

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

REZA ZANDIAN A/K/A GOLAMREZA  
ZANDIANJAZI A/K/A GHOLAM REZA  
ZANDIAN A/K/A REZA JAZI A/K/A J.  
REZA JAZI A/K/A G. REZA JAZI A/K/A  
GHONOREZA ZANDIAN JAZI, AN  
INDIVIDUAL,

Appellant,

vs.

JED MARGOLIN, AN INDIVIDUAL,

Respondent.

**Nevada Supreme Court  
Case No. 65960**

**APPEAL**

from the FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR CARSON CITY  
THE HONORABLE JAMES T. RUSSELL, District Judge

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**JOINT APPENDIX**

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**VOLUME I**

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*Attorneys for Appellant, Reza Zandian*

**ALPHABETICAL INDEX TO JOINT APPENDIX (“J.A.”)**

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

***vs.***

***JED MARGOLIN, an individual,  
Respondent.***

**Nevada Supreme Court Case Number: 65960**

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1 Case No.: 09 OC 00579 1B

2 Dept. No.: I

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

8  
9 JED MARGOLIN, an individual,

10 Plaintiff,

11 vs.

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

23 Defendants.

24  
25  
26 **COMPLAINT**

(Exemption From Arbitration Requested)

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

**The Parties**

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

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

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

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

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

12 6. Mr. Margolin believes, and therefore alleges, that at all times herein mentioned,  
13 each of the Defendants was the agent, servant or employee of each of the other Defendant and at  
14 all times was acting within the course and scope of said agency and/or employment and that each  
15 Defendant is liable to Mr. Margolin for the reasons and the facts herein alleged. Relief is sought  
16 herein against each and all of the Defendants jointly and severally, as well as its or their agents,  
17 assistants, successors, employees and all persons acting in concert or cooperation with them or at  
18 their direction. Mr. Margolin will amend his Complaint when such additional persons acting in  
19 concert or cooperation are ascertained.  
20  
21

### 22 Jurisdiction and Venue

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



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

4 **Facts**

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

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

11 11. In July 2004, Mr. Margolin granted to Optima Technology Group ("OTG"), a  
12 Cayman Islands Corporation specializing in aerospace technology, a Power of Attorney  
13 regarding the '073 and '724 Patents. In exchange for the Power of Attorney, OTG agreed to pay  
14 Mr. Margolin royalties based on OTG's licensing of the '073 and '724 Patents.  
15

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

19 13. On about July 20, 2004, Mr. Margolin assigned the '073 and '724 Patents to  
20 OTG.  
21

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

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

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

5 17. Soon thereafter, Mr. Margolin and OTG were named as defendants in an action  
6 for declaratory relief regarding non-infringement of the ‘073 and ‘724 Patents in the United  
7 States District Court for the District of Arizona, in a case titled: *Universal Avionics Systems*  
8 *Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the “Arizona  
9 Action”). In the Arizona Action, Mr. Margolin and OTG filed a cross-claim for declaratory  
10 relief against Zandian in order to obtain legal title to their respective patents.  
11

12 18. On August 18, 2008, the United States District Court for the District of Arizona  
13 entered a final judgment in favor of Mr. Margolin and OTG on their declaratory relief action, and  
14 ordered that OTC had no interest in the ‘073 or ‘724 Patents, and that the assignment documents  
15 filed with the USPTO were “forged, invalid, void, of no force and effect.” Attached as Exhibit A  
16 is a copy of the Order from the United States District Court in the Arizona Action.  
17

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

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

24 **Claim 1--Conversion**  
**(Against All Defendants)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 43. As a direct and proximate result of the Defendants' unfair and deceptive trade  
26 practices, Mr. Margolin has suffered damages in excess of ten thousand dollars (\$10,000),  
27 entitling him to the relief set forth below.  
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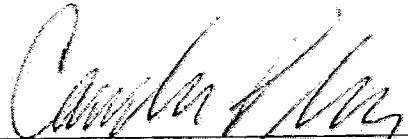
WHEREFORE, Plaintiff Jed Margolin, prays for judgment against the Defendants as follows:

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

**AFFIRMATION**

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

DATED: December 10, 2009

WATSON ROUNDS  
  
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Cassandra P. Joseph (9845)  
WATSON ROUNDS  
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Reno, NV 89511  
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*Attorneys for Plaintiff Jed Margolin*



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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS) CORPORATION,

Plaintiff,

vs.

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

Defendants.

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

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS CORPORATION, an Arizona corporation,

Counterdefendant,

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

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY CORPORATION,

Cross-Defendant.

No. CV 07-588-TUC-RCC

**ORDER**

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

4 Therefore, IT IS HEREBY ORDERED:

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

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

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

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

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

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

19 DATED this 18<sup>th</sup> day of August, 2008.

20  
21  
22 

23 Raner C. Collins  
24 United States District Judge



ORIGINAL

1 Matthew D. Francis (6978)  
Adam P. McMillen (10678)  
2 WATSON ROUNDS  
5371 Kietzke Lane  
3 Reno, NV 89511  
Telephone: 775-324-4100  
4 Facsimile: 775-333-8171  
Attorneys for Plaintiff Jed Margolin  
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7 In The First Judicial District Court of the State of Nevada  
8 In and for Carson City  
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10 JED MARGOLIN, an individual,  
11 Plaintiff,  
12 vs.  
13 OPTIMA TECHNOLOGY CORPORATION,  
a California corporation, OPTIMA  
14 TECHNOLOGY CORPORATION, a Nevada  
corporation, REZA ZANDIAN  
15 aka GOLAMREZA ZANDIANJAZI  
16 aka GHOLAM REZA ZANDIAN  
aka REZA JAZI aka J. REZA JAZI  
17 aka G. REZA JAZI aka GHONONREZA  
18 ZANDIAN JAZI, an individual, DOE  
Companies 1-10, DOE Corporations 11-20,  
19 and DOE Individuals 21-30,  
20 Defendants.  
21

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

AMENDED COMPLAINT  
(Exemption From Arbitration Requested)

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

25 The Parties

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

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

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

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

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

19   **Jurisdiction and Venue**

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

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

28           ///

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  
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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.

**Claim 4—Unjust Enrichment**  
**(Against All Defendants)**

1  
2  
3 36. Paragraphs 1-35 of the Complaint set forth above are incorporated herein by  
4 reference.

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

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

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

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

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

12  
13 41. Paragraphs 1-40 of the Complaint set forth above are incorporated herein by  
14 reference.

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

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

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

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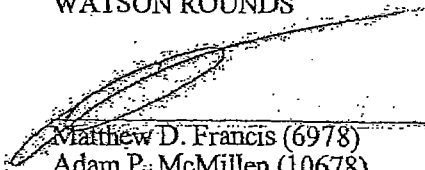
4. That Plaintiff be awarded actual, consequential, future, and punitive damages of whatever type or nature;
5. That the Court award all such further relief that it deems just and proper.

**AFFIRMATION**

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

DATED: August 11, 2011

WATSON ROUNDS



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

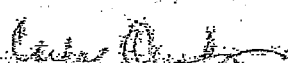
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**CERTIFICATE OF SERVICE**

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

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

Dated: August 11, 2011

  
\_\_\_\_\_  
Carla Ousby



ORIGINAL

REC'D & FILED ✓

No. 090C00579 1B

2011 NOV -7 PM 12:48

Dept No. 1

ALAN GLOVER

BY *[Signature]* CLERK  
DEPUTY

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

JED MARGOLIN, an individual,

Plaintiff,

v.

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

Defendants. /

*Add 1*  
**SUMMONS** on  
*Amended*  
*Complaint*

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

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

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

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

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

ALAN GLOVER  
Clerk of Court  
By *[Signature]*  
Deputy Clerk

Date October 11, 2011

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

RETURN OF SERVICE ON REVERSE SIDE

AFFP DISTRICT COURT  
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)  
COUNTY OF CLARK) SS:

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

WATSON ROUNDS 3983802WAT 7491351

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

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

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

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

Additional SUMMONS  
ON AMENDED COMPLAINT  
THE STATE OF NEVADA SENDS  
GREETINGS TO: REZA ZANDIAN aka  
GOLAMREZA ZANDIANJAZI aka  
GHOLAM REZA ZANDIAN aka REZA  
JAZI aka J. REZA JAZI aka G. REZA  
JAZI aka CHONONREZA ZANDIAN  
JAZI

NOTICE: YOU HAVE BEEN SUED. THIS  
ACTION IS BROUGHT TO RECOVER  
DAMAGES AS A RESULT OF THE  
DEFENDANT'S FRAUDULENT ASSIGN-  
MENT OF DOCUMENTS RELATING TO  
RECENTLY ACQUIRED REAL ESTATE  
PROPERTY. YOU ARE ADVISED THAT  
YOU MUST RESPOND TO THIS  
SUMMONS WITHIN 20 DAYS.

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

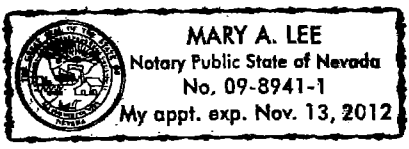
TO THE DEFENDANT: A Civil  
Complaint has been filed by the  
Plaintiff(s) against you.

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

Signed: Stacey M. Lewis

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

Mary A. Lee  
Notary Public



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**Publishers of**

**Reno Gazette-Journal**

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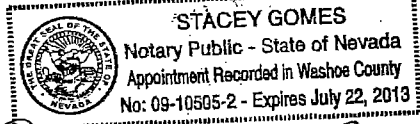
STATE OF NEVADA  
COUNTY OF WASHOE

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

Signed:

*Jeff Montemayor*  
OCT 07 2011

Subscribed and sworn to before me



*Stacey Gomes*

**Proof of Publication**

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

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

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

No. 090C00579 J B  
Dept. No. 1

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

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

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

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

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

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

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

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

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

**AFFIDAVIT OF PUBLICATION**

WATSON ROUNDS  
5371 KIETZKE LANE  
RENO, NV 89511

STATE OF CALIFORNIA } ss.  
County of San Diego }

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

**The San Diego Union-Tribune**

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

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

  
Chief Clerk for the Publisher

10-14-2011  
Date

**Affidavit of Publication of**

Legal Advertisement  
Ad # 0010554103  
ORDERED BY: CARLA OUSBY

JED MARGOLIN  
an individual  
Plaintiff

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

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

NOTICE: YOU  
HAVE BEEN  
SUED. THIS AC-  
TION IS BROUGHT  
TO RECOVER  
DAMAGES AS A  
RESULT OF  
THE DEFEND-  
ANTS' FRAUDU-  
LENT ASSIGH-  
MENT OF DOCU-  
MENTS RELATING  
TO PATENT NO'S  
5,964,073 AND  
5,974,724 AND  
5,974,891 AS MORE  
FULLY STATED IN  
THE COMPLAINT.  
THE COURT MAY  
DECIDE  
AGAINST YOU  
WITHOUT YOUR  
BEING HEARD UN-  
LESS YOU RE-  
SPOND WITHIN 20  
DAYS. READ THE  
INFORMATION  
BELOW:

TO THE DEFEND-  
ANT: A civil com-  
plaint or petition has  
been filed by the  
plaintiff(s) against  
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1. If you wish to de-  
fend this lawsuit,  
you must, within 20  
days after this sum-  
mons is served on  
you, exclusive of the  
day of service, file  
with the Clerk of the  
Court a written  
pleading in response  
to this Complaint.  
2. Unless you re-  
spond, a default will  
be entered upon ap-  
plication of the  
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plaint, which could  
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4. You are required  
to serve your re-  
sponse upon plain-  
tiff's attorney, whose  
address is:

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

ALAN GLOVER  
Clerk of Court

By: E. Cooper,  
Deputy Clerk

Date August 11, 2011

ORIGINAL

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No. 090C00579 1B

2011 NOV -7 PM 12:48

Dept No. 1

ALAN GLOVER  
BY [Signature] CLERK  
DEPUTY

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

JED MARGOLIN, an individual,  
Plaintiff,

v.

Add 1  
SUMMONS on  
Amended  
Comp

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

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

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

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

ALAN GLOVER  
Clerk of Court  
By [Signature]  
Deputy Clerk

Date August 11, 20 11.

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

RETURN OF SERVICE ON REVERSE SIDE

AFFP DISTRICT COURT  
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)  
COUNTY OF CLARK) SS:

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

WATSON ROUNDS 3983802WAT 7491280

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

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

NO. 090C00579 1B DEPT. NO. 1  
 in the First Judicial District Court  
 of the State of Nevada  
 in and for Carson City

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

Additional SUMMONS  
 ON AMENDED COMPLAINT

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

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

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

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

Signed: Stacey M. Lewis

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

Mary A. Lee  
Notary Public



**RENO NEWSPAPERS INC**  
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**Reno Gazette-Journal**  
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STATE OF NEVADA  
COUNTY OF WASHOE

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

Subscribed and sworn to before me

Signed:

*Jeff Montemayor*  
OCT 07 2011



*Stacey Gomes*

**Proof of Publication**

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



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

**Additional SUMMONS on Amended Complaint**  
in the First Judicial District Court of the State of Nevada  
in and for Carson City

No. 090C00579 1 B  
Dept No. 3

JED MARGOLIN, an individual;  
Plaintiff;

v.

