 - Service copies	14641		12.00		109960			
Mar	7/2011	Expense Recovery								
	956190	Courier expense	14604		73.50		109960			
Mar	8/2011	Storey Co Recorder								
	956309	Filing fee	73523		20.00		109960			
Mar	8/2011	Lawyer: CPJ 0.50 Hrs X 300.00								
	956323	Review lis pendens filed in Storey Co. and conference with CO re filing default in Storey Co.				150.00	109960			
Mar	8/2011	Lawyer: CRO 0.60 Hrs X 125.00								
	958909	Research requirements for filing with Storey County Recorder; prepare notice of entry of default judgment for recording				75.00	109960			
Mar	17/2011	Jed Margolin								
	958296	RET - Retainer	9029	4596.89			109960			
Mar	21/2011	Lawyer: CPJ 0.30 Hrs X 300.00								
	957950	T/c with Lee re default judgment; email client re same				90.00	109960			
Mar	23/2011	Watson Rounds								
	958309	Retainer to trust	323tra		4596.89		109960			
Mar	23/2011	Watson Rounds								
	958312	Trust receipt	1057				109960	3	4596.89	5000.00
Mar	29/2011	Lawyer: CRO 0.20 Hrs X 125.00								
	959461	Prepare letter to client re: recorded document				25.00	109960			
Mar	30/2011	Lawyer: CRO 0.10 Hrs X 125.00								
	959536	Telephone call to the court clerk to verify if any document has been recently filed				12.50	109960			
Apr	1/2011	Expense Recovery								
	963651	Court records from Pacer	14678		3.52		110163			
Apr	11/2011	Billing on Invoice 109960								
	962288	FEES 522.50 DISBS 4720.78 RCPTS 4596.89			0.00		109960			
Apr	11/2011	RET - Rtnr alloc on Inv: 109960	109960	-4596.89			109960			
Apr	11/2011	RET - Rtnr alloc on Inv: 109960	109960	4596.89			109960			
Apr	11/2011	Watson Rounds								
	962293	Payment for invoice: 109960	7576					3	646.39	4353.61
Apr	11/2011	Transferred from Trust								
	962295	PMT - Payment for invoice: 109960	9109	162.50						
Apr	11/2011	Transferred from Trust								
	962296	PMT - Payment for invoice: 109960	9109	360.00						
Apr	11/2011	Transferred from Trust								
	962297	PMT - Payment for invoice: 109960	9109	123.89						
Apr	19/2011	Lawyer: CPJ 0.80 Hrs X 300.00								
	963622	T/c with client re pursuing judgment through personal property and real property				240.00	110163			
Apr	25/2011	Lawyer: CPJ 1.30 Hrs X 300.00								
	966539	Review and analyze letter from Mr. Lee and Rule 11 motion				390.00	110163			
Apr	28/2011	Lawyer: CPJ 0.80 Hrs X 300.00								
	965178	T/c with client re default judgment				240.00	110163			
May	3/2011	Lawyer: CPJ 0.70 Hrs X 300.00								
	966184	Analyze response to Rule 11 motion				210.00	110865			
May	4/2011	Lawyer: CPJ 2.00 Hrs X 300.00								
	966506	Analyze issues relating to Rule 11 motion; t/c with client re same; t/c with opposing counsel re setting aside default; draft confirming letter to Mr. Lee				600.00	110865			
May	4/2011	Expense Recovery								
	968470	Postage	14737		0.44		110865			
May	4/2011	Lawyer: APM 0.30 Hrs X 300.00								
	973340	Conference call with Jed Margolin, client, regarding moving forward through defendant's proposed NRCP 11 motion and amending the complaint.				90.00	110865			
May	5/2011	Billing on Invoice 110163								
	966629	FEES 870.00 DISBS 3.52			0.00		110163			
May	5/2011	Watson Rounds								
	966631	Payment for invoice: 110163	7584					3	873.52	3480.09

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Bid		Trust Activity		Balance
				Rcpts	Disbs		Inv#	Acc	Rcpts	Disbs	
May	5/2011 966633	Transferred from Trust PMT - Payment for invoice: 110163	9184	970.00							
May	5/2011 966634	Transferred from Trust PMT - Payment for invoice: 110163	9184	3.52							
May	5/2011 966982	Lawyer: CRO 0.20 Hrs X 125.00 Finalize letter and fax and mail to Me. Lee				25.00	110865				
May	5/2011 973341	Lawyer: APM 0.10 Hrs X 300.00 Review proposed letter to John Peter Lee regarding offer to set aside if he will accept service otherwise we move forward.				30.00	110865				
May	6/2011 973342	Lawyer: APM 1.50 Hrs X 300.00 Perform legal research regarding whether a NRCP 11 motion is procedurally correct considering there is a default judgment in order to use the authorities in opposition to the defendant's motion.				450.00	110865				
May	9/2011 973343	Lawyer: APM 0.10 Hrs X 300.00 Review letter, dated 5/6/11, from John Courtney to Cassandra Joseph regarding Zandian's intent to seek attorney's fees and costs in Zandian's NRCP 11 motion.				30.00	110865				
May	9/2011 973344	Lawyer: APM 0.60 Hrs X 300.00 Review Jed Margolin's proposed motion for leave to file amended complaint and the exhibits attached thereto.				180.00	110865				
May	10/2011 973345	Lawyer: APM 0.10 Hrs X 300.00 Review/analyze email, dated 5/9/11, from Jed Margolin regarding his agreement to allow Zandian to file his motion and then we oppose that motion accordingly with our requested relief.				30.00	110865				
May	18/2011 969253	Lawyer: CPJ 0.80 Hrs X 300.00 Review Rule 11 motion; t/c and emails with client re same; resolve issue with court re filing				240.00	110865				
May	18/2011 969547	Lawyer: CRO 0.10 Hrs X 125.00 Call to the court clerk re: was motion to dismiss on a special appearance filed?				12.50	110865				
May	18/2011 973346	Lawyer: APM 0.20 Hrs X 300.00 Begin drafting opposition to Zandian's Rule 11 motion.				60.00	110865				
May	19/2011 973347	Lawyer: APM 3.20 Hrs X 300.00 Continue legal research regarding jurisdiction over Zandian and drafting opposition to Zandian's NRCP 11 motion.				960.00	110865				
May	23/2011 969950	Jed Margolin RET - Retainer	9279	1519.91			110865				
May	23/2011 970006	Lawyer: CRO 0.10 Hrs X 125.00 Call to the court clerk re: was motion to dismiss on a special appearance filed?				12.50	110865				
May	24/2011 969954	Watson Rounds Retainer to trust	Tran524	1519.91			110865				
May	24/2011 969956	Watson Rounds Trust receipt	1090				110865	3	1519.91		5000.00
May	24/2011 969999	Lawyer: CPJ 0.30 Hrs X 300.00 Draft email to client re status of Rule 11 motion; check re filing status of Rule 11 Motion				90.00	110865				
May	27/2011 970628	Lawyer: CRO 0.10 Hrs X 125.00 Call to the court clerk re: was motion to dismiss on a special appearance filed?				12.50	110865				
May	31/2011 970787	Lawyer: CRO 0.10 Hrs X 125.00 Call to the court clerk re: was motion to dismiss on a special appearance filed?				12.50	110865				
May	31/2011 971373	Expense Recovery Documents downloaded from Westlaw	14781	397.44			110865				
Jun	1/2011 973535	Lawyer: CRO 0.10 Hrs X 125.00 Call to First Judicial re: has motion to dismiss on special appearance been filed?				12.50	110865				
Jun	7/2011	Lawyer: APM 0.10 Hrs X 300.00									

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Date	Entry #	Received From/Paid To Explanation	Chq Recd	General		Fees	Bal Inv#	Trust Activity		Balance
				Rcpts	Diabs			Rcpts	Diabs	
	973348	Draft correspondence to Ed Margolin regarding status of this matter.				30.00	111057			
Jun 7/2011	973349	Lawyer: APM 0.30 Hrs X 300.00 Communicate with Jef Margolin regarding his desire to subpoena Zandian's bank accounts and to lien Zandian's Washoe County property.				90.00	111057			
Jun 7/2011	973350	Lawyer: APM 0.40 Hrs X 300.00 Research best way to execute on Zandian's property in Washoe County, as authorized by Jed Margolin.				120.00	111057			
Jun 7/2011	973545	Lawyer: CRO 0.10 Hrs X 125.00 Call to First Judicial re: has motion to dismiss on special appearance been filed?				12.50	111057			
Jun 8/2011	973351	Billing on Invoice 110865 FEES 3045.00 DISBS 1917.79 RCPTS 1519.91			0.00		110865			
Jun 8/2011	973353	RET - Rtnr alloc on Inv: 110865	110865	-1519.91			110865			
Jun 8/2011	973354	RET - Rtnr alloc on Inv: 110865	110865	1519.91			110865			
Jun 8/2011	973356	Watson Rounds Payment for invoice: 110865	7623							
Jun 8/2011	973358	Transferred from Trust PMT - Payment for invoice: 110865	9340	1830.00					3442.88	1557.12
Jun 8/2011	973359	Transferred from Trust PMT - Payment for invoice: 110865	9340	75.00						
Jun 8/2011	973360	Transferred from Trust PMT - Payment for invoice: 110865	9340	1140.00						
Jun 8/2011	973361	Transferred from Trust PMT - Payment for invoice: 110865	9340	397.88						
Jun 8/2011	973503	Lawyer: APM 1.50 Hrs X 0.00 Continue researching Nevada law regarding client's request to subpoena and seize Zandian's bank accounts and other property to satisfy the judgment.				0.00	111057			
Jun 8/2011	973511	Lawyer: APM 0.30 Hrs X 300.00 Communicate with Jed Margolin regarding executing on the judgment.				90.00	111057			
Jun 8/2011	973524	Lawyer: APM 0.20 Hrs X 300.00 Draft email to Jed Margolin regarding confirmation of moving forward with executing the judgment.				60.00	111057			
Jun 9/2011	973550	Lawyer: CRO 0.10 Hrs X 125.00 Request certified copies of judgment from court clerk				12.50	111057			
Jun 9/2011	973553	First Judicial District Court Fee for certification of copies	73950	20.00			111057			
Jun 9/2011	973703	Lawyer: APM 0.10 Hrs X 300.00 Review email, dated 6/9/11, from Jed Margolin, client, regarding list of major banks in Nevada and questions regarding Zandian's property and liening the same.				30.00	111057			
Jun 9/2011	973704	Lawyer: APM 0.10 Hrs X 300.00 Review Jed Margolin's list of Nevada banks where Zandian may have assets, as provided by Jed on 6/9/11 to Adam McMillen.				30.00	111057			
Jun 9/2011	973705	Lawyer: APM 0.30 Hrs X 300.00 Review Jed Margolin's list of Nevada assessor websites, as provided by Jed on 6/9/11 to Adam McMillen.				90.00	111057			
Jun 9/2011	973706	Lawyer: APM 0.20 Hrs X 300.00 Review Jed Margolin's list of Zandian's Washoe County real property history, as provided by Jed on 6/9/11 to Adam McMillen.				60.00	111057			
Jun 9/2011	973709	Lawyer: APM 0.20 Hrs X 300.00 Review Jed Margolin's list of Zandian's real property in Washoe County, as provided to Adam McMillen on 6/9/11.				60.00	111057			
Jun 9/2011	973710	Lawyer: APM 0.10 Hrs X 300.00 Review Jed Margolin's list of				30.00	111057			

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Trust Activity		Balance
				Rcpts	Disbs		Inv#	Acc	
		property in Clark County, as provided to Adam McMillen on 6/9/11.							
Jun	9/2011 973711	Lawyer: APM 0.10 Hrs X 300.00 Review Jed Margolin's list of property details in Lyon County for Zandian, as provided to Adam McMillen on 6/9/11.				30.00	111057		
Jun	9/2011 973712	Lawyer: APM 0.10 Hrs X 300.00 Review Jed Margolin's list of property details in Churchill County for Zandian, as provided to Adam McMillen on 6/9/11.				30.00	111057		
Jun	9/2011 973713	Lawyer: APM 0.50 Hrs X 300.00 Draft response to Jed Margolin's questions about executing the property of Rena Zandian in light of recent judgment and potential pending motion from Zandian's lawyer Peter Lee.				150.00	111057		
Jun	9/2011 973719	Lawyer: APM 0.10 Hrs X 300.00 Review email, dated 6/9/11, from Jed Margolin regarding moving forward with recording the judgment but waiting to execute until 6 months after the notice of entry and then questions regarding getting a DA to bring a case against Zandian.				30.00	111057		
Jun	9/2011 973720	Lawyer: APM 0.30 Hrs X 300.00 Draft email to Jed Margolin regarding moving forward with recording the judgment but waiting to execute until 6 months after the notice of entry and then questions regarding getting a DA to bring a case against Zandian.				90.00	111057		
Jun	9/2011 973721	Lawyer: APM 0.10 Hrs X 300.00 Review "Reference 6" from Jed Margolin regarding actions constituting theft, as provided to Adam McMillen on 6/9/11.				30.00	111057		
Jun	10/2011 974264	Lawyer: APM 0.20 Hrs X 300.00 Draft email to Jed Margolin regarding Zandian filing his motion yesterday.				60.00	111057		
Jun	10/2011 974268	First Judicial District Court Fee for copy of filed document	73978		36.00		111057		
Jun	10/2011 974349	Lawyer: APM 0.20 Hrs X 300.00 Draft email to Jed Margolin regarding Zandian's newly filed motion to dismiss.				60.00	111057		
Jun	10/2011 974376	Lawyer: APM 0.10 Hrs X 300.00 Review email, dated 6/10/11, from Jed Margolin regarding 5 questions about Zandian's motion to dismiss.				30.00	111057		
Jun	10/2011 974377	Lawyer: APM 0.20 Hrs X 300.00 Draft email to Jed Margolin regarding his 5 questions about Zandian's motion to dismiss.				60.00	111057		
Jun	10/2011 974848	Lawyer: CRO 0.30 Hrs X 0.00 Prepare certified copy of default judgment for filing in Churchill, Clark, Lyon, and Washoe counties; draft letters to county recorder for each county; put on hold pending outcome of motion to dismiss				0.00	111057		
Jun	10/2011 974851	Lawyer: CRO 0.30 Hrs X 125.00 Draft notice of appearance and notice of change of counsel; arrange for filing with court clerk				37.50	111057		
Jun	13/2011 974481	Expense Recovery Courier expense	14797		49.50		111057		
Jun	13/2011 974570	Lawyer: APM 1.10 Hrs X 300.00 Continue drafting opposition to Zandian's motion to dismiss.				330.00	111057		
Jun	13/2011 974571	Lawyer: APM 0.20 Hrs X 300.00 Review Zandian's motion to dismiss on a special appearance, dated 6/8/11, and as filed on 6/9/11, in order				60.00	111057		

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Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Bld		Trust Activity		Balance
			Rcpts	Disbs		Inv#	Acc	Rcpts	Disbs	
	to respond to the same.									
Jun 14/2011 974586	Lawyer: APM 0.10 Hrs X 300.00 Review email, dated 6/14/11, from Jed Margolin regarding his request for the unfiled and originally proposed motion to dismiss from Zandian.				30.00	111057				
Jun 14/2011 974587	Lawyer: APM 0.20 Hrs X 300.00 Draft email to Jed Margolin regarding his request for the unfiled and originally proposed motion to dismiss from Zandian.				60.00	111057				
Jun 15/2011 975225	Expense Recovery Courier expense	14802		25.50		111057				
Jun 20/2011 975484	Lawyer: APM 0.40 Hrs X 300.00 Review email, dated 6/19/11, from Jed Margolin regarding Zandian's motion to dismiss with Jed's comments attached.				120.00	111057				
Jun 20/2011 975485	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin regarding Zandian's motion to dismiss with Jed's comments attached.				30.00	111057				
Jun 20/2011 975486	Lawyer: APM 0.30 Hrs X 300.00 Review email, dated 6/19/11, from Jed Margolin regarding information about Alborz Zandian and look at the attached information about Alborz.				90.00	111057				
Jun 20/2011 975487	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin regarding Alborz Zandian property and resident agent information.				30.00	111057				
Jun 20/2011 975882	Lawyer: APM 7.10 Hrs X 300.00 Finish drafting opposition to Zandian's motion to dismiss.				2130.00	111057				
Jun 20/2011 975924	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin regarding draft of opposition to Zandian's motion to dismiss and our countermotions to strike the motion to dismiss and leave to amend the complaint.				30.00	111057				
Jun 20/2011 976118	Lawyer: CRO 0.70 Hrs X 125.00 Review opposition to motion to dismiss and finalize exhibits				87.50	111057				
Jun 21/2011 976085	Lawyer: APM 0.10 Hrs X 300.00 Review extensive email from Jed Margolin regarding questions and suggestions for the opposition to Zandian's motion to dismiss in order to respond accordingly.				30.00	111057				
Jun 21/2011 976086	Lawyer: APM 0.30 Hrs X 300.00 Draft response to Jed Margolin regarding the opposition to Zandian's motion to dismiss.				90.00	111057				
Jun 21/2011 976087	Lawyer: APM 0.60 Hrs X 300.00 Telephone conference with Jed Margolin regarding the opposition to Zandian's motion to dismiss and related issues.				180.00	111057				
Jun 21/2011 976091	Lawyer: APM 0.40 Hrs X 300.00 Finish drafting opposition to motion to dismiss and countermotions to strike and for leave to amend the complaint.				120.00	111057				
Jun 21/2011 976120	Lawyer: CRO 0.20 Hrs X 125.00 Prepare Index of exhibits				25.00	111057				
Jun 22/2011 976123	Lawyer: CRO 0.30 Hrs X 125.00 Finalize opposition for filing; email copy to client				37.50	111057				
Jun 22/2011 977046	Expense Recovery Postage	14826		2.75		111057				
Jun 23/2011 976259	Jed Margolin Trust receipt	1101				111057	3	3442.88		5000.00
Jul 1/2011 979947	Expense Recovery Courier expense 6/22	14857		49.50		111594				
Jul 1/2011 980022	Expense Recovery Westlaw document download expense	14859		385.21		111594				
Jul 5/2011 978305	Lawyer: APM 0.50 Hrs X 300.00 Review Zandian's reply to opposition to motion to dismiss on a special				150.00	111594				

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Date	Received From/Paid To	Chq#	General	Trust Activity						
Entry #	Explanation	Rec#	Repts	Disbs	Fees	Inv#	Acc	Repts	Disbs	Balance
	appearance, dated 7/1/11, in order to assess the same.									
Jul 5/2011	Lawyer: APM 0.10 Hrs X 300.00				30.00	111594				
978306	Draft email to Jed Margolin regarding Zandian's reply to our opposition to the motion to dismiss.									
Jul 5/2011	Lawyer: MDF 0.20 Hrs X 300.00				60.00	111594				
978386	Review reply brief in opposition to motion to dismiss									
Jul 8/2011	Expense Recovery									
979951	Efiling fee for order on granting the defendant's motion for a more definite statement	14857		3.50		111594				
Jul 8/2011	Expense Recovery									
980519	Efiling fee for notice of entry of order	14863		3.50		111594				
Jul 8/2011	Expense Recovery									
980811	Photocopies 15 @ 0.25 - Pleadings	14872		3.75		111594				
Jul 11/2011	Billing on Invoice 111057									
979093	FEES 4815.00 DISBS 133.75			0.00		111057				
Jul 11/2011	Watson Rounds									
979095	Payment for invoice: 111057	7630					3		4948.75	51.25
Jul 11/2011	Transferred from Trust									
979097	PMT - Payment for invoice: 111057	9453	4590.00							
Jul 11/2011	Transferred from Trust									
979098	PMT - Payment for invoice: 111057	9453	225.00							
Jul 11/2011	Transferred from Trust									
979099	PMT - Payment for invoice: 111057	9453	133.75							
Jul 11/2011	Lawyer: CRO 0.20 Hrs X 125.00									
980457	Draft Request for Submission				25.00	111594				
Jul 12/2011	Expense Recovery									
979918	Postage	14855		0.44		111594				
Jul 12/2011	Expense Recovery									
980520	Court Fees - Efiling fee for first supplemt to the disclosure of expert witnesses	14863		4.00		111594				
Jul 13/2011	Expense Recovery									
980010	Courier expense	14858		49.50		111594				
Jul 25/2011	Jed Margolin									
981367	Trust receipt	1112				111594	3	4948.75		5000.00
Jul 28/2011	Lawyer: APM 0.20 Hrs X 300.00									
982028	Communicate with Jed Margolin regarding status of this matter.				60.00	111594				
Aug 4/2011	Lawyer: APM 0.10 Hrs X 300.00									
983450	Begin review of Court's order, dated 8/3/11, setting aside default judgment but allowing us to amend the complaint and re-serve Zandian.				30.00	111926				
Aug 4/2011	Lawyer: CRO 0.10 Hrs X 125.00									
984744	Email client re: filed order				12.50	111926				
Aug 4/2011	Lawyer: APM 0.10 Hrs X 300.00									
989696	Communicate with Jed Margolin regarding moving forward after court's setting aside the default.				30.00	112545				
Aug 4/2011	Lawyer: APM 0.30 Hrs X 300.00									
989699	Draft letter to John Peter Lee requesting that he accept service on behalf of his client.				90.00	112545				
Aug 8/2011	Lawyer: CRO 0.10 Hrs X 125.00									
984745	Research re: newspapers for service by publication				12.50	111926				
Aug 9/2011	Billing on Invoice 111594									
984148	FEES 325.00 DISBS 499.40			0.00		111594				
Aug 9/2011	Watson Rounds									
984150	Payment for invoice: 111594	7643					3		824.40	4175.60
Aug 9/2011	Transferred from Trust									
984152	PMT - Payment for invoice: 111594	9575	60.00							
Aug 9/2011	Transferred from Trust									
984153	PMT - Payment for invoice: 111594	9575	240.00							
Aug 9/2011	Transferred from Trust									
984154	PMT - Payment for invoice: 111594	9575	25.00							
Aug 9/2011	Transferred from Trust									
984155	PMT - Payment for invoice: 111594	9575	499.40							
Aug 9/2011	Lawyer: APM 0.10 Hrs X 300.00									
984283	Communicate with John Peter Lee				30.00	111926				

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Inv#	Acc	Trust Activity		Balance
				Rcpts	Disbs				Rcpts	Disbs	
		regarding whether or not he will accept service on behalf of Zandian.									
Aug	9/2011 984285	Lawyer: APM 0.20 Hrs X 300.00 Review letter, dated 8/8/11, from John Peter Lee, counsel for Zandian, rejecting our request for Lee to accept service and rejecting our request for Zandian's current address.				60.00	111926				
Aug	9/2011 984286	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin regarding John Peter Lee rejecting our request to accept service on amended complaint and rejecting our request for current address of Zandian.				30.00	111926				
Aug	9/2011 984288	Lawyer: APM 0.40 Hrs X 300.00 Perform legal research regarding service by publication in Nevada and California.				120.00	111926				
Aug	9/2011 984386	Lawyer: APM 1.00 Hrs X 300.00 Draft amended complaint in order to file and serve the same on Zandian.				300.00	111926				
Aug	9/2011 984387	Lawyer: APM 1.40 Hrs X 300.00 Draft motion to serve Zandian by publication.				420.00	111926				
Aug	9/2011 984389	Lawyer: APM 0.90 Hrs X 300.00 Draft affidavit in support of motion for service by publication.				270.00	111926				
Aug	9/2011 984390	Lawyer: APM 0.40 Hrs X 300.00 Draft new Summons according to NRCP 4 in order to serve by publication.				120.00	111926				
Aug	9/2011 984392	Lawyer: APM 0.10 Hrs X 300.00 Review email, dated 8/9/11, from Jed Margolin regarding questions regarding a proposed motion to serve by publication.				30.00	111926				
Aug	9/2011 984393	Lawyer: APM 0.20 Hrs X 300.00 Draft email to Jed Margolin answering his questions regarding serving Zandian and Optima Technology Corporation.				60.00	111926				
Aug	9/2011 984517	Lawyer: MDF 0.30 Hrs X 300.00 Conference with Adam M. re: letter from opposing counsel refusing to accept service and refusing to provide address and motion to serve via publication				90.00	111926				
Aug	9/2011 984750	Lawyer: CRO 0.40 Hrs X 125.00 Prepare summonses to be issued by the court				50.00	111926				
Aug	9/2011 984752	Lawyer: CRO 0.30 Hrs X 125.00 Prepare exhibits for motion to serve by publication				37.50	111926				
Aug	10/2011 984531	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin regarding proposed amended complaint and proposed motion for publication.				30.00	111926				
Aug	10/2011 984537	Lawyer: APM 0.10 Hrs X 300.00 Review email, dated 8/10/11, from Jed Margolin regarding amended complaint and motion to serve by publication.				30.00	111926				
Aug	10/2011 984538	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin regarding questions about amended complaint and motion to serve by publication.				30.00	111926				
Aug	10/2011 984565	Lawyer: MDF 0.60 Hrs X 300.00 Review Motion to Serve by Publication and Amended Complaint/Draft and review emails to and from Adam M. re: same				180.00	111926				
Aug	11/2011 984663	Lawyer: APM 0.20 Hrs X 300.00 Finish reviewing and drafting amended complaint.				60.00	111926				
Aug	11/2011 984664	Lawyer: APM 0.20 Hrs X 300.00 Finish reviewing and drafting motion to serve defendants by publication.				60.00	111926				
Aug	11/2011 984704	Expense Recovery Postage	14920		2.92		111926				

