

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

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3 REZA ZANDIAN A/K/A/ GOLAMREZA
4 ZANDIANJAZI A/K/A GHOLAM REZA
5 ZANDIAN A/K/A REZA JAZI A/K/A J.
6 REZA JAZI, A/K/A/ G. REZA JAZI
7 A/K/A/ GHONOREZA ZANDIAN JAZI,
8 AN INDIVIDUAL,

9 Appellant,

10 vs.

11 JED MARGOLIN, AN INDIVIDUAL,

12 Respondent.

Nevada Supreme Court

Case No. 65960

Electronically Filed
Jan 21 2015 09:13 a.m.
District Court Case No.
Tracie K. Lindeman
090C005790B
Clerk of Supreme Court

13 Appeal from the First Judicial District Court of the State of Nevada
14 In and For Carson City
15 The Honorable James T. Russell, District Judge

16 **RESPONDENT'S APPENDIX**

17 **Volume I**

18 Matthew D. Francis
19 Nevada Bar No. 6978
20 Adam P. McMillen
21 Nevada Bar No. 10678
22 WATSON ROUNDS
23 5371 Kietzke Lane
24 Reno, NV 89511
25 Telephone: 775-324-4100

26 *Attorneys for Respondent Jed Margolin*

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**ALPHABETICAL INDEX TO
RESPONDENT’S APPENDIX (“R.A.”)**

***REZA ZANDIANA aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA
ZANDIAN aka REZA ZANDIAN aka J. REZA aka G. REZA JAZI aka
GHONOREZA ZANDIAN JAZI, an individual,***

Appellant,

vs.

JED MARGOLIN, an individual,

Respondent.

Nevada Supreme Court Case Number: 65960

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DOCUMENT	DATE	VOLUME	PAGE(S)
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Application for Default Judgment; Memorandum of Points and Authorities in Support Thereof	April 17, 2013	I	127-139
Civil Docket (Arizona Action Case No. 4:07-cv-00588-RCC)	March 9, 2011		69-86
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Notice of Appeal	Mar. 15, 2013	I	67-68
Order Arizona Action	Aug. 18, 2008		65-66
USPTO Patent Assignments	Dec. 2010	I	55-64

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Dated this 20th day of January, 2015 WATSON ROUNDS, P.C.

/s/ Adam P. McMillen

Matthew D. Francis, Esq. (SBN: 6978)
Adam P. McMillen, Esq. (SBN: 10678)
5371 Kietzke Lane
Reno, NV 89511
Attorneys for Respondent

1 **CERTIFICATE OF MAILING**

2 Pursuant to NRAP 25(1), I hereby certify that I am an employee of the
3 Law Offices of WATSON ROUNDS and that on this date a true copy of the
4 foregoing **RESPONDENT’S APPENDIX VOLUME I**, by Nevada Supreme
5 Court CM/ECF Electronic Filing addressed to each of the following:
6

7 Jason D. Woodbury
8 Severin A. Carlson
9 Kaempfer Crowell
10 510 West Fourth Street
11 Carson City, Nevada 89703

12 DATED: This 20th day of January, 2015.

13
14 /s/ Nancy R. Lindsley _____
15 An Employee of Watson Rounds
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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*

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BY C. COOPER 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 COMPLAINT
(Exemption From Arbitration Requested)

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

The Parties

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

Facts

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 forth below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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Claim 4—Unjust Enrichment
(Against All Defendants)

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

37. Defendants wrongfully obtained record title to the Patents.

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

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

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

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

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

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

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

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

1. That Plaintiff be awarded damages for Defendants' tortious conduct;
2. That Plaintiff be awarded damages for Defendants' unjust enrichment;
3. That Plaintiff be awarded damages for Defendants' commission of unfair and deceptive trade practices, in an amount to be proven at trial, with said damages being trebled pursuant to NRS 598.0999;

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CERTIFICATE OF SERVICE

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

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

Dated: August 11, 2011



Carla Ousby

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

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

9 **JED MARGOLIN, an individual,**

10 **Plaintiff,**

11 **vs.**

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

21 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

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

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

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

27 2. Attached as Exhibit 1 is a true and correct copy of the Amended Answer,
28 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

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.

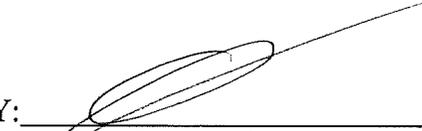
By: Jed Margolin
JED MARGOLIN

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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

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

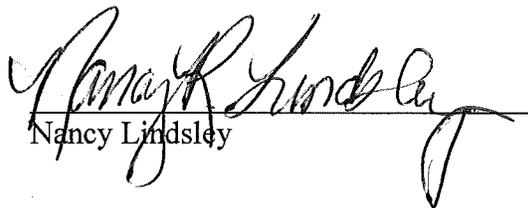
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19 Nancy Lindsley
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Exhibit 1

Exhibit 1

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,

24 Counterclaimant,

25 vs.

26 UNIVERSAL AVIONICS SYSTEMS
CORPORATION, an Arizona corporation,

Counterdefendant

JURY TRIAL DEMANDED

Assigned to: Hon. Raner C. Collins

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

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY CORPORATION,
a corporation,

Cross-Defendant

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

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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:

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

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.

26

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.