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

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

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

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

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

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

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

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

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

/s/ALAN GLOVER  
Clerk of Court  
Deputy Clerk

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

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

**AFFIDAVIT OF PUBLICATION**

WATSON ROUNDS  
5371 KIETZKE LANE  
RENO, NV 89511

STATE OF CALIFORNIA } ss.  
County of San Diego }

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

**The San Diego Union-Tribune**

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

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

  
Chief Clerk for the Publisher

10-14-2011  
Date

**Affidavit of Publication of**

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ORDERED BY: CARLA OUSBY

No. 090085718  
Dept. No. 1  
In the First Judicial  
District Court of the  
State of Nevada  
In and for Carson  
City  
JED MARGOLIN  
an individual,  
Plaintiff,  
v.  
OPTIMA  
TECHNOLOGY  
CORPORATION, a  
California corporation  
and  
OPTIMA  
TECHNOLOGY  
CORPORATION, a  
Nevada corporation,  
REZA ZANDIAN  
aka GOLAMREZA  
ZANDIANJAZI aka  
GHOLAM REZA  
ZANDIAN aka  
REZA JAZI aka  
J. REZA JAZI,  
aka G. REZA JAZI  
aka GHOLAMREZA  
ZANDIAN JAZI, all  
individuals, DOE  
Companies: 1-90  
DOE Corporations  
11-26, and DOE ind-  
ividuals 21-30  
Defendants.

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

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

TO THE DEFEND-  
ANT: A civil com-  
plaint or petition has  
been filed by the  
plaintiff(s) against  
you:  
1. If you wish to de-  
fend this lawsuit,  
you must, within 20  
days after this sum-  
mons is served on  
you, exclusive of the  
day of service, file  
with the Clerk of the  
Court a written  
pleading in response  
to this Complaint.  
2. Unless you re-  
spond, a default will  
be entered upon ap-  
plication of the  
plaintiff(s) and this  
Court may enter a  
judgment against  
you for the relief de-  
manded in the com-  
plaint, which could  
result in the taking  
of money or prop-  
erty or the relief re-  
quested in the  
Complaint.  
3. If you wish to seek  
the advice of an at-  
torney in this mat-  
ter, you should do so  
promptly so that  
your response may  
be filed on time.  
4. You are required  
to serve your re-  
sponse upon plain-  
tiff's attorney, whose  
address is:

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

ALAN GLOVER  
Clerk of Court  
By C. Cooper,  
Deputy Clerk  
Date August 11, 2011

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

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

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

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2012 MAR -6 PM 1:55  
ALAN GLOVER  
BY [Signature] CLERK  
DEPUTY

*Stratton Per  
Order filed  
Jan. 13, 2013*

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

16 JED MARGOLIN, an individual;  
17  
18 Plaintiff,

19 vs.

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

Defendants.

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

1334.023382-td

**GENERAL DENIAL**

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

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

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

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**ATTORNEYS' FEES**

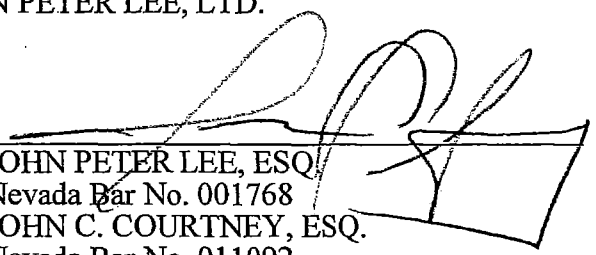
Defendant has been required to retain the services of JOHN PETER LEE, LTD. to defend against this action, and he is entitled to reasonable attorneys' fees therefor.

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

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

DATED this 5<sup>th</sup> day of March, 2012.

JOHN PETER LEE, LTD.

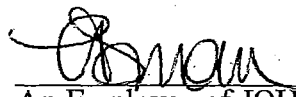
BY:   
JOHN PETER LEE, ESQ.  
Nevada Bar No. 001768  
JOHN C. COURTNEY, ESQ.  
Nevada Bar No. 011092  
830 Las Vegas Boulevard South  
Las Vegas, Nevada 89101  
Ph: (702) 382-4044/Fax: (702) 383-9950  
Attorneys for Defendant

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CERTIFICATE OF MAILING

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

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

  
An Employee of JOHN PETER LEE, LTD.

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


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

REC'D & FILED

2012 MAR 14 PM 1:00

ALAN GLOVER

BY  CLERK  
DEPUTY

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

11 JED MARGOLIN, an individual;  
12  
13 Plaintiff,

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

14 vs.

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

21 Defendants.

1334.023382-td

22 **GENERAL DENIAL**

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

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

28 ...

**JOHN FELEK LEE, L.L.D.**  
ATTORNEYS AT LAW  
830 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA 89101  
Telephone (702) 382-4044  
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**ATTORNEYS' FEES**

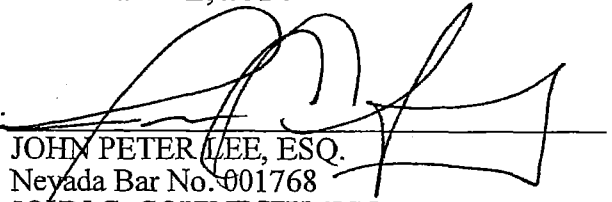
Defendant has been required to retain the services of JOHN PETER LEE, LTD. to defend against this action, and he is entitled to reasonable attorneys' fees therefor.

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

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

DATED this 13<sup>th</sup> day of March, 2012.

JOHN PETER LEE, LTD.

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

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

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CERTIFICATE OF MAILING

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

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

  
An Employee of JOHN PETER LEE, LTD.



6/24/13

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

REC'D & FILED  
2013 JUN 24 PM 4:12  
ALAN GLOVER  
BY *Alan Glover* CLERK  
DEPUTY

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

13 JED MARGOLIN, an individual,  
14  
15 Plaintiff,  
16  
17 vs.  
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19 OPTIMA TECHNOLOGY CORPORATION,  
20 a California corporation, OPTIMA  
21 TECHNOLOGY CORPORATION, a Nevada  
22 corporation, REZA ZANDIAN aka  
23 GOLAMREZA ZANDIANJAZI aka GHOLAM  
24 REZA ZANDIAN aka REZA JAZI aka J. REZA  
25 JAZI aka G. REZA JAZI aka GHONONREZA  
26 ZANDIAN JAZI, an individual, DOE Companies  
27 1-10, DOE Corporations 11-20, and DOE  
28 Individuals 21-30,  
29  
30 Defendants.

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

**DEFAULT JUDGMENT**

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

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

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

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

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

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

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

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

  
DISTRICT COURT JUDGE

REC'D & FILED

2013 JUN 27 PM 3:22

ALAN GLOVER  
CLERK  
BY *[Signature]*  
DEPUTY

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

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

20 **Defendants.**

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

**Dept. No.: 1**

**NOTICE OF ENTRY OF**  
**DEFAULT JUDGMENT**

21 TO: All parties:

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

26 ///

27 ///

1 Default Judgment.

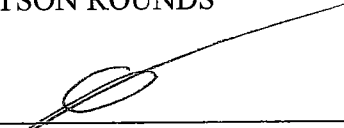
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**Affirmation Pursuant to NRS 239B.030**

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

DATED: June 26, 2013.

WATSON ROUNDS

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

Attorneys for Plaintiff Jed Margolin

1 **CERTIFICATE OF SERVICE**

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

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

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

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

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

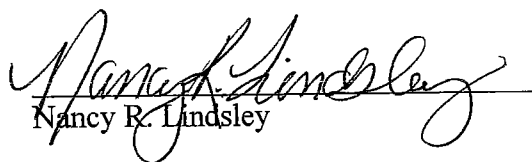
18 Optima Technology Corp.  
19 A California corporation  
20 8401 Bonita Downs Road  
21 Fair Oaks, CA 95628

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

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

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

Dated: June 26, 2013.

  
Nancy R. Lindsley

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

REC'D & FILED

2013 JUN 24 PM 4: 12

ALAN GLOVER  
C. ERVEN  
BY \_\_\_\_\_ CLERK  
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**In The First Judicial District Court of the State of Nevada  
In and for Carson City**

JED MARGOLIN, an individual,

Plaintiff,

vs.

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

Defendants.

Case No.: 090C00579 1B

Dept. No.: 1

**DEFAULT JUDGMENT**

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

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

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

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

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

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

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

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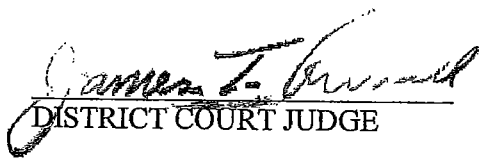
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JUDGMENT is hereby entered against Defendant Zandian and Defendants Optima  
Technology Corporation, a Nevada corporation, and Optima Technology Corporation, a  
California corporation, in favor of Plaintiff this 24<sup>th</sup> day of June, 2013.

  
DISTRICT COURT JUDGE

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

REC'D & FILED  
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ALAN GLOVER  
BY *[Signature]*  
DEPUTY

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

10 **JED MARGOLIN, an individual,**

11 **Plaintiff,**

12 **vs.**

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

20 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

**MOTION FOR JUDGMENT DEBTOR**  
**EXAMINATION AND TO PRODUCE**  
**DOCUMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 11<sup>th</sup> day of December, 2013.      Respectfully submitted,

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

1 POINTS AND AUTHORITIES

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

4 NRCP 69(a).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 Also, in an unrelated lawsuit, Zandian was deposed on June 23, 2010, and in that  
24 deposition he refused to provide his address or his driver's license for identification. *See*  
25 Exhibit 5. He was only willing to state that he was a resident of the State of California and  
26 that he lived in San Diego for the last seven years. *See* Exhibit 5 at 10:17-18, 13:18-24.<sup>1</sup>

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

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

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

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

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

21 **D. Conclusion**

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

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


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



DECLARATION

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

Dated this 11<sup>th</sup> day of December, 2013.

BY: 

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

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**CERTIFICATE OF SERVICE**

Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, MOTION FOR JUDGMENT DEBTOR EXAMINATION AND TO PRODUCE DOCUMENTS, addressed as follows:

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

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

Alborz Zandian  
9 Almanzora  
Newport Beach, CA 92657-1613

Reza Zandian  
8401 Bonita Downs Road  
Fair Oaks, CA 95628

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

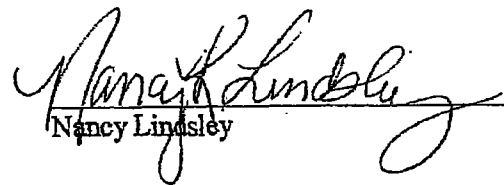
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8401 Bonita Downs Road  
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A California corporation  
8775 Costa Verde Blvd. #501  
San Diego, CA 92122

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

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

Dated: December 11, 2013

  
Nancy Lindsley

INDEX OF EXHIBITS

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

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**Exhibit 1**

**Exhibit 1**



**HAWKINSMELENDREZ**  
ATTORNEYS AT LAW

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

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

December 6, 2013

Via U.S. Mail & Facsimile

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

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

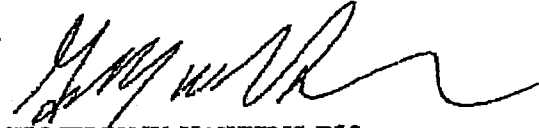
Dear Mr. McMillen,

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

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

Very truly yours,

HAWKINS MELENDREZ, P.C.



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

GWH/mam

**HAWKINS MELENDREZ, P.C.**

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

# Fax

TO: WATSON ROUNDS

FROM: Lauren Kidd

ATT: Adam P. McMillan, Esq.

PAGES: Two (2) including cover.

FAX: 702-318-8801

FAX: 775-333-8171

PHONE: 702-318-8800

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

**COMMENTS:**

**Please see attached correspondence.**

o

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

# Exhibit 2

# Exhibit 2

DOC # 489610

04/11/2012 12:39 PM

Official Record

Requested By  
STATE OF NEVADA

Lyon County - NV

Mary C. Milligan - Recorder

Page 1 of 18 Fee:

Recorded By: DLM RPTT:

513B

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

AFTER RECORDING RETURN  
TO:

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



0489610

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

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

UNOFFICIAL COPY

TEMPORARY EASEMENT DEED

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

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





489610

04/11/2012  
002 of 10

WITNESSETH:

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

Parcel: U-050-LY-019.717E

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

Parcel: U-050-LY-019.752E

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



489610

04/11/2012  
003 of 10

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

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

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

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

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

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

REZA ZANDIAN AND NILOOFAR FOUGHANI, HUSBAND AND WIFE

BY:

Reza Zandian

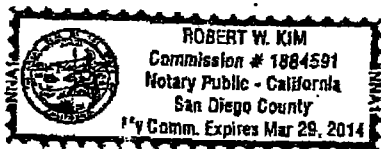
BY:

Niloofar Foughani

State of CALIFORNIA  
County of SAN DIEGO

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

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Robert W. Kim  
Notary



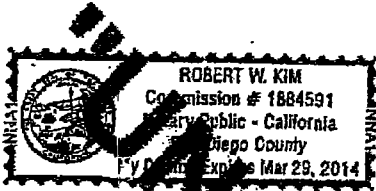
489610

04/11/2012  
004 of 10

State of CALIFORNIA  
County of SAN DIEGO

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

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Robert W. Kim  
Notary

ELIAS ABRISHAMI AND MINOO ABRISHAMI, HUSBAND AND WIFE

BY: \_\_\_\_\_  
Elias Abrishami

BY: \_\_\_\_\_  
Minoo Abrishami

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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Notary

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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Notary

NOTARY PUBLIC STATE OF CALIFORNIA

489610

04/11/2012  
005 of 10

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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Notary

ELIAS ABRISHAMI AND MINOO ABRISHAMI, HUSBAND AND WIFE

BY: Elias Abrishami  
Elias Abrishami

BY: Minoo Abrishami  
Minoo Abrishami

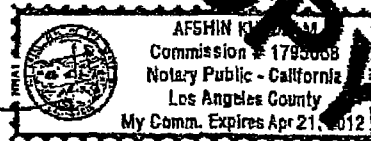
State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary



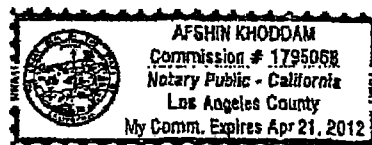
State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary