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Date	Entry #	Received From/Paid To Explanation	Lnq# Rec#	General		Fees	Inv#	Acc	Trust Activity		Balance
				Rcpts	Disbs				Rcpts	Disbs	
Aug 11/2011	984755	Lawyer: CRO 0.30 Hrs X 125.00 Final review of motion to serve by publication and amended complaint; contact messenger to have both documents delivered and filed with the court and summonses issued				37.50	111926				
Aug 12/2011	985157	Expense Recovery Courier expense	14921		49.50		111926				
Aug 22/2011	985689	Jed Margolin Trust receipt	1125				111926	3	824.40		5000.00
Sep 1/2011	990053	Expense Recovery Documents downloaded from Westlaw	14983		120.21		112545				
Sep 6/2011	987766	Lawyer: APM 0.10 Hrs X 300.00 Review proposed order allowing service by publication.				30.00	112545				
Sep 6/2011	987767	Lawyer: APM 0.10 Hrs X 300.00 Review Request for Submission of Motion to Serve Defendants by Publication.				30.00	112545				
Sep 6/2011	988254	Lawyer: APM 0.10 Hrs X 300.00 Review and respond to email, dated 9/6/11, from Jed Margolin requesting to know if the judge has issued an order granting our motion to serve Zandian by publication.				30.00	112545				
Sep 6/2011	988536	Lawyer: CRO 0.30 Hrs X 125.00 Draft Request for submission and proposed order re motion to serve by publication				37.50	112545				
Sep 7/2011	989129	Expense Recovery Courier expense	14977		49.50		112545				
Sep 7/2011	989417	Expense Recovery Postage	14978		0.44		112545				
Sep 7/2011	989862	Expense Recovery Photocopies 3 @ 0.25 - Service copies	14981		0.75		112545				
Sep 12/2011	989998	Lawyer: CRO 0.20 Hrs X 125.00 Phone calls to San Diego Union-Tribune, Las Vegas Sun, and Reno gazette Journal re filing a legal notice in each paper.				25.00	112545				
Sep 13/2011	989201	Billing on Invoice 111926 FEES 2100.00 DISBS 50.42			0.00		111926				
Sep 13/2011	989203	Watson Rounds Payment for invoice: 111926	7652					3	2152.42		2847.58
Sep 13/2011	989205	Transferred from Trust PMT - Payment for invoice: 111926	9688	270.00							
Sep 13/2011	989206	Transferred from Trust PMT - Payment for invoice: 111926	9688	1680.00							
Sep 13/2011	989207	Transferred from Trust PMT - Payment for invoice: 111926	9688	150.00							
Sep 13/2011	989208	Transferred from Trust PMT - Payment for invoice: 111926	9688	52.42							
Sep 13/2011	989426	Expense Recovery Postage	14978		0.64		112545				
Sep 13/2011	989827	Expense Recovery Courier expense to file documents in First Judicial	14980		49.50		112545				
Sep 13/2011	989828	Expense Recovery Courier expense to deliver documents to First Judicial	14980		49.50		112545				
Sep 13/2011	990001	Lawyer: CRO 0.20 Hrs X 125.00 Draft Notice of Entry of Order				25.00	112545				
Sep 13/2011	990003	Lawyer: CRO 0.10 Hrs X 125.00 Email summonses to newspapers for publication to obtain price quotes				12.50	112545				
Sep 14/2011	989815	Lawyer: APM 0.20 Hrs X 300.00 Draft email to Jed Margolin regarding San Diego Tribune's costs to serve by publication all three defendants.				60.00	112545				
Sep 14/2011	989816	Lawyer: APM 0.50 Hrs X 300.00 Perform legal research regarding serving the corporate entities by the secretary of state.				150.00	112545				
Sep 15/2011	989852	The San Diego Union-Tribune, LLC Fee for service by publication (3 summonses)	74386		5610.80		112545				
Sep 15/2011	989933	Lawyer: APM 0.20 Hrs X 300.00 Review email, dated 9/15/11.				60.00	112545				

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Inv		Trust Activity		Balance
				Rcpts	Disbs		Inv#	Acc	Rcpts	Disbs	
		from Jed Margolin regarding serving Zandian and his corporation entities.									
Sep 15/2011	989940	Lawyer: APM 0.40 Hrs X 300.00 Communicate with Jed regarding serving Zandian and his corporation entities by publication.				120.00	112545				
Sep 15/2011	990872	Expense Recovery Postage	14995		0.44		112545				
Sep 23/2011	991137	Expense Recovery Courier expense	15006		49.50		112545				
Sep 26/2011	991372	Jed Margolin Trust receipt	1134				112545	3	2182.42		5000.00
Oct 3/2011	992420	Expense Recovery Courier expense	15022		49.50		112796				
Oct 4/2011	992638	The Las Vegas Review-Journal Fee for service by publication	74467		364.56		112796				
Oct 4/2011	994027	Expense Recovery FEDEX expense	15033		20.75		112796				
Oct 4/2011	994157	Expense Recovery Postage	15037		0.64		112796				
Oct 5/2011	993748	Expense Recovery Courier expense	15031		49.50		112796				
Oct 6/2011	993236	Billing on Invoice 112545 FEES 700.00 DISBS 5931.28			9.00		112545				
Oct 6/2011	993238	Watson Rounds Payment for invoice: 112545	7668					3		5000.00	0.00
Oct 6/2011	993240	Transferred from Trust PMT - Payment for invoice: 112545	9753	5000.00							
Oct 24/2011	995472	Jed Margolin PMT - Received on account	9832	600.00							
Oct 24/2011	995473	Jed Margolin PMT - Received on account	9832	100.00							
Oct 24/2011	995474	Jed Margolin PMT - Received on account	9832	931.28							
Oct 24/2011	995475	Jed Margolin RET - Received on account	9832	5000.00			112796				
Oct 24/2011	996745	Watson Rounds Retainer to trust	11102		5000.00		112796				
Oct 24/2011	996747	Watson Rounds Trust receipt	1146				112796	3	5000.00		5000.00
Oct 28/2011	997980	Expense Recovery 3 ads placed with the Las Vegas Review-Journal	15107		364.56		112796				
Oct 30/2011	997999	Reno Gazette-Journal Newspaper ads with the Reno Gazette-Journal			1239.68		112796				
Nov 3/2011	999125	Lawyer: CRO 0.10 Hrs X 125.00 Call to Las Vegas newspaper to check on status of affidavits for service by publication				12.50	113230				
Nov 7/2011	998334	Expense Recovery Postage	15109		1.48		113230				
Nov 7/2011	999129	Lawyer: CRO 0.20 Hrs X 125.00 Draft Certificate of Service				25.00	113230				
Nov 9/2011	998249	Billing on Invoice 112796 DISBS 7189.19 RCPTS 5000.00			0.00		112796				
Nov 8/2011	998251	RET - Rtnr alloc on Inv: 112796	112796	-5000.00			112796				
Nov 8/2011	998252	RET - Rtnr alloc on Inv: 112796	112796	5000.00			112796				
Nov 8/2011	998254	Watson Rounds Payment for invoice: 112796	7682					3		2189.19	2910.81
Nov 8/2011	998256	Transferred from Trust PMT - Payment for invoice: 112796	9884	1189.19							
Nov 22/2011	1000161	Jed Margolin Trust receipt	1150				113230	3	2189.19		5000.00
Nov 28/2011	1000688	Lawyer: APM 0.90 Hrs X 300.00 Review Zandian's motion to dismiss amended complaint on special appearance, dated 11/16/11, in order to assess the same.				270.00	113230				
Nov 28/2011	1000689	Lawyer: APM 0.30 Hrs X 300.00 Draft email to Jed Margolin regarding Zandian's motion to dismiss.				90.00	113230				
Nov 28/2011	1000779	Lawyer: MDF 0.30 Hrs X 300.00 Review motion to dismiss				90.00	113230				
Nov 29/2011	1000973	Lawyer: APM 0.20 Hrs X 300.00 Left voicemail with Jed Margolin regarding Zandian's motion to dismiss.				60.00	113230				
Nov 29/2011	1000976	Lawyer: APM 3.60 Hrs X 300.00 Draft opposition to Zandian's motion to dismiss.				1080.00	113230				

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Date	Received From/Paid To Entry # Explanation	Chq# Rec#	General		Fees	Inv#	Acc	Trust Activity		Balance
			Rcpts	Disbs				Rcpts	Disbs	
Nov 29/2011 1000979	Lawyer: APM 1.10 Hrs X 300.00 Review Arizona case documents in order to respond to Zandian's claim preclusion argument in his motion to dismiss.				330.00	113230				
Nov 29/2011 1001169	Lawyer: SBC 0.70 Hrs X 275.00 Research and review issue preclusion and collateral es:oppel.				192.50	113230				
Dec 1/2011 1001711	Lawyer: APM 1.70 Hrs X 300.00 Continue drafting opposition to Zandian's motion to dismiss.				510.00	113687				
Dec 1/2011 1001712	Lawyer: APM 0.50 Hrs X 300.00 Continue review of Arizona action to determine claims made in that case in order to argue claim and issue preclusion do not apply in this case.				150.00	113687				
Dec 1/2011 1002813	Lawyer: MDF 1.00 Hrs X 300.00 Review and revise Opposition to Motion to Dismiss				300.00	113687				
Dec 1/2011 1004396	Expense Recovery Westlaw research expense	15189		79.55		113687				
Dec 2/2011 1002084	Lawyer: APM 2.50 Hrs X 300.00 Continue drafting opposition to motion to dismiss.				750.00	113687				
Dec 2/2011 1002581	Lawyer: APM 0.10 Hrs X 300.00 Review and respond to email, dated 12/2/11, from Jed Margolin regarding opposition to Zandian's motion to dismiss.				30.00	113687				
Dec 2/2011 1002752	Lawyer: MDF 0.50 Hrs X 300.00 Conference with Adam McMillen re: opposition to motion to dismiss/Review and revise same				150.00	113687				
Dec 3/2011 1002082	Lawyer: APM 0.30 Hrs X 300.00 Review and respond to email, dated 12/3/11, from Jed Margolin regarding opposition to Zandian's motion to dismiss.				90.00	113687				
Dec 3/2011 1002563	Lawyer: APM 0.30 Hrs X 300.00 Review and respond to email, dated 12/3/11, from Jed Margolin regarding sealed documents in Arizona action.				90.00	113687				
Dec 5/2011 1002309	Lawyer: APM 1.40 Hrs X 300.00 Finish drafting opposition to Zandian's motion to dismiss.				420.00	113687				
Dec 5/2011 1002377	Expense Recovery Courier expense	15171		73.50		113687				
Dec 5/2011 1002661	Lawyer: MDF 2.00 Hrs X 300.00 Revise Opposition to Motion to Dismiss/Conferences with Adam McMillen re: same				600.00	113687				
Dec 5/2011 1003987	Expense Recovery Photocopies 190 @ 0.25 - Opposition	15185		47.50		113687				
Dec 5/2011 1004006	Expense Recovery Postage	15186		5.58		113687				
Dec 5/2011 1004215	Lawyer: CRO 1.00 Hrs X 125.00 Prepare Index of Exhibits for Declaration to Opposition; finalize exhibits for filing				125.00	113687				
Dec 5/2011 1006487	Lawyer: KEM 0.50 Hrs X 0.00 Prepare exhibits for opposition				0.00	113687				
Dec 7/2011 1002834	Billing on Invoice 113230 FEES 2150.00 DISBS 1.48					113230				
Dec 7/2011 1002836	Watson Rounds Payment for invoice: 113230	7710					3	2151.48		2048.52
Dec 7/2011 1002838	Transferred from Trust PMT - Payment for invoice: 113230	9993	90.00							
Dec 7/2011 1002839	Transferred from Trust PMT - Payment for invoice: 113230	9993	1830.00							
Dec 7/2011 1002840	Transferred from Trust PMT - Payment for invoice: 113230	9993	37.50							
Dec 7/2011 1002841	Transferred from Trust PMT - Payment for invoice: 113230	9993	192.50							
Dec 7/2011 1002842	Transferred from Trust PMT - Payment for invoice: 113230	9993	1.48							
Dec 20/2011 1004652	Jed Margolin Trust receipt	1162				113687	3	2151.48		5000.00
Dec 30/2011 1005780	Lawyer: CRO 0.20 Hrs X 125.00 Draft Request for submission				25.00	113687				

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Inv#	Acc	Trust Activity		Balance
				Rcpts	Disbs				Rcpts	Disbs	
Dec 31/2011	1006640	Expense Recovery Westlaw legal research document download expenses	15229		242.82		113687				
Jan 1/2012	1033793	Lawyer: APM 0.20 Hrs X 300.00 Communicate with Lauren, Judge Russell's law clerk, regarding motion to compel corporate defendants to have counsel or be dismissed and enter default judgment.				60.00	116745				
Jan 4/2012	1006907	Lawyer: APM 0.70 Hrs X 300.00 Review Zandian's reply to opposition to motion to dismiss, dated 12/13/11, in order to assess the same.				210.00	114257				
Jan 6/2012	1007556	Billing on Invoice 113687 FEES 3240.00 DISBS 448.95			0.00		113687				
Jan 6/2012	1007864	Lawyer: APM 0.60 Hrs X 300.00 Review Jed Margolin's comments regarding Zandian's reply in support of his motion to dismiss, dated 1/6/12.				180.00	114257				
Jan 9/2012	1007580	Watson Rounds Payment for invoice: 113687	7743					3		3688.95	1311.05
Jan 9/2012	1007582	Watson Rounds FMT - Payment for invoice: 113687	10126	1050.00							
Jan 9/2012	1007583	Watson Rounds FMT - Payment for invoice: 113687	10126	2040.00							
Jan 9/2012	1007584	Watson Rounds FMT - Payment for invoice: 113687	10126	150.00							
Jan 9/2012	1007585	Watson Rounds FMT - Payment for invoice: 113687	10126	448.95							
Jan 10/2012	1008269	Lawyer: APM 1.00 Hrs X 300.00 Prepare for and have a telephone conference with Jed Margolin regarding filing a motion to strike Zandian's reply to motion to dismiss and meeting with Bill Maddox regarding possibly indicting Zandian.				300.00	114257				
Jan 18/2012	1009122	Lawyer: APM 0.10 Hrs X 300.00 Communicate with Storey County DA's office regarding setting up meeting with Bill Maddox.				30.00	114257				
Jan 18/2012	1011793	Lawyer: APM 4.60 Hrs X 300.00 Draft motion to strike Zandian's reply in support of his motion to dismiss.				1380.00	114257				
Jan 19/2012	1009207	Lawyer: APM 2.80 Hrs X 300.00 Continue drafting motion to strike Zandian's reply in support of motion to dismiss.				840.00	114257				
Jan 19/2012	1009209	Lawyer: APM 0.20 Hrs X 300.00 Communicate with Dawn Pohlman, assistant to Bill Maddox, regarding meeting with Bill Maddox.				60.00	114257				
Jan 19/2012	1009221	Lawyer: APM 0.10 Hrs X 300.00 Review email, dated 1/19/12, from Jed Margolin regarding meeting with Bob Maddox next week.				30.00	114257				
Jan 19/2012	1009237	Lawyer: MDF 1.50 Hrs X 300.00 Review and revise motion to strike/Conferences with Adam McMillen re: same/Research for motion				450.00	114257				
Jan 19/2012	1009409	Expense Recovery Photocopies 47 @ 0.25 - Service copies	15262		11.75		114257				
Jan 20/2012	1009358	Lawyer: APM 0.30 Hrs X 300.00 Review and respond to emails, dated 1/20/12, from Jed Margolin regarding changes to motion to strike Zandian's reply in support of motion to dismiss.				90.00	114257				
Jan 23/2012	1009472	Lawyer: APM 0.70 Hrs X 300.00 Review email, dated 1/22/12, from Jed Margolin, regarding history of Bill Maddox and Zandian.				210.00	114257				
Jan 23/2012	1009473	Lawyer: APM 1.10 Hrs X 300.00 Plan and prepare for tomorrow's meeting with Bill Maddox.				330.00	114257				

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Inv#	Acc	Trust Activity			
				Rcpts	Disbs				Rcpts	Disbs	Balance	
Jan 23/2012	1009507	Lawyer: APM 1.00 Hrs X 300.00 Telephone conference with Jed Margolin regarding meeting with Bill Maddox tomorrow and other issues related to Zandian.				300.00	114257					
Jan 23/2012	1009508	Lawyer: APM 0.10 Hrs X 300.00 Telephone call with Bill Maddox regarding tomorrow's meeting.				30.00	114257					
Jan 24/2012	1009623	Jed Margolin Trust receipt	1170				114257	3	3688.95			5000.00
Jan 24/2012	1009741	Lawyer: APM 3.00 Hrs X 300.00 Travel to and from Office of Watson Rounds and meet with Bill Maddox in Storey County to see if he would file a criminal complaint against Zandian.				900.00	114257					
Jan 24/2012	1009749	Lawyer: APM 0.10 Hrs X 300.00 Review Jed Margolin's information on the power of attorney that Zandian filed with the USPTO.				30.00	114257					
Jan 24/2012	1009750	Lawyer: APM 0.10 Hrs X 300.00 Review Jed Margolin's notes on John Peter Lee.				30.00	114257					
Jan 27/2012	1010153	Lawyer: APM 0.20 Hrs X 300.00 Communicate with US Attorney's office regarding this matter - left voicemail with Brian Sullivan.				60.00	114257					
Jan 30/2012	1010306	Lawyer: APM 0.10 Hrs X 300.00 Review voicemail from Brian Sullivan, US Attorney's office, regarding potentially filing criminal complaint against Zandian; he said to call Mike West, FBI.				30.00	114257					
Jan 30/2012	1010307	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin regarding US Attorney's office stating that we should refer to the FBI.				30.00	114257					
Jan 30/2012	1010375	Expense Recovery Photocopies 240 @ 0.25 - Pleadings/motions	15277		60.00		114257					
Jan 30/2012	1011271	Expense Recovery Postage	15285		6.72		114257					
Jan 31/2012	1010376	Expense Recovery Photocopies 144 @ 0.25 - Motions	15277		36.00		114257					
Jan 31/2012	1011272	Expense Recovery Postage	15285		6.72		114257					
Feb 1/2012	1013574	Expense Recovery Westlaw legal research documents	15308		38.30		114580					
Feb 2/2012	1011614	Lawyer: APM 1.80 Hrs X 300.00 Review email, dated 2/2/12, from Jed Margolin regarding Zandian, with several long attachments.				540.00	114580					
Feb 3/2012	1011628	Lawyer: APM 0.10 Hrs X 300.00 Review and respond to email, dated 2/3/12, from Jed Margolin regarding John Peter Lee and Scott Bornstein.				30.00	114580					
Feb 3/2012	1011842	Lawyer: APM 0.40 Hrs X 300.00 Communicate with Mike West, FBI.				120.00	114580					
Feb 3/2012	1011848	Lawyer: APM 1.50 Hrs X 300.00 Gather documents and draft email to Mike West, FBI, regarding Zandian.				450.00	114580					
Feb 3/2012	1011858	Lawyer: APM 0.10 Hrs X 300.00 Review email, dated 2/3/12, from Jed Margolin, regarding contact with FBI.				30.00	114580					
Feb 3/2012	1011859	Lawyer: APM 0.20 Hrs X 300.00 Communicate with Jed Margolin regarding contact with FBI.				60.00	114580					
Feb 6/2012	1011969	Lawyer: APM 0.40 Hrs X 300.00 Review Zandian's opposition to motion to strike, dated 2/1/12, in order to assess the same.				120.00	114580					
Feb 6/2012	1011977	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin regarding Zandian's opposition to motion to strike.				30.00	114580					
Feb 8/2012	1012576	Billing on Invoice 114257 FEES 5526.00 DISBS 121.19			0.00		114257					
Feb 8/2012	1012578	Watson Rounds Payment for invoice: 114257	7758					3		5000.00		0.00

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Trust Activity					
				Repts	Diabs	Fees	Inv#	Acc	Repts	Disbs	Balance
Feb 8/2012	1012580	Transferred from Trust PMT - Payment for invoice: 114257	10247	397.73							
Feb 8/2012	1012581	Transferred from Trust PMT - Payment for invoice: 114257	10247	4481.08							
Feb 8/2012	1012582	Transferred from Trust PMT - Payment for invoice: 114257	10247	121.19							
Feb 10/2012	1013290	Lawyer: APM 1.10 Hrs X 300.00 Draft reply in support of motion to strike.				330.00	114580				
Feb 11/2012	1013417	Lawyer: APM 0.20 Hrs X 300.00 Review and respond to email, dated 2/11/12, from Jed Margolin regarding reply in support of motion to strike.				60.00	114580				
Feb 13/2012	1013418	Lawyer: APM 0.40 Hrs X 300.00 Finish drafting/revising reply in support of motion to strike.				120.00	114580				
Feb 13/2012	1013471	Lawyer: MDF 0.60 Hrs X 300.00 Review opposition to motion to strike and reply in support of same				180.00	114580				
Feb 13/2012	1013585	Lawyer: APM 0.10 Hrs X 300.00 Review and respond to email, dated 2/13/12, from Michael West, FBI, regarding the FBI not wanting to get involved in this matter.				30.00	114580				
Feb 13/2012	1013720	Expense Recovery Courier expense	15310		73.50		114580				
Feb 13/2012	1013888	Lawyer: CRO 0.20 Hrs X 125.00 Draft Request for Submission				25.00	114580				
Feb 13/2012	1014092	Expense Recovery Postage	15319		1.70		114580				
Feb 14/2012	1013709	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin regarding the local FBI not wanting to get involved.				30.00	114580				
Feb 14/2012	1013712	Lawyer: APM 0.20 Hrs X 300.00 Review and respond to email, dated 2/14/12, from Jed Margolin regarding FBI's declination to do anything about Zandian.				60.00	114580				
Feb 15/2012	1013897	Lawyer: CRO 0.10 Hrs X 125.00 Phone call with judge's law clerk re: proposed order				12.50	114580				
Feb 16/2012	1013919	Lawyer: APM 4.30 Hrs X 300.00 Draft detailed proposed order denying Zandian's motion to dismiss, as requested by court.				1290.00	114580				
Feb 16/2012	1013934	Lawyer: APM 0.10 Hrs X 300.00 Draft correspondence to court regarding proposed order denying Defendant's motion to dismiss.				30.00	114580				
Feb 16/2012	1014035	Lawyer: MDF 0.40 Hrs X 300.00 Review and revise draft order denying motion to dismiss				120.00	114580				
Feb 22/2012	1014237	Jed Margolin Trust receipt	1181				114580	3	5641.19		5641.19
Feb 22/2012	1014239	Watson Rounds Transfer of funds to apply to outstanding balance on account	7765				114580	3		641.19	5000.00
Feb 22/2012	1014241	Watson Rounds PMT - Received on account	10302	52.27							
Feb 22/2012	1014242	Watson Rounds PMT - Received on account	10302	588.92							
Feb 23/2012	1014468	Lawyer: APM 0.30 Hrs X 300.00 Review Court's order denying Defendant's motion to dismiss, dated 2/21/12.				90.00	114580				
Feb 23/2012	1014469	Lawyer: APM 0.20 Hrs X 300.00 Draft email to Jed Margolin regarding Order denying Zandian's motion to dismiss.				60.00	114580				
Feb 23/2012	1014546	Lawyer: CRO 0.20 Hrs X 125.00 Draft Notice of Entry of Order Denying Defendant's Motion to Dismiss				25.00	114580				
Feb 24/2012	1014614	Lawyer: APM 0.20 Hrs X 300.00 Communicate with Jed Margolin regarding order denying Zandian's motion to dismiss and moving forward in this matter.				60.00	114580				
Feb 24/2012	1015285	Expense Recovery Postage	15342		1.30		114580				
Feb 27/2012		Lawyer: MDF 0.30 Hrs X 300.00									

Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Inv#	Acc	Trust Activity		Balance
				Rcpts	Disbs				Rcpts	Disbs	
	1015071	Review order denying motion to dismiss				90.00	114580				
Mar 7/2012	1017088	Billing on Invoice 114580 FEES 3992.50 DISBS 114.80			0.00		114580				
Mar 7/2012	1017090	Watson Rounds Payment for invoice: 114580	7774							4107.30	892.70
Mar 7/2012	1017092	Transferred from Trust PMT - Payment for invoice: 114580	10361	390.00							
Mar 7/2012	1017093	Transferred from Trust PMT - Payment for invoice: 114580	10361	3540.00							
Mar 7/2012	1017094	Transferred from Trust PMT - Payment for invoice: 114580	10361	62.50							
Mar 7/2012	1017095	Transferred from Trust PMT - Payment for invoice: 114580	10361	114.80							
Mar 7/2012	1017497	Lawyer: APM 0.80 Hrs X 300.00 Review Zandian's General Denial, dated 3/7/12, in order to assess the same and begin preparing request for exemption and notice of intent to take default against the OTC CA and NV entities.				240.00	115077				
Mar 7/2012	1017498	Lawyer: APM 0.30 Hrs X 300.00 Draft correspondence to Jed Margolin regarding Zandian's general denial.				90.00	115077				
Mar 7/2012	1018063	Lawyer: CRO 0.20 Hrs X 125.00 Begin Draft Request for exemption from arbitration.				25.00	115077				
Mar 7/2012	1018064	Lawyer: CRO 0.20 Hrs X 125.00 Draft letter to opposing counsel				25.00	115077				
Mar 7/2012	1018065	Lawyer: CRO 0.20 Hrs X 125.00 Draft Intent to take Default				25.00	115077				
Mar 7/2012	1018066	Lawyer: CRO 0.30 Hrs X 125.00 Draft Applications for Default for corporations				37.50	115077				
Mar 8/2012	1017667	Lawyer: APM 0.60 Hrs X 300.00 Review and respond to email, dated 3/8/12, from Jed Margolin regarding current issues of this matter.				180.00	115077				
Mar 8/2012	1017669	Lawyer: APM 0.10 Hrs X 300.00 Finish drafting letter to John Peter Lee regarding intent to take default against OTC entities.				30.00	115077				
Mar 8/2012	1017670	Lawyer: APM 0.10 Hrs X 300.00 Finish drafting notice of intent to take default against the OTC entities.				30.00	115077				
Mar 8/2012	1017671	Lawyer: APM 0.70 Hrs X 300.00 Draft/revise request for exemption from arbitration.				210.00	115077				
Mar 8/2012	1018376	Lawyer: MDF 0.50 Hrs X 300.00 Review request from arbitration.				150.00	115077				
Mar 9/2012	1018028	Lawyer: APM 0.70 Hrs X 300.00 Review John Peter Lee's motion to withdraw, communicate with client regarding same, email client regarding same.				210.00	115077				
Mar 9/2012	1018163	Expense Recovery Photocopies @ 0.25 - Service copies	15382		2.00		115077				
Mar 9/2012	1018652	Expense Recovery Postage	15384		1.30		115077				
Mar 12/2012	1018213	Lawyer: MDF 0.30 Hrs X 300.00 Review motion to withdraw				90.00	115077				
Mar 13/2012	1018260	Lawyer: APM 0.20 Hrs X 300.00 Draft email to Jed Margolin regarding Lee's motion to withdraw.				60.00	115077				
Mar 13/2012	1019042	Lawyer: CRO 0.20 Hrs X 125.00 Draft Notice of Non-Opposition to Motion to Withdraw				25.00	115077				
Mar 15/2012	1018506	Lawyer: APM 0.20 Hrs X 300.00 Draft/revise notice of non-opposition to John Peter Lee's motion to withdraw as counsel.				60.00	115077				
Mar 15/2012	1018664	Expense Recovery Postage	15384		1.30		115077				
Mar 15/2012	1019048	Lawyer: CRO 0.20 Hrs X 125.00 Draft Declaration in support of non-opposition to Motion to Withdraw				25.00	115077				
Mar 15/2012		Expense Recovery									

Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Inv#	Acc	Trust Activity		Balance
				Repts	Disbs				Repts	Disbs	
	1019441	Photocopies 12 @ 0.25 - Service copies	15396		3.00		115077				
Mar 20/2012	1019055	Lawyer: CRO 0.40 Hrs X 125.00 Draft Notice of Non-Opposition to Amended Motion to Withdraw; Draft Declaration in support of non-opposition to Amended Motion to Withdraw				50.00	115077				
Mar 22/2012	1019291	Jed Margolin Trust receipt	1189				115077	3	4107.30		5000.00
Mar 26/2012	1019870	Lawyer: APM 0.50 Hrs X 300.00 Communicate with Mike Harrison regarding improper installation by other contractors and how that affects case or how it affects damages.				150.00	115077				
Mar 26/2012	1019873	Lawyer: APM 0.10 Hrs X 300.00 Review email, dated 3/26/12, from Mike Harrison regarding Sebstopol installation problems.				30.00	115077				
Mar 26/2012	1019874	Lawyer: APM 0.20 Hrs X 300.00 Review letter, dated 3/22/12, from Susan Kelley, Sebastopol, to Ghilotti Bros, Inc. regarding installation issues.				60.00	115077				
Mar 27/2012	1020133	Lawyer: APM 0.10 Hrs X 300.00 Review John Peter Lee's amended motion to withdraw from representation of all defendants, dated 3/13/12.				30.00	115077				
Mar 27/2012	1020134	Lawyer: APM 0.20 Hrs X 300.00 Review General Denial, dated 3/13/12, filed by the corporate defendants.				60.00	115077				
Mar 28/2012	1020281	Lawyer: APM 0.30 Hrs X 300.00 Plan next steps in light of fact that court says John Peter Lee has not filed his motion to withdraw.				90.00	115077				
Mar 28/2012	1020282	Lawyer: APM 0.20 Hrs X 300.00 Draft email to Jed Margolin regarding next steps in this matter, including filing motion for summary judgment.				60.00	115077				
Mar 29/2012	1020570	Lawyer: APM 0.70 Hrs X 300.00 Telephone conference with Jed Margolin regarding Lee not filing his served motions to withdraw, not filing motions for summary judgment, moving forward with discovery once exempted from arbitration program.				210.00	115077				
Mar 29/2012	1020571	Lawyer: APM 0.10 Hrs X 300.00 Final review of notice of non-opposition to John Peter Lee's un-filed amended motion to withdraw as counsel.				30.00	115077				
Mar 29/2012	1020710	Expense Recovery Postage	15417		1.20		115077				
Mar 29/2012	1020786	Expense Recovery Photocopies 15 @ 0.25 - Service copies	15419		3.75		115077				
Apr 2/2012	1021295	Lawyer: APM 0.10 Hrs X 300.00 Review declaration from Zandian in another case involving Zandian in Clark County, Nevada, in order to assist in determining and verifying his signature on the fraudulent affidavits signed in this matter.				30.00	115603				
Apr 6/2012	1022669	Billing on Invoice 115077 FEES 2282.50 DISBS 12.65			0.00		115077				
Apr 6/2012	1022671	Watson Rounds Payment for invoice: 115077	7792					3	2295.15		2704.85
Apr 6/2012	1022673	Transferred from Trust PMT - Payment for invoice: 115077	10470	240.00							
Apr 6/2012	1022674	Transferred from Trust PMT - Payment for invoice: 115077	10470	1830.00							
Apr 6/2012	1022675	Transferred from Trust PMT - Payment for invoice: 115077	10470	212.50							
Apr 6/2012	1022676	Transferred from Trust PMT - Payment for invoice: 115077	10470	12.65							

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Trust Activity		Balance
				Repts	Disbs		Repts	Disbs	
Apr 9/2012	1022809	Watson Rounds Trust receipt	1194			115603	3	240.00	2944.85
Apr 18/2012	1025844	Lawyer: CRO 0.20 Hrs X 125.00 Contact court and arbitration commissioner's office re status of request for exemption for arbitration				25.00	115603		
Apr 19/2012	1024635	Lawyer: APM 0.40 Hrs X 300.00 Draft supplement to request for exemption from the arbitration, as requested by court.				120.00	115603		
Apr 20/2012	1025034	Expense Recovery Postage	15480		2.50		115603		
Apr 20/2012	1025845	Lawyer: CRO 0.10 Hrs X 125.00 Finalize supplemental request for exemption for arbitration for filing				12.50	115603		
Apr 20/2012	1025850	Lawyer: CRO 0.20 Hrs X 125.00 Draft request for submission				25.00	115603		
Apr 23/2012	1025036	Expense Recovery Postage	15480		0.45		115603		
Apr 23/2012	1025851	Lawyer: CRO 0.10 Hrs X 125.00 Finalize request for submission for filing				12.50	115603		
May 1/2012	1026984	Lawyer: MDF 0.30 Hrs X 300.00 Review order from arbitration commissioner re: amount in controversy				90.00	116230		
May 7/2012	1027557	Lawyer: APM 0.30 Hrs X 300.00 Review order clarifying what Margolin's damages are.				90.00	116230		
May 7/2012	1027607	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin regarding Alternative Dispute Resolution Commissioner's letter requesting additional facts to support contention that case is worth more than \$50,000.00.				30.00	116230		
May 7/2012	1027608	Lawyer: APM 0.50 Hrs X 300.00 Research law regarding how to get damages over \$50,000 in this matter, as required by arbitration commissioner.				150.00	116230		
May 7/2012	1027609	Lawyer: APM 0.50 Hrs X 300.00 Telephone call with Jed Margolin regarding status of patent sale in Arizona and request for exemption from Arbitration in Nevada case.				150.00	116230		
May 8/2012	1027748	Lawyer: APM 1.10 Hrs X 300.00 Review emails from Jed Margolin with attachments regarding Udall lawsuit and Universal Avionics lawsuit and review the many attachments.				330.00	116230		
May 8/2012	1027751	Lawyer: APM 2.70 Hrs X 300.00 Finish researching law regarding damages for this matter in order to support request to exempt this matter from court-annexed arbitration.				810.00	116230		
May 8/2012	1027768	Lawyer: APM 1.00 Hrs X 300.00 Telephone conference with Jed Margolin regarding damages in this case as a result of lost contract with Acacia and other issues in this matter in order to meet the arbitration commissioner's demands for more facts and information.				300.00	116230		
May 9/2012	1028388	Billing on Invoice 115603 FEES 225.00 DISBS 2.95			0.00	115603			
May 9/2012	1028390	Watson Rounds Payment for invoice: 115603	7808				3	227.95	2716.90
May 9/2012	1028392	Transferred from Trust PMT - Payment for invoice: 115603	10591	150.00					
May 9/2012	1028393	Transferred from Trust PMT - Payment for invoice: 115603	10591	75.00					
May 9/2012	1028394	Transferred from Trust PMT - Payment for invoice: 115603	10591	2.95					
May 9/2012	1028536	Lawyer: APM 1.80 Hrs X 300.00 Draft memorandum to Kristin Luis, Arbitration Commissioner, regarding damages in this matter.				540.00	116230		
May 10/2012		Lawyer: APM 1.10 Hrs X 300.00							

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Inv#	Acc	Trust Activity		Balance
				Rcpts	Disbs				Rcpts	Disbs	
	1028687	Finish drafting second supplemental request for exemption from arbitration.				330.00	116230				
May 10/2012	1028698	Lawyer: APM 0.10 Hrs X 300.00 Review Notice of Entry of Order Granting John Peter Lee's amended motion to withdraw, dated 5/4/12.				30.00	116230				
May 10/2012	1028699	Lawyer: APM 0.10 Hrs X 300.00 Review Order, dated 4/26/12, granting John Peter Lee's amended motion to withdraw.				30.00	116230				
May 10/2012	1028700	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin regarding order granting John Peter Lee's amended motion to withdraw.				30.00	116230				
May 10/2012	1028703	Lawyer: APM 0.10 Hrs X 300.00 Review and respond to email, dated 5/10/12, from Jed Margolin regarding second supplemental request for exemption from arbitration and change to declaration.				30.00	116230				
May 10/2012	1028754	Lawyer: MDF 1.00 Hrs X 300.00 Review and revise second request for exemption from arbitration and Margolin declaration in support thereof/Conferences with Adam M. re: same/Review order granting John Peter Lee's Motion to Withdraw				300.00	116230				
May 10/2012	1028903	Expense Recovery Postage	15519		7.90		116230				
May 10/2012	1029394	Expense Recovery Photocopies 20 @ 0.25 - Service copies	15529		5.00		116230				
May 10/2012	1032168	Expense Recovery Courier expense	15554		40.00		116230				
May 11/2012	1028816	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin regarding filing motion requiring the defendant corporations to obtain counsel within 30 days or ask court to strike their denial and move towards default judgment.				30.00	116230				
May 11/2012	1029683	Lawyer: MDF 3.50 Hrs X 300.00 Research for and draft motion to compel appearance of counsel or strike General Denial of corporations				1050.00	116230				
May 14/2012	1029048	Lawyer: APM 0.30 Hrs X 300.00 Review proposed motion to strike the defendant corporations as they have no lawyer representing them.				90.00	116230				
May 14/2012	1029692	Lawyer: MDF 2.00 Hrs X 300.00 Finalize motion to compel or strike General Denial/Draft and review emails to and from client re: same/Review information provided by client regarding Optima assets				600.00	116230				
May 15/2012	1029221	Lawyer: APM 0.50 Hrs X 300.00 Review emails, dated 5/14/12, from Jed Margolin regarding status of Optima Technology Corporation and attachments, in order to assess same.				150.00	116230				
May 15/2012	1030086	Expense Recovery Postage	15540		0.45		116230				
May 15/2012	1032169	Expense Recovery Courier expense	15554		27.00		116230				
May 18/2012	1030298	Lawyer: CRO 0.10 Hrs X 125.00 Draft letter to Zandian re: Early Case Conference				12.50	116230				
May 22/2012	1029919	Lawyer: APM 0.20 Hrs X 300.00 Review Arbitration Commissioner's decision to exempt this matter from the court-annexed arbitration program.				60.00	116230				
May 22/2012	1029920	Lawyer: APM 0.20 Hrs X 300.00 Draft email to Jed Margolin regarding exemption from arbitration.				60.00	116230				
May 22/2012	1029956	Lawyer: MDF 0.30 Hrs X 300.00 Review order removing case from mandatory				90.00	116230				

Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Inv#	Acc	Trust Activity		Balance
				Rcpts	Disbs				Rcpts	Disbs	
		arbitration/Conference with Adam M. re: same									
May 22/2012	1030094	Expense Recovery Postage	15540		0.45		116230				
May 29/2012	1030518	Jed Margolin Trust receipt	1212				116230	3	2283.10		5000.00
May 31/2012	1032758	Expense Recovery Westlaw legal research expense	15561		54.26		116230				
Jun 6/2012	1034939	Expense Recovery Postage	15583		0.45		116745				
Jun 6/2012	1035001	Lawyer: CRO 0.10 Hrs X 125.00 Phone call to court to find out if Defendant's opposition had been filed				12.50	116745				
Jun 9/2012	1033316	Billing on Invoice 116230 FEES 5382.50 DISBS 135.06			0.00		116230				
Jun 8/2012	1033318	Watson Rounds Payment for invoice: 116230	7834					3		5000.00	0.00
Jun 8/2012	1033320	Transferred from Trust PMT - Payment for invoice: 116230	10674	1925.19							
Jun 8/2012	1033321	Transferred from Trust PMT - Payment for invoice: 116230	10674	2928.45							
Jun 8/2012	1033322	Transferred from Trust PMT - Payment for invoice: 116230	10674	11.30							
Jun 8/2012	1033323	Transferred from Trust PMT - Payment for invoice: 116230	10674	135.06							
Jun 11/2012	1034457	Lawyer: MDF 1.00 Hrs X 300.00 Prepare for Rule 16.1 early case conference				300.00	116745				
Jun 11/2012	1035010	Lawyer: CRO 0.40 Hrs X 125.00 Begin draft of unilateral case conference report.				50.00	116745				
Jun 12/2012	1034241	Lawyer: APM 0.70 Hrs X 300.00 Draft unilateral early case conference report.				210.00	116745				
Jun 12/2012	1035012	Lawyer: CRO 0.40 Hrs X 125.00 Draft 16.1 Initial Disclosures; Bates number documents to be produced				50.00	116745				
Jun 14/2012	1034556	Lawyer: APM 0.10 Hrs X 300.00 Finish drafting unilateral case conference report.				30.00	116745				
Jun 14/2012	1034626	Lawyer: MDF 1.00 Hrs X 300.00 Review and revise Unilateral Case Conference report/Review 16.1 disclosures/Conferences with Adam M. re: same				300.00	116745				
Jun 14/2012	1034947	Expense Recovery Postage	15583		2.70		116745				
Jun 18/2012	1034861	Jed Margolin Trust receipt	1223				116745	3	5517.56		5517.56
Jun 18/2012	1034863	Watson Rounds Apply to outstanding balance on account	7843				116745	3		517.56	5000.00
Jun 18/2012	1034894	Watson Rounds PMT - Received on account	10727	204.81							
Jun 18/2012	1034895	Watson Rounds PMT - Received on account	10727	311.55							
Jun 18/2012	1034896	Watson Rounds PMT - Received on account	10727	1.20							
Jun 21/2012	1036405	Expense Recovery Postage	15600		2.70		116745				
Jun 27/2012	1036150	Lawyer: APM 0.40 Hrs X 300.00 Several telephone calls with Loren, Judge Russel's law clerk, wherein we discussed the proposed order on our motion to				120.00	116745				
Jun 27/2012	1036151	Lawyer: APM 0.60 Hrs X 300.00 Draft proposed order granting our motion to compel corporate defendants to retain legal counsel or their general denial be stricken.				180.00	116745				
Jun 27/2012	1036160	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Loren Davis, assistant to Judge Russel, regarding proposed order granting motion to compel/strike.				30.00	116745				
Jun 27/2012	1036439	Lawyer: MDF 1.40 Hrs X 300.00 Draft and review e-mails to and from APM and court re: order granting motion to compel or strike/Conferences with APM re: same/Review and revise				420.00	116745				

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Inv#	Acc	Trust Activity		Balance
				Rcpts	Disbs				Rcpts	Disbs	
		proposed order									
Jun 28/2012	1036422	Lawyer: MDF 0.40 Hrs X 300.00 Draft and review e-mails to and from court clerk re: order granting motion to compel or strike, and revisions to order				120.00	116745				
Jun 29/2012	1036529	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin regarding order compelling corporate defendants to get counsel or have their general denial stricken.				30.00	116745				
Jun 29/2012	1036530	Lawyer: APM 0.10 Hrs X 300.00 Review Order granting Plaintiff's motion to compel appearance of counsel for corporate defendants or to strike their denial, dated 6/28/12.				30.00	116745				
Jun 29/2012	1036907	Lawyer: CRO 0.20 Hrs X 125.00 Draft Notice of Entry of Order; prepare for filing with the court				25.00	116745				
Jul 2/2012	1036796	Lawyer: APM 1.50 Hrs X 300.00 Begin drafting first set of interrogatories to Zandian.				450.00	117199				
Jul 2/2012	1036797	Lawyer: APM 1.70 Hrs X 300.00 Begin drafting requests for admissions to Zandian.				510.00	117199				
Jul 2/2012	1036798	Lawyer: APM 0.60 Hrs X 300.00 Telephone conference with Jed Margolin regarding discovery issues and strategy.				180.00	117199				
Jul 2/2012	1036805	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Jed Margolin regarding proposed interrogatories and requests for admissions for Zandian.				30.00	117199				
Jul 9/2012	1041611	Lawyer: MDF 1.20 Hrs X 300.00 Review Court's Order Granting Motion to Compel or Strike and email associated therewith/Review drafts of first discovery and emails relating thereto/Review client's edits and suggestions for discovery and subpoena				360.00	117199				
Jul 11/2012	1038879	Billing on Invoice 116745 FEES 1967.50 DISBS 5.85			0.00		116745				
Jul 11/2012	1038880	Watson Rounds Payment for invoice: 116745	7855					3		1973.35	3026.65
Jul 11/2012	1038881	Transferred from Trust PMT - Payment for invoice: 116745	10825	1140.00							
Jul 11/2012	1038883	Transferred from Trust PMT - Payment for invoice: 116745	10825	690.00							
Jul 11/2012	1038884	Transferred from Trust PMT - Payment for invoice: 116745	10825	137.50							
Jul 11/2012	1038885	Transferred from Trust PMT - Payment for invoice: 116745	10825	5.85							
Jul 13/2012	1039660	Lawyer: APM 0.60 Hrs X 300.00 Review Jed Margolin's comments on the first set of interrogatories and requests for admissions				180.00	117199				
Jul 13/2012	1039661	Lawyer: APM 0.60 Hrs X 300.00 Draft requests for production of documents from Zandian.				180.00	117199				
Jul 13/2012	1039662	Lawyer: APM 0.40 Hrs X 300.00 Draft correspondence to Jed Margolin regarding discovery planning issues.				120.00	117199				
Jul 13/2012	1039760	Lawyer: MDF 0.40 Hrs X 300.00 Conference with APM re: discovery to Zandian and subpoena to NASA/Review email from APM to client re: same				120.00	117199				
Jul 16/2012	1039931	Lawyer: APM 0.10 Hrs X 300.00 Review and respond to email, dated 7/16/12, from Jed Margolin regarding plan to do discovery with Zandian and then NASA.				30.00	117199				
Jul 16/2012	1039932	Lawyer: APM 0.20 Hrs X 300.00 Finalize the first set of requests for admissions to Zandian.				60.00	117199				

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Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Inv#	Acc	Trust Activity		Balance
				Rcpts	Disbs				Rcpts	Disbs	
Jul 16/2012	1039933	Lawyer: APM 0.20 Hrs X 300.00 Finalize the first set of requests to produce to Zandian.				60.00	117199				
Jul 16/2012	1039934	Lawyer: APM 0.40 Hrs X 300.00 Finalize the first set of interrogatories to Zandian.				120.00	117199				
Jul 16/2012	1040551	Lawyer: MDF 1.00 Hrs X 300.00 Review discovery requests and conference with APM re: same				300.00	117199				
Jul 16/2012	1040558	Lawyer: MDF 0.10 Hrs X 300.00 Review and revise discovery requests/Conference with APM re: same				30.00	117199				
Jul 16/2012	1041144	Expense Recovery Postage	15649		1.90		117199				
Jul 16/2012	1042004	Lawyer: CRO 0.20 Hrs X 125.00 Finalize and serve discovery requests on Zandian				25.00	117199				
Jul 18/2012	1040322	Lawyer: APM 0.10 Hrs X 300.00 Begin drafting proposed order striking defendant corporations' general denial.				30.00	117199				
Jul 19/2012	1040436	Lawyer: APM 0.30 Hrs X 300.00 Draft/revise proposed order striking general denial of defendant corporations.				90.00	117199				
Jul 19/2012	1040437	Lawyer: APM 0.10 Hrs X 300.00 Draft email to Lauren Davis, Judge Russell's assistant, regarding our proposed order striking the general denial of the corporate defendants.				30.00	117199				
Jul 19/2012	1040446	Lawyer: MDF 1.00 Hrs X 300.00 Review proposed order granting motion to strike/Conference with APM re: same/Review email to court clerk re: proposed order				300.00	117199				
Jul 23/2012	1040794	Jed Margolin Trust receipt	1236				117199	3	1973.35		5000.00
Aug 7/2012	1043867	Billing on Invoice 117199 FEES 3205.00 DISBS 1.90			0.00		117199				
Aug 7/2012	1043869	Watson Rounds Payment for invoice: 117199	7871					3	3206.90		1793.10
Aug 7/2012	1043871	Transferred from Trust PMT - Payment for invoice: 117199	10915	1110.00							
Aug 7/2012	1043872	Transferred from Trust PMT - Payment for invoice: 117199	10915	2070.00							
Aug 7/2012	1043873	Transferred from Trust PMT - Payment for invoice: 117199	10915	25.00							
Aug 7/2012	1043874	Transferred from Trust PMT - Payment for invoice: 117199	10915	1.90							
Aug 21/2012	1046003	Jed Margolin Trust receipt	1243				117528	3	3206.90		5000.00
Sep 7/2012	1049056	Lawyer: APM 0.40 Hrs X 300.00 Draft email to Jed Margolin regarding status of this matter.				120.00	118182				
Sep 7/2012	1049067	Lawyer: APM 1.10 Hrs X 300.00 Draft meet and confer letter to Zandian regarding late discovery responses.				330.00	118182				
Sep 7/2012	1049082	Lawyer: APM 0.30 Hrs X 300.00 Begin drafting/revising default against Optima Technology defendants.				90.00	118182				
Sep 7/2012	1049468	Lawyer: MDF 1.30 Hrs X 300.00 Conferences with APM re: default against corporations and meet and confer letter to Zandian/Review and revise letter to Zandian re: same/Review email to client re: status of action				390.00	118182				
Sep 7/2012	1050507	Lawyer: CRO 0.20 Hrs X 125.00 Draft Default				25.00	118182				
Sep 8/2012	1049495	Lawyer: APM 0.30 Hrs X 300.00 Review and respond to emails from Jed Margolin regarding discovery issues and planning.				90.00	118182				
Sep 10/2012	1049238	Lawyer: LSN 0.20 Hrs X 75.00 Revise and final and calendar deadline for Reza Zandian to respond to discovery				15.00	118182				
Sep 10/2012	1049496	Lawyer: APM 0.60 Hrs X 300.00 Finish reviewing materials sent				180.00	118182				

Date Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Inv#	Acc	Trust Activity		Balance
			Rcpts	Disbs				Rcpts	Disbs	
	to me from Jed Margolin regarding discovery against JP Lee, Greenberg Traurig and Nasa.									
Sep 10/2012 1049497	Lawyer: APM 0.20 Hrs X 300.00 Perform legal research regarding need to file application for default or simply just file default against corporate defendants.				60.00	118182				
Sep 11/2012 1049565	Billing on Invoice 117528			0.00					117528	
Sep 11/2012 1050035	Lawyer: APM 0.20 Hrs X 300.00 Finish drafting default against Optima Technology Corporations.				60.00	118182				
Sep 11/2012 1050283	Expense Recovery Photocopies 8 @ 0.25 - Service copy	15729		2.00					118182	
Sep 11/2012 1050485	Lawyer: MDF 0.30 Hrs X 300.00 Review default and draft and review emails to and from APM re: same				90.00	118182				
Sep 11/2012 1050602	Expense Recovery Postage	15733		1.10					118182	
Sep 12/2012 1050236	Lawyer: APM 0.10 Hrs X 300.00 Begin drafting application for entry of default, as required by court.				60.00	118182				
Sep 12/2012 1050511	Lawyer: CRO 0.20 Hrs X 125.00 Draft Application for default				25.00	118182				
Sep 21/2012 1051475	Lawyer: CRO 0.10 Hrs X 125.00 Phone call to court re: default				12.50	118182				
Sep 25/2012 1052438	Lawyer: CRO 0.20 Hrs X 125.00 Draft Notice of Entry of Default				25.00	118182				
Sep 26/2012 1052367	Expense Recovery Postage	15766		1.30					118182	
Sep 30/2012 1052819	Expense Recovery Documents downloaded from Westlaw	15776		20.65					118182	
Oct 9/2012 1054118	Billing on Invoice 118182 FEES 1572.50 DISBS 25.05			0.00		118182				
Oct 9/2012 1054120	Watson Rounds Payment for invoice: 118182	7897					3		1597.55	3402.45
Oct 9/2012 1054122	Transferred from Trust PMT - Payment for invoice: 118182	11149	480.00							
Oct 9/2012 1054123	Transferred from Trust PMT - Payment for invoice: 118182	11149	990.00							
Oct 9/2012 1054124	Transferred from Trust PMT - Payment for invoice: 118182	11149	97.50							
Oct 9/2012 1054125	Transferred from Trust PMT - Payment for invoice: 118182	11149	25.05							
Oct 9/2012 1054126	Transferred from Trust PMT - Payment for invoice: 118182	11149	15.00							
Oct 9/2012 1054348	Lawyer: APM 2.10 Hrs X 300.00 Draft subpoena duces tecum to NASA and research law regarding service subpoena on NASA in Washington, DC.				630.00					
Oct 9/2012 1054361	Lawyer: APM 0.60 Hrs X 300.00 Communicate with Jed Margolin regarding subpoenas to NASA, JP Lee; also discussed Robert Adams' latest communications with Jed; also discussed moving towards default judgment now against OTC.				180.00					
Oct 9/2012 1054362	Lawyer: APM 0.40 Hrs X 300.00 Draft subpoena to JP Lee.				120.00					
Oct 9/2012 1054363	Lawyer: APM 0.20 Hrs X 300.00 Review email, dated 10/9/12, from Jed Margolin regarding information from Robert Adams.				60.00					
Oct 9/2012 1054816	Lawyer: MDF 0.50 Hrs X 300.00 Review subpoena and conference with APM re: same				150.00					
Oct 10/2012 1054490	Lawyer: APM 0.10 Hrs X 300.00 Review and respond to email, dated 10/10/12, from Jed Margolin regarding plan for moving forward and his agreement to form of subpoenas to NASA and JP Lee.				30.00					
Oct 10/2012 1054502	Lawyer: APM 0.20 Hrs X 300.00 Review email, dated 10/10/12, and all attachments and links, from Jed Margolin regarding				60.00					

Oct/18/2012

Watson Rounds
Client Ledger
ALL DATES

Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	General		Fees	Inv#	Acc	Trust Activity		Balance
				Rcpts	Diabs				Rcpts	Diabs	
Oct 10/2012	1054617	damages for this matter. Lawyer: APM 0.30 Hrs X 300.00 Begin drafting application for judgment against OTC entities.				90.00					
Oct 11/2012	1054637	NASA Witness fee for NASA	76258								
Oct 11/2012	1054639	John Peter Lee, Ltd. Witness fee for John Peter Lee, Ltd.	76259								
Oct 17/2012	1055720	Lawyer: APM 3.00 Hrs X 300.00 Draft application for default judgment.				900.00					

TOTALS	UNBILLED				BILLED				BALANCES	
	CHE	+ RECOV	+ FEES	= TOTAL	DISBS	+ FEES	+ TAX	- RECEIPTS	= A/R	TRUST
PERIOD	80.00	0.00	2220.00	2300.00	23899.86	67680.00	0.00	91579.86	0.00	3402.45
END DATE	80.00	0.00	2220.00	2300.00	23899.86	67680.00	0.00	91579.86	0.00	3402.45

FIRM TOTAL	UNBILLED				BILLED				BALANCES	
	CHE	+ RECOV	+ FEES	= TOTAL	DISBS	+ FEES	+ TAX	- RECEIPTS	= A/R	TRUST
PERIOD	80.00	0.00	2220.00	2300.00	23899.86	67680.00	0.00	91579.86	0.00	3402.45
END DATE	80.00	0.00	2220.00	2300.00	23899.86	67680.00	0.00	91579.86	0.00	3402.45

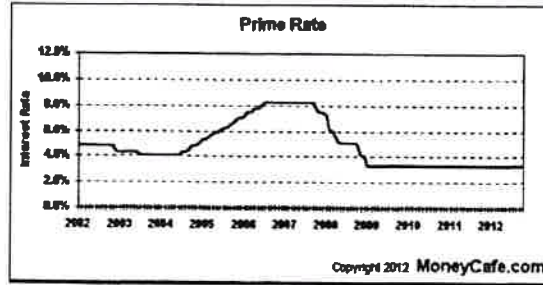
REPORT SELECTIONS - Client Ledger

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Requested by Kim
Finished Thursday, October 18, 2012 at 12:51:32 PM
Ver 12.0 SP1 (12.0.20120815)
Matters 5457.01
Clients All
Major Clients All
Client Intro Lawyer All
Matter Intro Lawyer All
Responsible Lawyer All
Assigned Lawyer All
Type of Law All
Select From Active, Inactive, Archived Matters
Matters Sort by Default
New Page for Each Lawyer No
New Page for Each Matter No
No Activity Date Dec/31/2199
Firm Totals Only No
Totals Only No
Entries Shown - Billed Only No
Entries Shown - Disbursements Yes
Entries Shown - Receipts Yes
Entries Shown - Time or Fees Yes
Entries Shown - Trust Yes
Incl. Matters with Retainer Bal No
Incl. Matters with Neg Unbid Disb No
Trust Account All
Working Lawyer All
Include Corrected Entries No
Show Check # on Paid Payables No
Show Client Address No
Consolidate Payments No
Show Trust Summary by Account No
Show Interest No
Interest Up To Oct/18/2012
Show Invoices that Payments Were Applied to No
Display Entries in Date Order

Exhibit 2

Exhibit 2

Click here for the complete historical graph of the Prime Rate from 1930 to 2011.