14 **COUNT 4**

15 **NEGLIGENCE**

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

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

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

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

COUNT 13

PUNITIVE DAMAGES

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

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 **PRAAYER 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

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

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

4 Therefore, IT IS HEREBY ORDERED:

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

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

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

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

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

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

19 DATED this 18th day of August, 2008.

20
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22


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

Exhibit 3

Exhibit 3

Section I: Requester/Originator Information				
Name <i>Jed Margolin</i>	Telephone # <i>847 7845</i>	Date Wire to be Sent <i>1/15/08</i>		
Address <i>1981 Empire Rd</i>	City <i>Reno</i>	State <i>NV</i>	Zip <i>89521</i>	
Customer ID Type 1. <i>DL</i>	ID# 1. <i>080258832</i>	Issue State/Country 1. <i>NV</i>	Issue Date <i>1-6-06</i>	Expiration Date <i>1-2-2010</i>
2. <i>BACC</i>	Method of Signature Verification (If Applicable) <i>Sig Card</i>			

Section II: Associate Accepting Wire				
Associate Name <i>Kmazza</i>	Phone and Fax # <i>32560216034</i>	Unit Co#/CC# <i>8557</i>	Date <i>1/15/08</i>	Time <i>11:40</i>
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 III: Domestic Payment Instructions				
Amount of Wire \$ <i>30,000</i>	Debit Account Type (circle one) CHKG SAV ICA GL	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: <i>NV</i>	Available Balance	Account Title <i>Jed Margolin</i>		
Overdraft Amount \$	Overdraft Approved by (Name & Signature)	Date	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	<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 <i>Merrill Lynch</i>	Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required) <i>1011730</i>			
Beneficiary Address: Street	City	State	Country	Zip
Beneficiary Bank Name <i>Mellon Bank</i>	ABA # or SWIFT or National ID <i>043000261</i>			
Beneficiary Bank Address: Street	City	State	Country	Zip
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival) <i>F/C to Optima Technology acct 223-0740</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>1-15-2008</i>

Section VII: Wire System Entry/Verification		BAT Approval Authorization # (if applicable)	
Wire Entered by: Name/Signature (attach BFT screens prints) Print: <i>Kmazza</i> Signature: <i>Kmazza</i>	BFT System Time <i>124544</i>	BFT Sequence # <i>01080115005656</i>	
Date of Entry and Verification <i>1-15-08</i>	Verified By (Name/Signature) (Print Verification Screen) Print: <i>Jed Margolin</i> Signature: <i>Jed Margolin</i>	BFT System Time <i>17:49:27</i>	

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 # 847-7845		Date Wire to be Sent 3-26-08
Address 1981 Empire Rd		City Reno		State NV
Zip 89521		Issue State/Country 1. Nevada		Issue Date 1-6-06
Customer ID Type 1. Driver's Lic	ID# 1. 0802588352	Expiration Date 1. 2/20/10		Method of Signature Verification (If Applicable) _____
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 _____		Name/Number of Person Contacted _____		Date/Time _____
Approval (required)/Market Approval (if required) _____		Approval (required)/Market Approval (if required) _____		
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 \$ _____	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 checked="" 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		
Beneficiary Bank Address: Street _____		City _____	State _____	Country _____
Zip _____		ABA # or SWIFT or National ID 223-07406		
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 _____		Country _____		
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 screens prints) Janet Saldana		BFT System Time 13:35:53		BFT Sequence # 01080326006579
Print: Janet Saldana		Signature: Janet Saldana		BFT System Time _____
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

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>	Zip <i>89521-7430</i>	
Customer ID Type <i>1. DRIVER License</i>	ID# <i>1. 0802588352</i>	Issue State/Country <i>1. Nevada</i>	Issue Date <i>1. 01-06-06</i>	Expiration Date <i>1. 02-20-2010</i>
Method of Signature Verification (If Applicable) <i>2. BoFA - ATM 5124 EXP 5/2010</i>				

Section II: Associate Accepting Wire				
Associate Name <i>Janet Saldana</i>	Phone and Fax # <i>775-325-6021</i>	Unit Co#/CC# <i>336/8557</i>	Date <i>6-18-08</i>	Time <i>9:32</i>
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 <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 type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter <input checked="" type="checkbox"/> OTC	
Account to Debit	State	Available Balance <i>\$ 42,339.52</i>	Account Title <i>Jed Margolin</i>	
Overdraft Amount \$ _____	Overdraft Approved by (Name & Signature) _____		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 <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 <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 Phoenix AZ US 85004</i>				
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival) <i>Att: 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			BAT Approval Authorization # (if applicable)	
Wire Entered by: Name/Signature (attach BFT screens prints) Print: <i>Janet Saldana</i>	BFT System Time <i>12.02.54</i>	BFT Sequence # <i>01080618004513</i>		
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



UNITED STATES PATENT AND TRADEMARK OFFICE

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

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700352576A

DECEMBER 10, 2007

PTAS

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

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

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

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

RECORDATION DATE: 12/05/2007

REEL/FRAME: 020218/0085

NUMBER OF PAGES: 4

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

ASSIGNOR:

MARGOLIN, JED

DOC DATE: 12/05/2007

ASSIGNEE:

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

SERIAL NUMBER: 08513298

FILING DATE: 08/09/1995

PATENT NUMBER: 5566073

ISSUE DATE: 10/15/1996

TITLE: PILOT AID USING SYNTHETIC REALITY

SERIAL NUMBER: 08587731

FILING DATE: 01/19/1996

PATENT NUMBER: 5904724

ISSUE DATE: 05/18/1999

TITLE: METHOD AND APPARATUS FOR REMOTELY PILOTING AN AIRCRAFT

020218/0085 PAGE 2

SERIAL NUMBER: 09543252

FILING DATE: 04/05/2000

PATENT NUMBER: 6377436

ISSUE DATE: 04/23/2002

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

SERIAL NUMBER: 09148045

FILING DATE: 09/03/1998

PATENT NUMBER: 5978488

ISSUE DATE: 11/02/1999

TITLE: SIMULATED AM RADIO

THERESA FREDERICK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

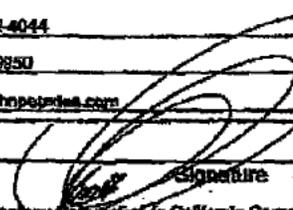
R.A.000056

Form PTO-1536 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET
PATENTS ONLY