489610

04/11/2012  
006 of 10

ENAYAT ABRISHAMI AND NAIMA ABRISHAMI, HUSBAND AND WIFE

BY: Enayat Abrishami  
Enayat Abrishami

BY: N. Abrishami  
Naima Abrishami

State of California  
County of Los Angeles

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

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

Fahimeh Zomorodian  
Notary



State of California  
County of Los Angeles

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

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

Fahimeh Zomorodian  
Notary



EAGLES NEST LLC, A California Limited Liability Company

BY: \_\_\_\_\_  
Bahman Tamjidi

UNOFFICIAL COPY



489610

04/11/2012  
007 of 10

EAGLES NEST LLC, A California Limited Liability Company

BY: *B. Tamjidi*  
Bahman Tamjidi

State of CA  
County of \_\_\_\_\_

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

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*See the attachment notary*  
Notary

JOHNATHON FAYEGHI, AN UNMARRIED MAN

BY: \_\_\_\_\_  
Johnathon Fayeghi

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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04/11/2012  
008 of 10

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

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

personally appeared Bahman Tamijidi

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

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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Temporary Easement

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

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer is Representing: \_\_\_\_\_



489610

04/11/2012  
009 of 10

EAGLES NEST LLC, A California Limited Liability Company

BY: Bahman Tamjidi

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

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Notary

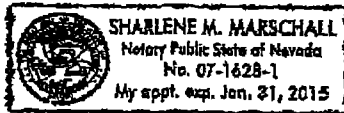
JOHNATHON FAYEGHI, AN UNMARRIED MAN

BY: Johnathon Fayeghi

State of Nevada  
County of Clark

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

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Sharlene M. Marshall  
Notary





489610

04/11/2012  
010 of 10

RASHAD AND REEM EL-SABAWI FAMILY TRUST

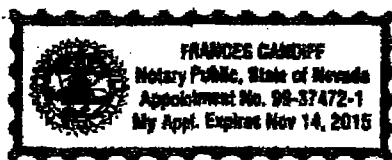
BY: [Signature]  
Rashad El-Sabawi

BY: [Signature]  
Reem El-Sabawi

State of Nevada  
County of Clark

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

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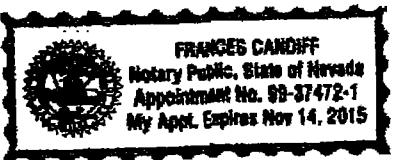


[Signature]  
Notary

State of Nevada  
County of Clark

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

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[Signature]  
Notary

UNOFFICIAL COPY

# Exhibit 3

# Exhibit 3

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

Dec 08 07 01:52p nikan

858-625-2460

017/017

p.4

**Optima Technology Corporation**

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

December 5, 2007

United States Patent Office  
Patent Assignment Department

Fax: 571-273-0140

Subject: Assignment of Patents

Dear Sir,

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

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

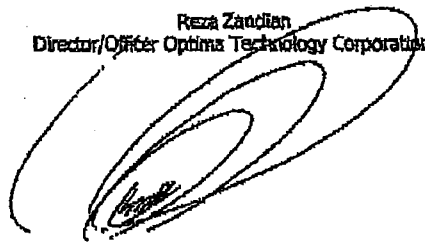
to be assigned to Optima Technology Corporation a Nevada Corporation with the Address:

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

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

Truly Yours

Reza Zandian  
Director/Officer Optima Technology Corporation



# Exhibit 4

# Exhibit 4

\*\*\* THIS IS AN UNOFFICIAL COPY \*\*\*



604694

07/21/2008  
002 of 20

Handwritten initials: KOS

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

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

**1. RECITALS**

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

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

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

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

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

Handwritten initials: Rk

Handwritten initials: (circled) Rk, (circled) Rk, (circled) Rk



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07/21/2008  
003 of 20

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

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

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

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

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

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07/31/2008  
004 of 20

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

**2. TERMS OF AGREEMENT**

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

**2.1 Wendover Project, LLC**

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

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

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

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

RK





600099

07/31/2006  
006 of 20

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

## 2. TERMS OF AGREEMENT

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

### 2.1 Wendover Project, LLC

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

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

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

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

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07/01/2008  
006 of 28

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

## 2. TERMS OF AGREEMENT

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

### 2.1 Wendover Project, LLC

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

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

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

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

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07/24/2008  
067 of 28

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

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

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

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

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000 of 20

**2.2 Big Springs Ranch, LLC**

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

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

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

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*[Handwritten initials]*



2.2 Big Springs Ranch, LLC

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

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

R.k.



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07/31/2008  
0:19 of 20

**2.2 Big Springs Ranch, LLC**

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

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

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

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

**2.3 The Sparks 320 acres**

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

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

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

**2.4 The Pah Rah Property**

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

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

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

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

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

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

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

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*[Handwritten initials]*





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013 of 26

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

2.7 Zandian shall dismiss the Litigation with prejudice.

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

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

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

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

**3. ATTORNEYS= FEES**

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

**4. ENTIRE AGREEMENT**

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

**5. APPLICABLE LAW**

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

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016 of 20

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

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

**6. BENEFIT**

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

**7. COUNTERPARTS**

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

**8. MUTUAL WARRANTIES**

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

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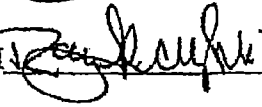

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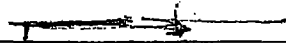
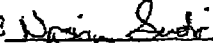
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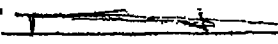
Agreement, and each individual executing this Settlement Agreement on behalf of any entity or person specifically warrants that he or she has the authority to sign this Settlement Agreement; If any term of this Agreement or the application of any term of this Agreement is held by a court of competent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

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


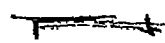
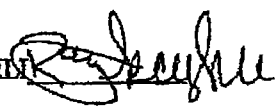
REZA ZANDIAN  WIFE 

RAY KOROGHLI  WIFE 

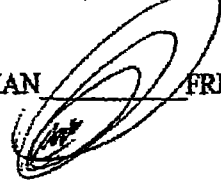
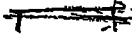
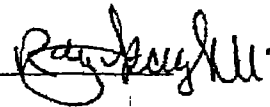
FRED SADRI  WIFE 

STAR LIVING TRUST  "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI  RAY KOROGHLI 

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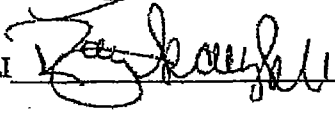
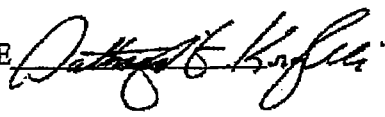
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017 of 20

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

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

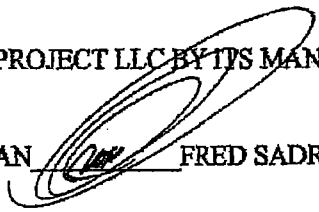
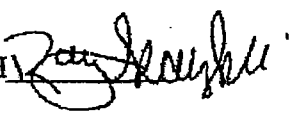
REZA ZANDIAN  WIFE \_\_\_\_\_

RAY KOROGHLI  WIFE 

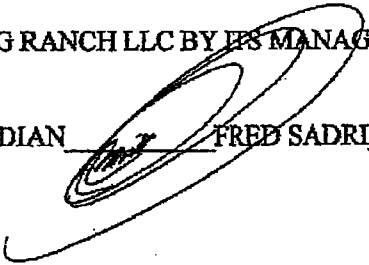
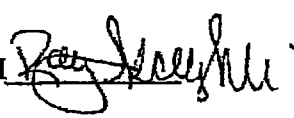
FRED SADRI \_\_\_\_\_ WIFE \_\_\_\_\_

STAR LIVING TRUST \_\_\_\_\_ "TRUSTEE"

WENDOVER PROJECT LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI \_\_\_\_\_ RAY KOROGHLI 

BIG SPRING RANCH LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN  FRED SADRI \_\_\_\_\_ RAY KOROGHLI 

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010 of 20

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NEVADA LAND & WATER RIGHTS LLC BY ITS MANAGING MEMBERS:

REZA ZANDIAN

FRED SADRI

RAY KOROGHLI

JOHN PETER LEE ESQ

only as to the provisions of Paragraph 2.5 above

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NOTICES

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

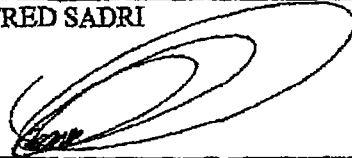
To: Mr. Fred Sadri & Star Living Trust  
2827 South Monte Cristo Way  
Las Vegas, NV 89117

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

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

ACKNOWLEDGED BY:

FRED SADRI



Date

6/19/08

REZA ZANDIAN

Date



RAY KOROGHLI

Date

6-19-08



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020 of 20

**NOTICES**

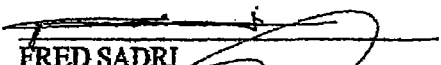
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To: Mr. Fred Sadri & Star Living Trust  
2827 South Monte Cristo Way  
Las Vegas, NV 89117

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

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

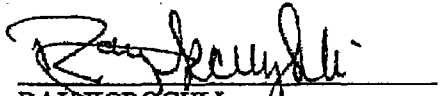
**ACKNOWLEDGED BY:**

  
FRED SADRI

JUNE 24 2008  
Date

  
REZA ZANDIAN

6/19/08  
Date

  
RAY KOROGHLI

6-19-08  
Date



# Exhibit 5

# Exhibit 5

# Fronteer Development v. Big Spring Ranch; et al

Condensed Transcript of the Deposition of

Reza Zandian

June 23, 2010

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

Page 1

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

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

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

---

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

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

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

2

3 FOR THE PLAINTIFF/COUNTERDEFENDANTS:

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

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

13

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

18

19 VIDEOPHOTOGRAPHER:  
20 JEFF WALDIE

21

22

23

24

25

Page 4

1 CHANGES OR CORRECTIONS BY WITNESS

2

3 PAGE LINE

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Wednesday, June 23, 2010

Page 5

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

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

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

Page 6

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

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

Peggy Hoogs & Associates  
(775) 327-4460

2 (Pages 5 to 8)



24th  
Missouri

Page 9

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

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

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

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

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

Page 14

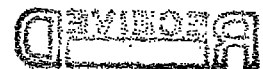
1 A That is, again, privileged information.  
 2 Q It's actually not privileged information,  
 3 Mr. Zandian, so if you would please respond to the  
 4 question.  
 5 A You know, I think you have to ask the judge  
 6 to compel if you want me to answer that. I'm just  
 7 refusing to give you answer.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

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


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



**ORIGINAL**

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13 Reza Zandian aka Goamreza Zandian  
14 aka Gholamreza Zandian Jazi  
15 aka Reza Jazi aka J. Reza Jazi  
16 aka G. Reza Jazi aka Ghononreza  
17 Zandian Jazi

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

**In and For Carson City**

18 JED MARGOLIN, an individual.

19 Plaintiff,

20 vs.

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

Defendants.

CASE NO. 090C00579 1B

DEPT. NO. 1

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

Defendant REZA ZANDIAN ("Zandian") by and through his attorney Geoffrey W.

Hawkins, Esq., of the law firm HAWKINS MELENDREZ P.C., and pursuant to NRCPC 55 and 60,

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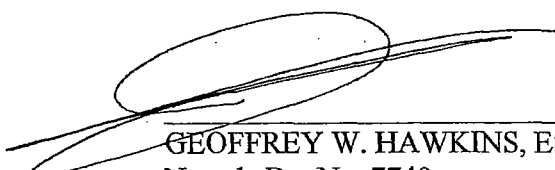
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1 hereby moves for an order from this Court to set aside the default judgment entered against Zandian  
2 in the above-captioned matter.

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

6 DATED this 17<sup>th</sup> day of December, 2013.

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

9  
10  
11   
12 \_\_\_\_\_  
13 **GEOFFREY W. HAWKINS, ESQ.**

14 Nevada Bar No. 7740

15 **JOHNATHON FAYEGHI, ESQ.**

16 Nevada Bar No. 12736

17 9555 Hillwood Drive, Suite 150

18 Las Vegas, NV 89134

19 Phone: (702) 318-8800

20 *Attorneys for Defendant*

21 *Reza Zandian*  
22  
23  
24  
25  
26  
27  
28



1 POINTS AND AUTHORITIES

2 I.

3 STATEMENT OF FACTS

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

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

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

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

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

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

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

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

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

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

## 12 II.

### 13 STATEMENT OF LAW

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

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

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

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

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

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

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

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

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

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

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1 III.

2 LEGAL ARGUMENT

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

5 In *Christy v. Carlisle*, the Nevada Supreme Court held “written notice of application for  
6 default judgment must be given if the defendant or representative has appeared in the action. The  
7 failure to serve such notice voids the judgment.” *Christy v. Carlisle*. 94 Nev. 651, 584 P.2d 687  
8 (1978). In *Christy*, the defendant’s insurance carrier was notified by plaintiff’s counsel of the  
9 lawsuit and was advised that it had an indefinite extension of time to answer. *See Id.* Negotiations  
10 ensued between plaintiff and the insurance company, however a settlement was not reached.  
11 Plaintiff’s counsel then caused service of process to be made upon the director of the department of  
12 motor vehicles pursuant to NRS 14.070. *See Id.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**3. Zandian Lacks Knowledge of Procedural Requirements**

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

**4. Zandian Files This Motion In Good Faith.**

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

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

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

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

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

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

6 **IV.**

7 **CONCLUSION**

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

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

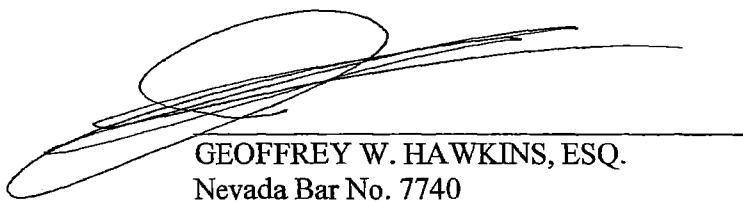
11 The undersigned does hereby affirm that the preceding document does not contain the social  
12 security number of any person.