Historical Chart

Prime Rate											
Month/Day	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Jan 1	4.75%	4.25%	4.00%	5.25%	7.25%	8.25%	7.25%	3.25%	3.25%	3.25%	3.25%
Feb 1	4.75%	4.25%	4.00%	5.25%	7.50%	8.25%	6.00%	3.25%	3.25%	3.25%	3.25%
Mar 1	4.75%	4.25%	4.00%	5.50%	7.50%	8.25%	6.00%	3.25%	3.25%	3.25%	3.25%
Apr 1	4.75%	4.25%	4.00%	5.75%	7.75%	8.25%	5.25%	3.25%	3.25%	3.25%	3.25%
May 1	4.75%	4.25%	4.00%	5.75%	7.75%	8.25%	5.00%	3.25%	3.25%	3.25%	3.25%
Jun 1	4.75%	4.25%	4.00%	6.00%	8.00%	8.25%	5.00%	3.25%	3.25%	3.25%	3.25%
Jul 1	4.75%	4.00%	4.25%	6.25%	8.25%	8.25%	5.00%	3.25%	3.25%	3.25%	3.25%
Aug 1	4.75%	4.00%	4.25%	6.25%	8.25%	8.25%	5.00%	3.25%	3.25%	3.25%	3.25%
Sep 1	4.75%	4.00%	4.50%	6.50%	8.25%	8.25%	5.00%	3.25%	3.25%	3.25%	3.25%
Oct 1	4.75%	4.00%	4.75%	6.75%	8.25%	7.75%	5.00%	3.25%	3.25%	3.25%	3.25%
Nov 1	4.75%	4.00%	4.75%	7.00%	8.25%	7.50%	4.00%	3.25%	3.25%	3.25%	
Dec 1	4.25%	4.00%	5.00%	7.00%	8.25%	7.50%	4.00%	3.25%	3.25%	3.25%	

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

REC'D & FILED
2012 OCT 31 PM 1:42
ALAN GLOVER
DEPUTY CLERK

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

9 **JED MARGOLIN, an individual,**

10 **Plaintiff,**

11 **vs.**

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

23 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

DEFAULT JUDGMENT

24 **WHEREAS** Plaintiff filed the Amended Complaint in this action on August 11, 2011.
25 After extensive briefing regarding service on Defendants Optima Technology Corporation, a
26 Nevada corporation, and Optima Technology Corporation, a California corporation (together
27 the "Defendants"), and after the Court denied Defendants' Motion to Dismiss, Defendants
28 served and filed a General Denial in response to the Amended Complaint. The General Denial
was served on March 13, 2012 on behalf of the Defendants.

WHEREAS on March 13, 2012, Defense counsel moved to withdraw from
representing all of the individual and corporate Defendants in this action. On March 16, 2012,

1 Plaintiff filed a non-opposition to Defense counsel's Motion to Withdraw, and on April 26,
2 2012, this Court granted Defense counsel's Motion to Withdraw.

3 WHEREAS on May 15, 2012, Plaintiff moved this Court for an order compelling the
4 appearance of counsel for the Defendants or in the alternative an order striking the General
5 Denial of the Defendants. The Defendants did not respond to the motion. On June 28, 2012,
6 this Court ordered that the Defendants retain counsel and that counsel enter an appearance in
7 this matter on behalf of the Defendants by July 15, 2012. This Court also ordered that if no
8 appearance was made by that date the General Denial would be stricken.

9 WHEREAS since no appearance was made on behalf of the Defendants, Plaintiff filed
10 an application for entry of default on September 14, 2012. On September 24, 2012, this Court
11 entered a default against the Defendants. The notice of entry of default was served on
12 September 26, 2012, and filed on September 27, 2012. Now Plaintiff seeks entry of a default
13 judgment against Defendants.

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

16 WHEREAS the allegations in Plaintiff's Amended Complaint warrant entry of final
17 judgment against Defendants Optima Technology Corporation, a Nevada corporation, and
18 Optima Technology Corporation, a California corporation, for conversion, tortious
19 interference with contract, intentional interference with prospective economic advantage,
20 unjust enrichment, and unfair and deceptive trade practices.

21 WHEREAS Defendants Optima Technology Corporation, a Nevada corporation, and
22 Optima Technology Corporation, a California corporation, are jointly and severally liable to
23 Plaintiff for the principal amount of \$1,286,552.46.

24 THEREFORE, Judgment is hereby entered for Plaintiff and against Defendants Optima
25 Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a
26 California corporation, for damages, along with pre-judgment interest, attorney's fees and
27 costs in the amount of \$1,286,552.46, plus interest at the legal rate, pursuant to NRS 17.130,
28 thereon from the date of default until the judgment is satisfied.

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JUDGMENT is hereby entered against Defendants Optima Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a California corporation, in favor of Plaintiff this 31st day of October, 2012.


DISTRICT COURT JUDGE

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

REC'D & FILED
2012 NOV -6 AM 11:47
ALAN GLOVER
RY [Signature] CI FRK

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

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

Case No.: 090C00579 1B
Dept. No.: 1

NOTICE OF ENTRY OF JUDGMENT

21 TO: All parties:
22 **PLEASE TAKE NOTICE** that on October 31, 2012, the Court entered a Default
23 Judgment in the above-referenced matter, against Defendants Optima Technology
24 Corporation, a Nevada corporation and Optima Technology Corporation, a California
25 corporation. Attached as Exhibit 1 is a true and correct copy of such Default Judgment.
26 ///
27 ///
28 ///

1085

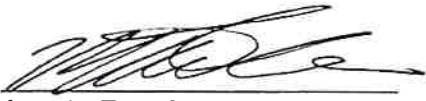
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Affirmation Pursuant to NRS 239B.030

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

DATED: November 5, 2012.

WATSON ROUNDS

By: 

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

Attorneys for Plaintiff Jed Margolin

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CERTIFICATE OF SERVICE

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

Reza Zandian
8775 Costa Verde Boulevard
San Diego, CA 92122

Dated: November 5, 2012

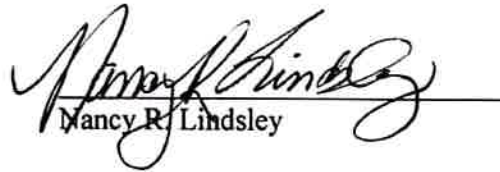

Nancy R. Lindsley

Exhibit 1

Exhibit 1

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

REC'D & FILED
2012 OCT 31 PM 1:42
ALAN GLOVER
BY ~~J. E. GLOVER~~ CLERK
DEPUTY

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

9 **JED MARGOLIN, an individual,**

10 **Plaintiff,**

11 vs.

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

23 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

DEFAULT JUDGMENT

24 WHEREAS Plaintiff filed the Amended Complaint in this action on August 11, 2011.
25 After extensive briefing regarding service on Defendants Optima Technology Corporation, a
26 Nevada corporation, and Optima Technology Corporation, a California corporation (together
27 the "Defendants"), and after the Court denied Defendants' Motion to Dismiss, Defendants
28 served and filed a General Denial in response to the Amended Complaint. The General Denial
was served on March 13, 2012 on behalf of the Defendants.

WHEREAS on March 13, 2012, Defense counsel moved to withdraw from
representing all of the individual and corporate Defendants in this action. On March 16, 2012,

1 Plaintiff filed a non-opposition to Defense counsel's Motion to Withdraw, and on April 26,
2 2012, this Court granted Defense counsel's Motion to Withdraw.

3 WHEREAS on May 15, 2012, Plaintiff moved this Court for an order compelling the
4 appearance of counsel for the Defendants or in the alternative an order striking the General
5 Denial of the Defendants. The Defendants did not respond to the motion. On June 28, 2012,
6 this Court ordered that the Defendants retain counsel and that counsel enter an appearance in
7 this matter on behalf of the Defendants by July 15, 2012. This Court also ordered that if no
8 appearance was made by that date the General Denial would be stricken.

9 WHEREAS since no appearance was made on behalf of the Defendants, Plaintiff filed
10 an application for entry of default on September 14, 2012. On September 24, 2012, this Court
11 entered a default against the Defendants. The notice of entry of default was served on
12 September 26, 2012, and filed on September 27, 2012. Now Plaintiff seeks entry of a default
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14 WHEREAS Defendants are not infants or incompetent persons and are not in the
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16 WHEREAS the allegations in Plaintiff's Amended Complaint warrant entry of final
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18 Optima Technology Corporation, a California corporation, for conversion, tortious
19 interference with contract, intentional interference with prospective economic advantage,
20 unjust enrichment, and unfair and deceptive trade practices.

21 WHEREAS Defendants Optima Technology Corporation, a Nevada corporation, and
22 Optima Technology Corporation, a California corporation, are jointly and severally liable to
23 Plaintiff for the principal amount of \$1,286,552.46.

24 THEREFORE, Judgment is hereby entered for Plaintiff and against Defendants Optima
25 Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a
26 California corporation, for damages, along with pre-judgment interest, attorney's fees and
27 costs in the amount of \$1,286,552.46, plus interest at the legal rate, pursuant to NRS 17.130,
28 thereon from the date of default until the judgment is satisfied.

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JUDGMENT is hereby entered against Defendants Optima Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a California corporation, in favor of Plaintiff this 31st day of October, 2012.

James T. Russell
DISTRICT COURT JUDGE

IN THE FIRST JUDICIAL DISTRICT COURT
IN AND FOR THE COUNTY OF CARSON CITY, STATE OF NEVADA

2012 NOV 14 PM 3:31

JED MARGOLIN

Case No:090C005791B

Plaintiff,

ALAN GLOVER
BY *[Signature]*
DEPUTY



vs.

OPTIMA TECHNOLOGY CORPORATION ET AL.

Defendant

AFFIDAVIT OF SERVICE

STATE OF NEVADA
COUNTY OF CLARK ss.:

ROGER PAYNE, being first duly sworn, deposes and says: That affiant is a citizen of the United States, over 18 years of age, and not a party to, nor interested in the within action. Affiant received the documents on the

On at 10:40 AM affiant personally served a copy of the: **WITNESS FEE \$40.00; SUBPOENA DUCES TECUM; DECLARATION OF CUSTODIAN OF RECORDS**
Served to: **LORI GROVE KIVATISKY, LEGAL ADMINISTRATOR**, authorized to accept, accepted on behalf of the custodian of records for **JOHN PETER LEE, LTD.**
Service address: 830 LAS VEGAS BLVD. SOUTH Las Vegas, NV 89101

A description of the person served:

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	Caucasian	N/A	50's	5'6"	130 LBS.
Other Features:					

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Sworn to and subscribed before me on the 10/15/2012 by ROGER PAYNE

Notary *[Signature]*

X *[Signature]*
ROGER PAYNE
Registration#: E-038800
Reno/Carson Messenger Service, Inc. (Lic# 322)
185 Martin Street
Reno, NV 89509
775.322.2424
Atty File#: 5457.01



17067

ORIGINAL

1092

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

REC'D & FILED

2012 DEC 14 PM 3:08

ALAN GLOVER
BY *Alan Glover*
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

**PLAINTIFF'S MOTION FOR
SANCTIONS UNDER NRCP 37**

Pursuant to NRCP 37(d), Plaintiff JED MARGOLIN ("Margolin") moves this Court for an Order striking Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA ZANDIAN JAZI's ("Zandian") General Denial and awarding Margolin his fees and costs incurred in bringing this Motion.


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This Motion is based upon the pleadings and papers on file in this matter, the accompanying Memorandum of Points and Authorities, the Declaration of Adam P. McMillen in Support of Plaintiff's Motion for Sanctions NRCP 37(d) ("McMillen Decl."), and any requested oral argument.

DATED this 13th day of December, 2012. WATSON ROUNDS

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

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **A. BACKGROUND**

3 This action arises from Zandian's and the other corporate Defendants' fraudulent
4 assignment of Margolin's patents.

5 On July 16, 2012, Margolin served Zandian with Margolin's First Set of Requests for
6 Admission, First Set of Interrogatories and First Set of Requests for Production of Documents.
7 McMillen Decl., ¶ 2, Exhibits 1 and 2. Pursuant to NRCPC 33, 34 and 36, responses to these
8 discovery requests were due on August 20, 2012. *Id.* Zandian has never provided any responses
9 or documents. *Id.*

10 On September 10, 2012, Margolin mailed a meet and confer letter to Zandian demanding
11 that he serve responses and documents to the aforementioned discovery no later than September
12 17, 2012. McMillen Decl., ¶ 5, Exhibit 4. In the September 10, 2012 letter, Margolin demanded
13 that Zandian "respond, without objection, to the requests for admissions, the requests to produce
14 documents (including the actual production of documents), and the interrogatories no later than
15 September 17, 2012." Exhibit 4. Margolin stated that if Zandian failed to comply with this
16 request, Margolin would file a motion to compel with this Court and seek sanctions. *Id.*
17 Margolin also stated that since Margolin did not respond to Margolin's First Set of Requests for
18 Admissions, those admissions were (and are) deemed admitted. Exhibit 4, *citing Wagner v.*
19 *Carex Investigations & Sec. Inc.*, 93 Nev. 627, 630, 572 P.2d 921, 923 (1977). Despite
20 Margolin's efforts to meet and confer, Zandian has not served responses or documents pursuant
21 to any of the aforementioned discovery requests, nor has he responded to the September 10, 2012
22 letter or otherwise contacted Plaintiff's counsel. *See supra*, Exhibit 4.

23 Based on these facts, and the authority stated below, Margolin's Motion for Sanctions
24 should be granted in full, and sanctions should be levied against Zandian for his willful non-
25 compliance with the Nevada Rules of Civil Procedure.

26 **B. ARGUMENT**

27 NRCPC 37(a)(2)(B) states that if a party fails to answer an interrogatory submitted under
28 NRCPC 33, or if a party fails to respond to a request for production submitted under NRCPC 34,

1 “the discovering party may move for an order compelling an answer, or a designation, or an
2 order compelling inspection in accordance with the request.” *Id.*

3 As stated above, Zandian has not served responses or documents in response to
4 Margolin’s First Set of Interrogatories to Zandian or Margolin’s First Set of Requests for
5 Production to Zandian. *See supra.* Zandian has also not responded to the September 10, 2012
6 letter requesting that he respond to the written discovery. McMillen Decl., ¶ 5. Therefore,
7 Margolin needs not move to compel responses and may rely upon NRCP Rule 37(d),
8 immediately, to request evidentiary and terminating sanctions for Zandian’s failure to respond.

9 NRCP Rule 37(d)(2) provides that:

10 If a party . . . fails (2) to serve answers or objections to interrogatories submitted
11 under Rule 33, after proper service of the interrogatories, or (3) to serve a written
12 response to a request for inspection submitted under Rule 34, after proper service
13 of the request, the court in which the action is pending on motion may make such
14 orders in regard to the failure as are just, and among others it may take any action
15 authorized under subparagraphs (A), (B), and (C) of subdivision (b)(2) of this
16 rule.

15 NRCP 37(b)(2)(A-C) provides that:

16 (A) An order that the matters regarding which the order was made or any
17 other designated facts shall be taken to be established for the purposes of the
18 action in accordance with the claim of the party obtaining the order;

18 (B) An order refusing to allow the disobedient party to support or oppose
19 designated claims or defenses, or prohibiting that party from introducing
20 designated matters in evidence;

21 (C) An order striking out pleadings or parts thereof, or staying further
22 proceedings until the order is obeyed, or dismissing the action or proceeding or
23 any part thereof, or rendering a judgment by default against the disobedient party.

23 NRCP 37(b)(2) also provides that:

24 In lieu of any of the foregoing orders or in addition thereto, the court shall require
25 the party failing to obey the order or the attorney advising that party or both to
26 pay the reasonable expenses, including attorney’s fees, caused by the failure,
27 unless the court finds that the failure was substantially justified or that other
28 circumstances make an award of expenses unjust.

27 Margolin’s First Set of Interrogatories to Zandian and Margolin’s First Set of Requests
28 for Production to Zandian seek information and documents relating to the following crucial

1 topics: why Zandian signed and filed an assignment of the patents at issue; who was involved in
2 the fraudulent assignment; who paid for the fraudulent assignment; the licensing activity Zandian
3 engaged in regarding the patents after he filed the fraudulent assignment; all revenues derived
4 from Zandian's activities related to the patents after filing the assignment. See McMillen Decl.,
5 Exhibits 1 through 4. All of this information is extremely important to Margolin's liability and
6 damage analysis.

7 Fundamental notions of fairness and due process require that discovery sanctions be just
8 and that sanctions relate to the specific conduct at issue. *GNLV Corp. v. Serv. Control Corp.*,
9 111 Nev. 866, 870, 900 P.2d 323, 326 (1995), citing *Young v. Johnny Ribeiro Bldg., Inc.*, 106
10 Nev. 88, 92, 787 P.2d 777, 779 (1990). As discussed above, sanctions may be imposed where
11 there has been willful noncompliance, and the adversary process has been halted by the actions
12 of the unresponsive party. *Fire Ins. Exchange v. Zenith Radio Corp.*, 103 Nev. 648, 652, 747
13 P.2d 911, 914 (1987). Reasoned and thoughtful analysis dictates that this Court is justified in
14 using its discretion to enter in an order striking Zandian's General Denial and awarding Margolin
15 its attorneys' fees and costs incurred in bringing this Motion.

16 *First*, Zandian acted willfully in failing to respond to the aforementioned discovery
17 requests. Nevada Courts have consistently stated the basis for the imposition of sanctions was
18 the failure to complete discovery. See *Havas v. Bank of Nevada*, 96 Nev. 567, 571, 613 P.2d
19 706, 709 (1980); *Kelly Broadcasting Co. v. Sovereign Broadcast, Inc.*, 96 Nev. 188, 192, 606
20 P.2d 1089, 1092 (1980). Although Margolin's First Set of Interrogatories to Zandian and
21 Margolin's First Set of Requests for Production were served five months ago, Zandian has failed
22 to serve responses or documents. See *supra*. Furthermore, Zandian has not made any attempt to
23 justify this inexcusable willful neglect, and has not even bothered to contact Margolin's counsel
24 regarding the discovery. See McMillen Decl., ¶¶ 5 and 6.

25 *Second*, Margolin is being prejudiced by Zandian's failure to respond to the
26 aforementioned discovery requests, and Margolin should not be forced to suffer further prejudice
27 which would result from lesser sanctions. While Margolin believes that liability is established
28 by Zandian failing to respond to the requests for admissions, Margolin believes that responses to

1 the outstanding discovery will further prove the extent of the Defendants' malfeasance and
2 damage. Margolin has already been forced to delay the case because no discovery has been
3 responded to by Margolin. This alone is sufficient prejudice to justify the entering of a default
4 judgment. *See Fire Ins. Exch.*, 103 Nev. at 651, 747 P.2d at 914.

5 While Margolin understands and appreciates the nature of the sanctions contained in this
6 Motion, the requested relief is necessitated by Zandian's willful violations of the Nevada Rules
7 of Civil Procedure. Simply put, common law and NRCP 37(d) dictate that Margolin is entitled
8 to an Order striking Zandian's General Denial and awarding Margolin his attorneys' fees and
9 costs incurred in bringing this Motion. *See supra.*, NRCP 37(d)(2-3), NRCP 37(b)(2)(A-C).

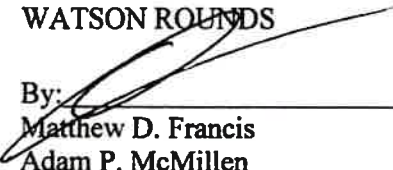
10 **C. CONCLUSION**

11 For all of the foregoing reasons, Jed Margolin requests that his Motion be granted in the
12 manner requested.

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

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

16 DATED this ^{14th} ~~13th~~ day of December, 2012. WATSON ROUNDS

17 By: 
18 Matthew D. Francis
19 Adam P. McMillen
20 5371 Kietzke Lane
21 Reno, NV 89511
22 Telephone: (775) 324-4100
23 Facsimile: (775) 333-8171

24 Attorneys for Plaintiff Jed Margolin
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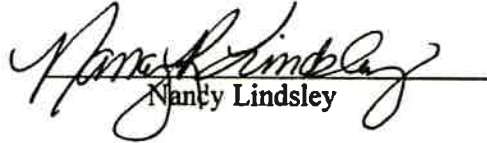
CERTIFICATE OF SERVICE

Pursuant to Rule 5(b), Nevada Rules of Civil Procedure, I hereby certify that I am an employee of WATSON ROUNDS, and on this date a true and correct copy of the foregoing document, **Plaintiff's Motion for Sanctions Under NRCP 37**, will be served on the following by first-class mail through the U.S. Postal Service.

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

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

Dated: December 14, 2012.


Nancy Lindsley

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

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BY *[Signature]*
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In The First Judicial District Court of the State of Nevada
In and for Carson City

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

Case No.: 090C00579 1B
Dept. No.: 1

DECLARATION OF ADAM P.
MCMILLEN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
SANCTIONS UNDER NRCP 37

I, Adam P. McMillen, do hereby declare and state as follows:

1. I am a lawyer at the law firm of Watson Rounds located at 5371 Kietzke Lane, Reno, Nevada 89511. This declaration is based upon my personal knowledge, and is made in support of Plaintiff's Motion for Sanctions Under NRCP 37 and the Memorandum of Points and Authorities in Support Thereof.

2. On July 16, 2012, JED MARGOLIN ("Margolin") served Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA ZANDIAN JAZI's

1 (“Zandian”) with Margolin’s First Set of Interrogatories to Zandian as well as Margolin’s First
2 Set of Requests for Production to Margolin. A true and correct copy of Margolin’s First Set of
3 Interrogatories to Zandian is attached hereto as Exhibit 1, and a true and correct copy of
4 Margolin’s First Set of Requests for Production to Zandian is attached hereto as Exhibit 2.
5 Pursuant to NRC 33 and 34, responses to these discovery requests, as well as responsive
6 documents, were due on August 20, 2012. No responses or documents were served on that date
7 or thereafter.

8 4. Also on July 16, 2012, Margolin served Zandian with Margolin’s First Set of
9 Requests for Admissions. A true and correct copy of the First Set of Requests for Admissions is
10 attached hereto as Exhibit 3. Pursuant to NRC 36, responses to these Requests for Admissions
11 were due on August 20, 2012. No responses were served on that date or thereafter.

12 5. On September 10, 2012, Margolin emailed and faxed Zandian a meet and confer
13 letter demanding that Zandian serve responses and documents to the aforementioned discovery
14 (and other discovery) no later than September 17, 2012. A true and correct copy of this letter is
15 attached hereto as Exhibit 4. In the September 10, 2012 letter, Margolin demanded that Zandian
16 “respond, without objection, to the requests for admissions, the requests to produce documents
17 (including the actual production of documents), and the interrogatories no later than September
18 17, 2012.” Exhibit 4. Margolin stated that if Zandian failed to comply with this request,
19 Margolin would file a motion to compel with this Court. *Id.* Margolin also stated that since
20 Margolin did not respond to Margolin’s First Set of Requests for Admissions, those admissions
21 were (and are) deemed admitted. *Id.* Zandian has not served responses or documents pursuant to
22 the aforementioned discovery requests, nor has he responded to the September 10, 2012 letter.
23 *Id.*

24 6. I certify that I have in good faith corresponded with Zandian in an effort to
25 resolve this discovery dispute without court intervention. However, my sincere efforts to resolve
26 the dispute have been unsuccessful.