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

1. Name of conveying party(ies) Jed Margolin based on Power of Attorney dated July 20, 2004 to: Optima Technology Corporation (CA) Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>630 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Country: <u>U.S.A.</u> Zip: <u>89101</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>December 5, 2007</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other	Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) <u>5,568,073</u> <u>5,904,724</u> <u>6,377,488</u> <u>5,978,488</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>630 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Zip: <u>89101</u> Phone Number: <u>702-362-4044</u> Fax Number: <u>702-369-8950</u> Email Address: <u>info@johnpeterlee.com</u>	6. Total number of applications and patents involved: <u>4</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 150.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers <u>1004</u> Expiration Date <u>01/09</u> b. Deposit Account Number _____ Authorized User Name _____
9. Signature:  Signature Optima Technology Corporation (a California Corporation) Name of Person Signing	Date <u>12/05/2007</u> Total number of pages including cover sheet, attachments, and documents: <u>7</u>

Documents to be recorded (including cover sheet) should be filed to (SP-1) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, V.A. 22312-1480

OP \$160.00 5566073



UNITED STATES PATENT AND TRADEMARK OFFICE

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

700352578A

700352578A

DECEMBER 10, 2007

PTAS

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

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

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

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

RECORDATION DATE: 12/05/2007

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

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

ASSIGNOR:

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

DOC DATE: 12/05/2007

ASSIGNEE:

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

SERIAL NUMBER: 08513298

FILING DATE: 08/09/1995

PATENT NUMBER: 5566073

ISSUE DATE: 10/15/1996

TITLE: PILOT AID USING SYNTHETIC REALITY

020218/0089 PAGE 2

SERIAL NUMBER: 08587731

FILING DATE: 01/19/1996

PATENT NUMBER: 5904724

ISSUE DATE: 05/18/1999

TITLE: METHOD AND APPARATUS FOR REMOTELY PILOTING AN AIRCRAFT

SERIAL NUMBER: 09543252

FILING DATE: 04/05/2000

PATENT NUMBER: 6377436

ISSUE DATE: 04/23/2002

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

SERIAL NUMBER: 09148045

FILING DATE: 09/03/1998

PATENT NUMBER: 5978488

ISSUE DATE: 11/02/1999

TITLE: SIMULATED AM RADIO

THERESA FREDERICK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

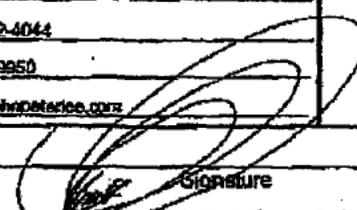
R.A.000059

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

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

RECORDATION FORM COVER SHEET
PATENTS ONLY

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

1. Name of conveying party(ies) Jed Margolin based on Power of Attorney dated July 20, 2004 to: Optima Technology Corporation (CA)		2. Name and address of receiving party(ies) Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u>	
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Street Address: <u>830 Las Vegas Boulevard South</u>	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>December 5, 2007</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other		City: <u>Las Vegas</u> State: <u>Nevada</u> Country: <u>U.S.A.</u> Zip: <u>89101</u>	
4. Application or patent number(s): A. Patent Application No.(s)		<input type="checkbox"/> This document is being filed together with a new application. B. Patent No.(s) <u>6,866,073</u> <u>5,904,724</u> <u>6,377,436</u> <u>5,978,488</u>	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>830 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Zip: <u>89101</u> Phone Number: <u>702-382-4044</u> Fax Number: <u>702-383-0950</u> Email Address: <u>info@johnpeterlee.com</u>	
6. Total number of applications and patents involved: <u>4</u>		7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>160.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
8. Payment Information a. Credit Card Last 4 Numbers <u>1004</u> Expiration Date <u>01/09</u> b. Deposit Account Number _____ Authorized User Name _____		9. Signature:  Signature _____ Date <u>12/5/2007</u> Optima Technology Corporation (a California Corporation) Name of Person Signing _____ Total number of pages including cover sheet, attachments, and documents: <u>7</u>	

CP \$160.00 5566073

Documents to be recorded (including cover sheet) should be filed to (671) 273-0148, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA, 22315-1450

020227/0287 PAGE 2

SERIAL NUMBER: 09543252

FILING DATE: 04/05/2000

PATENT NUMBER: 6377436

ISSUE DATE: 04/23/2002

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

SERIAL NUMBER: 09148045

FILING DATE: 09/03/1998

PATENT NUMBER: 5978488

ISSUE DATE: 11/02/1999

TITLE: SIMULATED AM RADIO

MARCUS KIRK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

R.A.000061

020227/0287 PAGE 2

SERIAL NUMBER: 09543252

FILING DATE: 04/05/2000

PATENT NUMBER: 6377436

ISSUE DATE: 04/23/2002

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

SERIAL NUMBER: 09148045

FILING DATE: 09/03/1998

PATENT NUMBER: 5978488

ISSUE DATE: 11/02/1999

TITLE: SIMULATED AM RADIO

MARCUS KIRK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

R.A.000062

12/07/2007
700352860

Form PTO-1535 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2006)

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

RECORDATION FORM COVER SHEET
PATENTS ONLY

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1. Name of conveying party(ies) Jed Margolin based on Power of Attorney dated July 20, 2004 to: Optima Technology Corporation (CA)		2. Name and address of receiving party(ies) Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>830 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Country: <u>U.S.A.</u> Zip: <u>89101</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>December 5, 2007</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other		4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) <u>5,588,073</u> <u>5,904,724</u> <u>6,377,436</u> <u>5,978,488</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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8. Signature: <i>Jed Margolin by [Signature]</i> Optima Technology Corporation (a California Corporation) Name of Person Signing		a. Credit Card Last 4 Numbers <u>1004</u> Expiration Date <u>01/09</u> b. Deposit Account Number _____ Authorized User Name _____ Date <u>12/5/2007</u>	
Total number of pages including cover sheet, attachments, and documents: <u>7</u>			