13 **DECLARATION**

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

16 Dated this 17<sup>th</sup> day of December, 2013.

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

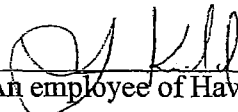
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22 **GEOFFREY W. HAWKINS, ESQ.**  
Nevada Bar No. 7740  
23 **JOHNATHON FAYEGHI, ESQ.**  
Nevada Bar No. 12736  
24 9555 Hillwood Drive, Suite 150  
Las Vegas, NV 89134  
25 Phone: (702) 318-8800  
*Attorneys for Defendant*  
26 *Reza Zandian*

1 **CERTIFICATE OF SERVICE**

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

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

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

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**INDEX OF EXHIBITS**

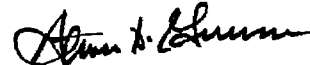
Exhibit No.	TITLE	NUMBER OF PAGES
A	Notice of Appeal in Nevada Supreme Court Case No. 62839/Eighth Judicial District Court Case No. A635430	2

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# Exhibit A

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CLERK OF THE COURT

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

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

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

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

12 Plaintiff,

13 v.

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

22 Defendants.

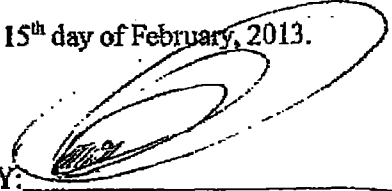
23 AND ALL RELATED COUNTERCLAIMS  
24 AND THIRD-PARTY CLAIMS

25 1334.024072-1d

26 **NOTICE OF APPEAL**

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

DATED this 15<sup>th</sup> day of March, 2013.

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

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**CERTIFICATE OF MAILING**

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

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

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

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



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

12/30/13 13314  
GWH/JK

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

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ALAN GLOVER

BY **C. GRIBBLE** CLERK  
DEPUTY

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

12 **In and For Carson City**

14 **JED MARGOLIN, an individual.**

15 **Plaintiff,**

16 **vs.**

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

24 **Defendants.**

CASE NO. 090C00579 1B

DEPT. NO. 1

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

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

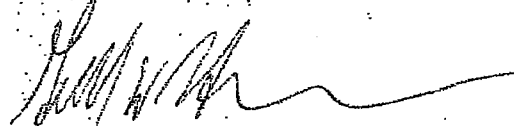
HAWKINS MELENDREZ, P.C.  
9555 Hillwood Drive, Suite 150  
Las Vegas, Nevada 89134  
Telephone (702) 318-8800 • Facsimile (702) 318-8801



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

4 DATED this 21 day of December, 2013.

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

7  
8 

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

Nevada Bar No. 7740

**JOHNATHON FAYEGHI, ESQ.**

Nevada Bar No. 12736

9555 Hillwood Drive, Suite 150

Las Vegas, NV 89134

Phone: (702) 318-8800

*Attorneys for Defendant*

*Reza Zandian*

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1 **POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

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

13 **II.**

14 **STATEMENT OF LAW**

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

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

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

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

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

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

9 And supersedeas bonds are expensive.

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

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

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

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

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

11 **III.**

12 **LEGAL ARGUMENT**

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

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

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IV.

**CONCLUSION**

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

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

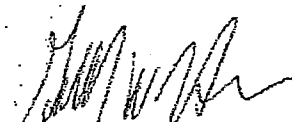
The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

**DECLARATION**

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

Dated this 20 day of December, 2013.

**HAWKINS MELENDEZ, P.C.**



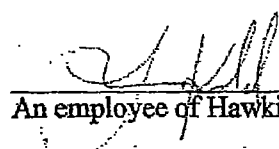
GEOFFREY W. HAWKINS, ESQ.  
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**CERTIFICATE OF SERVICE**

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

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

  
An employee of Hawkins Melendrez, P.C.

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ALAN GLOVER  
C. ~~CLERK~~ DEPUTY CLERK

1 Matthew D. Francis (6978)  
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Attorneys for Plaintiff Jed Margolin

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

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

Case No.: 090C00579 1B

12 vs.

Dept. No.: 1

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

**OPPOSITION TO MOTION TO SET  
ASIDE DEFAULT JUDGMENT**

20 **Defendants.**

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

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

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

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

18                   Also, the evidence overwhelmingly demonstrates Zandian maintained the same address  
19 John Peter Lee provided to the Court, even after Zandian allegedly moved to France in August  
20 2011, and the evidence similarly demonstrates Zandian continued to live in the United States,  
21 not France. *See* Exhibit 2 (check from Golden Enterprises to Zandian at 8775 Costa Verde  
22 Blvd, San Diego, CA, dated 10/31/12 and endorsed by Zandian); Exhibit 3 (check from  
23 Golden Enterprises to Zandian at 8775 Costa Verde Blvd, San Diego, CA, dated 1/30/13 and  
24 endorsed by Zandian); Exhibit 4 (Wells Fargo withdrawal slip filled out and signed by  
25 Zandian, dated 2/20/13 (Wells Fargo does not have any branches in France)); Exhibit 5 (check  
26 from and signed by Zandian to John Peter Lee, dated 1/13/12, with 8775 Costa Verde Blvd,  
27  
28



1 San Diego, CA, printed on the check); Exhibit 6 (checks, dated 11/28/11, 12/2/11, 1/25/12,  
2 2/29/12, 3/1/12, 10/30/12, 1/15/13, showing Zandian maintained his 8775 Costa Verde Blvd,  
3 San Diego, CA, address, including checks to the IRS and the Washoe County Treasurer);  
4 Exhibit 7 (Wells Fargo bank statements from December 2011, March 2012 and April 2012  
5 showing the 8775 Costa Verde Blvd, San Diego, CA, address); *see also* Exhibit 8 (Wells  
6 Fargo/Visa statements, dated August 2011, August 2013, September 2013, October 2013  
7 showing a San Diego address); Exhibit 9 (Visa statement, dated 4/10/13, showing Zandian  
8 made four purchases in California on 3/15/13 which is the same date Zandian alleges he filed  
9 the appeal with the French address); Exhibit 10 (Visa statements showing Zandian making  
10 many purchases in California, not France, in September and October of 2011); Exhibit 11  
11 (property summary screen for one of Zandian's Clark County properties currently listing his  
12 8775 Costa Verde, San Diego, CA, address, not France); Exhibit 12 (checks, dated 1/25/12,  
13 1/24/13, 2/21/13, 2/24/13 and 6/30/13, from Zandian to the Secretary of State of California,  
14 United States Treasury, Employment Development Department, and the Internal Revenue  
15 Service, all with the 8775 Costa Verde, San Diego, CA, address, and all of the checks are  
16 written for Optima Technology Corp, which is another named defendant in this matter).  
17  
18

19 Also, there is no doubt Zandian had personal knowledge about this lawsuit. He filed  
20 several papers and pleadings and paid his lawyer for this matter before his alleged move to  
21 France. *See* Zandian's filings in this matter; *see also* Exhibit 13, which is a March 31, 2011  
22 check Zandian wrote to John Peter Lee, which clearly shows Zandian hand wrote "Zandian v.  
23 Margolin" on the "For" line.  
24

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

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

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

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

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

19 Zandian's discovery abuses and complete failure to respond evidences his willful and  
20 recalcitrant disregard of the judicial process, which prejudiced Plaintiff. *Foster*, 227 P.3d at  
21 1049 (citing *Hamlett v. Reynolds*, 114 Nev. 863, 865, 963 P.2d 457, 458 (1998) (upholding the  
22 district court's strike order where the defaulting party's "constant failure to follow [the court's]  
23 orders was unexplained and unwarranted"); *In re Phenylpropanolamine (PPA) Products*, 460  
24  
25  
26

27 <sup>1</sup> Zandian fails to inform the Court as to how he all of a sudden came back from France and found out about the  
28 default judgment in this matter. Zandian fails to indicate how or where he found out about the default. The fact  
is Zandian continued to receive the papers, pleadings and motions in this matter. For reasons known only to  
Zandian, it is only now that Zandian resurfaces to again move the Court to set aside the default judgment.

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

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

### 13 III. Zandian Has Not Shown Good Cause

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

18 As Zandian maintained his San Diego address and was fully aware of this action, it was  
19 inexcusable for Zandian to ignore this action. Moreover, Zandian has failed to provide any  
20 evidence of “good cause” to set aside the judgment. He has only alleged that his lawyer  
21 provided the incorrect address and that he lived in France. He fails to provide any affidavit or  
22 evidence that the address was incorrect or that he actually lived in France. He also fails to  
23 rebut the fact that he continued to receive all papers and pleadings in this matter. The  
24 presumption is that he did receive all papers in this matter, as manifested by the fact that he  
25 knew about this case and knew about the default judgment and now seeks to set aside the  
26 judgment.  
27  
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1 Based upon the fact that Zandian knew about this case and continued to receive the  
2 papers and pleadings from this matter, it was inexcusable for Zandian not to respond to the  
3 earlier discovery requests and motions. In addition, Zandian has not shown a meritorious  
4 defense to the claims asserted by the Plaintiff. Merely referring the Court back to Zandian's  
5 prior motions to dismiss and general denial is not a demonstration of a meritorious defense.

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

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

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

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

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

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

17  
18           **V.     Zandian Has Not Demonstrated A Meritorious Defense**

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

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

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

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


12 **VI. Conclusion**

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

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

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

18 Dated this 9<sup>th</sup> day of January, 2014.

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

1 **CERTIFICATE OF SERVICE**

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

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

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

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

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

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

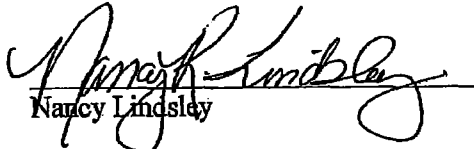
Optima Technology Corp.  
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16 Reza Zandian  
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18 Fair Oaks, CA 95628

Johnathon Fayeghi, Esq.  
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Counsel for Reza Zandian

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Dated: January 9, 2014

  
Nancy Lindsley

# Exhibit 1

# Exhibit 1



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IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Plaintiff,

v.

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

Defendants.

No. 61694

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

AND ALL RELATED COUNTERCLAIMS AND THIRD-PARTY CLAIMS

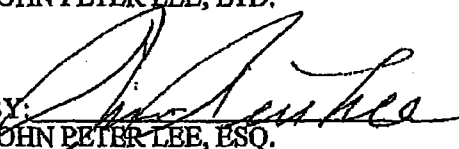
1334.024072-1d

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

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

DATED this \_\_\_ day of February, 2013.

JOHN PETER LEE, LTD.

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

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**CERTIFICATE OF MAILING**

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

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


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

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

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

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

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

  
An employee of  
JOHN PETER LEE, LTD.

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

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

4 **Plaintiff,**

5 **v.**

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

14 **Defendants.**

15 **AND ALL RELATED COUNTERCLAIMS**  
16 **AND THIRD-PARTY CLAIMS**

17 1334.024072-4d

18 **AMENDED CERTIFICATE OF MAILING**

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

23 Stanley W. Parry  
24 100 North City Parkway, Ste. 1750  
25 Las Vegas, Nevada 89106

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

26 Ryan E. Johnson, Esq.  
27 Watson & Rounds  
28 10000 W. Charleston Blvd. Ste. 240  
Las Vegas, Nevada 89135

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

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

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

  
An employee of  
JOHN PETER LEE, LTD.

Docket 61694 Document 2013-04757

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

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

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

4 Plaintiff,

5 v.

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

10 Defendants.

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

13 1334.024072-td

No. 61694

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

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

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

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

21 STATE OF NEVADA  
22 COUNTY OF CLARK

} ss:  
}

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

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

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

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

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

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

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

18           6.     This Declaration is made in good faith.

19 FURTHERMORE, Declarant sayeth naught

20   
21 \_\_\_\_\_  
21 JOHN PETER LEE, ESQ.

22 **POINTS AND AUTHORITIES**

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

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

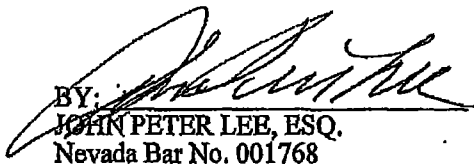
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client may be reached and the attorney must serve a copy of the application upon the client and all other parties to the action or their attorneys.

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

DATED this 3 day of February, 2013.

JOHN PETER LEE, LTD.

BY: 

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

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**CERTIFICATE OF MAILING**

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

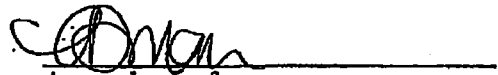
Stanley W. Parry  
100 North City Parkway, Ste. 1750  
Las Vegas, Nevada 89106

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

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

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

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

  
An employee of  
JOHN PETER LEE, LTD.

# Exhibit 2

Exhibit 2



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

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

PAYABLE DATE  
10/31/2012

CHECK NUMBER  
76013421

PG 180  
433

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

001 450 38101010  
ZANDIAN-REZA-0100

00006059 01 MB 0.404 01 TR 00035 S02DBA01 010000

PAY TO THE  
ORDER OF:

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

PAY \*\*\*\*\*\$0.13



*[Signature]*  
AUTHORIZED SIGNATURE

116014 12309574

2446277923

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

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

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

# Exhibit 3

Exhibit 3

Golden Enterprises, Inc.