27 I declare under penalty of perjury that the foregoing is true and correct to the best of my
28 knowledge.

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AFFIRMATION PURSUANT TO NRS 239B.030

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

DATED this 13th day of December, 2012. WATSON ROUNDS

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

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CERTIFICATE OF SERVICE

Pursuant to Rule 5(b), Nevada Rules of Civil Procedure, I hereby certify that I am an employee of WATSON ROUNDS, and on this date a true and correct copy of the foregoing document, **Declaration of Adam P. McMillen in Support of Plaintiff's Motion for Sanctions Under NRCP 37** will be served on the following by first-class mail though the U.S. Postal Service.

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

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

Dated: December 14, 2012.


Nancy Lindsley

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INDEX OF EXHIBITS

Exhibit 1	Plaintiff's First Set of Interrogatories to Reza Zandian	8 pages
Exhibit 2	Plaintiff's First Set of Requests for Production of Documents to Reza Zandian	5 pages
Exhibit 3	Plaintiff's First Set of Requests for Admissions to Reza Zandian	7 pages
Exhibit 4	September 10, 2012 letter to Reza Zandian	2 pages

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Exhibit 1

Exhibit 1

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

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

PLAINTIFF'S FIRST SET OF
INTERROGATORIES TO REZA
ZANDIAN

21
22 Plaintiff Jed Margolin ("Margolin") hereby requests that Defendant Reza Zandian aka
23 Golamreza Zandianjazi, aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza
24 Jazi aka Ghononreza Zandian Jazi ("Zandian") serve responses to the following Interrogatories
25 within thirty (30) days of service hereof. These Interrogatories are considered continuing and
26 therefore Zandian is required to supplement his answers whenever Zandian obtains different or
27 additional knowledge, information or belief relative to the Interrogatories.
28

1 **I. DEFINITIONS**

2 A. As used in these Interrogatories, unless otherwise specified, the terms "Zandian,"
3 "you," or "your" or "yourself" refers to Reza Zandian aka Golamreza Zandianjazi, aka
4 Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza
5 Zandian Jazi and any other aka.

6 B. As used in these Interrogatories, the terms "document," "documents," or
7 "documentation" refer to any and all tangible items or sources of information within the
8 meaning of Rule 34 of the Nevada Rules of Civil Procedure, whether original or non-identical
9 copies of such items, in both final and draft form, of every kind and nature whatsoever, that
10 are within your possession, custody or control, or that are known by you to exist. The terms
11 "document" or "documents" include, but are not limited to, all correspondence, memoranda,
12 records, notes, drafts, proposals, minutes of meetings, books, papers, drawings, telegrams,
13 logs, diaries, computer printouts, computations, ledgers, journals, purchase orders, bills of
14 lading, invoices, vouchers, checks, books of original entry and other books or records; all
15 studies, analyses, or other valiative or interpretive reports; recordings or memoranda of
16 conversations, or any other written, printed, typewritten or other graphic or photographic
17 matter or tangible thing on which any information is affixed; all mechanical, electronic, sound
18 or video recordings or transcripts thereof; all other magnetic recordings or matter existing in
19 any other machine readable form; and all information capable of being retrieved from a
20 computer.

21 C. As used in these Interrogatories, the terms "communicate" or "communications"
22 refer to all conversations, messages, correspondence, or contacts between any persons,
23 whether in person, in writing, by telephone, or by any other means.

24 D. As used in these Interrogatories, the terms "person" or "persons" refer to all
25 individuals, associations, partnerships, corporations, and any other business entities.

26 **II. GUIDELINES**

27 A. Whenever the phrase "state in detail" or "describe in detail" is used in these
28 Interrogatories, you are required to set forth every fact, consideration, factor, circumstance,

1 act, omission, event, transaction, occurrence, or statement which supports, refutes, concerns,
2 relates to, or refers to the matter about which information is sought.

3 B. Whenever the term "identify" or "identification" is used in these Interrogatories
4 with respect to an individual person, you are required to state: the full name of each such
5 person; his or her last known residential address; his or her last known business address; and
6 his or her present or last known job title, job description, and the dates during which the job
7 position was held. Once a person has been identified in an answer to an interrogatory, it shall
8 be sufficient thereafter when identifying that person merely to state his or her name.

9 C. Whenever the term "identify" or "identification" is used in these Interrogatories
10 with respect to any corporation, partnership, or business entity, you are required to state: its
11 present or last known full name; all of its previous registered and/or operating business names,
12 if any; its present or last known business address; and the nature of its business. Once a
13 corporation, partnership, or business entity has been identified in an answer to an
14 interrogatory, it shall be sufficient thereafter when identifying such entity merely to state its
15 name.

16 D. Whenever the term "identify" or "identity" or "identification" is used in these
17 Interrogatories with respect to a document or documents, you are required to:

- 18 (1) describe the type of document, e.g., letter, memorandum, report, diary,
19 chart, etc.;
- 20 (2) provide the date, if any, of the document;
- 21 (3) identify the author(s) of the document;
- 22 (4) identify each addressee appearing on the document;
- 23 (5) identify each recipient of the document or any copies of the document;
- 24 (6) describe the contents of the document;
- 25 (7) describe the present location of the document; and
- 26 (8) identify the person(s) having possession, control, or custody of the
27 document.
28

1 If any such document was, but is no longer in your possession, custody or control, state
2 what disposition was made of it; and if such document was destroyed, or alleged to have been
3 destroyed, state the date of and reason for its destruction, the identity of each person having
4 knowledge of its destruction, and each person responsible for its destruction. For each
5 interrogatory that requests the identification of document(s), you may produce for inspection
6 and copying, true and correct copies of the document(s) as kept in the usual course of business,
7 organized and labeled to correspond with the categories in this request, all in accordance with
8 Rule 33(c) of the Nevada Rules of Civil Procedure, and such production of copies will be
9 accepted as complying with such request.

10 E. Should you deem any information requested by any of the following Interrogatories
11 to be privileged, you shall specify that a claim of privilege is being made, briefly state the
12 grounds on which the claim of privilege rests, and identify who is making the claim of
13 privilege.

14 **III. INTERROGATORIES**

15 **Interrogatory No. 1:**

16 Please describe in detail why on December 5, 2007, you signed and filed an assignment
17 of patent numbers 5,566,073, 5,904,724, 6,377,436 and 5,978,488 (the "patents") with the
18 United States Patent Office.

19 **Interrogatory No. 2:**

20 Please describe in detail whose idea it was to file the assignment of the patents with the
21 United States Patent Office on December 5, 2007.

22 **Interrogatory No. 3:**

23 If it was not your idea to file the assignment of the patents with the United States
24 Patent Office on December 5, 2007, then please describe in detail whose idea it was, including
25 the name(s) and contact information (address, phone number, email address, etc.) of anyone
26 involved in the decision making process.

27 **Interrogatory No. 4:**

28

1 Please describe in detail John Peter Lee Ltd's involvement in the December 5, 2007
2 assignment of the patents including but not limited to the following John Peter Lee Ltd
3 members: John Peter Lee, John C. Courtney, and Paul C. Ray.

4 **Interrogatory No. 5:**

5 Please describe in detail Greenberg Traurig LLP's involvement in the December 5,
6 2007 assignment of the patents, including but not limited to the following Greenberg Traurig
7 LLP members: Scott J. Bornstein, Allan A. Kassenoff, E. Jeffrey Walsh and Paul J. Sutton.

8 **Interrogatory No. 6:**

9 Please describe in detail whose credit card was used to pay for the December 5, 2007
10 assignment of the patents with the United States Patent Office, with the last four numbers of
11 the credit card being 1004 and the expiration date being 01/09; please include the name of the
12 credit card holder and why the credit card was used for the December 5, 2007 assignment of
13 the patents.

14 **Interrogatory No. 7:**

15 Please describe in detail who the officers and directors of Optima Technology
16 Corporation, a California Corporation, were at the time you filed the assignment of the patents
17 with the United States Patent Office on December 5, 2007.

18 **Interrogatory No. 8:**

19 Please describe in detail who the officers and directors of Optima Technology
20 Corporation, a Nevada Corporation, were at the time you filed the assignment of the patents
21 with the United States Patent Office on December 5, 2007.

22 **Interrogatory No. 9:**

23 Please describe in detail why John Peter Lee's name and address was associated with
24 and used for Optima Technology Corporation (NV) in the patents' assignment documents you
25 filed with the United States Patent Office on December 5, 2007.

26 **Interrogatory No. 10:**

27
28

1 Please describe in detail what "Jed Margolin based on Power of Attorney, dated July
2 20, 2004 to: Optima Technology Corporation (CA)" means as detailed in the assignment of the
3 patents, dated December 5, 2007, attached hereto as Exhibit A.

4 **Interrogatory No. 11:**

5 Please describe in detail what the Power of Attorney, dated July 20, 2004 is, as detailed
6 on the assignment documents filed with the United States Patent Office on December 5, 2007
7 and how you obtained a copy of said Power of Attorney. See Exhibit A.

8 **Interrogatory No. 12:**

9 Please describe in detail the knowledge you had of the contract between Jed Margolin
10 and Optima Technology Group, a Cayman Islands Corporation, at the time you filed the
11 assignment of the patents on December 5, 2007.

12 **Interrogatory No. 13:**

13 Please describe in detail the licensing activity you engaged in regarding the patents
14 after you filed the assignment of the patents on December 5, 2007.

15 **Interrogatory No. 14:**

16 Please describe in detail any and all activities you engaged in regarding the patents
17 after you filed the assignment on December 5, 2007.

18 **Interrogatory No. 15:**

19 Please describe in detail all revenues derived from your activities related to the patents
20 after filing the assignment of the patents on December 5, 2007.

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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: July 16, 2012

WATSON ROUNDS

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

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Plaintiff's First Set of Interrogatories to Reza Zandian**, addressed as follows:

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

Dated: July 16, 2012

151
Carla Ousby

Exhibit 2

Exhibit 2

1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
2 WATSON ROUNDS
5371 Kietzke Lane
3 Reno, NV 89511
Telephone: 775-324-4100
4 Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin
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**
16 **aka GOLAMREZA ZANDIANJAZI**
aka GHOLAM REZA ZANDIAN
17 **aka REZA JAZI aka J. REZA JAZI**
aka G. REZA JAZI aka GHONONREZA
18 **ZANDIAN JAZI, an individual, DOE**
Companies 1-10, DOE Corporations 11-20,
19 **and DOE Individuals 21-30,**

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

PLAINTIFF'S FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS TO REZA ZANDIAN

21
22 Plaintiff Jed Margolin ("Margolin") Pursuant to Rules 26 and 34 of the Nevada Rules
23 of Civil Procedure, hereby requests that Defendant Reza Zandian aka Golamreza Zandianjazi,
24 aka Gholam Reza Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza
25 Zandian Jazi ("Zandian") serve responses and documents to the following Requests for
26 Production within thirty (30) days of service hereof. These Requests are considered
27 continuing and therefore Zandian is required to supplement his responses and document
28

1 production whenever Zandian obtains different or additional knowledge, information or belief
2 relative to the Requests.

3 **I. DEFINITIONS AND GUIDELINES**

4 Margolin incorporates by reference the Definitions and Guidelines set forth in
5 Margolin's First Set of Interrogatories to Reza Zandian.

6 **II. DOCUMENT REQUESTS**

7 **REQUEST NO. 1:**

8 Any and all documents identified in and/or supporting your responses to Plaintiff's first
9 set of interrogatories served upon you.

10 **REQUEST NO. 2:**

11 Please provide a complete copy of any and all documents, correspondence,
12 memoranda, electronic email and attachments containing or referring to communications
13 between yourself and NASA.

14 **REQUEST NO. 3:**

15 Please provide a complete copy of any and all documents, correspondence,
16 memoranda, electronic email communications between yourself and the law firm of Greenberg
17 Traurig LLP including the following Greenberg Traurig LLP members:

18 Scott J. Bornstein

19 Allan A. Kassenoff

20 E. Jeffrey Walsh

21 Paul J. Sutton

22 **REQUEST NO. 4:**

23 Please provide a complete copy of any and all documents, correspondence,
24 memoranda, electronic email and attachments containing or referring to communications
25 between yourself and the law firm of John Peter Lee Ltd (Las Vegas) including, but not
26 limited to, the following John Peter Lee Ltd members:

27 John Peter Lee

28 John C. Courtney

1 Paul C. Ray

2 **REQUEST NO. 5:**

3 Please provide a complete copy of any and all documents, correspondence,
4 memoranda, electronic email and attachments containing or referring to communications
5 between yourself and the law firm of Chandler Udall Law Firm LLP, Udall Law Firm LLP,
6 Udall Law IP LLP (all in Arizona) including but not limited to the following:

7 Edward Moomjian II

8 Jeanna Chandler Nash

9 Ryan Redmon

10 **REQUEST NO. 6:**

11 Please provide a complete copy of any and all documents, correspondence,
12 memoranda, electronic email and attachments containing or referring to communications
13 between yourself and the United States Patent Office ("PTO") regarding the December 5, 2007
14 assignment of patents you filed with the PTO relating to patent numbers 5,566,073, 5,904,724,
15 6,377,436 and 5,978,488 (the "patents").

16 **REQUEST NO. 7:**

17 Please provide a complete copy of any and all documents, correspondence,
18 memoranda, electronic email and attachments containing or referring to communications
19 between you and any other person or entity relating to the patents.

20 **REQUEST NO. 8:**

21 Please provide a complete copy of any and all documents, correspondence,
22 memoranda, electronic email and attachments containing or referring to communications
23 between you and any other person or entity relating to the licensing of the patents.

24 **REQUEST NO. 9:**

25 Please provide a complete copy of any and all documents related to all revenues
26 derived from your activities related to the patents after filing the assignment of the patents on
27 December 5, 2007.

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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: July 16, 2012

WATSON ROUNDS

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

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Plaintiff's First Set of Requests for Production of Documents Interrogatories to Reza Zandian**, addressed as follows:

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

Dated: July 16, 2012

15/
Carla Ousby

Exhibit 3

Exhibit 3

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

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

PLAINTIFF'S FIRST SET OF
REQUESTS FOR ADMISSIONS TO
REZA ZANDIAN

21
22 Pursuant to NRCP 26 and NRCP 36, Plaintiff Jed Margolin ("Margolin") hereby
23 requests that Defendant Reza Zandian aka Golamreza Zandianjazi, aka Gholam Reza Zandian
24 aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi ("Zandian")
25 serve responses to the following Requests for Admission within thirty (30) days of service
26 hereof. These Requests are considered continuing and therefore Zandian is required to
27 supplement his responses whenever Zandian obtains different or additional knowledge,
28 information or belief relative to the Requests for Admissions.

1 **I. DEFINITIONS**

2 A. As used in these Interrogatories, unless otherwise specified, the terms "Zandian,"
3 "you," or "your" refers to Reza Zandian aka Golamreza Zandianjazi, aka Gholam Reza
4 Zandian aka Reza Jazi aka J. Reza Jazi aka G. Reza Jazi aka Ghononreza Zandian Jazi and any
5 other aka.

6 B. As used in these Requests, the terms "document," "documents," or "documentation"
7 refer to any and all tangible items or sources of information within the meaning of Rule 34 of
8 the Nevada Rules of Civil Procedure, whether original or non-identical copies of such items, in
9 both final and draft form, of every kind and nature whatsoever, that are within your
10 possession, custody or control, or that are known by you to exist. The terms "document" or
11 "documents" include, but are not limited to, all correspondence, memoranda, records, notes,
12 drafts, proposals, minutes of meetings, books, papers, drawings, telegrams, logs, diaries,
13 computer printouts, computations, ledgers, journals, purchase orders, bills of lading, invoices,
14 vouchers, checks, books of original entry and other books or records; all studies, analyses, or
15 other valuative or interpretive reports; recordings or memoranda of conversations, or any other
16 written, printed, typewritten or other graphic or photographic matter or tangible thing on which
17 any information is affixed; all mechanical, electronic, sound or video recordings or transcripts
18 thereof; all other magnetic recordings or matter existing in any other machine readable form;
19 and all information capable of being retrieved from a computer.

20 C. As used in these Requests, the terms "communicate" or "communications" refer to
21 all conversations, messages, correspondence, or contacts between any persons, whether in
22 person, in writing, by telephone, or by any other means.

23 D. As used in these Requests, the terms "person" or "persons" refer to all individuals,
24 associations, partnerships, corporations, and any other business entities.

25 **II. GUIDELINES**

26 1. Each matter is admitted unless, within 30 days after service of this request,
27 Zandian serves a written answer or objection addressed to the matter.
28

1 Admit that you falsely represented to the United States Patent Office that “Jed
2 Margolin based on a Power of Attorney dated July 20, 2004 to: Optima Technology
3 Corporation (CA)” was conveying its rights to the patents to Optima Technology Corporation
4 (NV). See Exhibit A.

5 **REQUEST FOR ADMISSION NO. 3:**

6 Admit that you knew when you submitted the assignment of the patents on December
7 5, 2007 that you did not have the power or the authority to assign the patents to Optima
8 Technology Corporation (NV) and therefore you knew your representation to the United States
9 Patent Office was false.

10 **REQUEST FOR ADMISSION NO. 4:**

11 Admit that when you filed the assignment for the patents on December 5, 2007 that
12 you intended to fraudulently induce the United States Patent Office to record the assignment of
13 the patents.

14 **REQUEST FOR ADMISSION NO. 5:**

15 Admit that by fraudulently signing and filing the assignment of the patents with the
16 United States Patent Office on December 5, 2007, you wrongfully exerted dominion over the
17 patents and thereby knowingly deprived Jed Margolin of his rights and use of the patents.

18 **REQUEST FOR ADMISSION NO. 6:**

19 Admit that you knew you were unjustified in signing and filing the assignment of the
20 patents with the United States Patent Office on December 5, 2007.

21 **REQUEST FOR ADMISSION NO. 7:**

22 Admit that you knew that by filing the December 5, 2007 patents’ assignment with the
23 United States Patent Office that you would interfere with Jed Margolin’s patent rights,
24 including the royalties due to him under the patents.

25 **REQUEST FOR ADMISSION NO. 8:**

26 Admit that at the time you signed and filed the assignment of patents with the United
27 States Patent Office on December 5, 2007, you knew Jed Margolin had a valid contract with
28

1 Optima Technology Group where Optima Technology Group promised to pay Jed Margolin
2 patent royalties to Jed Margolin based on the license of the 5,566,073 and 5,904,724 patents.

3 **REQUEST FOR ADMISSION NO. 9:**

4 Admit intentionally filed the assignment of the patents on December 5, 2007 with the
5 United States Patent Office with the intent and design to disrupt and interfere with the
6 contractual relationship that Jed Margolin had with Optima Technology Group.

7 **REQUEST FOR ADMISSION NO. 10:**

8 Admit that you were aware of Jed Margolin's prospective business relations with
9 licensees of the patents.

10 **REQUEST FOR ADMISSION NO. 11:**

11 Admit that you purposely, willfully and improperly attempted to induce Jed Margolin's
12 prospective licensees to refrain from engaging in business with Jed Margolin.

13 **REQUEST FOR ADMISSION NO. 12:**

14 Admit that on and after December 5, 2007 you purposely, willfully and improperly
15 induced Jed Margolin's prospective licensees to refrain from engaging in business with Jed
16 Margolin.

17 **REQUEST FOR ADMISSION NO. 13:**

18 Admit that on December 5, 2007 you wrongfully obtained record title to the patents,
19 without any justification.

20 **REQUEST FOR ADMISSION NO. 14:**

21 Admit that on December 5, 2007 you knew and were aware that record title to the
22 patents was valuable and that there were benefits to be derived from having record title.

23 **REQUEST FOR ADMISSION NO. 15:**

24 Admit that you unjustly benefitted from the use of the patents, which were the property
25 of Jed Margolin, and you did not compensate Jed Margolin for such wrongful use.

26 **REQUEST FOR ADMISSION NO. 16:**

27 Admit that by filing the December 5, 2007 assignment of the patents that you
28 knowingly and intentionally interfered with the business relationships of Jed Margolin without

1 any consent or authority from Jed Margolin.

2 **REQUEST FOR ADMISSION NO. 17:**

3 Admit that you intentionally interfered with and disrupted Jed Margolin's contract with
4 Optima Technology Group.

5 **REQUEST FOR ADMISSION NO. 18:**

6 Admit that you knowingly and intentionally made false representations to the United
7 States Patent Office regarding the assignment of the patents on December 5, 2007 and
8 therefore you knowingly and willfully committed unfair and deceptive trade practices under
9 NRS 598.0915 et seq.

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: July 16, 2012

WATSON ROUNDS

15

BY: /s/ Adam McMillen

16

Matthew D. Francis (6978)

17

Adam P. McMillen (10678)

18

5371 Kietzke Lane

Reno, NV 89511

19

Telephone: 775-324-4100

Facsimile: 775-333-8171

Attorneys for Plaintiff Jed Margolin

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Plaintiff's First Set of Requests for Admissions to Reza Zandian**, addressed as follows:

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

Dated: July 16, 2012

CS/
Carla Ousby

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Exhibit 4

Exhibit 4

September 10, 2012

MICHAEL D. ROUNDS¹
MATTHEW D. FRANCIS²

ARTHUR A. ZORIO¹
RYAN E. JOHNSON
MATTHEW G. HOLLAND
ADAM P. McMILLEN²
ADAM YOWELL¹
STEVEN CALOJARO¹

OF COUNSEL-
KELLY G. WATSON¹
MARC D. FOODMAN^{1,3}
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

5371 Kietzke Lane
Reno, Nevada 89511
(775) 324-4100
Fax (775) 333-8171
renoinfo@watsonrounds.com

10000 West Charleston Blvd.
Suite 240
Las Vegas, Nevada 89135
(702) 636-4902
Fax (702) 636-4904
vegasinfo@watsonrounds.com

One Embarcadero Center
Suite 4100
San Francisco, CA 94111
(415) 243-4090
Fax (415) 243-0226
sfinfo@watsonrounds.com

www.watsonrounds.com

Reply to: Reno_1

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

Re: *Margolin v. Zandian, et al.*
First Judicial District Court, Case No. 090C00579 1B

Dear Mr. Zandian:

On July 16, 2012, we served you with Plaintiff's First Set of Requests for Admission. Your responses to those requests were due on or before August 20, 2012. However, you have not yet responded. "The sanction for failure to serve timely answers or objections to requests for admissions is that all matters in the request are deemed admitted." *Wagner v. Carex Investigations & Sec. Inc.*, 93 Nev. 627, 630, 572 P.2d 921, 923 (1977).

Also, on July 16, 2012, we served you with Plaintiff's First Set of Interrogatories. Since you did not respond to the interrogatories, any objections to the interrogatories are deemed waived. *See* NRC 33(b)(4). In addition, as the requesting party, we "may seek an order compelling discovery if the other party 'fails to answer an interrogatory submitted under Rule 33.'" *United States v. Parker*, 2:08-CV-01200-LDG, 2011 WL 5325475 (D. Nev. 2011) (*citing* Rule 37(a)(3)(B)(iii)). "An evasive or incomplete response must be treated as a failure to respond." *Id.* (*citing* Rule 37(a)(4)).

Also, on July 16, 2012, we served you with Plaintiff's First Set of Requests for Production of Documents. You did not respond to these requests either. "Rule 34 permits each party to serve the opposing party with document requests, and states that the party 'to whom the request is directed must respond in writing within 30 days after being served,' unless the parties stipulate or the court permits a shorter or longer time period." *Haddad v. Interstate Mgmt. Co., LLC*, 2:11-CV-01265-PMP, 2012 WL 398764 (D. Nev. 2012) (*citing* Fed. R. Civ. P. 34(a) and (b)(2)(A)). "If a party fails to file timely objections to [discovery] requests, such failure constitutes a waiver of any objections which a party might have to the requests." *Ramirez v. County of Los Angeles*, 231 F.R.D. 407, 409 (C.D. Cal. 2005) (*quoting* *Krewson v. City of Quincy*, 120 F.R.D. 6, 7 (D. Mass 1988)); *see also* *Richmark Corp v. Timber Falling Consultants*, 959 F.2d 1468, 1473 (9th Cir. 1992) (holding that the "failure to object to



Reza Zandian
September 10, 2012
Page 2

discovery requests within the time required constitutes a waiver of any objection.").

It is hereby demanded that you respond, without objection, to the requests for admissions, the requests to produce documents (including the actual production of documents), and the interrogatories no later than September 17, 2012. If you do not provide proper responses to these requests by September 17, 2012, we will be forced to immediately file a motion to compel such responses. See Rule 37(a)(3)(B)(iii) and (iv).

Please call me with any questions.

Sincerely,

Adam P. McMillen

WATSON ROUNDS
A Professional Corporation

1130

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

REC'D & FILED
2013 JAN 11 PM 3:07
ALAN GLOVER
BY *[Signature]*
DEPUTY

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

REQUEST FOR SUBMISSION

21
22 It is hereby requested that the following documents be submitted to the Court for
23 decision:

- 24 1) Plaintiff's Motion for Sanctions, filed December 14, 2012;
25 2) Declaration of Adam McMillen in Support of Plaintiff's Motion for Sanctions, filed
26 December 14, 2012; and,
27 3) *Proposed* Order Granting Plaintiff's Motion for Sanctions.

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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: January 10, 2013.

WATSON ROUNDS

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

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CERTIFICATE OF SERVICE

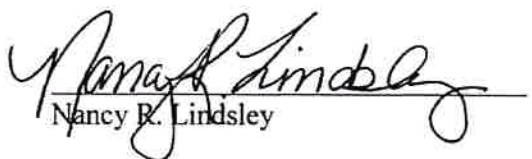
Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **Request for Submission**, addressed as follows:

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

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

Alborz Zandian
9 Almanzora
Newport Beach, CA 92657-1613

Dated: January 10, 2013.