OP \$160.00 5566073

Documents to be recorded (including cover sheet) should be filed to (571) 273-0160, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-4480

Optima Technology Corporation

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

December 5, 2007

United States Patent Office
Patent Assignment Department

Fax: 571-273-0140

Subject: Assignment of Patents

Dear Sir,

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

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

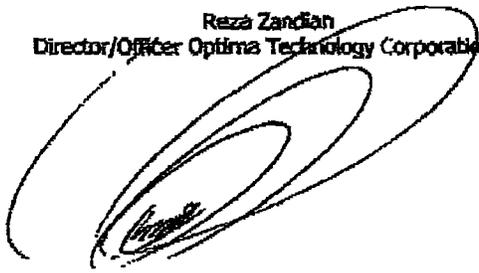
to be assigned to Optima Technology Corporation a Nevada Corporation with the Address:

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

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

Truly Yours

Reza Zandian
Director/Officer Optima Technology Corporation



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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS) CORPORATION,

Plaintiff,

vs.

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

Defendants.

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

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS CORPORATION, an Arizona corporation,

Counterdefendant,

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

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY CORPORATION,

Cross-Defendant.

No. CV 07-588-TUC-RCC

ORDER

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

4 Therefore, IT IS HEREBY ORDERED:

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

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

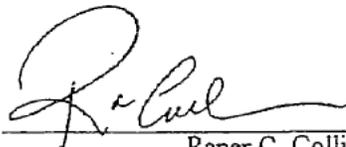
11 2. The Assignment Optima Technology Corporation filed with the USPTO is forged,
12 invalid, void, of no force and effect, and is hereby struck from the records of the USPTO;

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

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

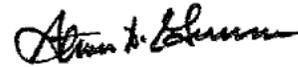
17 5. There is no just reason to delay entry of final judgment as to Optima Technology
18 Corporation under Federal Rule of Civil Procedure 54(b).

19 DATED this 18th day of August, 2008.

20
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22 

23 Raner C. Collins
24 United States District Judge
25
26
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03/15/2013 02:33:18 PM



CLERK OF THE COURT

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

6 DISTRICT COURT
7 CLARK COUNTY, NEVADA

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

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

10 Plaintiff,

11 v.

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

20 Defendants.

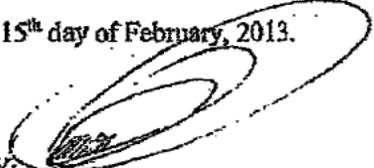
21 AND ALL RELATED COUNTERCLAIMS
22 AND THIRD-PARTY CLAIMS

23 1334.024072-td

24 NOTICE OF APPEAL

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

28 DATED this 15th day of March, 2013.

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

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CERTIFICATE OF MAILING

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

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

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

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

A handwritten signature, possibly "Ryan E. Johnson", is written in dark ink. Below the signature is a solid horizontal line that extends to the right across the page.

CLOSED, STD

**U.S. District Court
DISTRICT OF ARIZONA (Tucson Division)
CIVIL DOCKET FOR CASE #: 4:07-cv-00588-RCC**

Universal Avionics Systems Corporation v. Optima
Technology Group, Inc. et al
Assigned to: Judge Raner C Collins
Cause: No cause code entered

Date Filed: 11/09/2007
Date Terminated: 09/23/2008
Jury Demand: Both
Nature of Suit: 190 Contract: Other
Jurisdiction: Federal Question

Plaintiff

**Universal Avionics Systems
Corporation**

represented by **Allan Andrew Kassenoff**
Greenberg Traurig LLP
200 Park Ave
New York, NY 10166
212-801-9200
Fax: 212-801-6400
Email: kassenoffa@gtlaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Paul J Sutton
Greenberg Traurig LLP
200 Park Ave
New York, NY 10166
(212)801-9200
Fax: (212)801-6400
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Scott Joseph Bornstein ,
Greenberg Traurig LLP
200 Park Ave
New York, NY 10166
212-801-2172
Fax: 212-224-6146
Email: bornsteins@gtlaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

E Jeffrey Walsh
Greenberg Traurig LLP
2375 E Camelback Rd
Ste 700
Phoenix, AZ 85016
602-445-8406
Fax: 602-445-8100

Email: walshj@gtlaw.com
ATTORNEY TO BE NOTICED

Robert A Mandel
Greenberg Traurig LLP
2375 E Camelback Rd
Ste 700
Phoenix, AZ 85016
602-445-8000
Fax: 602-445-8100
Email: mandelr@gtlaw.com
ATTORNEY TO BE NOTICED

V.

Defendant

**Optima Technology Group
Incorporated**

represented by **Edward Moomjian , II**
Udall Law Firm LLP
4801 E Broadway Blvd
Ste 400
Tucson, AZ 85711
520-623-4353
Fax: 520-792-3426
Email: emoomjian@udalllaw.com
TERMINATED: 03/03/2008
ATTORNEY TO BE NOTICED

Jeanna Chandler Nash
Udall Law Firm LLP
4801 E Broadway Blvd
Ste 400
Tucson, AZ 85711-3609
520-623-4353
Fax: 520-792-3426
Email: jnash@udalllaw.com
TERMINATED: 03/03/2008
ATTORNEY TO BE NOTICED

Jeffrey Lynn Willis
Snell & Wilmer LLP
1 S Church Ave
Ste 1500
Tucson, AZ 85701-1612
520-882-1231
Fax: 520-884-1294
Email: jwillis@swlaw.com

Robert Alan Bernheim
Snell & Wilmer LLP
1 S Church Ave., Ste. 1500

Tucson, AZ 85701-1612
520-882-1239
Fax: 520-884-1294
Email: rbernheim@swlaw.com
ATTORNEY TO BE NOTICED

Defendant

Optima Technology Corporation
TERMINATED: 08/18/2008

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

Defendant

Robert Adams
TERMINATED: 04/09/2008

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

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

Jeffrey Lynn Willis
(See above for address)

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

Defendant

Jed Margolin

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

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

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

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

Defendant

Optima Technology Corporation
TERMINATED: 08/18/2008

ThirdParty Defendant

Joachim L Naimer

ThirdParty Defendant

Unknown Naimer

Named as Jane Doe Naimer

ThirdParty Defendant

Frank E Hummel

ThirdParty Defendant

Unknown Hummel

Named as Jane Doe Hummel

ThirdParty Plaintiff

**Optima Technology Group
Incorporated**

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

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

Cross Claimant

**Optima Technology Group
Incorporated**

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

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

V.