The Bank of New York Mellon  
Pittsburgh, Pennsylvania

NO-68  
438

PLEASE DEPOSIT THIS CHECK PROMPTLY

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

Check Number 0040800841

30 Jan 2013

\$\*\*\*\*0.13\*\*\*\*

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

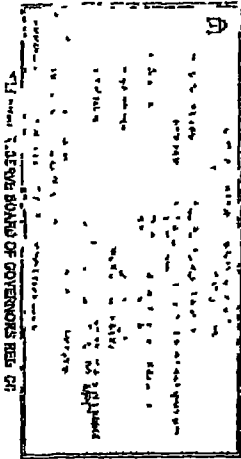
Computershare Shareowner Services LLC  
Authorized Paying Agent

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

⑆00⑆ ⑆36⑆⑆⑆50⑆

82450211

2445277922



THIS PAGE IS UNRECORDED - UNRECORDED - DO NOT ACCEPT WITHOUT  
NOTING ORIGIN LINK WITH SERIAL - HOLD TO LEFT TO VERIFY WATERMARK  
DO NOT WRITE OR SIGN IN OR ON THIS LINE  
DO NOT WRITE OR SIGN IN OR ON THIS LINE  
DO NOT WRITE OR SIGN IN OR ON THIS LINE

THIS PAGE IS UNRECORDED - UNRECORDED - DO NOT ACCEPT WITHOUT  
NOTING ORIGIN LINK WITH SERIAL - HOLD TO LEFT TO VERIFY WATERMARK

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

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

# Exhibit 4

# Exhibit 4

Withdrawal/Retiro:

(Check One /  
1 solo Uno)

Checking/Cuenta de Cheques

Savings/Ahorros

Money Market Access

Command

7779



Account Number/  
Numero de Cuenta

Date/Fecha

02/20/13

7779  
Type 092 Date 02/20/13  
Branch 02 AD 02  
Time 02 Day 02

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

I authorize this withdrawal and acknowledge receipt of the amount specified below /  
Yo autorizo esta retirada y reconozco de haber recibido la cantidad especificada abajo  
Please sign in this space / Favo de firmar en la presencia del cajero  
Una copia de la firma se requiere de poder requerir una copia de identificación.

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

X

TWO THOUSAND FIVE HUNDRED Dollars

\$ 2500.00

Bank Use Only (When SVT is Not Available)

TLR220 (09/11) 4/91M 1211074

Consumer ID Card No. Token Number (T/C) Approval

⑆ 7779 ⑆ 500000694⑆

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

2446277926

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

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

# Exhibit 5

Exhibit 5

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

109  
18-24/1220 4784  
7001505820

1/13/2012  
DATE

Pay to the  
Order of

Mr. John Peter Lee Esq.

\$ 3000.00

Three Thousand 00/100

Dollars



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

For 334.024072

⑈000000000000⑈ 40100 ⑈0295

1 JAN 13 2 11

0209

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

01/13/12

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

REQUEST 00005530894000000 3000.00  
ROLL BCIA 20120113 000008215853243  
JOB BCIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

# Exhibit 6

# Exhibit 6





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

102

18-24/1220 4784  
7001505920

Dec. 02 11

Date

Pay to the Order of **SCRIPS CLINIC**

\$ **128.<sup>30</sup>**

One hundred twenty eight and <sup>30</sup>/<sub>100</sub> Dollars



Wells Fargo Bank N.A.  
California  
wellsfargo.com

Medical record number

For **70092-24571**

5920 00102

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

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

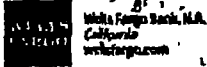
Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

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

115  
18-34/1120 4784  
7081005420

11/25/2012 Date

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



For Optima Technology Corp.

05920 00115 0000002500

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

67530

15010

12-015911

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

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

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

116  
16-24/1220-4784  
7091606820

2/29/2012 Date

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

Nine Hundred Eighty Eight 50/100 Dollars



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

For February 2012 Interest

81100 00118

PAID  
05 2012  
FEDERAL RESERVE BANK  
PHOENIX, ARIZONA

778414

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

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

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

217-5

118

16-24/1220 4784  
7081505820

March 01/2012

Pay to the  
Order of

Costa Verde East Village

\$ 1875.00

One thousand eight hundred

Dollars

seventy five and 00/100



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

For Rent of March

*[Signature]*

5920 0018

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

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

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

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

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

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

157  
18-34/1220 4704  
7001505920

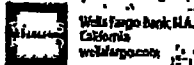
10/30/2012  
Date

Pay to the  
Order of IRS

\$34.01

Thirty four and 01/100

Dollars



Wells Fargo Bank N.A.  
California  
wefargo.com

*[Signature]*

For

05920 00157 0000003401

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JOB ECIA P ACCT 1140007091505920  
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7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

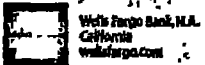
G REZA ZANDIAN JAZI  
NILOOFAR F ZANDIAN  
8776 COSTA VERDE BLVD APT 217  
SAN DIEGO, CA 92122-5340

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18-24/1220 4764  
7091505920

1/15/2013 Date

Pay to the Order of Washoe County Treasurer \$240<sup>00</sup>

Two Hundred Forty <sup>00</sup>/<sub>100</sub> Dollars



For APR 079-150-12

759200 00135

Security for this check is provided by the Federal Reserve Bank of San Francisco. The check is payable to the order of the Treasurer of Washoe County, Nevada. The check is subject to the terms and conditions of the Nevada Check Act. The check is not cash and is not redeemable for cash. The check is not valid for deposit into any bank account. The check is not valid for use as a receipt. The check is not valid for use as a receipt. The check is not valid for use as a receipt.

NO STATE OF NEVADA  
11-15-2013

8008 9487 022713 100  
DEP ONLY WASHOE COUNTY  
122400724-000286040335

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

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

# Exhibit 7

# Exhibit 7



**Wells Fargo Combined Statement of Accounts**

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



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

**Questions?**

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

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

TTY: 1-800-877-4833

En español: 1-877-727-2832

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

Online: [wellsfargo.com](http://wellsfargo.com)

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

P.O. Box 6995

Portland, OR 97228-6995

**You and Wells Fargo**

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

**Summary of accounts****Checking and Savings**

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

**Wells Fargo Money Market Savings<sup>SM</sup>****Activity summary**

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

Account number: 1343970818

G REZA ZANDIAN JAZI  
NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 121042882

# Wells Fargo® Preferred Checking

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



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

## Questions?

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

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

TTY: 1-800-877-4833

En español: 1-877-727-2832

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

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (114)  
 P.O. Box 0895  
 Portland, OR 97228-6995

## You and Wells Fargo

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

## Account options

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

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

## Activity summary

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

Account number: 7091505920

G REZA ZANDIAN JAZI  
 ALBORZ ZANDIAN  
 NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

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

## Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings

# Exhibit 8

# Exhibit 8

WELLS FARGO



VISA

Account Number  
Statement Billing Period  
Page 1 of 3

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

Balance Summary

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

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

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

Total Available Credit \$0

Payment Information

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

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

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

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

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

If you would like information about credit counseling services, refer to [www.usdoj.gov/ust/eo/hapcpa/ccdfcc\\_approved.htm](http://www.usdoj.gov/ust/eo/hapcpa/ccdfcc_approved.htm) or call 1-877-385-2408.

Important Information

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

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

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	25,904
Credit Card Points Earned:	2,057
Check Card Points Earned:	228
Earn More Mail® Bonus Points:	0
Total Available Points:	28,489

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

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

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

Detach and mail with check payable to Wells Fargo

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

374707

Amount Enclosed



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

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



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

# Wells Fargo Combined Statement of Accounts

Primary account number:

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



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

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

## Questions?

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

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

TTY: 1-800-877-4833

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

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

Online: wells Fargo.com

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

## You and Wells Fargo

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

## Account options

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

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

## IMPORTANT ACCOUNT INFORMATION

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

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

G REZA ZANDIAN JAZI  
Account No. 761-2359760



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

See back for important information  
about your account.

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

**ACCOUNT SUMMARIES**

**PERSONAL LINE OF CREDIT STATEMENT**

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

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

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

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

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

If you would like information about credit counseling services, refer to:  
[www.usdcj.gov/us1eo/bapopa/codato\\_approved.htm](http://www.usdcj.gov/us1eo/bapopa/codato_approved.htm) or call 877-285-2108.

**TRANSACTIONS**

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

2013 Totals Year-to-Date	
Total fees charged in 2013	\$75.00
Total interest charged in 2013	\$872.25

**INTEREST CHARGE CALCULATION**

YOU MAY PAY YOUR BALANCE IN FULL AT ANY TIME.

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

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

Notes: See reverse side for important information about your account.  
5596 130 1 7 13 130820 8 ENCL 1 of 2 1 8 9081 7610 7602 0185556

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

\_\_\_\_\_  
\_\_\_\_\_  
Home ( ) \_\_\_\_\_

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

Payment Enclosed \$ \_\_\_\_\_

076123597600000153000000793786

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

YSQ  
18

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



**Wells Fargo Money Market Savings<sup>SM</sup>**

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



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

**Questions?**

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

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

TTY: 1-800-877-4833

En español: 1-877-727-2932

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

Online: [wellsfargo.com](http://wellsfargo.com)

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

P.O. Box 6695

Portland, OR 97228-6695

**You and Wells Fargo**

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

**Activity summary**

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

Account no 6971

G REZA ZANDIAN JAZI

ALBORZ ZANDIAN

NILOOFAR FOUGHANI ZANDIAN

California account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 121042882

**Interest summary**

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

# Wells Fargo® Preferred Checking

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



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

## Questions?

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

Online: [wellsfargo.com](http://wellsfargo.com)

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

## You and Wells Fargo

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

## Account options

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

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

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

No purchase or obligation necessary to enter or win.

## Activity summary

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

Account num: 15920

G REZA ZANDIAN JAZI  
 ALBORZ ZANDIAN  
 NILOOFAR FOUGHANI ZANDIAN

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

## Overdraft Protection

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



WELLS FARGO



VISA

Account Number  
Statement Billing Period  
Page 1 of 2

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

Balance Summary

Previous Balance \$3,730.01

- Payments

- Other Credits

+ Cash Advances

+ Purchases, Balance Transfers & Other Charges

+ Fees Charged

+ Interest Charged

= New Balance

Total Credit Limit

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

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

Total Available Credit

Payment Information

New Balance

Minimum Payment

Payment Due Date

Wells Fargo Rewards® Program Summary

Rewards Balance as of:

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

Transactions

Trans	Post	Reference Number	Description	Credit	Charge
<b>Payments</b>					
10/16	10/16	7446842830A98J41V	ONLINE PAYMENT	169.00	
10/22	10/22	7446842830A98J41V	BRANCH PAYMENT OAGH REF# DZ28KNSYTN	1,400.00	
<b>Other Credits</b>					
10/11	10/12	F85830095000AL294	REFUND OF LATE FEES	98.00	

Purchases, Balance Transfers & Other Charges

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD

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

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

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

Account Number

New Balance

Minimum Payment

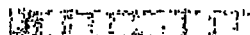
Payment Due Date

470

4707

Y00 4

Amount Enclosed



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

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

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

G REZA ZANDIAN JAZI  
Account No 19780



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

See back for important information about your account.

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

PERSONAL LINE OF CREDIT STATEMENT

ACCOUNT SUMMARIES

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

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

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

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

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

If you would like information about credit counseling services, refer to: [www.usdoj.gov/usdoj/bapopa/code/ee\\_approved.htm](http://www.usdoj.gov/usdoj/bapopa/code/ee_approved.htm) or call 877-285-2108.

TRANSACTIONS

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

2013 Totals Year-to-Date	
Total fees charged in 2013	\$125.00
Total interest charged in 2013	\$83.43

Notice: See reverse side for important information about your account.

5595 Y6G 1 7 13 131020 0 PAGE 1 of 2 1 0 9081 7610 P602 01305395

Detach and mail with check payable to Wells Fargo.

Print address/phone changes below:

\_\_\_\_\_

\_\_\_\_\_

Home ( ) \_\_\_\_\_

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

Payment Enclosed \$ \_\_\_\_\_

076123597600000177000000814804

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

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

# Exhibit 9

# Exhibit 9

WELLS FARGO



VISA

Account Number  
Statement Billing Period  
Page 1 of 3

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

Balance Summary

Previous Balance	\$1,546.09
- Payments	\$216.16
- Other Credits	\$0.00
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$2,372.57
+ Fees Charged	\$9.80
+ Interest Charged	\$40.34
= New Balance	\$3,842.84
Total Credit Limit	\$3,800

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

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

Total Available Credit \$0

Payment Information

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

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

Late Payment Warning: If we do not receive your Minimum Payment by 05/06/2013, you may have to pay a late fee up to \$35.

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

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

If you would like information about credit counseling services, refer to [www.usdoj.gov/ust/foia/bapca/ccdc/cc\\_approved.htm](http://www.usdoj.gov/ust/foia/bapca/ccdc/cc_approved.htm) or call 1-877-285-2108.

Important Information

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

Wells Fargo Rewards® Program Summary

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

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

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

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

Detach and mail with check payable to Wells Fargo

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

YKG 4

374709

Amount Enclosed



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

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



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

**IMPORTANT INFORMATION ABOUT YOUR ACCOUNT**

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

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

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

You do not have to pay any alleged Error amount while we are investigating, but you are still obligated to pay the parts of your bill that are not part of the alleged Error amount. While we investigate, we cannot report you as delinquent or take any action to collect the alleged Error amount. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payments on any account you believe is an Error. To stop the payments, your Written Notice must reach us first (9 business days before the automatic payment is scheduled to occur).

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

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

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

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

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

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

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

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

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

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

**INFORMACIÓN IMPORTANTE SOBRE SU CUENTA**

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

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

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

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

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

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

**Pagos.** Los "Pagos en Continuidad" son pagos enviados con el sobre cerrado y la fecha de pago a la dirección de pago especificada en el estado de cuenta o en general a través de la ficha "Transferir" (también disponible en inglés) o "Make a Payment" en la ficha "Account Activity" (también disponible en inglés) de los servicios bancarios por internet de Wells Fargo en [wellsfargo.com](http://wellsfargo.com). Los Pagos en Continuidad recibidos por correo a más tardar a las 2 p.m. serán acreditados a la fecha de su recibo. Los Pagos en Continuidad recibidos después de las 2 p.m. serán acreditados al día siguiente. Los pagos de Bills pay (pagos en Continuidad realizados a través de nuestro sitio web) serán creditados al momento de la transacción. Los Pagos en Continuidad por correo electrónico por cualquier otro medio y es posible que no reciban crédito durante hasta 5 días después de la fecha de recibo. Los Pagos en Continuidad recibidos por correo electrónico por cualquier otro medio que no reciban crédito durante hasta 5 días después de la fecha de recibo. Los Pagos en Continuidad recibidos por correo electrónico por cualquier otro medio que no reciban crédito durante hasta 5 días después de la fecha de recibo.