Nancy R. Lindsley

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2013 JAN 15 AM 10:44

ALAN GLOVER
BY *Alan Glover*
OFFICE

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

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

Case No.: 090C00579 1B
Dept. No.: 1

ORDER GRANTING PLAINTIFF'S
MOTION FOR SANCTIONS UNDER
NRCP 37

On December 14, 2012, Plaintiff filed his motion for an Order striking the General Denial of Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA ZANDIAN JAZI ("Zandian") and awarding Margolin his fees and costs incurred in bringing this Motion. No opposition has been filed.

Based on the foregoing and good cause appearing,


IT IS HEREBY ORDERED that Plaintiff's motion for sanctions under NRCP 37 is granted;

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IT IS FURTHER ORDERED that the General Denial filed by Zandian on or about March 5, 2012 is stricken; and


IT IS FURTHER ORDERED that Plaintiff shall be awarded his fees and costs incurred his motion, and file an application for fees and a memorandum of costs relating to his motion.

Dated this 14 day of January, 2013.


JAMES T. RUSSELL
DISTRICT COURT JUDGE

Respectfully Submitted,

WATSON ROUNDS



Matthew D. Francis
Adam P. McMillen
5371 Kietzke Lane
Reno, NV 89511
Telephone: (775) 324-4100
Facsimile: (775) 333-8171

Attorneys for Plaintiff



ORIGINAL

REC'D & FILED

2013 JAN 17 AM 11:39

ALAN GLOVER
BY *Alan Glover* CLERK
DEPUTY

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

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

10 JED MARGOLIN, an individual,

11 Plaintiff,

12 vs.

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

20 Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

NOTICE OF ENTRY OF ORDER

21 TO: All parties:

22 **PLEASE TAKE NOTICE** that on January 15, 2013, the Court entered its Order
23 Granting Plaintiff's Motion for Sanctions Under NRCP 37 in the above-referenced matter.
24 Attached as Exhibit 1 is a true and correct copy of such Order, filed January 15, 2013.

25 **Affirmation Pursuant to NRS 239B.030**

26 The undersigned does hereby affirm that the preceding document does not contain the

27 ///

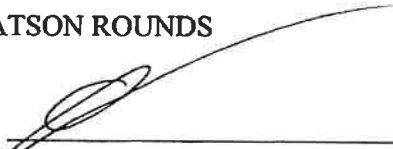
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social security number of any person.

DATED: January 16, 2013.

WATSON ROUNDS

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

Attorneys for Plaintiff Jed Margolin

CERTIFICATE OF SERVICE

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

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

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

Alborz Zandian
9 Almanzora
Newport Beach, CA 92657-1613

Dated: January 16, 2013



Nancy R. Lindsley

Exhibit 1

Exhibit 1

REC'D & FILED

2013 JAN 15 AM 10: 44

ALAN GLOVER

BY CLERK
DEPUTY

In The First Judicial District Court of the State of Nevada

In and for Carson City

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

ORDER GRANTING PLAINTIFF'S
MOTION FOR SANCTIONS UNDER
NRCP 37

On December 14, 2012, Plaintiff filed his motion for an Order striking the General Denial of Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA ZANDIAN JAZI ("Zandian") and awarding Margolin his fees and costs incurred in bringing this Motion. No opposition has been filed.

Based on the foregoing and good cause appearing,

IT IS HEREBY ORDERED that Plaintiff's motion for sanctions under NRCP 37 is granted;

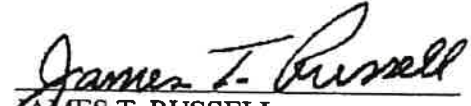
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IT IS FURTHER ORDERED that the General Denial filed by Zandian on or about March 5, 2012 is stricken; and


IT IS FURTHER ORDERED that Plaintiff shall be awarded his fees and costs incurred his motion, and file an application for fees and a memorandum of costs relating to his motion.

Dated this 14th day of January, 2013.


JAMES T. RUSSELL
DISTRICT COURT JUDGE

Respectfully Submitted,

WATSON ROUNDS


Matthew D. Francis
Adam P. McMillen
5371 Kietzke Lane
Reno, NV 89511
Telephone: (775) 324-4100
Facsimile: (775) 333-8171

Attorneys for Plaintiff

ORIGINAL

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

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ALAN GLCVER
BY [Signature] DEPUTY CLERK

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

12 **JED MARGOLIN, an individual,**

13 **Plaintiff,**

14 **vs.**

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

26 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

DECLARATION OF ADAM P.
MCMILLEN IN SUPPORT OF
PLAINTIFF'S APPLICATION FOR
ATTORNEY'S FEES AND COSTS

27 I, Adam P. McMillen, do hereby declare and state as follows:

28 1. I am a lawyer at the law firm of Watson Rounds located at 5371 Kietzke Lane, Reno, Nevada 89511. This declaration is based upon my personal knowledge, and is made in support of Plaintiff's Application for Attorney's Fees and Costs.

2. I am an attorney responsible for the billings in this case. I can authenticate the following information as true and correct. The time and amount billed has been reviewed and edited and the fees and costs charged are reasonable.

1 3. In its January 14, 2013 Order Granting Plaintiff's Motion for Sanctions Under
2 NRCP 37, the Court stated that "Plaintiff shall be awarded his fees and costs incurred in
3 bringing his Motion, and file an application for fees and a memorandum of costs relating to
4 his Motion." The following is a list of the fees and costs specifically relating to Plaintiff's
5 Motion for Sanctions Under NRCP 37. A true and correct copy of a redacted client ledger for
6 the following entries is attached hereto as Exhibit 1.

7 3A. On December 12, 2012, Matthew Francis, a partner at Watson Rounds, and I
8 spent a total of 4.9 hours drafting the Motion for Sanctions and the accompanying declaration
9 of Adam P. McMillen. Our hourly rate for this matter is \$300 per-hour. The task necessarily
10 required review of legal authorities, chronicling the discovery dispute for the Court,
11 researching, and compiling exhibits for the Motion. See Exhibit 1.

12 3B. On December 12, 2012, my assistant Nancy Lindsley reviewed the draft
13 Motion for Sanctions and declaration of Adam P. McMillen in Support thereof. Ms. Lindsley
14 also prepared the exhibits for the Motion. Additionally, on December 14, 2012, Ms. Lindsley
15 spent .5 revising the draft motion and filing and serving the motion. Ms. Lindsley spent 1.5
16 hours on this project. Her hourly rate as a paralegal for this matter is \$125 per-hour. See
17 Exhibit 1.

18 3C. On January 8, 2013, Matthew Francis and I spent a total of 2.8 hours drafting a
19 proposed order on the motion. Also on January 8, 2013, Ms. Lindsley spent .8 hours on this
20 project, determining if a response or opposition had been filed and in preparing a proposed
21 request for submission of the motion. On January 10, 2013, Ms. Lindsley spent .5 hours
22 revising the request for submission and filing and serving the same; and, on January 16, 2013,
23 Ms. Lindsley prepared a draft Notice of Entry of Order Granting Sanctions and filed and
24 served the same. Ms. Lindsley spent a total of 1.8 hours on this project. Postage, photocopies
25 and courier costs for filing and serving the Motion equated to \$69.20. See Exhibit 1.

26 4. As delineated above and in Exhibit 1, Matthew Francis and I spent a total of
27 7.7 hours in bringing Plaintiff's Motion For Sanctions Under NRCP 37, which equates to a
28 grand total of \$2,310.00. Ms. Lindsley spent a total of 3.3 hours of billable work on this

1 project, which equates to a grand total of \$412.50. The total fees requested are therefore
2 \$2,722.50.

3 5. The costs involved with this project equated to \$69.20. The costs requested are
4 therefore \$69.20.

5 I declare under penalty of perjury that the foregoing is true and correct to the best of
6 my knowledge.

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

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

10 DATED this 15th day of February, 2013.

WATSON ROUNDS

11 By: 

12 Matthew D. Francis

13 Adam P. McMillen

5371 Kietzke Lane

14 Reno, NV 89511

15 Telephone: (775) 324-4100

16 Facsimile: (775) 333-8171

17 Attorneys for Plaintiff

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CERTIFICATE OF SERVICE

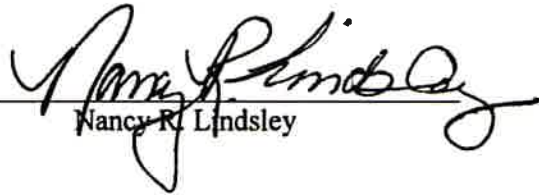
Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **DECLARATION OF ADAM P. MCMILLEN IN SUPPORT OF PLAINTIFF'S APPLICATION FOR ATTORNEY'S FEES AND COSTS**, addressed as follows:

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

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

Alborz Zandian
9 Almanzora
Newport Beach, CA 92657-1613

Dated: February 15, 2013.


Nancy R. Lindsley

1148

Exhibit 1

Exhibit 1

Data Entry #	Received From/Paid To Explanation	Chq# Rec#	Dec/ 1/2012 To Feb/11/2013			Trust Activity				
			General	Diabs	Fees	Inv#	Acc	Rcpts	Diabs	Balance

5457 Margolin, Jed

REDACTED

Dec 12/2012 1066012	Lawyer: APM 2.80 Hrs X 300.00 Draft motion for sanctions against Zandian.				840.00	119477				
Dec 12/2012 1066018	Lawyer: APM 0.60 Hrs X 300.00 Draft declaration in support of motion for sanctions against Zandian.				180.00	119477				
Dec 12/2012 1066032	Lawyer: NRL 1.00 Hrs X 125.00 Review/proof Motion for Sanctions; and, Declaration of APM in Support of Same; commence compilation of exhibits to declaration.				125.00	119477				
Dec 13/2012 1066448	Lawyer: MDF 1.50 Hrs X 300.00 Review and revise motion for sanctions and McMillen declaration in support thereof/Conference with APM re: same				450.00	119477				

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Watson Rounds
Client Ledger
Dec/ 1/2012 To Feb/11/2013

Date	Received From/Paid To Entry # Explanation	Chq# Rec#	Dec/ 1/2012 To Feb/11/2013		Fees	Bld Inv#	Trust Activity			
			General	Disbs			Acc	Rcpts	Diabs	Balance
Dec 14/2012	Lawyer: NRL 0.50 Hrs X 125.00									
1066136	Revise Motion for Sanctions; file and serve same.				62.50	119477				
Dec 14/2012	Expense Recovery									
1066679	Postage	15928		5.70		119477				
Dec 14/2012	Expense Recovery									
1068233	Photocopies 114 @ 0.25 - Motion for sanctions/declaration	15947		28.50		119477				
Dec 17/2012	Reno/Carson Messenger Service, Ir.									
1067317	Courier expense			35.00		119477				

REDACTED

Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	----- Trust Activity -----			Fees	Bld Inv#	Acc	Rcpts	Diabs	Balance
				General								
		119477										
Jan 8/2013	1070095	Lawyer: APM 0.10 Hrs X 300.00 Draft request for submission of motion for sanctions.				30.00	119936					
Jan 8/2013	1070111	Lawyer: APM 0.80 Hrs X 300.00 Draft proposed order granting motion for sanctions.				240.00	119936					
Jan 8/2013	1070137	Lawyer: NRL 0.80 Hrs X 125.00 Telephone conference with Court Clerk to determine if response to Motion for Sanctions had been filed; preparation of of proposed Request for Submission of Motion for Sanctions; review file to determine date General Denial filed; telephone conference with Court Clerk to determine same.				100.00	119936					
Jan 8/2013	1070213	Lawyer: MDF 1.00 Hrs X 300.00 Review proposed order granting motion for sanctions/Draft and review emails to and from APM re: same/Forward order to APM				300.00	119936					
Jan 10/2013	1070820	Lawyer: APM 0.40 Hrs X 300.00 Continue drafting proposed order on motion for sanctions against Zandian.				120.00	119936					
Jan 10/2013	1070844	Lawyer: NRL 0.50 Hrs X 125.00 Revise Request for Submission; serve and file same with proposed Order Granting Motion.				62.50	119936					
Jan 10/2013	1071121	Lawyer: MDF 0.50 Hrs X 300.00 Review proposed order on motion for sanctions/Conference with APM re: same				150.00	119936					

REDACTED

Jan 16/2013	1071451	Lawyer: NRL 0.50 Hrs X 125.00 Preparation of draft Notice of Entry of Order Granting Sanctions; serve and file same.				62.50	119936					
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REDACTED

ORIGINAL

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ALAN GLOVER

BY *[Signature]* CLERK
DEPUTY

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

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

PLAINTIFF'S APPLICATION FOR
ATTORNEY'S FEES AND COSTS

21
22 Pursuant to this Court's January 15, 2013 Order Granting Plaintiff's Motion for
23 Sanctions Under NRCP 37, Plaintiff Jed Margolin ("Plaintiff") hereby submits this
24 Application for Attorney's Fees and Costs.

25 ///

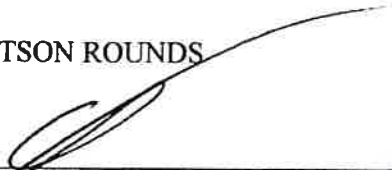
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This Application is based upon the pleadings and papers on file in this matter, the accompanying Memorandum of Points and Authorities, the Declaration of Adam P. McMillen in Support of Plaintiff's Application for Attorney's Fees and Costs ("McMillen Decl."), and any requested oral argument.

DATED this 15 day of February, 2013. WATSON ROUNDS

By: 

Matthew D. Francis
Adam P. McMillen
5371 Kietzke Lane
Reno, NV 89511
Telephone: (775) 324-4100
Facsimile: (775) 333-8171

Attorneys for Plaintiff

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **A. BACKGROUND**

3 On December 14, 2012, Jed Margolin filed Plaintiff's Motion for Sanctions Under
4 NRC 37 in the above-captioned matter. In its Motion, Plaintiff requested that this Court
5 strike Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM
6 REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka
7 GHONONREZA ZANDIAN JAZI's ("Zandian") General Denial and award Plaintiff his fees
8 and costs incurred in bringing the Motion. No opposition to Plaintiff's Motion was filed.

9 On January 15, 2013, this Court entered an Order granting Plaintiff's Motion for
10 Sanctions Under NRC 37. In its Order, this Court ordered, that the Denial of Zandian be
11 stricken and that "Plaintiff shall be awarded its fees and costs incurred in bringing his Motion,
12 and file an application for fees and a memorandum of costs relating to his Motion."

13 On December 12, 2012, Plaintiff's counsel spent a total of 4.9 hours drafting the
14 Motion for Sanctions and the accompanying declaration of Adam P. McMillen. McMillen
15 Decl., ¶ 3A. Plaintiff's counsel's hourly rate for this matter is \$300 per-hour. *Id.* The task
16 necessarily required review of legal authorities, chronicling the dispute for the Court,
17 researching, and compiling exhibits for the Motion. *Id.* Also, on December 12, 2012,
18 Plaintiff's counsel's assistant reviewed the draft Motion for Sanctions and declaration of
19 counsel in Support thereof and prepared the exhibits for the Motion. Additionally, on
20 December 14, 2012, counsel's assistant spent .5 revising the draft motion and filing and
21 serving the motion. Counsel's assistant spent 1.5 hours on this project. Her hourly rate as a
22 paralegal for this matter is \$125 per-hour. McMillen Decl., ¶ 3B.

23 On January 8, 2013, Plaintiff's counsel spent a total of 2.8 hours drafting a proposed
24 order on the Motion. McMillen Decl., ¶ 3C. Also on January 8, 2013, counsel's assistant
25 spent .8 hours on this project, determining if a response or opposition had been filed and in
26 preparing a proposed request for submission of the motion. On January 10, 2013, counsel's
27 assistant spent .5 hours revising the request for submission and filing and serving the same;
28 and, on January 16, 2013, the assistant prepared a draft Notice of Entry of Order Granting

1 Sanctions and filed and served the same. Counsel's assistant spent a total of 1.8 hours on this
2 project. McMillen Decl. ¶ 3C. Postage, photocopies and courier costs for filing and serving
3 the Motion equated to \$69.20.

4 **B. ARGUMENT**

5 NRCP 37(d)(2) provides that:

6 If a party . . . fails (2) to serve answers or objections to interrogatories
7 submitted under Rule 33, after proper service of the interrogatories, or (3) to
8 serve a written response to a request for inspection submitted under Rule 34,
9 after proper service of the request, the court in which the action is pending on
10 motion may make such orders in regard to the failure as are just, and among
11 others it may take any action authorized under subparagraphs (A), (B), and (C)
12 of subdivision (b)(2) of this rule.

11 NRCP 37(b)(2) provides that:

12 In lieu of any of the foregoing orders or in addition thereto, the court shall
13 require the party failing to obey the order or the attorney advising that party or
14 both to pay the reasonable expenses, including attorney's fees, caused by the
15 failure

15 As set forth above, the Court has ordered that Plaintiff be awarded his fees and costs
16 incurred in bringing his Motion for Sanctions Under NRCP 37. *See supra*. This Order was
17 reasonable and made pursuant to NRCP 37 and Nevada law. *Id*.

18 As delineated above and in Exhibit 1, Plaintiff's counsel spent a total of 7.7 hours in
19 bringing Plaintiff's Motion For Sanctions Under NRCP 37, which equates to a grand total of
20 \$2,310.00. McMillen Decl., ¶ 4; *see supra*. Counsel's assistant spent a total of 3.3 hours of
21 billable work on this project, which equates to a total of \$412.50. The total of fees requested
22 are therefore \$2,722.50. *Id*. The costs requested are \$69.65. McMillen Decl., ¶ 5. As such,
23 Plaintiff respectfully requests that the Court order that Defendant Zandian pay Plaintiff's fees
24 and costs incurred in bringing its Motion for Sanctions Under NRCP 37 in the total amount of
25 \$2,792.15.

26 **C. CONCLUSION**

27 For all of the foregoing reasons, Plaintiff requests that its Application for Fees and
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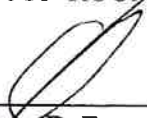
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Costs be granted in the manner requested.

AFFIRMATION PURSUANT TO NRS 239B.030

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

DATED this 15 day of February, 2013. WATSON ROUNDS

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

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, PLAINTIFF'S APPLICATION FOR ATTORNEY'S FEES AND COSTS, addressed as follows:

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

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

Alborz Zandian
9 Almanzora
Newport Beach, CA 92657-1613

Dated: February 15, 2013


Nancy Lindsley

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

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ALAN GLOVER
BY *Alan Glover*
DEPUTY

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

12 **JED MARGOLIN, an individual,**

13 **Plaintiff,**

14 **vs.**

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

26 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

DECLARATION OF MAILING

27 I, NANCY R. LINDSLEY, declare under the penalty of perjury under the laws
28 of the State of Nevada, as follows:

1. I am an employee of the law firm of Watson Rounds, P.C. Watson Rounds
represents the Plaintiff JED MARGOLIN in connection with the above-captioned matter.

2. On February 15, 2013, I deposited for mailing in a sealed envelope with

1 first-class postage prepaid, a true and correct copy of Plaintiff's Application for Attorney's
2 Fees and Costs; and, the Declaration of Adam P. McMillen in Support of Plaintiff's
3 Application for Attorney's Fees and Costs.

4 3. On February 19, 2013, the U.S. Post Office returned the mailings to
5 Watson Rounds, indicating additional postage was required.

6 4. On February 19, 2013, I re-deposited for mailing in sealed envelopes with
7 first-class postage prepaid, a true and correct copy of Plaintiff's Application for Attorney's
8 Fees and Costs; and, the Declaration of Adam P. McMillen in Support of Plaintiff's
9 Application for Attorney's Fees and Costs, addressed as follows:

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

13 Reza Zandian
14 8775 Costa Verde Blvd, Apt. 501
15 San Diego, CA 92122

16 Alborz Zandian
17 9 Almanzora
18 Newport Beach, CA 92657-1613

19 EXECUTED at Reno, Nevada this 27th day of February, 2013.

20 
21 Nancy R. Lindsley

REC'D & FILED

March 28, 2013

Date

ALAN GLOVER

CLERK

By

C. Shihab

Deputy

1 Case No. 09 0C 00579 1B

2 Dept. No. I

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4
5 In The First Judicial District Court of the State of Nevada
6 In and for Carson City

7 JED MARGOLIN, an individual,

8 Plaintiff,

9 vs.

DEFAULT

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

21 Defendants.

22 On January 15, 2013, this Court entered an Order striking the General Denial of
23 Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA
24 ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA
25 ZANDIAN JAZI ("Zandian"). A true and correct copy of said Order is attached hereto as
26 Exhibit 1. Because Zandian's General Denial is stricken, Zandian is in default for failure to
27 plead or otherwise defend as required by law. DEFAULT is therefore entered against
28 Defendant Zandian this 28th day of March, 2013.

Alan Glover

CLERK OF THE COURT

BY:

C. Shihab

DEPUTY CLERK

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, DEFAULT, addressed as follows:

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

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

Alborz Zandian
9 Almanzora
Newport Beach, CA 92657-1613

Dated: _____, 2013.

Nancy R. Lindsley

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

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ALAN GLOVER
B. [Signature]
REDFIT

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

24 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

REQUEST FOR SUBMISSION

25 No opposition having been filed, it is hereby requested that the following documents be
26 submitted to the Court for decision:

- 27 1) Plaintiff's Application for Attorney's Fees and Costs, filed February 20, 2013;
28 2) Declaration of Adam McMillen in Support of Plaintiff's Application for Attorney's
Fees and Costs, filed February 20, 2013; and,
3) *Proposed* Order Granting Plaintiff's Application for Attorney's Fees and Costs.


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Affirmation Pursuant to NRS 239B.030

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

DATED: March 27 2013.

WATSON ROUNDS

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

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CERTIFICATE OF SERVICE

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

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

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

Alborz Zandian
9 Almanzora
Newport Beach, CA 92657-1613

Dated: March 27, 2013.



Nancy R. Lindsley

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ALBA GLOVER
BY *[Signature]* CLERK
DEPUTY

In The First Judicial District Court of the State of Nevada

In and for Carson City

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

ORDER GRANTING PLAINTIFF'S
APPLICATION FOR ATTORNEY'S
FEES AND COSTS

On February 20, 2013, Plaintiff filed his Application for Attorney's Fees and Costs. No opposition has been filed.

Based on the foregoing and good cause appearing,

IT IS HEREBY ORDERED that Plaintiff's Application for Attorney's Fees and Costs is granted;

IT IS FURTHER ORDERED that Plaintiff shall be awarded his fees and costs pursuant

///

1 to his Application for Fees and Costs, in the total amount of \$2,792.15.

2 DATED: This 29th day of March, 2013.

3
4 
5 JAMES T. RUSSELL
6 DISTRICT COURT JUDGE

7 Respectfully Submitted,

8 WATSON ROUNDS

9
10 _____
11 Matthew D. Francis
12 Adam P. McMillen
13 5371 Kietzke Lane
14 Reno, NV 89511
15 Telephone: (775) 324-4100
16 Facsimile: (775) 333-8171

17 Attorneys for Plaintiff
18
19
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1 Matthew D. Francis (6978)
2 Adam P. McMillen (10678)
3 WATSON ROUNDS
4 5371 Kietzke Lane
5 Reno, NV 89511
6 Telephone: 775-324-4100
7 Facsimile: 775-333-8171
8 *Attorneys for Plaintiff Jed Margolin*

REC'D & FILED
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ALAN GLOVER
BY [Signature] CLERK

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

**JED MARGOLIN, an individual,
Plaintiff,**

vs.

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

Case No.: 090C00579 1B

Dept. No.: 1

NOTICE OF ENTRY OF ORDER

TO: All parties:

PLEASE TAKE NOTICE that on March 29, 2013, the Court entered its Order Granting Plaintiff's Application for Attorney's Fees and Costs in the above-entitled matter. Attached as Exhibit 1 is a true and correct copy of the Order Granting Plaintiff's Application for Attorney's Fees and Costs.

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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: April 2, 2013

WATSON ROUNDS

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

Attorneys for Plaintiff Jed Margolin

CERTIFICATE OF SERVICE


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

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

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

Alborz Zandian
9 Almanzora
Newport Beach, CA 92657-1613

Dated: April 2, 2013



Nancy R. Lindsley

Exhibit 1

Exhibit 1

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ALAN GLOVER
BY **G. FRANZ** CLERK
DEPUTY

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

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

Case No.: 090C00579 1B
Dept. No.: 1

ORDER GRANTING PLAINTIFF'S
APPLICATION FOR ATTORNEY'S
FEES AND COSTS

On February 20, 2013, Plaintiff filed his Application for Attorney's Fees and Costs. No opposition has been filed.

Based on the foregoing and good cause appearing,

IT IS HEREBY ORDERED that Plaintiff's Application for Attorney's Fees and Costs is granted;

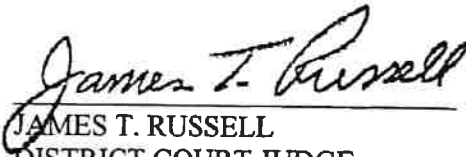
IT IS FURTHER ORDERED that Plaintiff shall be awarded his fees and costs pursuant

///

1170

1 to his Application for Fees and Costs, in the total amount of \$2,792.15.

2 DATED: This 29th day of March, 2013.

3
4 
5 JAMES T. RUSSELL
6 DISTRICT COURT JUDGE

7 Respectfully Submitted,


8 WATSON ROUNDS

9
10 _____
11 Matthew D. Francis
12 Adam P. McMillen
13 5371 Kietzke Lane
14 Reno, NV 89511
15 Telephone: (775) 324-4100
16 Facsimile: (775) 333-8171

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

REC'D & FILED
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ALAN GLOVER
BY  CLERK
DEPUTY

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

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

Case No.: 090C00579 1B
Dept. No.: 1

NOTICE OF ENTRY OF DEFAULT

TO: All parties:
PLEASE TAKE NOTICE that on March 28, 2013 the Court entered a Default in the
above-referenced matter, against Defendants Optima Technology Corporation, a Nevada
corporation and Optima Technology Corporation, a California corporation. Attached as
Exhibit 1 is a true and correct copy of such Default.

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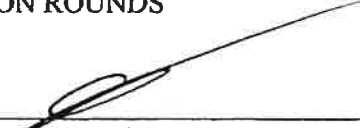
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Affirmation Pursuant to NRS 239B.030

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

DATED: April 2, 2013.