Cross Defendant

Optima Technology Corporation
TERMINATED: 07/07/2008

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

Counter Claimant

**Optima Technology Group
Incorporated**

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

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

V.

Counter Defendant

**Universal Avionics Systems
Corporation**

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

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

Scott Joseph Bornstein ,
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

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

Counter Claimant

**Optima Technology Group
Incorporated**

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

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

Jeffrey Lynn Willis
(See above for address)

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

Counter Claimant

Jed Margolin

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

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

ATTORNEY TO BE NOTICED

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

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

V.

Counter Defendant

Optima Technology Corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

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

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY CORPORATION,
a corporation,

Cross-Defendant

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 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.

COUNT 1

PATENT INFRINGEMENT

1
2
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.

26

COUNT 3

BREACH OF THE IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING

- 1
2
3 40. The statements of all of the foregoing paragraphs are incorporated herein by reference
4 as if fully set forth herein.
5 41. This is a cause of action for breach of the implied covenant of good faith and fair
6 dealing against UAS pursuant to Arizona law.
7 42. Under Arizona law, every contract contains an implied covenant of good faith and fair
8 dealing.
9 43. UAS's actions constitute one or more breaches of covenant of good faith and fair
10 dealing present and implied in the contract attached as Exhibit 8 to the *Complaint*
11 herein.
12 44. As a result thereof, Optima has suffered and will continue to suffer immediate and
13 ongoing harm and monetary damage in an amount to be proven at trial.

COUNT 4

NEGLIGENCE

- 14
15
16 45. The statements of all of the foregoing paragraphs are incorporated herein by reference
17 as if fully set forth herein.
18 46. This is an cause of action for negligence against UAS pursuant to the law of New York,
19 Delaware, California, Virginia or Arizona.
20 47. UAS owed a duty of care to Optima as a result of Exhibit 8 to the *Complaint* herein, and
21 the obligations created therein and/or relating thereto.
22 48. UAS breached these duties through its foregoing actions as alleged herein, including but
23 not limited to:
24 a. UAS's inclusion in an openly-accessible public record the allegations of its
25 *Complaint*; and/or
26

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

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

10 **COUNT 5**

11 **DECLARATORY JUDGMENT**

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

14 51. This is a cause of action for declaratory judgment under 28 U.S.C. § 2201 *et seq* against
15 OTC.

16 52. Optima was at all times relevant hereto the rightful holder of the Power of Attorney and
17 the rightful owner of the Patents.

18 53. By virtue of OTC's recording of the Assignment and Power of Attorney with the PTO,
19 a cloud of title, impairment of vendibility, etc. (as otherwise alleged above) exists with
20 respect to Optima's exclusive ownership rights relating to the Patents and the exclusive
21 rights under the Power of Attorney.

22 54. An actual and live controversy exists between OTC and Optima.

23 55. As a result thereof, Optima requests a declaration of rights with respect to the foregoing,
24 including but not limited to a declaration that OTC has no interest or right in either the
25 Power of Attorney or the Patents, that OTC's filing/recording of documents with the
26 PTO asserting any interest or right in either the Power of Attorney or the Patents was

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

3 **COUNT 6**

4 **INJURIOUS FALSEHOOD/SLANDER OF TITLE**

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

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

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

- 10 a. Are/were false and/or disparaging statement(s) and/or publication(s) resulting in
11 an impairment of vendibility, cloud of title and/or a casting of doubt on the
12 validity of Optima's right of ownership in the Patents and/or rights under the
13 Power of Attorney; and/or
- 14 b. Are/were an effort to persuade third parties from dealing with Optima, and/or to
15 harm to interests of Optima, regarding the Patents and/or the Power of Attorney;
16 and/or
- 17 c. Are/were actions for which OTC and UAS foresaw and/or should have
18 reasonably foreseen that the false and/or disparaging statement(s) and/or
19 publication(s) would likely determine the conduct of a third party with respect
20 to, or would otherwise cause harm to Optima's pecuniary interests with respect
21 to, the purchase, license or other business dealings regarding Optima's right in
22 the Patents and/or rights under the Power of Attorney; and/or
- 23 d. Are/were with knowledge that the statement(s) and/or publication(s) was/were
24 false; and/or
- 25 e. Are/were with knowledge of the disparaging nature of the statements; and/or
- 26 f. Are/were in reckless disregard of the truth or falsity of the statement(s) and/or

1 publication(s); and/or

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

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

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

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

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

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

12 **COUNT 7**

13 **TRESPASS TO CHATTELS**

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

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

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

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

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

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

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

8 **COUNT 8**

9 **UNFAIR COMPETITION**

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

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 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;

- 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

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

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

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

13 **IN AND FOR CARSON CITY**

14 JED MARGOLIN, an individual;

Case No.: 090C00579

Dept. No.: I

15 Plaintiff,

16 vs.

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

28 Defendants.

1334.023382-td

MOTION TO DISMISS AMENDED COMPLAINT ON SPECIAL APPEARANCE

29 COMES NOW Defendant Reza Zandian by and through his counsel John Peter Lee, Ltd.,
30 and hereby files his MOTION TO DISMISS AMENDED COMPLAINT ON SPECIAL
31 APPEARANCE.