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

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

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

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

**Cuentas Garantizadas.** Para Cuentas Garantizadas, su cuenta de tarjeta de crédito está garantizada por la entrega en garantía de su Cuenta Colateral de Wells Fargo Bank N.A., establecida en relación con su solicitud de la tarjeta. Usted conviene en que esta entrega en garantía incluye y da al Banco el derecho a recibir, cobrar y retener cualquier suma o la totalidad del monto depositado en la Cuenta Colateral de la Tarjeta Garantizada en caso de cualquier acto de incumplimiento bajo su convenio de la tarjeta de crédito garantizada, y a que el saldo de dicho convenio sea asumido por el Banco, por el saldo de su cuenta. Esta garantía se otorga como garantía de crédito tipo y fecha las cuentas que usted adeude, incluidos los intereses, cuotas y costos que puedan permitirse según lo establecido en la Cuenta Colateral de la Tarjeta Garantizada para liquidar cualquier saldo en la cuenta de tarjeta de crédito. Si después de haberse retirado los fondos de la Cuenta Colateral, dichos fondos pueden permanecer en depósito durante hasta 90 días antes de que sean devueltos a usted.

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

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

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

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

WELLS FARGO



VISA

Account Number  
Statement Billing Period  
Page 2 of 4

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

Transactions

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

Purchases, Balance Transfers & Other Charges

03/10	03/12	244273326LM8170T7	MOTHER'S MARKET & K IRVINE CA		11.06
03/11	03/12	243160527FYBLEPW	SHELL OIL 67442729003 IRVINE CA		67.38
03/11	03/12	244273326LYJ3M25Q	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.42
03/11	03/12	244273327LM88KAYA	MOTHER'S MARKET & K IRVINE CA		5.98
03/11	03/12	244273327LM88KATX	MOTHER'S MARKET & K IRVINE CA		3.88
03/11	03/12	2444500275S839JXV	OO AUTO RENTAL NEWPORT BEACH CA		15.14
03/11	03/12	2444500275S839KOE	OO AUTO RENTAL NEWPORT BEACH CA		135.06
03/12	03/12	244273327LYJ3YKGT	MOTHER'S MARKET & K IRVINE CA		11.16
03/12	03/12	244273327LYJ3Z276	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.42
03/13	03/13	2422443293T6H5MR	PANINI CAFE-IRVINE IRVINE CA		10.75
03/13	03/13	244273328LYJ4HGRB	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.42
03/13	03/13	244273328LYJ4H4H7	MOTHER'S MARKET & K IRVINE CA		4.40
03/13	03/13	244273328LYJ4H8P3	MOTHER'S MARKET & K IRVINE CA		9.48
03/13	03/13	2449398288B306JD9	HEN HOUSE GRILL IRVINE CA		14.03
03/14	03/14	244273329LYJ64DX3	MOTHER'S KITCHEN-IRVIN IRVINE CA		4.25
03/14	03/14	244273329LYJ642X3	MOTHER'S MARKET & K IRVINE CA		4.28
03/14	03/14	24431082951B8WKTD	JOHN PETER LEE LTD 702-382-4044 NV		750.00
03/14	03/14	24445002A007YMWV	WHOLEFDS JAM 10231 TUSTIN CA		10.69
03/14	03/14	24446002A2X3H5M8ZN	MARSHALLS #0658 IRVINE CA		17.29
03/15	03/15	24316062BFYRS44S3	SHELL OIL 67442729003 IRVINE CA		70.55
03/15	03/15	24427332ALYJ6REB6	MOTHER'S MARKET & K IRVINE CA		4.88
03/15	03/15	24445002B00613DH8	WHOLEFDS JAM 10231 TUSTIN CA		20.46
03/15	03/15	24446712ARFL480S9	RALPHS #0080 IRVINE CA		15.89
03/15	03/15	244273328LYJ6ZJM9	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.69
03/15	03/15	24431082Q8AS13DY3	CHIPOTLE 1441 NEWPORT BEACH CA		11.72
03/15	03/15	24445712Q8PNLXQ3B	RALPHS #0080 IRVINE CA		41.62
03/17	03/17	24493982Q8B30PFZV	HEN HOUSE GRILL IRVINE CA		24.39
03/18	03/18	24427332DLYJ3FT2R	MOTHER'S KITCHEN-IRVIN IRVINE CA		16.72
03/18	03/18	24445002E007HMF8V	WHOLEFDS JAM 10231 TUSTIN CA		22.18
03/19	03/19	24164052FB01A0418	EXXONMOBIL 87618888 IRVINE CA		27.00
03/19	03/19	24427332ELYJ42LFRM	MOTHER'S MARKET & K IRVINE CA		3.89
03/19	03/19	24445002F2XFY6V2V	WHOLESOSE CHOICE MARKET IRVINE CA		19.42
03/20	03/20	24184072F2LRTJ36KN	TARGET 60003368 IRVINE CA		12.41
03/20	03/20	24224432331T8E2BQ3	PANINI CAFE-IRVINE IRVINE CA		10.75
03/20	03/20	24923042FGTVPZ6PK	FLETOHER JONES MOTOROA NEWPORT BEACH CA		394.24
03/20	03/20	24427332FLYJ4FYRM	MOTHER'S MARKET & K IRVINE CA		34.57
03/20	03/20	24427332FLYJ4FZB7	MOTHER'S MARKET & K IRVINE CA		3.89
03/20	03/20	24427332FLYJ4GDBK	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.47
03/21	03/21	24164072G3OCH2B80F	ENTERPRISE RENT-A-CAR NEWPORT BEACH CA		34.35
03/21	03/21	244273329LYJ4XJEA	MOTHER'S MARKET & K IRVINE CA		3.86
03/21	03/21	24431082H8AS13FD3	CHIPOTLE 1441 NEWPORT BEACH CA		11.72
03/22	03/22	24224432J31T8SD8T	PANINI CAFE-IRVINE IRVINE CA		10.75
03/22	03/22	24427332HLYJ6BHDA	MOTHER'S MARKET & K IRVINE CA		4.88
03/22	03/22	24445002L2XJBA1YY	WHOLESOSE CHOICE MARKET IRVINE CA		32.94
03/23	03/23	24224432K90WABFWQ	COFFEE BEAN STORE NEWPORT BEACH CA		4.26
03/24	03/24	24427332KLYJ3EWE58	MOTHER'S MARKET & K IRVINE CA		103.49
03/24	03/24	24427332KLYJ3F8TG	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.47
03/24	03/24	24445002L2XEY4QY7	IN-N-OUT BURGER #183 SANTA ANA CA		6.16
03/25	03/25	24224432M31T8QKXY	PANINI CAFE-IRVINE IRVINE CA		11.83
03/25	03/25	24431082M509S9TDV	CHIPOTLE 0805 SANTA ANA CA		7.24
03/25	03/25	24316062NFYPBQ79B	SHELL OIL 67442729003 IRVINE CA		66.97
03/25	03/25	24427332MLYJ4D4C2	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.72
03/25	03/25	24427332MLYJ4C57P	MOTHER'S MARKET & K IRVINE CA		10.81
03/25	03/25	24431082N509S8TJ6	CHIPOTLE 0805 SANTA ANA CA		9.29
03/27	03/27	24013382P01LPP875	CALIFORNIA FISH GRILL #2 IRVINE CA		9.71
04/01	04/01	24164072VM89R19H	PETCO 523 83605234 NEWPORT BEACH CA		18.35
04/01	04/01	24224432W31T8QKRE	PANINI CAFE-IRVINE IRVINE CA		12.00
04/01	04/01	24427332VLYJ41A86	MOTHER'S MARKET & K IRVINE CA		53.38
04/01	04/01	24427332VLYJ41NH3	MOTHER'S KITCHEN-IRVIN IRVINE CA		7.00
04/01	04/01	24427332VLYJ41828	MOTHER'S MARKET & K IRVINE CA		5.55
04/02	04/02	24128422X2X48WDW4	CULVER AUTO SPA IRVINE CA		12.89
04/02	04/02	24224432X31T8E7HN	PANINI CAFE-IRVINE IRVINE CA		12.00
04/02	04/02	24427332WLYJ42HGT	MOTHER'S KITCHEN-IRVIN IRVINE CA		7.00
04/02	04/02	24427332WLYJ42207	MOTHER'S MARKET & K IRVINE CA		6.43
04/02	04/02	24765012X6V5X83MR	CROWN ACE HARDWARE IRVINE CA		16.00
04/03	04/03	24071052X4K9T06MF	FRESH GRILLER - SANTA SANTA ANA CA		8.48
04/03	04/03	24427332XLYJ48ZQW	MOTHER'S MARKET & K IRVINE CA		4.88
04/04	04/04	24071052Y4K0DBWL4	FRESH GRILLER - SANTA SANTA ANA CA		11.44
<b>TOTAL PURCHASES, BALANCE TRANSFERS &amp; OTHER CHARGES FOR THIS PERIOD</b>					<b>\$2,372.67</b>

Fees Charged

<b>TOTAL FEES CHARGED FOR THIS PERIOD</b>	<b>\$0.80</b>
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Continued

WELLS FARGO



VISA

Account Number  
Statement Billing Period  
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Ending In 7470  
03/12/2013 to 04/10/2013

Transactions (Continued...)

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

2013 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2013	\$38.00
TOTAL INTEREST CHARGED IN 2013	\$128.59

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.65%	\$3,351.38	30	\$40.84
CASH ADVANCES	23.99%	\$0.00	30	\$0.00

Wells Fargo News

Have you received a tax refund?

Wells Fargo wants to talk with you about payment options that are available. Please call 1-800-842-4720.

# Get more out of your card without leaving your chair

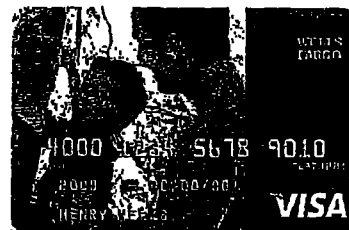


## Check out the online Credit Card Service Center today

Now you can manage your Wells Fargo® Credit Card 24/7. Sign on to Wells Fargo Online® at [wellsfargo.com/creditcard](http://wellsfargo.com/creditcard).

With just a few clicks, you can:

- Pay your credit card bill
- Switch to online-only statements
- Have ongoing bills paid with your card
- Add credit card features like Rapid Alerts<sup>1</sup>
- Request additional cards
- Put a picture on your credit card<sup>2</sup>
- Track your expenses — and much more



### It's that simple. See for yourself, today.

<sup>1</sup>Service provider fees may apply. <sup>2</sup>Wells Fargo reserves the right to deny certain images.

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Together we'll go far



# Exhibit 10

Exhibit 10



WELLS FARGO



VISA

Account Number  
Statement Billing Period  
Page 1 of 4

Ending In 7476  
09/10/2011 to 10/11/2011

Balance Summary

Previous Balance	\$3,005.11
- Payments	\$5,469.90
- Other Credits	\$107.23
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$4,445.16
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,873.14
Total Credit Limit	\$2,900

24-Hour Customer Service: 1-800-642-4720  
TTY for Hearing/Speech Impaired: 1-800-419-2265  
Outside the US Call Collect: 1-825-825-7800  
Wells Fargo Online®: wells.fargo.com

Send General Inquiries To:  
PO Box 10347, Des Moines IA, 50306-0347

Total Available Credit \$1,004

Payment Information

New Balance	\$1,873.14
Minimum Payment	\$19.00
Payment Due Date	11/05/2011

Send Payments To:  
PO Box 90098, Los Angeles CA, 90090-0098

Late Payment Warning: If we do not receive your Minimum Payment by 11/05/2011, you may have to pay a late fee up to \$35.  
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	14 years	\$3,598
\$85	3 years	\$2,325 (Savings of \$1,272)

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eo/bapcpa/ccde/cc\_approved.htm or call 1-877-285-2101.

Important Information

REVISED AGREEMENT FOR ONLINE BANKING  
WE'VE UPDATED OUR ONLINE ACCESS AGREEMENT.  
TO SEE WHAT HAS CHANGED, PLEASE VISIT WWW.WELLSFARGO.COM/ONLINEUPDATES

EFFECTIVE NOVEMBER 1, 2011, THE PLAN ADMINISTRATOR FOR TRAVEL ACCIDENT INSURANCE COVERAGE, PROVIDED ON ALL FLIGHTS AND OTHER COMMON CARRIER TRAVEL CHARGED TO YOUR WELLS FARGO CREDIT CARD, HAS CHANGED TO CBSI. CONTACT 1-800-642-4720 TO OBTAIN FURTHER DETAILS.

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	28,488
Points Earned:	4,338
Earn More Miles® Bonus Points:	0
Bonus Points Earned:	0
Total Available Points:	33,466

We offer more rewards choices so you can choose a reward that suits your style. You'll find gift cards, cash rewards, travel, merchandise and even charitable contributions.  
Track your points balance or get more information at www.WellsFargoRewards.com or by calling 1-877-517-1358.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 YKG 1 7 6 111011 0 PAGE 1 of 4 10 5383 2000 R049 01255596

Detach and mail with check payable to Wells Fargo

Account Number 7470  
New Balance \$1,873.14  
Minimum Payment \$19.00  
Payment Due Date 11/05/2011

74706

YKG 4

Amount Enclosed



WELLS FARGO CARD SERVICES  
PO BOX 80088  
LOS ANGELES CA 90030-0088

G R JAZI  
PO BOX 927674  
SAN DIEGO CA 92192-7674



Check here and see reverse for address and/or phone number correction.