WATSON ROUNDS

By: 

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

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, **Notice of Entry of Default**, addressed as follows:

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

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

Alborz Zandian
9 Almanzora
Newport Beach, CA 92657-1613

Dated: April 2, 2013

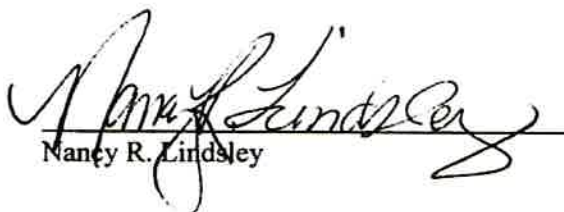

Nancy R. Lindsley

Exhibit 1

Exhibit 1

REC'D & FILED

March 28, 2013

Date

ALAN GLOVER
CLERK

By C. GRIBBLE

Deputy

1 Case No. 09 OC 00579 1B

2 Dept. No. I

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5

In The First Judicial District Court of the State of Nevada

6

In and for Carson City

7

JED MARGOLIN, an individual,

8

Plaintiff,

9

vs.

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DEFAULT

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

17

Defendants.

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On January 15, 2013, this Court entered an Order striking the General Denial of
Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA
ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA
ZANDIAN JAZI ("Zandian"). A true and correct copy of said Order is attached hereto as
Exhibit 1. Because Zandian's General Denial is stricken, Zandian is in default for failure to
plead or otherwise defend as required by law. DEFAULT is therefore entered against
Defendant Zandian this 28th day of March, 2013.

26

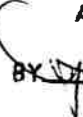
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Alan Glover
CLERK OF THE COURT

BY: C. GRIBBLE
DEPUTY CLERK

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

REC'D & FILED ✓
2019 APR -5 AM 11:46
ALAN GLOVER
BY  CLERK
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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

**AMENDED NOTICE OF ENTRY
OF DEFAULT**

TO: All parties:
PLEASE TAKE NOTICE that on March 28, 2013 the Court entered a Default in the
above-referenced matter, against Defendant REZA ZANDIAN, aka GOLAMREZA
ZANDIANJAZI, aka GHOLAM REZA ZANDIAN, aka REZA JAZI, aka J. REZA JAZI, aka
G. REZA JAZI, aka GHONONRESA ZANDIAN JAZI . Attached as Exhibit 1 is a true and
correct copy of such Default.
///
///

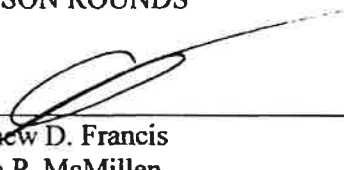
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Affirmation Pursuant to NRS 239B.030

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

DATED: April 4, 2013.

WATSON ROUNDS

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

Attorneys for Plaintiff Jed Margolin

CERTIFICATE OF SERVICE

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

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

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

Alborz Zandian
9 Almanzora
Newport Beach, CA 92657-1613

Dated: April 4, 2013



Nancy R. Lindsley

Exhibit 1

Exhibit 1

REC'D & FILED

March 28, 2013 Date

ALAN GLOVER
CLERK

By C. GRIBBLE
Deputy

1 Case No. 09 OC 00579 1B

2 Dept. No. I

3
4
5 In The First Judicial District Court of the State of Nevada

6 In and for Carson City

7
8 JED MARGOLIN, an individual,

9 Plaintiff,

10 vs.

DEFAULT

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

22 Defendants.

23 On January 15, 2013, this Court entered an Order striking the General Denial of
24 Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA
25 ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka GHONONREZA
26 ZANDIAN JAZI ("Zandian"). A true and correct copy of said Order is attached hereto as
27 Exhibit 1. Because Zandian's General Denial is stricken, Zandian is in default for failure to
28 plead or otherwise defend as required by law. DEFAULT is therefore entered against
Defendant Zandian this 28th day of March, 2013.

Alan Glover
CLERK OF THE COURT

BY: C. GRIBBLE
DEPUTY CLERK

1181

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

REC'D & FILED

2013 APR 17 AM 11:39

LAN GLOVER
BY *J. Margolin*
DEFENDANT

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

9 **JED MARGOLIN, an individual,**

10 **Plaintiff,**

11 **vs.**

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

23 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**APPLICATION FOR DEFAULT
JUDGMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

24 Plaintiff Jed Margolin hereby applies for a default judgment pursuant to NRC
25 55(b)(2) against Defendants Reza Zandian ("Zandian"), Optima Technology Corporation, a
26 Nevada corporation, and Optima Technology Corporation, a California corporation, in the
27 principal amount of \$1,497,328.90, together with interest at the legal rate accruing from the
28 date of default judgment. This Application is based upon the grounds that the Defendants are
in default for failure to plead or otherwise defend as required by law.

Based on the following arguments and evidence, Plaintiff requests that the Court enter
judgment in his favor, and against Defendants, in the manner set forth in the Attached Default

1 Judgment. Defendants are not infants or incompetent persons, and are not in the military
2 service of the United States as defined by 50 U.S.C. § 521.

3 The facts contained in Plaintiff's Amended Complaint, and further discussed below,
4 warrant entry of Final Judgment against Defendants for conversion, tortious interference with
5 contract, intentional interference with prospective economic advantage, unjust enrichment, and
6 unfair and deceptive trade practices.

7 **MEMORANDUM OF POINTS AND AUTHORITIES**

8 **I. FACTUAL BACKGROUND**

9 Plaintiff Jed Margolin is the named inventor on United States Patent No. 5,566,073
10 ("the '073 Patent"), United States Patent No. 5,904,724 ("the '724 Patent"), United States
11 Patent No. 5,978,488 ("the '488 Patent") and United States Patent No. 6,377,436 ("the '436
12 Patent") (collectively "the Patents"). See Amended Complaint, filed 8/11/11, ¶¶ 9-10. In
13 2004, Mr. Margolin granted to Robert Adams, then CEO of Optima Technology, Inc. (later
14 renamed Optima Technology Group (hereinafter "OTG"), a Cayman Islands Corporation
15 specializing in aerospace technology) a Power of Attorney regarding the Patents. *Id.* at ¶ 11.
16 Subsequently, Mr. Margolin assigned the '073 and '724 Patents to OTG and revoked the
17 Power of Attorney. *Id.* at ¶ 13.

18 In May 2006, OTG and Mr. Margolin licensed the '073 and '724 Patents to Geneva
19 Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to a royalty agreement
20 between Mr. Margolin and OTG. *Id.* at ¶ 12. On or about October 2007, OTG licensed the
21 '073 Patent to Honeywell International, Inc., and Mr. Margolin received a royalty payment
22 pursuant to a royalty agreement between Mr. Margolin and OTG. *Id.* at ¶ 14.

23 On or about December 5, 2007, Defendants filed with the U.S. Patent and Trademark
24 Office ("USPTO") fraudulent assignment documents allegedly assigning all four of the Patents
25 to Optima Technology Corporation ("OTC"), a company apparently owned by Defendant
26 Zandian at the time. *Id.* at ¶ 15. Shortly thereafter, on November 9, 2007, Mr. Margolin,
27 Robert Adams, and OTG were named as defendants in the case titled *Universal Avionics*
28 *Systems Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the

1 “Arizona action”). *Id.* at ¶ 17. Zandian was not a party in the Arizona action. Nevertheless,
2 the plaintiff in the Arizona action asserted that Mr. Margolin and OTG were not the owners of
3 the ‘073 and ‘724 Patents, and OTG filed a cross-claim for declaratory relief against Optima
4 Technology Corporation (“OTC”) in order to obtain legal title to the respective patents. *Id.*

5 On August 18, 2008, the United States District Court for the District of Arizona
6 entered a default judgment against OTC and found that OTC had no interest in the ‘073 or
7 ‘724 Patents, and that the assignment documents filed with the USPTO were “forged, invalid,
8 void, of no force and effect.” *Id.* at ¶ 18; *see also* Exhibit B to Zandian’s Motion to Dismiss,
9 dated 11/16/11, on file herein.

10 Due to Defendants’ fraudulent acts, title to the Patents was clouded and interfered with
11 Plaintiff’s and OTG’s ability to license the Patents. *Id.* at ¶ 19. In addition, during the period
12 of time Mr. Margolin worked to correct record title of the Patents in the Arizona action and
13 with the USPTO, he incurred significant litigation and other costs associated with those
14 efforts. *Id.* at ¶ 20.

15 II. PROCEDURAL BACKGROUND

16 Plaintiff filed his Complaint on December 11, 2009, and the Complaint was personally
17 served on Defendant Zandian on February 2, 2010, and on Defendants Optima Technology
18 Corporation, a Nevada corporation, and Optima Technology Corporation, a California
19 corporation on March 21, 2010. Defendant Zandian’s answer to Plaintiff’s Complaint was due
20 on February 22, 2010, but Defendant Zandian did not answer the Complaint or respond in any
21 way. Default was entered against Defendant Zandian on December 2, 2010, and Plaintiff
22 filed and served a Notice of Entry of Default on Defendant Zandian on December 7, 2010 and
23 on his last known attorney on December 16, 2010.

24 The answers of Defendants Optima Technology Corporation, a Nevada corporation,
25 and Optima Technology Corporation, a California corporation, were due on March 8, 2010,
26 but Defendants did not answer the Complaint or respond in any way. Default was entered
27 against Defendants Optima Technology Corporation, a Nevada corporation, and Optima
28 Technology Corporation, a California corporation on December 2, 2010. Plaintiff filed and

1 served a Notice of Entry of Default on the corporate entities on December 7, 2010 and on their
2 last known attorney on December 16, 2010.

3 The defaults were set aside and Defendant Zandian's motion to dismiss was denied on
4 August 3, 2011. On September 27, 2011, this Court ordered that service of process against all
5 Defendants may be made by publication. As manifested by the affidavits of service, filed
6 herein on November 7, 2011, all Defendants were duly served by publication by November
7 2011.

8 On February 21, 2012, the Court denied Zandian's motion to dismiss the Amended
9 Complaint. On March 5, 2012, Zandian served a General Denial to the Amended Complaint.
10 On March 13, 2012, the corporate Defendants served a General Denial to the Amended
11 Complaint.

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

18 On July 16, 2012, Mr. Margolin served Zandian with Mr. Margolin's First Set of
19 Requests for Admission, First Set of Interrogatories and First Set of Requests for Production of
20 Documents, but Zandian never responded to these discovery requests. As such, on December
21 14, 2012, Mr. Margolin filed and served a Motion for Sanctions pursuant to NRCP 37. In this
22 Motion, Mr. Margolin requested this Court strike the General Denial of Zandian and award
23 Mr. Margolin his fees and costs incurred in bringing the Motion.

24 On January 15, 2013, this Court issued an order striking the General Denial of Zandian
25 and awarding his fees and costs incurred in bringing the NRCP 37 Motion. A default was
26 entered against Zandian on March 28, 2013, and a notice of entry of default judgment was
27 filed on April 5, 2013.

28 Plaintiff now applies for a default judgment against all Defendants.

1 III. ARGUMENT

2 NRCP 55(b)(2) allows a party to apply to the Court for a default judgment. As set
3 forth above, defaults have been properly entered against all Defendants. Default was entered
4 against the corporate Defendants because they did not obtain counsel to represent them and
5 they ignored the Court's order to obtain counsel. Default was entered against Zandian as a
6 discovery sanction. When default is entered as a result of a discovery sanction, the non-
7 offending party need only establish a prima facie case in order to obtain a default judgment.
8 *Foster v. Dingwall*, 126 Nev. Adv. Op. 6, 227 P.3d 1042, 1049 (Nev. 2010) (default judgment
9 entered and upheld after pleadings were stricken as a result of discovery sanction). Where a
10 district court enters default, the facts alleged in the pleadings will be deemed admitted. *Id.*,
11 *citing Estate of LoMastro v. American Family Ins.*, 124 Nev. 1060, 1068, 195 P.3d 339, 345 n.
12 14 (2008). Thus, the district court shall consider the allegations deemed admitted to determine
13 whether the non-offending party has established a prima facie case for liability. *Foster*, 126
14 Nev. Adv. Op. 6, 227 P.3d at 1050.

15 The Nevada Supreme Court has defined a "prima facie case" as the "sufficiency of
16 evidence in order to send the question to the jury." *Id.*, *citing Vancheri v. GNLV Corp.*, 105
17 Nev. 417, 420, 777 P.2d 366, 368 (1989). A prima facie case is supported by sufficient
18 evidence when enough evidence is produced to permit a trier of fact to infer the fact at issue
19 and rule in the party's favor. *Foster*, 126 Nev. Adv. Op. 6, 227 P.3d at 1050, *citing Black's*
20 *Law Dictionary* 1310 (9th ed. 2009). Where the non-offending party seeks monetary relief, a
21 prima facie case requires the non-offending party to establish that the offending party's
22 conduct resulted in damages, the amount of which is proven by substantial evidence. *Foster*,
23 126 Nev. Adv. Op. 6, 227 P.3d at 1050, *citing Vancheri v. GNLV Corp.*, 105 Nev. at 420, 777
24 P.2d at 368.

25 As a result, all of the averments in Plaintiff's Complaint, other than those as to the
26 amount of damage, are admitted. *See supra*; *see also* NRCP 8(d). As set forth herein, a prima
27 facie case exists for Plaintiff's claims for relief for each of his causes of action and Plaintiff
28 has presented substantial evidence on the amount of damages he has incurred as a result of

1 Defendants' various tortious actions. *See supra.*; *see also* Amended Complaint; Declaration of
2 Jed Margolin in Support of Application for Default Judgment ("Margolin Decl."), dated
3 3/27/13, ¶ 3, Exhibit 2. As such, Plaintiff respectfully requests that judgment be entered in the
4 manner set forth in the proposed Default Judgment filed and served herewith.

5 **A. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
6 **SUPPORT HIS CLAIM FOR CONVERSION**

7 Conversion is "a distinct act of dominion wrongfully exerted over another's personal
8 property in denial of, or inconsistent with his title or rights therein or in derogation, exclusion,
9 or defiance of such title or rights." *Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606
10 (2002), *quoting Wantz v. Redfield*, 74 Nev. 196, 198 (1958)). Further, conversion is an act of
11 general intent, which does not require wrongful intent and is not excused by care, good faith,
12 or lack of knowledge. *Id.*, *citing Bader v. Cerri*, 96 Nev. 352, 357 n. 1 (1980). Conversion
13 applies to intangible property to the same extent it applies to tangible property. *See M.C.*
14 *Multi-Family Development, L.L.C. v. Crestdale Associates, Ltd.*, 193 P.3d 536 (Nev. 2008),
15 *citing Kremen v. Cohen*, 337 F.3d 1024, 1030 (9th Cir.2003)(expressly rejecting the rigid
16 limitation that personal property must be tangible in order to be the subject of a conversion
17 claim).

18 When a conversion causes "a serious interference to a party's rights in his property ...
19 the injured party should receive full compensation for his actual losses." *Winchell v. Schiff*,
20 193 P.3d 946, 950-951 (2008), *quoting Bader*, 96 Nev. at 356, overruled on other grounds by
21 *Evans*, 116 Nev. at 608, 611. The return of the property converted does not nullify the
22 conversion. *Bader*, 96 Nev. at 356.

23 As set forth in the Amended Complaint, Mr. Margolin owned the '488 and '436
24 Patents, and had a royalty interest in the '073 and '724 Patents. Complaint, ¶¶ 9-14.
25 Defendants filed false assignment documents with the USPTO in order to gain dominion over
26 the Patents. *Id.*, ¶ 15; Margolin Decl., Exhibit 2. Defendants failed to pay Mr. Margolin for
27 interfering with his property rights in the Patents. *Id.* at ¶¶ 22-24. Defendants' retention of
28 Mr. Margolin's Patents is inconsistent with his ownership interest therein and defied his legal

1 rights thereto. *Id.* As a direct and proximate result of Defendants' conversion of Mr.
2 Margolin's Patents, Mr. Margolin has suffered damages in the amount of \$300,000, which
3 includes the amount Mr. Margolin paid in attorneys' fees in the Arizona Action where the
4 Court ordered that the USPTO correct record title to the Patents (plus pre-judgment interest
5 and costs – discussed below). Margolin Decl., ¶ 4, Exhibit 3.

6 The \$300,000 in damages also consists of \$210,000 that would have been paid to
7 Plaintiff pursuant to a patent purchase agreement that was terminated as a result of the
8 Defendants' actions as stated in the Amended Complaint. *See* Margolin Decl., ¶ 5. Plaintiff
9 will provide documentation or specific details of the purchase agreement to the Court *in*
10 *camera* because of the confidentiality provisions in the agreement. *Id.* Also, Plaintiff can
11 state that on April 14, 2008, OTG entered into a purchase agreement to sell the '073 and '724
12 patents to another entity which would have netted Plaintiff \$210,000 on the sale of the
13 Patents. *Id.*; *see also* Amended Complaint, ¶¶ 11-14 (showing royalty agreement). The
14 purchase agreement also included a provision for post-patent sale royalty payments which
15 would have provided additional substantial income to the Plaintiff, which post-patent sale
16 royalty payment damages are not being claimed here. *Id.* Finally, the April 14, 2008 purchase
17 agreement provided the purchasing entity an opportunity to conduct due diligence regarding
18 the Arizona Action prior to consummation of the sale. *Id.* On June 13, 2008, the purchasing
19 entity wrote OTG and stated that they had completed their due diligence investigation and
20 determined that the Patents and/or the Arizona Action were not acceptable and therefore the
21 purchase agreement was terminated. *Id.* Thus, the purchase agreement was terminated
22 because of Defendants' actions as stated herein and in the Amended Complaint. *Id.*

23 Mr. Margolin has stated a claim for conversion and presented evidence to support that
24 claim and resulting damages.

25 **B. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
26 **SUPPORT HIS CLAIMS FOR TORTIOUS INTERFERENCE**

27 "In Nevada, an action for intentional interference with contract requires: (1) a valid and
28 existing contract; (2) the defendant's knowledge of the contract; (3) intentional acts intended or

1 designed to disrupt the contractual relationship; (4) actual disruption of the contract; and (5)
2 resulting damage." *J.J. Indus., L.L.C. v. Bennett*, 119 Nev. 269, 274 (2003), citing *Sutherland*
3 *v. Gross*, 105 Nev. 192, 772 P.2d 1287, 1290 (1989)). "At the heart of [an intentional
4 interference] action is whether Plaintiff has proved intentional acts by Defendant intended or
5 designed to disrupt Plaintiff's contractual relations...." *Nat. Right to Life P.A. Com. v. Friends*
6 *of Bryan*, 741 F. Supp. 807, 814 (D. Nev. 1990).

7 Here, the facts alleged in the Amended Complaint and admitted by Defendants prove
8 that Defendants intentionally interfered with Mr. Margolin's contract with OTG for the
9 payment of royalties by filing false assignment documents with the USPTO. Amended
10 Complaint, ¶¶ 26-30. Because the loss of title to the Patents prevented Mr. Margolin and OTG
11 from licensing the Patents, no royalties were paid. The illegal act of filing "forged, invalid
12 [and] void" documents with the USPTO support that Defendants had the requisite intent to
13 interfere with Mr. Margolin's contract to collect royalties. See Margolin Decl., Exhibit 2. As
14 a direct and proximate result of Defendants' interference of Plaintiff's contract with OTG,
15 Plaintiff has suffered damages in the amount of \$300,000, as related above.

16 **C. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
17 **SUPPORT HIS CLAIM FOR INTENTIONAL INTERFERENCE WITH**
18 **PROSPECTIVE ECONOMIC ADVANTAGE**

19 Interference with prospective economic advantage requires a showing of the following
20 elements: 1) a prospective contractual relationship between the plaintiff and a third party; 2)
21 the defendant's knowledge of this prospective relationship; 3) the intent to harm the plaintiff
22 by preventing the relationship; 4) the absence of privilege or justification by the defendant;
23 and, 5) actual harm to the plaintiff as a result of the defendant's conduct. *Leavitt v. Leisure*
Sports Incorporation, 103 Nev. 81, 88 (Nev. 1987).

24 As alleged in the Amended Complaint, Mr. Margolin and OTG had already licensed
25 the '073 and '724 Patents and were engaging in negotiations with other prospective licensees
26 of the Patents when Defendants filed the fraudulent assignment documents with the USPTO
27 with the intent to disrupt the prospective business. Complaint, ¶¶ 32-35. As a result of
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1 Defendants' acts, Plaintiff's prospective business relationships were disrupted and Plaintiff has
2 suffered damages in the amount of \$300,000, as stated above.

3 **D. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
4 **SUPPORT HIS CLAIM FOR UNJUST ENRICHMENT**

5 Unjust enrichment is the unjust retention of a benefit to the loss of another, or the
6 retention of money or property of another against the fundamental principles of justice or
7 equity and good conscience. *Mainor v. Nault*, 120 Nev. 750, 763 (Nev. 2004);
8 *Nevada Industrial Dev. V. Benedetti*, 103 Nev. 360, 363 n. 2 (1987). The essential elements of
9 a claim for unjust enrichment are a benefit conferred on the defendant by the plaintiff,
10 appreciation of the defendant of such benefit, and acceptance and retention by the defendant of
11 such benefit. *Topaz Mutual Co., Inc. v. Marsh*, 108 Nev. 845, 856 (1992), quoting
12 *Unionamerica Mtg. v. McDonald*, 97 Nev. 210, 212 (1981).

13 As set forth above and in the Amended Complaint, Mr. Margolin conferred a benefit
14 on Defendants when Defendants took record title of the Patents. See Amended Complaint, ¶
15 15. Defendants retained this benefit for approximately eight months and failed to provide any
16 payment for title to the Patents. *Id.* at ¶¶ 15-18. As a direct result of Defendants' unjust
17 retention of the benefit, Plaintiff suffered damages in the amount of \$300,000, as related
18 above.

19 **E. MR. MARGOLIN HAS PROVIDED ADMISSIBLE EVIDENCE TO**
20 **SUPPORT HIS CLAIM FOR UNFAIR TRADE PRACTICES**

21 Under N.R.S. § 598.0915, knowingly making a false representation as to affiliation,
22 connection, association with another person, or knowingly making a false representation in the
23 course of business constitutes unfair trade practices. By filing a fraudulent assignment
24 document with the USPTO, Defendants knowingly made a false representation to the USPTO
25 that Mr. Margolin and OTG had assigned the Patents to Defendants. See Amended Complaint,
26 ¶¶ 15, 42-43. As a result of Defendants' false representation, Mr. Margolin was deprived of
27 his ownership interests in the Patents for a period of approximately eight months.

28 The United States District Court for the District of Arizona ruled that OTC had no
interest in the '073 or '724 Patents, and that the assignment documents Defendants filed with

1 the USPTO were “forged, invalid, void, of no force and effect.” Margolin Decl., Exhibit 2.
2 Accordingly, Plaintiff has stated a claim for deceptive trade practices and has presented
3 evidence to support that claim and the resulting damages in the amount of \$300,000, as stated
4 above.

5 In addition, Plaintiff’s damages should be trebled pursuant to NRS 598.0999(3), which
6 states as follows:

7 The court may require the natural person, firm, or officer or managing agent of
8 the corporation or association to pay to the aggrieved party damages on all
9 profits derived from the knowing and willful engagement in a deceptive trade
10 practice and treble damages on all damages suffered by reason of the deceptive
11 trade practice.

12 *Id.* Accordingly, Plaintiff’s \$300,000 in damages should be trebled to \$900,000.

13 Also, Plaintiff is entitled to his attorney’s fees and costs in this action pursuant to NRS
14 598.0999(3), which states: “The court in any such action may, in addition to any other relief or
15 reimbursement, award reasonable attorney’s fees and costs.” Plaintiff’s attorney’s fees in this
16 case are \$83,761.25 to date. McMillen Declaration (“McMillen Decl.”), ¶ 2. Plaintiff’s costs
17 in this case are \$25,021.96. McMillen Decl., ¶ 3. The total fees and costs in this case are
18 \$108,783.21. As stated in the McMillen Decl., Plaintiff will provide its ledger *in camera* to
19 the Court for review. *Id.*

20 **E. MR. MARGOLIN IS ENTITLED TO PREJUDGMENT INTEREST**

21 NRS 99.040(1) provides, in pertinent part:

22 When there is no express contract in writing fixing a different rate of interest,
23 interest must be allowed at a rate equal to the prime rate at the largest bank in
24 Nevada, as ascertained by the Commissioner of Financial Institutions, on
25 January 1, or July 1, as the case may be, immediately preceding the date of the
26 transaction, plus 2 percent, upon all money from the time it becomes due....

27 *Id.*

28 In Nevada, the prejudgment interest rate on an award is the rate in effect at the time the
contract between the parties was signed. *Kerala Properties, Inc. v. Familian*, 122 Nev. 601,
604 (2006). As set forth above, Defendants committed the tortious acts on December 12,
2007. *See supra*. The controlling interest rate as of July 1, 2007 was 8.25%. *See* McMillen

1 Decl., Exhibit 1 (Prime Interest Rate table and information from the Nevada Division of
2 Financial Institutions). As a result, the proper interest rate for calculating prejudgment interest
3 is 10.25%. *Id.*; NRS 99.040.

4 As of December 12, 2007, the amount of \$900,000 was due and owing to Mr.
5 Margolin. Margolin Decl., ¶ 4, Exhibit 3. As a result, that amount has been due and owing for
6 at least 1,933 days (December 12, 2007 to March 27, 2013). The prejudgment interest amount
7 is therefore \$488,545.89 (.1025 x 1,933 days x \$900,000 divided by 365).

8 **F. MR. MARGOLIN IS ENTITLED TO COSTS**

9 NRS 18.020(1)-(3) provides, in pertinent part:

10 Costs must be allowed of course to the prevailing party against any adverse party
11 against whom judgment is rendered, in the following cases: 1) in an action for the
12 recovery of real property or a possessory right thereto; 2) in an action to recover the
13 possession of personal property, where the value of the property amounts to more
14 than \$2,500. The value must be determined by the jury, court or master by whom
the action is tried; 3) in an action for the recovery of money or damages, where the
plaintiff seeks to recover more than \$2,500.

15 *Id.*

16 If the Court grants this Application, Mr. Margolin will be the prevailing party under
17 NRS 18.020 and will therefore be entitled to costs thereunder. As discussed herein and in the
18 Complaint, Mr. Margolin is seeking to recover the value of property valued in excess of
19 \$2,500 as well as money and damages in the amount of \$900,000.