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

35 ...

36 ...

37 ...

R.A.000120

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

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **ZANDIAN IS AGAIN BEFORE THIS COURT ON A SPECIAL APPEARANCE.**

4 The Nevada Supreme Court has held that “general appearance is entered when a person (or
5 the person’s attorney) comes into court as a party to a suit and submits to the jurisdiction of the
6 court.” Milton v. Gesler, 107 Nev. 767, 769, 819 P.2d 245, 247 (1991). “A special appearance is
7 entered when a person comes into court to test the court’s jurisdiction or the sufficiency of service.”
8 Id. “Black’s law dictionary defines a general appearance as a ‘simple and unqualified. . . submission
9 to the jurisdiction of the court’ and defines a special appearance as an appearance ‘for the purpose
10 of testing the sufficiency of service or the jurisdiction of the court.” Id. at fn. 3 (citing Black’s Law
11 Dictionary 89 (5th ed. 1979)).

12 Defendant Golamreza Zandianjazi (hereinafter “Zandian”) hereby makes a special appearance
13 in this case for the purpose of testing both the sufficiency of service and the jurisdiction of the court;
14 thus, Zandian has not consented to personal jurisdiction of any Nevada court by bringing the instant
15 motion.

16 **II.**

17 **SUMMARY OF FACTS.**

18 **A. Procedural History.**

19 Plaintiff Jed Margolin (hereinafter “Margolin”) filed a Complaint in 2009 with a Nevada
20 District Court against Zandian, among other defendants. *See* Court Record. Without serving said
21 Complaint upon Zandian, Margolin took a default judgment against Zandian. Id. Zandian
22 challenged the Complaint and the Default Judgment and filed a Motion to Dismiss on a Special
23 Appearance (hereinafter “First Motion to Dismiss”). Id. In response, Margolin requested, *inter alia*,
24 that the Court grant him leave to amend his Complaint. Id. “Having found that service was never
25 effectuated, the Default Judgment entered against [Zandian] on March 1, 2011 [was] set aside.”
26 Exhibit “A”. The Court denied Zandian’s First Motion to Dismiss “without prejudice” on August
27 3, 2011, and allowed Margolin a “ninety (90) days from the date of [the] Order to properly effectuate
28 service of the Complaint and Summons and/or an Amended Complaint upon [Zandian].” Id.

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1 Accordingly, Margolin was to effectuate service by November 2, 2011, pursuant to Court order. Id.
2 To date, there is no evidence in the record that Zandian was ever served by November 2, 2011.

3 **B. Undisputed Facts.**

4 Zandian hereby incorporates the Statement of Fact as stated in his last Motion to Dismiss
5 Plaintiff's Complaint as though fully stated herein.

6 Margolin was involved in a action before the United States District Court for the District of
7 Arizona related to the same subject matter that is the subject of the instant action. Exhibit "B". In
8 the Arizona action, Margolin, along with his co-defendants, was granted relief against "Optima
9 Technology Corporation, a Nevada corporation," who is a defendant in the instant action. Id. That
10 action involved the same transactions and occurrences that are involved in this action: (1) that
11 Margolin was the rightful owner of Patents Nos. 5,566,073 and 5,904,724, dated July 20, 2004; (2)
12 that the assignment of those patents was "forged, invalid, void, of no force and effect"; and (3) that
13 the assignment was to be "struck from the records of the USPTO." Id. The Arizona action,
14 therefore, involving the same transactions and occurrences has been litigated to a final judgment.
15 Id. Zandian was not a part of that action. Id.

16 In the Amended Complaint, Margolin has represented to the Court that "[i]n the Arizona
17 Action, Mr. Margolin and OTG filed a cross-claim for declaratory relief against Optima Technology
18 Corporation (Zandian) in order to obtain legal title to their respective patents." Am. Compl., ¶ 17.
19 Again, however, Zandian was not a party to the Arizona Action! Exhibit "B".

20 In the Amended Complaint there is not a single allegation suggesting that Zandian acted in
21 his individual capacity in such a way to cause a justiciable injury to Margolin. *See* Am. Compl.
22 Also, Zandian was never named as a party in the Arizona action where the same transactions and
23 occurrences have already been litigated to a final judgment. Exhibit "B". Most importantly,
24 Margolin has not alleged that any transactions or occurrences that are the subject of the Amended
25 took place within the State of Nevada or within the County of Storey. *See* Am. Compl. The only
26 conceivable, although speculative, connections between Nevada and Zandian that is provided in the
27 Amended Complaint include the following: (1) that Zandian "at all relevant times resided in Las
28 Vegas, Nevada"; (2) that "the Defendants at all times herein mentioned has been and/or is residing

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LAS VEGAS, NEVADA 89101
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1 or currently doing business in and/or are responsible for the actions complained of herein in Storey
2 County”; and (3) that Zandian is in some way connected to Optima Technology Corporation. Am.
3 Compl., ¶¶ 4, 8 and 6, respectively. Zandian has not been alleged to have committed conversion in
4 Nevada, interference with a contract in Nevada, interference with a perspective economic advantage
5 in Nevada, unjust enrichment in Nevada, or unfair and deceptive trade practices in Nevada. *See* Am.
6 Compl. While there is an allegation that Zandian filed out certain USPTO documents, there is not
7 any allegations that he did so in his individual capacity or that he did so within the State of Nevada.

8 On or about August 11, 2011, Margolin filed a Motion to Serve by Publication (hereinafter
9 “Publication Motion”). In that motion, Margolin did not provide any documents or evidence which
10 suggest that personal service was ever attempted upon Zandian within the State of Nevada.
11 Although Margolin has alleged that Zandian is a resident of Nevada, he attached a sworn declaration
12 to his Publication Motion stating that Zandian’s last known address is “8401 Bonita Downs Road,
13 Fair Oaks, California.” Publication Motion, Ex. “1”. Morgolin also attached three Affidavits of
14 Service indicating that personal service was attempted on Zandian in Sacramento County, California
15 only. *Id.* at Ex. “2” through “4”.