WELLS FARGO



VISA

Account Number  
Statement Billing Period  
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Ending In 7470  
09/10/2011 to 10/11/2011

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
<b>Payments</b>					
09/28	09/28	7446542830A8GFYKH	BRANCH PAYMENT CHECK REF# DZEMQF4B47	046.91	
09/28	09/28	7446542830A8GFYMB	BRANCH PAYMENT CHECK REF# DZEMQF4B47	0.13	
09/28	09/28	7446542830A8GFYM3	BRANCH PAYMENT CHECK REF# DZEMQF4B47	22.88	
09/28	09/28	7446542830A8JLAA	ONLINE PAYMENT	3,005.00	
10/04	10/04	7446542830A8MWWY1	ONLINE PAYMENT	1,500.00	
<b>TOTAL PAYMENTS FOR THIS PERIOD</b>				<b>\$4,469.80</b>	

Other Credits

09/15	09/15	741640783AAYME6YP	STARBUCKS CORP00140188 NEWPORT BEACH CA	2.25	
09/19	09/19	7444674872XE4J2RH	OFFICE DEPOT 8881 IRVINE CA	104.98	
<b>TOTAL OTHER CREDITS FOR THIS PERIOD</b>				<b>\$107.23</b>	

Purchases, Balance Transfers & Other Charges

09/08	09/10	24810747WWGNM49A3	CHECKERED FLAG HAND CARWA IRVINE CA		9.99
09/08	09/10	24318057WPFYRMAYVD	SHELL OIL 67442729003 IRVINE CA		58.84
09/08	09/10	24427337WLM88N4F0	MOTHER'S MARKET & K IRVINE CA		2.09
09/08	09/10	24736937W0G5JYVYMR	THE FLAME BROILER IRVINE CA		6.03
09/09	09/10	24071057Y4KA0J079	JAVIER'S CRYSTAL COVE NEWPORT COAST CA		11.00
09/09	09/10	24427337XLM88LXEW	MOTHER'S MARKET & K IRVINE CA		2.09
09/09	09/10	24766427ZMA7GZ9ZBM	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
09/10	09/10	24427337YLM88A107	MOTHER'S KITCHEN-IRVIN IRVINE CA		7.00
09/10	09/10	24736937Z0GAA8L70	THE FLAME BROILER IRVINE CA		6.03
09/11	09/11	24224437Z39VYV82G	COFFEE BEAN STORE IRVINE CA		4.85
09/11	09/11	24391217Y8G88G1YK	UCI PARKING DPT IRVINE CA		6.00
09/11	09/11	24431067Z81KJ8MIX	CHIPOTLE 1028 IRVINE CA		10.02
09/11	09/11	24446747Z2X02K4HZ	OFFICE DEPOT 8881 IRVINE CA		10.55
09/12	09/12	244273380LM88XGNL	MOTHER'S MARKET & K IRVINE CA		4.19
09/12	09/12	244273380LM88XGWR	MOTHER'S MARKET & K IRVINE CA		22.14
09/12	09/12	2443106808AS18G8N	CHIPOTLE 1441 NEWPORT BEACH CA		9.59
09/12	09/12	24882167Z00R8J6TP	COX*OR CO COM PHBY \$48-240-1212 CA		108.82
09/13	09/13	243160661FYYPX18QT	SHELL OIL 67442729003 IRVINE CA		58.69
09/13	09/13	243160661FYYPX18TAA	SHELL OIL 67442729003 IRVINE CA		2.59
09/13	09/13	244273381LM887HDKE	MOTHER'S MARKET & K IRVINE CA		2.98
09/13	09/13	244273381LM887HNVW	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.85
09/13	09/13	2476542814E98Y44B	USO HOSPITALITY RETAIL FO LOS ANGELES CA		7.99
09/14	09/14	24210738280QTIMEAJ	THE VEGGIE GRILL IRVINE CA		9.84
09/14	09/14	24224438222ZYGY4M	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/14	09/14	2443396818B30PQNW	HEN HOUSE GRILL IRVINE CA		12.92
09/15	09/15	2407106824K028MX6	FRESH! - THE BLUFFS NEWPORT BEACH CA		7.53
09/15	09/15	241640783AAYME6YB	STARBUCKS CORP00140188 NEWPORT BEACH CA		2.25
09/15	09/15	244273382LYJAX17Y	ALBERTSONS #6507 IRVINE CA		2.49
09/15	09/15	244273383LM7Y784T	PANERA BREAD #4125 NEWPORT BEACH CA		1.89
09/15	09/15	244273383LM88JHGJ	MOTHER'S KITCHEN-IRVIN IRVINE CA		8.89
09/15	09/15	2443106838AS13F2V	CHIPOTLE 1441 NEWPORT BEACH CA		10.02
09/15	09/15	2476542834PDN84EA	USO HOSPITALITY RETAIL FO LOS ANGELES CA		9.85
09/16	09/16	241640784AAZDQ2X7	STARBUCKS CORP00140188 NEWPORT BEACH CA		6.30
09/16	09/16	24224438430W4PDJ1	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/16	09/16	244251984GVD7JXF8	ISLANDS RESTAURANT 704 NEWPORT BEACH CA		11.30
09/16	09/16	244273384LM884L6E	MOTHER'S MARKET & K IRVINE CA		2.09
09/16	09/16	24431068406J5B2PH	BRISTOL FARMS # 12 SAN DIEGO CA		2.24
09/17	09/17	2404803840058ZG18	CHEVRON 0020878 SAN DIEGO CA		65.38
09/17	09/17	24210738586QTMF6M	THE VEGGIE GRILL IRVINE CA		9.84
09/17	09/17	244273384LYJQLFXS	ALBERTSONS #6507 IRVINE CA		8.39
09/17	09/17	244273385LMA89T2H	MOTHER'S MARKET & K IRVINE CA		2.19
09/17	09/17	24431068505JSB36S	BRISTOL FARMS # 12 SAN DIEGO CA		2.24
09/17	09/17	244480085007J7N85	POMODORO CUCINA ITALIANA NEWPORT COAST CA		12.88
09/18	09/18	24224438630VVE24Z	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/18	09/18	2443106868AS19DJF	CHIPOTLE 1441 NEWPORT BEACH CA		10.02
09/19	09/19	24210738786QTIMEGV	THE VEGGIE GRILL IRVINE CA		9.84
09/19	09/19	24224438730VVOQSK	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/19	09/19	248830188FYWP894D	CALIFORNIA PIZZA 638 IRVINE CA		12.70
09/19	09/19	244273387LM7XP1K9	PANERA BREAD #4125 NEWPORT BEACH CA		3.78
09/20	09/20	24224438822ZE1J8R	COFFEE BEAN STORE IRVINE CA		3.95
09/20	09/20	244273388LM87GF8G	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.85
09/20	09/20	2476542884PF1LSYB	USO HOSPITALITY RETAIL FO LOS ANGELES CA		7.89
09/20	09/20	2476542884PF1MLGP	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
09/21	09/21	24224438930VW8Y8R	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
09/21	09/21	2430137883DWM89Y9	PAIN DU MONDE BALBOA BALBOA CA		11.80
09/21	09/21	244273388LYJA648W	ALBERTSONS #6507 IRVINE CA		8.84
09/21	09/21	2443398888313PAP	HEN HOUSE GRILL IRVINE CA		10.78
09/21	09/21	24882168800KTVCXH	Amazon.com AMZN.COM/BILL WA		62.99
09/22	09/22	242107389A60QTIMEZ8	THE VEGGIE GRILL IRVINE CA		9.84
09/22	09/22	24316098AFYPM89EJ	SHELL OIL 67442729003 IRVINE CA		57.13
09/22	09/22	24323018AFVWV28F0	CALIFORNIA PIZZA 036 IRVINE CA		18.99
09/22	09/22	24427338A1LM893FRF	MOTHER'S KITCHEN-IRVIN IRVINE CA		14.60
09/22	09/22	244273388LYJAKJ46	ALBERTSONS #6507 IRVINE CA		8.78
09/22	09/22	24433988883CEAPY	HEN HOUSE GRILL IRVINE CA		12.92
09/23	09/23	24210738A60QTMOR8	THE VEGGIE GRILL IRVINE CA		9.84
09/24	09/24	24210738Q60QTMFEW	THE VEGGIE GRILL IRVINE CA		11.28

Continued

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Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
<b>Purchases, Balance Transfers &amp; Other Charges</b>					
09/24	09/24	24431088Q8AS13D2A	CHIPOTLE 1441 NEWPORT BEACH CA		7.65
09/24	09/24	24761978Q61DK93RP	YOGURT LAND UCI IRVINE CA		3.47
09/25	09/25	24210738D60QTMF4H	THE VEGGIE GRILL IRVINE CA		11.74
09/25	09/25	24224438D2ZYW7CZ7	COFFEE BEAN STORE IRVINE CA		3.95
09/25	09/25	24427338DLM81KREHE	MOTHER'S MARKET & K IRVINE CA		2.74
09/25	09/25	24427338DLM81KRO1	MOTHER'S KITCHEN-IRVIN IRVINE CA		9.85
09/25	09/25	24427338DLM81KRF6S	MOTHER'S KITCHEN-IRVIN IRVINE CA		1.25
09/26	09/26	24071058E4K9TBCQW	NATIVE FOODS - COSTA M COSTA MEGA CA		12.82
09/26	09/26	24427338DLYJ30GJB	MOTHER'S MARKET & K IRVINE CA		3.15
09/26	09/26	24431088E8AS13DPV	CHIPOTLE 1441 NEWPORT BEACH CA		9.59
09/26	09/26	24761978E61DK93RK	YOGURT LAND UCI IRVINE CA		1.42
09/27	09/27	24224438FZYDDEE4	COFFEE BEAN STORE IRVINE CA		3.85
09/27	09/27	24431058F0S2YS6PN	EINSTEIN BROS BAGELS2816 IRVINE CA		2.85
09/27	09/27	24765428F4E7QX181	USC HOSPITALITY RETAIL FO LOS ANGELES CA		4.89
09/27	09/27	24765428F4E7QX181	USC HOSPITALITY RETAIL FO LOS ANGELES CA		11.48
09/28	09/28	24184078G8NFBFGNR	PAVILIONS STOR00019117 NEWPORT COAST CA		23.97
09/28	09/28	24210738G80QTMGSD	THE VEGGIE GRILL IRVINE CA		9.84
09/28	09/28	24224438G2ZYDHTK2	COFFEE BEAN STORE IRVINE CA		3.95
09/28	09/28	24427338FLYJ3MRX	MOTHER'S MARKET & K IRVINE CA		6.43
09/29	09/29	24316058HFYRLD3RX	SHELL OIL 67442723003 IRVINE CA		65.80
09/29	09/29	24427338GLYJ4CZV6	MOTHER'S KITCHEN-IRVIN IRVINE CA		8.85
09/29	09/29	24765428H4PHTNA6X	USC HOSPITALITY RETAIL FO LOS ANGELES CA		2.50
09/30	09/30	24184078IAAZKAT6S	STARBUCKS CORP00140186 NEWPORT BEACH CA		2.25
09/30	09/30	24316058JFYPMW24Y	SHELL OIL 67441695301 LAS VEGAS NV		71.25
09/30	09/30	24483888H8B30XKWE	HEN HOUSE GRILL IRVINE CA		10.76
09/30	09/30	24765428J4PJA169R	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.99
09/30	09/30	24765428J4PJA280H	USC HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
09/30	09/30	24765428J4PJA231R	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.88
10/01	10/01	24472688K9R6G944H	EDDIEV'S WILD FISH NEWP NEWPORT BEACH CA		14.01
10/01	10/01	24482788K3DWMW8XN	DARYA RESTAURANT SANTAANA CA		79.76
10/01	10/01	24765428LMAE2PN5W	PELICAN HILL F B NEWPORT COAST CA		17.10
10/02	10/02	24055228K60MPV88P	SUFI MEDITERRANEAN CUISI SAN DIEGO CA		61.71
10/02	10/02	24184078K2LR7VHZ7	TARGET 80024653 SAN DIEGO CA		632.28
10/02	10/02	24210738L60QTMDS1	THE VEGGIE GRILL IRVINE CA		11.74
10/02	10/02	24273388L366M7P81	KOBA TOFU GRILL IRVINE CA		12.92
10/02	10/02	24316058LFYPB8X8P	SHELL OIL 67442719001 SAN DIEGO CA		34.81
10/02	10/02	24493888L5HWBQFSK	TRADER JOE'S #020 QPS LAJOLLA CA		39.89
10/02	10/02	24765428L5VPLBHD	USC TROJAN GROUNDS LOS ANGELES CA		6.27
10/03	10/03	24926888N0190E1LZ	LUFTHANSA 2208710086336 SAN JOSE CA NY		1,606.16
		10/05/11	ZANDIANJAZVGHOLAM		
		1 U A T	SAN DIEGO WASHINGTON		
		2 L H T	WASHINGTON FRANKFURT		
		3 L H T	FRANKFURT IKA		
		4 L H S	IKA FRANKFURT		
10/03	10/03	24210738M80QTM81N	THE VEGGIE GRILL IRVINE CA		11.74
10/03	10/03	24316058MFYR37R7G	SHELL OIL 67442728402 ENCINITAS CA		81.87
10/03	10/03	24427338LLYJ3GY4Z	MOTHER'S MARKET & K IRVINE CA		4.08
10/03	10/03	24427338LLYJ3H6Z0	MOTHER'S KITCHEN-IRVIN IRVINE CA		2.25
10/03	10/03	24431088M88XV94T	CHIPOTLE 0945 LOS ANGELES CA		3.88
10/03	10/03	24765428M4PJZZXQ	USC TROJAN GROUNDS LOS ANGELES CA		3.99
10/03	10/03	24765428M4PK02Q72	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.99
10/04	10/04	24184078N8NFBH81L	PAVILIONS STOR00019117 NEWPORT COAST CA		85.48
10/04	10/04	24210738N60QTMDFV	THE VEGGIE GRILL IRVINE CA		11.74
10/04	10/04	24316058NFYPYE6C8	SHELL OIL 67442723003 IRVINE CA		70.13
10/04	10/04	24431068N88XV7M5	CHIPOTLE 0945 LOS ANGELES CA		9.89
10/04	10/04	24765428N4PKYJRH9	USC HOSPITALITY RETAIL FO LOS ANGELES CA		4.45
10/05	10/05	24446008P2XEE7D68	WHOLESOME CHOICE MARKET IRVINE CA		2.81
10/05	10/05	24765428P4PKGTNGF	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.49
10/05	10/05	24038218RKCW302HPY	UNITED AIR 0184516712843 WASHINGTON DC		70.00
		10/06/11	JAZVGR		
		1 U A Y	XAA XAA		
10/05	10/05	24184078P1R2X0NNW	NATIONAL CAR RENTAL DULLES VA		25.66
10/06	10/06	24210738R60QTM83Q	THE VEGGIE GRILL IRVINE CA		11.74
10/07	10/07	24810438R63RZ1885	MARRIOTT 33718 DULLES ARP DULLES VA		216.65
10/07	10/07	24765428V4EANR5P2	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.99
10/07	10/07	24765428V4EANT08N	USC HOSPITALITY RETAIL FO LOS ANGELES CA		4.45
10/08	10/08	24210738S60QTM0XL	THE VEGGIE GRILL IRVINE CA		11.74
10/08	10/08	243160589FYR8Y830	SHELL OIL 67442723003 IRVINE CA		61.65
10/08	10/08	24765428V4EANP3S	USC HOSPITALITY RETAIL FO LOS ANGELES CA		7.68
10/09	10/09	24765428V4EANPN8E	USC HOSPITALITY RETAIL FO LOS ANGELES CA		8.99
10/10	10/10	24210738V80QTM8EX	THE VEGGIE GRILL IRVINE CA		11.74
<b>TOTAL PURCHASES, BALANCE TRANSFERS &amp; OTHER CHARGES FOR THIS PERIOD</b>					<b>\$4,446.18</b>