20 To date, Mr. Margolin has incurred costs in the amount of \$25,021.96. McMillen
21 Decl., ¶ 3.

22 **G. IN THE EVENT THE COURT IS NOT INCLINED TO ENTER
23 DEFAULT JUDGMENT AGAINST DEFENDANTS IN THE AMOUNT
24 AND MANNER REQUESTED, MR. MARGOLIN REQUESTS ORAL
ARGUMENT ON ITS APPLICATION**

25 NRCP 55(b)(2) provides in pertinent part: “[i]f, in order to enable the court to enter
26 judgment or to carry it into effect, it is necessary to take an account or to determine the amount
27 of damages or to establish the truth of any averment by evidence or to make an investigation of
28 any other matter, the court may conduct such hearings or order such references as it deems

1 necessary and proper....” *Id.* In the event the Court is not inclined to grant the requested
2 relief and enter the Proposed Default Judgment in Mr. Margolin’s favor based on this
3 Application alone, Mr. Margolin respectfully requests that oral argument be heard on this
4 matter and on Mr. Margolin’s claims for relief.

5 **IV. CONCLUSION**

6 In light of the foregoing, Plaintiff respectfully requests that this Application for Default
7 Judgment be granted, and the attached Default Judgment entered. As stated above, Plaintiff is
8 entitled to treble damages in the amount of \$900,000; prejudgment interest in the amount of
9 \$488,545.89; attorney’s fees in the amount of \$83,761.25; and costs in the amount of
10 \$25,021.96; for a total judgment of \$1,497,328.90.

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

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

14 Dated this 16th day of April, 2013.

15
16 BY: 

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

CERTIFICATE OF SERVICE

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

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

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

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

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

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

Dated: April 16, 2013


Nancy Lindsley

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

REC'D & FILED ✓

2013 APR 17 AM 11:40

ALAN GLOVER
Alan Glover
DEPT 2

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

12 **JED MARGOLIN, an individual,**

13 **Plaintiff,**

14 **vs.**

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

26 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

DECLARATION OF ADAM P.
MCMILLEN IN SUPPORT OF
APPLICATION FOR DEFAULT
JUDGMENT

27 I, Adam P. McMillen do hereby declare and state as follows:

28 1. I am an associate at the law firm of Watson Rounds located at 5371 Kietzke Lane, Reno, Nevada 89511. This declaration is based upon my personal knowledge, and is made in support of Plaintiff's Application for Default Judgment.

2. To date, Plaintiff has incurred billed and unbilled fees in the amount of \$83,761.25. A true and correct copy of a printout from the Watson Rounds client ledger will

1 be provided to the Court *in camera*. As a result, the total amount of fees incurred in this action
2 to date total \$83,761.25.

3 3. To date, Plaintiff has incurred billed and unbilled costs in the amount of
4 \$25,021.96. A true and correct copy of a printout from the Watson Rounds client ledger will
5 be provided to the Court *in camera*. As a result, the total amount of costs incurred in this
6 action to date total \$25,021.96.

7 4. A true and correct copy of the Prime Interest Rate as published by the Nevada
8 Division of Financial Institutions is attached hereto as Exhibit I.

9 5. I declare under penalty of perjury that the foregoing is true and correct to the
10 best of my knowledge.

11 **AFFIRMATION**

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

14 Dated this 16th day of April, 2013.

15 By: 
16 ADAM P. MCMILLEN

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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, **DECLARATION OF ADAM P. MCMILLEN**
5 **IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT**, addressed as follows:

6 **Reza Zandian**
7 **8775 Costa Verde Blvd. #501**
8 **San Diego, CA 92122**

9 **Optima Technology Corp.**
10 **A California corporation**
11 **8775 Costa Verde Blvd. #501**
12 **San Diego, CA 92122**

13 **Optima Technology Corp.**
14 **A Nevada corporation**
15 **8775 Costa Verde Blvd. #501**
16 **San Diego, CA 92122**

17 **Dated: April 16, 2013**

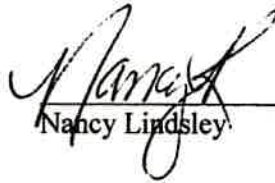
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19 _____
20 Nancy Lindsley

Exhibit 1

Exhibit 1

PRIME INTEREST RATE

NRS 99.040(1) requires:

"When there is no express contract in writing fixing a different rate of interest, interest must be allowed at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1, or July 1, as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due,"

Following is the prime rate as ascertained by the Commissioner of Financial Institutions:

January 1, 2013	3.25%	July 1, 2012	3.25%
January 1, 2012	3.25%	July 1, 2011	3.25%
January 1, 2011	3.25%	July 1, 2010	3.25%
January 1, 2010	3.25%	July 1, 2009	3.25%
January 1, 2009	3.25%	July 1, 2008	5.00%
January 1, 2008	7.25%	July 1, 2007	8.25%
January 1, 2007	8.25%	July 1, 2006	8.25%
January 1, 2006	7.25%	July 1, 2005	6.25%
January 1, 2005	5.25%	July 1, 2004	4.25%
January 1, 2004	4.00%	July 1, 2003	4.00%
January 1, 2003	4.25%	July 1, 2002	4.75%
January 1, 2002	4.75%	July 1, 2001	6.75%
January 1, 2001	9.50%	July 1, 2000	9.50%
January 1, 2000	8.25%	July 1, 1999	7.75%
January 1, 1999	7.75%	July 1, 1998	8.50%
January 1, 1998	8.50%	July 1, 1997	8.50%
January 1, 1997	8.25%	July 1, 1996	8.25%
January 1, 1996	8.50%	July 1, 1995	9.00%
January 1, 1995	8.50%	July 1, 1994	7.25%
January 1, 1994	6.00%	July 1, 1993	6.00%
January 1, 1993	6.00%	July 1, 1992	6.50%
January 1, 1992	6.50%	July 1, 1991	8.50%
January 1, 1991	10.00%	July 1, 1990	10.00%
January 1, 1990	10.50%	July 1, 1989	11.00%
January 1, 1989	10.50%	July 1, 1988	9.00%
January 1, 1988	8.75%	July 1, 1987	8.25%
January 1, 1987	Not Available		

* Attorney General Opinion No. 98-20:

If clearly authorized by the creditor, a collection agency may collect whatever interest on a debt its creditor would be authorized to impose. A collection agency may not impose interest on any account or debt where the creditor has agreed not to impose interest or has otherwise indicated an intent not to collect interest. Simple interest may be imposed at the rate established in NRS 99.040 from the date the debt becomes due on any debt where there is no written contract fixing a different rate of interest, unless the account is an open or store accounts as discussed herein. In the case of open or store accounts, interest may be imposed or awarded only by a court of competent jurisdiction in an action over the debt.

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

REC'D & FILED

2013 APR 17 AM 11:41

ALAN GLOVER
[Signature]
DEPUTY CLERK

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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

DECLARATION OF JED MARGOLIN
IN SUPPORT OF APPLICATION FOR
DEFAULT JUDGMENT

21 I, Jed Margolin do hereby declare and state as follows:

22 1. I am the named inventor on United States Patent No. 5,566,073 ("the '073
23 Patent"), United States Patent No. 5,904,724 ("the '724 Patent"), United States Patent No.
24 5,978,488 ("the '488 Patent") and United States Patent No. 6,377,436 ("the '436 Patent")
25 (collectively "the Patents").

26 2. Attached as Exhibit 1 is a true and correct copy of the Amended Answer,
27 Counterclaims, Cross-Claims and Third-Party Claims filed in the action captioned *Universal*
28

1 *Avionics Systems Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC
2 (the "Arizona Action").

3 3. Attached as Exhibit 2 is a true and correct copy of the August 18, 2008 Order
4 from the Arizona Action.

5 4. After Defendant Zandian filed the forged and invalid assignment document
6 with the USPTO relating to the Patents, I was forced to spend \$90,000 in attorneys' fees in the
7 Arizona Action where the Court ordered that the USPTO correct record title to the Patents.
8 Attached as Exhibit 3 are true and correct copies of the records from my bank showing three
9 transfers of \$30,000 each. Two transfers went to Optima Technology Group and one transfer
10 went directly to the attorneys representing Optima Technology Group and myself. The three
11 transfers were for the payment of attorneys' fees in the Arizona Action.
12

13 5. I was to be paid \$210,000 pursuant to a patent purchase agreement that failed
14 as a proximate result of the Defendants' actions as stated in the Amended Complaint. I cannot
15 publicly provide documentation or specific details of the actual purchase agreement because of
16 the confidentiality provisions in the agreement. However, I will provide the Court with
17 documentation of the agreement so the Court can review the agreement *in camera*. Also, on
18 April 14, 2008, Optima Technology Group entered into a purchase agreement to sell the '073
19 and '724 Patents to another entity which would have netted me \$210,000 on the purchase price
20 of the subject Patents alone. The purchase agreement also included a provision for post patent
21 sale royalty payments which would have provided me with additional substantial income.
22 Finally, the April 14, 2008 purchase agreement provided the purchasing entity an opportunity
23 to conduct due diligence regarding the Arizona Action. On June 13, 2008, the purchasing
24 entity wrote Optima Technology Group and stated that they had completed their due diligence
25 investigation and determined that the Patents and/or the Arizona Action were not acceptable
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and therefore the purchase agreement was terminated. Simply put, the purchase agreement was terminated because of Defendants' actions.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: April 8, 2013.

By: Jed Margolin
JED MARGOLIN

1202

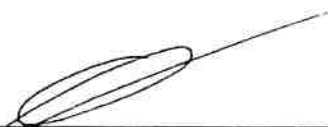
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AFFIRMATION

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: April 16, 2013.

BY: _____


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

1203

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, **DECLARATION OF JED MARGOLIN IN**
5 **SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT**, addressed as follows:

6 Reza Zandian
7 8775 Costa Verde Blvd. #501
8 San Diego, CA 92122

9 Optima Technology Corp.
10 A California corporation
11 8775 Costa Verde Blvd. #501
12 San Diego, CA 92122

13 Optima Technology Corp.
14 A Nevada corporation
15 8775 Costa Verde Blvd. #501
16 San Diego, CA 92122

17 Dated: April 16, 2013

18 
19 Nancy Lindsley

Exhibit 1

Exhibit 1

1205

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**

NO. CV-00588-RC

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

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

Counterclaimant,

24 **vs.**

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

Counterdefendant

JURY TRIAL DEMANDED

Assigned to: Hon. Raner C. Collins

27 **OPTIMA TECHNOLOGY INC. a/k/a**
28 **OPTIMA TECHNOLOGY GROUP, INC., a**
29 **corporation,**

Cross-Claimant,

30 **vs.**

31 **OPTIMA TECHNOLOGY CORPORATION,**
32 **a corporation,**

Cross-Defendant

1206

1
2 OPTIMA TECHNOLOGY INC. a/k/a
3 OPTIMA TECHNOLOGY GROUP, INC., a
4 corporation,

Third-Party Plaintiff,

5 vs.

6 JOACHIM L. NAIMER and JANE DOE
7 NAIMER, husband and wife; and FRANK E.
8 HUMMEL and JANE DOE HUMMEL,

Third-Party Defendants.

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

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

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

20 **INTRODUCTORY PARAGRAPH**

21 Deny the allegations of Plaintiff's Introductory Paragraph (page 1 line 19 through page
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
25

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 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.

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

1 for UAS to infringe on the Patents.

2 14. Upon information and belief:

- 3 a. Hummel was and is the Vice President/General Manager of Engineering
4 Research and Development of UAS, thereby controlling UAS's design,
5 development and/or manufacture of the Infringing Products; and/or
- 6 b. Hummel was intimately involved in UAS's design and/or development of the
7 Infringing Products; and/or
- 8 c. Hummel knew and/or should have known of the Patents prior to this lawsuit;
9 and/or
- 10 d. Hummel knew of Optima's allegations that UAS infringed upon the Patents prior
11 to this lawsuit; and/or
- 12 e. Hummel knew of UAS's actions in the nature of those described in Paragraphs
13 25, 31 and 33 of the *Complaint* and participated in and/or directed those UAS
14 actions/efforts; and/or
- 15 f. It was at all times within Hummel's authority and/or ability to stop UAS's
16 continued design, development and/or manufacturing of the Infringing Products
17 but, after Hummel knew of the Patents, the allegations that UAS infringed on the
18 Patents and/or UAS's actions in the nature of those described in Paragraphs 25,
19 31 and 33 of the *Complaint*, he did not stop UAS's continued design,
20 development and/or manufacturing of the Infringing Products; and/or
- 21 g. It was at all times within Hummel's authority and/or ability to direct UAS to
22 redesign, revise and/or redevelop the Infringing Products such that they would
23 no longer infringe on the Patents but, after Naimer knew of the Patents, the
24 allegations that UAS infringed on the Patents and/or UAS's actions in the nature
25 of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not
26 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

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

4 25. Upon information and belief, UAS provided additional information to Zandian/OTC
5 regarding, or of the same nature as that discussed in, Paragraph 33 of and Exhibits 14,
6 15 and 17 to the *Complaint* herein.

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

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

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

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

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

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COUNT 1

PATENT INFRINGEMENT

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

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

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

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

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

17 **COUNT 2**

18 **BREACH OF CONTRACT**

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

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

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

24 39. 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.

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COUNT 3

BREACH OF THE IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING

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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.

COUNT 4

NEGLIGENCE

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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 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

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

4 f. Are likely to divert the trade of Optima; and/or

5 g. Are likely to cause substantial and irreparable harm to Optima.

6 67. 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 9**

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

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

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

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

16 a. Are/were those of a person engaged in a course of a business, vocation, or
17 occupation; and/or

18 b. Constitute a deceptive trade practice; and/or

19 c. Cause a likelihood of confusion or of misunderstanding as to affiliation,
20 connection, or association with, or certification by, another; and/or

21 d. Represent that goods or services have sponsorship, approval, characteristics,
22 ingredients, uses, benefits, or quantities that they do not have, or that a person
23 has a sponsorship, approval, status, affiliation, or connection that the person does
24 not have; and/or

25 e. Represent that goods or services are of a particular standard, quality, or grade,
26 or that goods are of a particular style or model, if they are of another; and/or

- 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

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).

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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

- 1 unlawful means, one of whom committed an act in furtherance thereof, thereby
2 causing damages to Optima; and/or
3 d. UAS and OTC acted in concert; and/or
4 e. UAS provided affirmative aid and/or encouragement to the wrongful conduct of
5 OTC; and/or
6 f. UAS directed, ordered and/or induced the wrongful conduct of OTC while
7 knowing (or should having known) of circumstances that would have made the
8 conduct tortious if it were UAS's; and/or
9 g. UAS advised OTC to commit the wrongful conduct which resulted in a legal
10 wrong and/or harm to Optima; and/or
11 h. UAS acted together with OTC to commit the wrongful conduct pursuant to a
12 common design; and/or
13 i. UAS knew that the OTC's conduct would constitute a breach of duty and gave
14 substantial assistance or encouragement to OTC so to conduct itself; and/or
15 j. UAS gave substantial assistance to OTC in accomplishing a tortious result and
16 UAS's own conduct, separately considered, constitutes a breach of duty to
17 Optima; and/or
18 k. UAS knowingly participated in the wrongful action of OTC.
19 90. As a result thereof, UAS is jointly and severally liable for any such damages awarded
20 to Optima under Counts 6-11 herein.

21 **COUNT 13**

22 **PUNITIVE DAMAGES**

- 23 91. The statements of all of the foregoing paragraphs are incorporated herein by reference
24 as if fully set forth herein.
25 92. This is a claim for punitive damages against OTC and UAS pursuant to the common law
26 and/or statutory law of New York, Delaware, California, Virginia or Arizona.

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

- 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

Exhibit 2

Exhibit 2

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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

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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.

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23 **Raner C. Collins**
United States District Judge

Exhibit 3

Exhibit 3



Section I: Requester/Originator Information

Name	Jed Margolin	Telephone #	847 7845	Date Wire to be Sent	1/15/08
Address	181 Empire Rd	City	Reno	State	NV
Customer ID Type	DL	ID#	080258832	Issue State/Country	NV
				Issue Date	1-6-06
				Expiration Date	1-2-2010
Method of Signature Verification (If Applicable)		SIGN CARD			

Section II: Associate/Receiving Wire

Associate Name	KRAZZA	Phone and Fax #	3256016034	Unit Co/CCF	8557	Date	1/15/08	Time	1:40
Callback Required if Phone, Fax or Letter	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	Name/Number of Person Contacted		Date/Time		Approval (required/Market Approval (if required))			

Section III: Domestic Payment Instructions

Amount of Wire	\$ 30,000	Debit Account Type (circle one)	CHKG SAV ICA GL	Serial # (For ICA/GL) or Repetitive ID#		Source	<input checked="" type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter
Account to Debit	State: NV	Available Balance		Account Title	Jed Margolin	Overdraft Amount	\$
Overdraft Approved by (Name & Signature)		Date		Wire Fee	\$ 25		

Section IV: International Payment Instructions

USD Amount of Wire	\$	Country		Rate		Foreign Currency Code		Foreign Currency Amount	
Debit Account Type (circle one)	CHKG SAV ICA GL	Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (If Applicable)		Source	<input type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter		
Account to Debit	State:	Available Balance		Account Title		Overdraft Amount	\$		
Overdraft Approved by (Name & Signature)		Date		Wire Fee	\$				

Section V: Wire Information

Beneficiary Name	Merrill Lynch	Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required)	1011730
Beneficiary Address: Street		City	
Beneficiary Bank Name	Mellon Bank	ABA # or SWIFT or National ID	043000261
Beneficiary Bank Address: Street		City	
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival)			
FIC to Optima Technology acct 223-07406			
Send Thru Bank/IBK (if available)		ABA # or SWIFT or National ID	
Send Thru Bank Address: Street		City	

Section VI: Customer Approval

I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.

Customer's Signature: Jed Margolin Date of Request: 1-15-2008

Section VII: Wire System/Bank Verification

BAT Approval Authorization # (if applicable)

Wire Entered by: Name/Signature (attach BFT screen prints)	KRAZZA	BFT System Time	124544	BFT Sequence #	01080115005656
Date of Entry and Verification	1-15-08	Verified By (Name/Signature) (Print Verification Screen)	Jed Margolin	BFT System Time	12-49-07

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO

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Section I: Requester/Originator Information				
Name Jed Margolin		Telephone # 847-7845	Date Wire to be Sent 3-26-08	
Address 1981 Empire Rd		City Reno	State NV	Zip 89521
Customer ID Type 1. Driver's Lic	ID# 1. 0802588352	Issue State/Country 1. Nevada	Issue Date 1. 1-6-06	Expiration Date 1. 2/20/10
Method of Signature Verification (If Applicable) 2. _____				
Section II: Associate Accepting Wire				
Associate Name Janet Saldana		Phone and Fax # 775-325-6021	Unit Co#/CC# 336/8557	Date 3-26-08
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input type="checkbox"/> N/A		Name/Number of Person Contacted	Date/Time	Approval (required)/Market Approval (if required)
Callback Completed by: _____				
Section III: Domestic Payment Instructions				
Amount of Wire \$ 30,000 -	Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input checked="" type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>	Serial # (For ICA/GL) or Repetitive ID#	Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	OTC
Account to Debit	State	Available Balance	Account Title Jed Margolin	
Overdraft Amount \$	Overdraft Approved by (Name & Signature)		Date	Wire Fee \$ 25 -
Section IV: International Payment Instructions: <input type="checkbox"/> Check here if funds must be sent in US Dollars				
USD Amount of Wire \$	Country	Rate	Foreign Currency Code	Foreign Currency Amount
Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>	Serial # (For ICA/GL) or Repetitive ID#	FX Reference ID (If Applicable)	Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	<input type="checkbox"/> OTC
Account to Debit	State	Available Balance	Account Title	
Overdraft Amount \$	Overdraft Approved by (Name & Signature)		Date	Wire Fee \$
Section V: Wire Information				
Beneficiary Name Merrill Lynch		Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required) 1011730		
Beneficiary Address: Street		City	State	Country Zip
Beneficiary Bank Name Mellon Bank		ABA # or SWIFT or National ID 0223-07406		
Beneficiary Bank Address: Street		City	State	Country Zip 043000261
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival) F/Cr to Optima Technology Group				
Send Thru Bank/IBK (if available)		ABA # or SWIFT or National ID 223-07406		
Send Thru Bank Address: Street		City	State	Country Zip
Section VI: Customer Approval				
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.				
Customer's Signature: Jed Margolin			Date of Request: 3-26-08	
Section VII: Wire System Entry/Verification				
Wire Entered by: Name/Signature (attach BFT screen prints) Print: Janet Saldana Signature: Janet Saldana		BFT System Time 13:33:53	BFT Sequence # 01080326006579	
Date of Entry and Verification	Verified By (Name/Signature) (Print Verification Screen)	Signature:		BFT System Time

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO



Section I: Requester/Originator Information					
Name <i>Jed Margolin</i>		Telephone # <i>775-847-7845</i>		Date Wire to be Sent <i>6-18-08</i>	
Address <i>1981 Empire Rd</i>		City <i>Reno</i>		State <i>NV</i>	
Customer ID Type <i>DRIVER License</i>		ID# <i>0802588352</i>		Issue State/Country <i>Nevada</i>	
Issue Date <i>01-06-06</i>		Expiration Date <i>02-20-2010</i>		Method of Signature Verification (If Applicable) <i>BoFA-ATM 5124 EXP 5/2010</i>	
Section II: Associate Accepting Wire					
Associate Name <i>Janet Saldana</i>		Phone and Fax # <i>775-325-6001</i>		Unit Co#/CC# <i>336/8557</i>	
Date <i>6-18-08</i>		Time <i>9:32</i>		Approval (required)/Market Approval (if required)	
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input type="checkbox"/> N/A		Name/Number of Person Contacted		Date/Time	
Callback Completed by:					
Section III: Domestic Payment Instructions					
Amount of Wire <i>\$ 30,000.-</i>		Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input checked="" type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>		Serial # (For ICA/GL) or Repetitive ID#	
Source <input checked="" type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter		Account to Debit State <i>[Redacted]</i>		Available Balance <i>\$ 42,339.52</i>	
Overdraft Amount \$		Overdraft Approved by (Name & Signature) <i>Jed Margolin</i>		Date <i>6-18-08</i>	
Wire Fee <i>\$ 25.-</i>					
Section IV: International Payment Instructions: <input type="checkbox"/> Check here if funds must be sent in US Dollars					
USD Amount of Wire \$		Country		Rate	
Foreign Currency Code		Foreign Currency Amount			
Debit Account Type (circle one) CHKG SAV ICA GL		Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (If Applicable)	
Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter		Account to Debit State		Available Balance	
Overdraft Amount \$		Overdraft Approved by (Name & Signature)		Date	
Wire Fee \$					
Section V: Wire Information					
Beneficiary Name <i>Snell & Wilmer Trust Acct</i>		Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required) <i>411-9025</i>			
Beneficiary Address: Street		City		State Country Zip	
Beneficiary Bank Name <i>J P Morgan Chase NA/Phoenix Trust Acct</i>		ABA # or SWIFT or National ID <i>021000021</i>			
Beneficiary Bank Address: Street		City		State Country Zip	
<i>501 N. Central Ave</i>		<i>Phoenix</i>		<i>AZ US 85004</i>	
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival) <i>Attn: Jeff Willis Client: Optima Technology Group/Jed Margolin</i>					
Send Thru Bank/IBK (if available)		ABA # or SWIFT or National ID			
Send Thru Bank Address: Street		City		State Country Zip	
Section VI: Customer Approval					
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.					
Customer's Signature: <i>Jed Margolin</i>				Date of Request: <i>6-18-08</i>	
Section VII: Wire System Entry/Verification					
Wire Entered by: Name/Signature (attach BFT screens prints) <i>Janet Saldana</i>		BAT Approval Authorization # (if applicable)		BFT System Time <i>12.0.51</i>	
Print: <i>Janet Saldana</i>		Signature: <i>Janet Saldana</i>		BFT Sequence # <i>01080618004513</i>	
Date of Entry and Verification		Verified By (Name/Signature) (Print Verification Screen)		BFT System Time	
Print:		Signature:			

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO

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

REC'D & FILED ✓
2013 JUN 21 PM 3: 11
ALAN GLOVER
CLERK
BY *[Signature]*
DEPUTY

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**
16 **aka GOLAMREZA ZANDIANJAZI**
aka GHOLAM REZA ZANDIAN
17 **aka REZA JAZI aka J. REZA JAZI**
aka G. REZA JAZI aka GHONONREZA
18 **ZANDIAN JAZI, an individual, DOE**
Companies 1-10, DOE Corporations 11-20,
19 **and DOE Individuals 21-30,**

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

REQUEST FOR SUBMISSION

21
22 No opposition having been filed, it is hereby requested that the following documents be
23 submitted to the Court for decision:

- 24 1) Plaintiff's Application for Default Judgment, filed April 17, 2013;
25 2) Declaration of Adam McMillen in Support of Plaintiff's Application for Default
26 Judgment, filed April 17, 2013; and,
27 3) *Proposed* Order Granting Plaintiff's Application for Default Judgment.
28

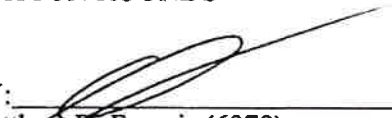
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Affirmation Pursuant to NRS 239B.030

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

DATED: June 20, 2013.

WATSON ROUNDS

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

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CERTIFICATE OF SERVICE

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

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

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

Alborz Zandian
9 Almanzora
Newport Beach, CA 92657-1613

Reza Zandian
8401 Bonita Downs Road
Fair Oaks, CA 95628

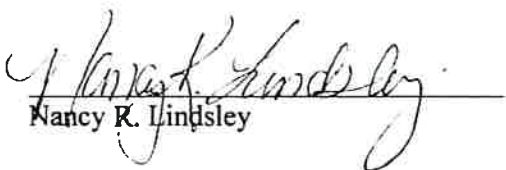
Optima Technology Corp.
A California corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

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

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

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

Dated: June 20, 2013.


Nancy R. Lindsley

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

REC'D & FILED

2013 JUN 24 PM 4: 12

ALAN GLOVER
BY *Alan Glover* CLERK
DEPUTY

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

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

DEFAULT JUDGMENT

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

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

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

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

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

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

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

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


DISTRICT COURT JUDGE