16 **III.**

17 **LEGAL ANALYSIS.**

18 **A. Service of the Summons and Complaint was Never Effectuated Upon Zandian.**

19 Proper service of a summons and complaint upon an individual must be made upon the
20 individual “defendant personally, or by leaving copies thereof at the defendant’s dwelling house or
21 usual place of abode with some person of suitable age and discretion then residing therein, or by
22 delivering a copy of the summons and complaint to an agent authorized by appointment or by law
23 to receive service of process.” NRCPP 4(d)(6). Pursuant to NRCPP 12(b)(4), insufficiency of service
24 of process is grounds to dismiss a complaint. The Court ordered service to be effectuated on or
25 before November 1, 2011. Exhibit “A”.

26 Zandian was not served a summons and complaint in the U.S. District Court action which
27 forms the basis of the instant action. Exhibit “C”. Zandian is not mentioned in the Order issued
28 from the U.S. District Court. *Id.* at Exhibits “B” & “C”. Zandian was not served a summons and

JOHN PETER LEE, LTD.
ATTORNEYS AT LAW
830 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA 89101
Telephone (702) 382-4044
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1 complaint in the instant action. Exhibit "A". Notwithstanding, Plaintiff took a default judgment
2 against Zandian. Id. That judgment has now been set aside because this Court found that Zandian
3 had not been properly served. Id. There is no evidence in the record suggesting that service has been
4 completed on Zandian as of the filing of this instant motion. *See* Court Record.

5 Because no summons was ever issued as to Zandian in the underlying U.S. District Court
6 action which forms the basis of the instant action, any domestication of the U.S. District Court action
7 as it pertains to Zandian is a clear violation of Zandian's constitutional right to notice under the Due
8 Process Clauses of the Fifth and Fourteenth Amendments of the U.S. Constitution. Additionally,
9 Zandian was not served in the instant case, in furtherance of the deprivation of Zandian's right to due
10 process.

11 Because Zandian has never been given notice as required by NRCP 4 and/or the U.S.
12 Constitution, Zandian must be dismissed from the instant action upon this instant motion by special
13 appearance.

14 **B. Nevada Does Not Have Personal Jurisdiction Over Zandian in the Instant**
15 **Action.**

16 "The plaintiff bears the burden of producing *some* evidence in support of all facts necessary
17 to establish personal jurisdiction [emphasis added]." Trump v. District Court, 109 Nev. 687, 692-93,
18 857 p.2d 740, 748 (1993). At first, Margolin alleged that Zandian resided in either San Diego or Las
19 Vegas, but Plaintiff did not even attempt to serve Zandian in either of these alleged places of
20 residence. *See* Compl.; *compare to* Publication Motion. Now, Margolin alleges in one paragraph
21 of his Amended Complaint that Zandian has "at all relevant times resided in Las Vegas, Nevada."
22 Am. Compl., ¶ 4. Margolin makes this allegation so that the Court will deem that it has personal
23 jurisdiction over Zandian without further inquiry. Three paragraphs later, Margolin has alleged that
24 Zandian and his co-defendant "at all relevant times herein mentioned has been and/or is residing or
25 currently doing business in and/or are responsible for the actions complained of herein in Storey
26 County." Margolin makes this allegation sp that the Court will deem Storey County as the proper
27 venue without further inquiry. So, Zandian has been alleged to reside in Las Vegas, San Diego, and
28 now Storey County; however, Margolin has never alleged with any specificity whatsoever that any

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

1 of the transactions and occurrences (on the part of Zandian, as an individual) giving rise to this action
2 took place within the State of Nevada.

3 "There are two types of personal jurisdiction: general and specific." Trump v. District Court,
4 109 Nev. 687,699, 857 p.2d 740, 748 (1993). "General jurisdiction over the defendant 'is
5 appropriate where the defendant's forum activities are so 'substantial' or continuous and systematic'
6 that it may be deemed present in the forum.'" Id.; see also Baker v. Eighth Jud. Dist. Ct., 116 Nev.
7 527, 531-31, 999 P.2d 1020, 1023 (2000) (holding that "membership in the state bar, in and of itself,
8 does not subject an individual to general jurisdiction in the state of membership because such contact
9 is not substantial, continuous, or systematic."). In this case, Plaintiff has not alleged that Zandian
10 has ever had any "forum activities" in Nevada. Thus, without more, Nevada cannot exercise general
11 personal jurisdiction over Zandian.

12 "Specific personal jurisdiction over a defendant may be established only where the cause of
13 action arises from the defendant's contacts with the forum." Baker, supra. "To subject a defendant
14 to specific jurisdiction, this court must determine if the defendant 'personally established minimum
15 contacts' so that jurisdiction would 'comport with fair play and substantive justice [internal
16 quotations omitted]'" Id. (citing Burger King Corp. V. Rudzewicz, 471 U.S. 462, 476-77, 85 L. Ed.
17 2d 528, 105 S. Ct. 2174 (1985) (quoting International Shoe Co. v. Washington, 326 U.S. 310, 320,
18 90 L. Ed. 95, 66 S. Ct. 154 (1945)). "In order for a forum state to obtain personal jurisdiction over
19 a nonresident defendant, the Due Process Clause of the Fourteenth Amendment requires that the
20 defendant have 'minimum contacts' with the forum state 'such that the maintenance of the suit does
21 not offend traditional notions of fair play and substantial justice.'" Baker, supra at 531-31. Here,
22 Plaintiff has not alleged *any* contacts between Zandian and Nevada, except to allege that Zandian
23 resides in either San Diego or Las Vegas or Storey County, and this is simply not enough to find that
24 the court has personal jurisdiction over Zandian. Period. It was not enough last time Zandian filed
25 a Motion to Dismiss this action, and it is not enough this time either, particularly because the
26 Amended Complaint does not state a single transaction or occurrence that took place in Nevada.
27 Thus, even if the instant transactions and occurrences complained about in the Amended Complaint
28 were not adjudicated to a final judgment in Arizona, not a single transaction or occurrence has been

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

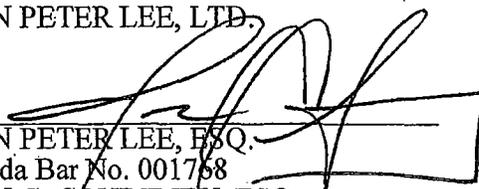
1 stated to have occurred in Nevada.

2 Zandian has not consented to personal jurisdiction in Nevada. Additionally, Zandian appears
3 now, by and through his counsel, on a limited basis to respectfully dispute the Court's jurisdiction
4 over him. Because Zandian is appearing for the sole purposes of disputing the Court's jurisdiction
5 and challenging the propriety of service upon him, Zandian has neither consented to jurisdiction nor
6 waived the lack thereof.

7 Margolin has not alleged or produced any facts indicating that Zandian has had minimum
8 contacts with the State of Nevada. Period. This is true even though Margolin was granted leave to
9 amend his Complaint the last time Zandian sought dismissal. Thus, pursuant to NRCP 12(b)(2), the
10 Court must dismiss Zandian from the instant action without prejudice.

11 DATED this 16th day of November, 2011.

12 JOHN PETER LEE, LTD.

13 BY: 
14 JOHN PETER LEE, ESQ.
15 Nevada Bar No. 001788
16 JOHN C. COURTNEY, ESQ.
17 Nevada Bar No. 011092
18 830 Las Vegas Boulevard South
19 Las Vegas, Nevada 89101
20 Ph: (702) 382-4044/Fax: (702) 383-9950
21 Attorneys for Defendant Reza Zandian

22 **CERTIFICATE OF MAILING**

23 I HEREBY CERTIFY that on the 16th day of November, 2011, a copy of the foregoing
24 MOTION TO DISMISS AMENDED COMPLAINT ON A SPECIAL APPEARANCE was served
25 on the following parties by mailing a copy thereof, first class mail, postage prepaid, addressed to:

26 Adam McMillen, Esq.
27 Watson Rounds
28 5371 Kietzke Lane
Reno, NV 89511


An employee of
JOHN PETER LEE, LTD.

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

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

9
10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

19
20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

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

21 Plaintiff Jed Margolin hereby applies for a default judgment pursuant to NRC
22 55(b)(2) against Defendants Reza Zandian ("Zandian"), Optima Technology Corporation, a
23 Nevada corporation, and Optima Technology Corporation, a California corporation, in the
24 principal amount of \$1,497,328.90, together with interest at the legal rate accruing from the
25 date of default judgment. This Application is based upon the grounds that the Defendants are
26 in default for failure to plead or otherwise defend as required by law.

27 Based on the following arguments and evidence, Plaintiff requests that the Court enter
28 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 NRC 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 NRC 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.

III. ARGUMENT

1
2 NRCP 55(b)(2) allows a party to apply to the Court for a default judgment. As set
3 forth above, defaults have been properly entered against all Defendants. Default was entered
4 against the corporate Defendants because they did not obtain counsel to represent them and
5 they ignored the Court's order to obtain counsel. Default was entered against Zandian as a
6 discovery sanction. When default is entered as a result of a discovery sanction, the non-
7 offending party need only establish a prima facie case in order to obtain a default judgment.
8 *Foster v. Dingwall*, 126 Nev. Adv. Op. 6, 227 P.3d 1042, 1049 (Nev. 2010) (default judgment
9 entered and upheld after pleadings were stricken as a result of discovery sanction). Where a
10 district court enters default, the facts alleged in the pleadings will be deemed admitted. *Id.*,
11 *citing Estate of LoMastro v. American Family Ins.*, 124 Nev. 1060, 1068, 195 P.3d 339, 345 n.
12 14 (2008). Thus, the district court shall consider the allegations deemed admitted to determine
13 whether the non-offending party has established a prima facie case for liability. *Foster*, 126
14 Nev. Adv. Op. 6, 227 P.3d at 1050.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 As alleged in the Amended Complaint, Mr. Margolin and OTG had already licensed
25 the '073 and '724 Patents and were engaging in negotiations with other prospective licensees
26 of the Patents when Defendants filed the fraudulent assignment documents with the USPTO
27 with the intent to disrupt the prospective business. Complaint, ¶¶ 32-35. As a result of
28

1 Defendants' acts, Plaintiff's prospective business relationships were disrupted and Plaintiff has
2 suffered damages in the amount of \$300,000, as stated above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 *Id.*

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

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

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

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

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

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

15 *Id.*

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

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

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

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

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

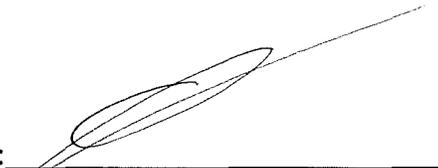
5 **IV. CONCLUSION**

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

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

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

14 Dated this 16th day of April, 2013.

15 BY: 

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

CERTIFICATE OF SERVICE

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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, **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

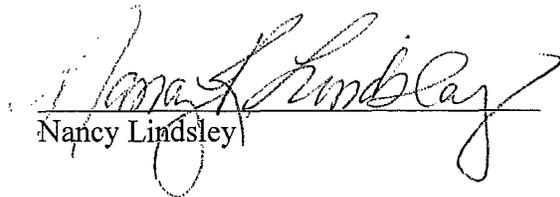
Optima Technology Corp.
A Nevada corporation
8401 Bonita Downs Road
Fair Oaks, CA 95628

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