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD	\$0.00
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WELLS FARGO

VISA

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Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
<b>Interest Charged</b>					
			INTEREST CHARGE ON PURCHASES		0.00
			INTEREST CHARGE ON CASH ADVANCES		0.00
<b>TOTAL INTEREST CHARGED FOR THIS PERIOD</b>					<b>00.00</b>

2011 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2011	\$8.05
TOTAL INTEREST CHARGED IN 2011	\$21.85

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.85%	\$0.00	32	\$0.00
CASH ADVANCES	23.85%	\$0.00	32	\$0.00



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- Transactions made outside the United States
- Declined transactions
- And more,

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<sup>2</sup>Actual time to receive Alert dependent on wireless service and coverage within area, and/or the service provided by your calling service provider. Alerts service may not be available in all areas. Alerts regarding transactions for gasoline may not include purchase amount. Additional restrictions apply. © 2011 Visa. All rights reserved.  
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WELLS FARGO



VISA

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Ending in 7470  
10/12/2011 to 11/10/2011

Balance Summary

Previous Balance	\$1,873.14
- Payments	\$2,000.00
- Other Credits	\$7.63
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$1,954.91
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,820.52
Total Credit Limit	\$2,000

24-Hour Customer Service: 1-800-842-4720  
 TTY for Hearing/Speech Impaired: 1-800-419-2265  
 Outside the US Call Collect: 1-825-825-7600  
 Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:  
 PO Box 10347, Des Moines IA, 50308-0347

Total Available Credit \$1,089

Payment Information

New Balance	\$1,820.52
Minimum Payment	\$19.00
Payment Due Date	12/05/2011

Send Payments To:  
 PO Box 30088, Los Angeles CA, 90030-0088

Late Payment Warning: If we do not receive your Minimum Payment by 12/05/2011, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	13 years	\$3,478
\$93	3 years	\$2,261 (Savings of \$1,217)

If you would like information about credit counseling services, refer to www.usdoj.gov/ual/eo/bapcpa/ccde/cc\_approved.htm or call 1-877-285-2108.

Wells Fargo Rewards® Program Summary

Rewards Previous Balance:	33,465
Points Earned:	1,948
Earn More Miles® Bonus Points:	0
Total Available Points:	35,413

We offer more rewards choices so you can choose a reward that suits your style. You'll find gift cards, cash rewards, travel, merchandise and even charitable contributions.  
 Track your points balance or get more information at www.WellsFargoRewards.com or by calling 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
<b>Payments</b>					
11/02	11/02	74485429K0A8FBH21	ONLINE PAYMENT	1,000.00	
11/03	11/03	74465428L0A8H33WD	ONLINE PAYMENT	1,000.00	
TOTAL PAYMENTS FOR THIS PERIOD				\$2,000.00	
<b>Other Credits</b>					
10/10	10/10	7407105044K97LXY2	FRESH! - THE BLUFFS NEWPORT BEACH CA	7.63	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$7.63	

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 YK3 1 7 6 111110 9 PAGE 1 of 4 10 5583 2000 2045 01055395

Detach and mail with check payable to Wells Fargo

Account Number 7470  
 New Balance \$1,820.52  
 Minimum Payment \$19.00  
 Payment Due Date 12/05/2011

74707

YK3 4

Amount Enclosed



WELLS FARGO CARD SERVICES  
 PO BOX 30088  
 LOS ANGELES CA 90030-0088

G R JAZI  
 PO BOX 927674  
 SAN DIEGO CA 92192-7674



Check here and see reverse for address and/or phone number correction.

**IMPORTANT INFORMATION ABOUT YOUR ACCOUNT**

**Billing Notice Summary.** If you believe your bill is wrong (an "Error"), or if you need more information about a transaction on your bill, write to us on a separate sheet of paper as soon as possible at P.O. Box 822, Des Moines, IA 50308-0822. We must hear from you no later than 60 days after we sent you the first bill on which the Error appeared. You may notify us using other means (including calling us) at the number listed on the front of the statement, but doing so will not preserve your rights.

In your letter ("Written Notice"), provide the following information:

- Your name and account number.
- The date and dollar amount of suspected Error.
- Description of the Error and why you believe there is an Error. If you need more information, please describe the item you are not sure about.

You do not have to pay any alleged Error amount while we are investigating, but you are still obligated to pay the parts of your bill that are not part of the alleged Error amount. While we investigate, we cannot report you as delinquent or take any action to collect the alleged Error amount. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you believe is an Error. To stop the payment, your banking institution must notify us first (2) business days before the automatic payment is scheduled to occur.

**Special Rule for Credit Card Purchases:** If you have a problem with the quality of goods or services you purchased with a credit card, and you have filed a good faith to correct the problem with the merchant, you may not have to pay the pending amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address and you have not paid the balance of the disputed charge. If we own or operate the merchant, or if we acted on the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.

**Credit Information, NOTICE:** We may furnish information about your account to consumer reporting agencies. You have the right to dispute the accuracy of information that we have reported by writing to us at P.O. Box 14817, Des Moines, IA 50308-0817 and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to an identity theft, you will need to provide us with an identity theft report.

**Payments.** "Outstanding Payments" are payments mailed using the enclosed envelope and payment coupon to the payment address specified on the statement or, generally, made via the "Transfer" tab or "Make a Payment" link on the credit card Account Activity page at [www.wellsfargo.com](http://www.wellsfargo.com). Outstanding Payments received via mail by 4:00 p.m. will be credited as of the date of receipt. Outstanding Payments received after 4:00 p.m. will be credited as of the next day. Out-of-town for Outstanding Payments made via our Web site will be processed at the time of the transaction. "Not Outstanding Payments" are payments made by any other means and may not receive credit for up to five days after the date of receipt. Non-Outstanding payments include, but are not limited to, placing the prepaid envelope and payment coupon in another envelope.

**Notice About Electronic Check Conversions:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When you use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your Branch location.

**Payment by Faster Less Than Account Balance Request:** If you intend to pay your account in full with an amount less than the total owed on your account, you must send your request to us at: P.O. Box 6071, Portland, OR 97204-6071. Such payments will not discharge your full bill.

**How We Calculate Your Balance.** We use a method called "average daily balance (including new purchases)". For more information regarding this calculation, please call our toll-free Customer Service number located on the front of this statement.

**How to Avoid Paying Interest on Purchases.** Your Payment Due Date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on each purchase and basic finance on the transaction date.

**Secured Accounts.** For secured accounts, your credit card account is secured by a pledge of your Secured Card Collateral Account with Wells Fargo Bank, N.A., established in connection with your purchase of the card. You agree that the Secured Card Collateral Account will not be used to redeem any part of the full amount of the Secured Card Collateral Account until any amount under your Secured Card Collateral Account is paid in full. In the event your Secured Card Collateral Account is terminated by Bank for any reason, this pledge is void as a security interest for any and all amounts you owe, including interest, fees and costs which may accrue under your Secured Card Collateral Account. You agree that if your Secured Card Collateral Account is closed for any reason, the Bank may apply funds in the Secured Card Collateral Account to pay off any balance on the credit card account. If there are still funds remaining in the Collateral Account after closing, those funds may remain on deposit for up to 60 days before being returned to you.

**Special Information for Colorado Residents.** Colorado law requires Wells Fargo to offer you the option of signing a prior consent form. The signed prior consent permits Wells Fargo to release records of your accounts to the appropriate local authorities or local law enforcement for the purpose of investigating known or suspected financial exploitation. Please contact us at the number listed on the front of this statement for a copy of the form.

**Customer Service Monitoring.** Some calls between bank employees and our customers may be monitored and recorded by supervisors to ensure quality of service.

**INFORMACIÓN IMPORTANTE SOBRE SU CUENTA**

**Resumen de Derechos de Fideicomisión.** Si cree que hay algún error en su estado de cuenta (un "Error"), o si necesita más información sobre una transacción que aparece en su estado de cuenta, por favor escribanos en una hoja separada tan pronto como le sea posible, a la siguiente dirección: P.O. Box 822, Des Moines, IA 50308-0822. Debe presentarnos sus comentarios dentro de un plazo de 60 días de la fecha en la que nos envió el estado de cuenta en el que apareció el Error. Puede comunicarse con nosotros por correo postal o por teléfono. No podrá notificarnos utilizando otros medios que no incluya un escrito que aparezca en el frente de su estado de cuenta, pero si hacerlo no preservará sus derechos.

En su carta (una "Notificación por Escrito"), por favor incluya la siguiente información:

- Su nombre y número de cuenta.
- La fecha y el monto de los depósitos del Error del que sospecha.
- Una descripción del Error y la razón por la cual usted cree que es un Error. Si necesita más información, por favor describa el ítem del que no está seguro.

No tiene que pagar el monto del supuesto Error mientras se investigamos, pero seguirá obligado a pagar las porciones del saldo de su cuenta que no forman parte del monto del supuesto Error. Mientras investigamos, no podemos reportar a las agencias de crédito de riesgo, ni tomar medidas para cobrar el monto del supuesto Error. Si nos ha autorizado a pagar su cuenta de crédito de tarjeta de crédito de manera automática desde su cuenta de cheques o de ahorros, puede suspender el pago por cualquier monto que sea que es un Error. Para suspender el pago, su institución por escrito debe notificarlos tres (3) días hábiles antes del día que está programado el pago automático.

**Regla Especial para Compras con Tarjetas de Crédito:** Si usted tiene algún problema con la calidad de los bienes o servicios que adquirió con una tarjeta de crédito, y ha intentado de buena fe resolver el problema con el comerciante, usted no tendrá que pagar el monto pendiente de los bienes o servicios. Usted tiene esta protección solamente si el precio de compra excedió a los \$50 y la compra fue realizada en el estado en el que reside o a una distancia no superior a 100 millas de su dirección postal, y siempre que no haya pagado el saldo del cargo en disputa. Si somos los propietarios o operadores de dicho comerciante, o si el comerciante por correo o anuncio publicitario de los bienes o servicios, todas las compras están cubiertas, sin importar el monto o lugar de la compra.

**Información de Crédito, AVISO:** Podemos dar información sobre su cuenta a las agencias de informes sobre consumidores. Usted tiene el derecho a cuestionar la exactitud de la información reportada por nosotros si escribe a la siguiente dirección: P.O. Box 14817, Des Moines, IA 50308-0817. En su carta, deberá describir la información reportada que sea inexacta o en disputa, y proporcionar cualquier copia de documentación de respaldo. Si comunicamos que su carta de información relacionada con el robo de identidad, deberá suministrar una denuncia de robo de identidad correspondiente.

**Pagos.** Los "Pagos en Cartas" son pagos enviados con el sobre adjunto y talón de pago a la dirección de pago especificada en el estado de cuenta o en general a través de la ficha "Transferir" (también disponible en inglés) o "Hacer un Pago" en la Web Account Activity. Los depósitos en efectivo de los servicios financieros por Internet de Wells Fargo en [www.wellsfargo.com](http://www.wellsfargo.com). Los Pagos en Cartas recibidos por correo a más tardar a las 4 p.m. serán acreditados a la fecha de su pago. Los Pagos en Cartas recibidos después de las 4 p.m. serán acreditados al día siguiente. Los honorarios de tarifa para Pagos en Cartas realizados a través de estados o los Web están reducidos al momento de la transacción. Los "Pagos en Imprescindibles" son pagos efectuados por cualquier otro medio y en posición que no recibirá crédito durante hasta 5 días después de la fecha de recibo. Los Pagos en Imprescindibles, sin importar, tener el número de depósito y la fecha de pago en su sobre.

**Antes de una Conversión de Cheques Electrónicos.** Al proporcionar un cheque como forma de pago, usted nos da su autorización para utilizar la información de su cheque a fin de realizar una sola transferencia electrónica de su cuenta o procesar el pago como una transacción de cheque. Cuando nosotros usamos la información de su cheque para realizar una transferencia electrónica de fondos, los fondos podrán ser retirados de su cuenta los días hábiles antes del día que nos hacemos su pago, y su institución financiera no le regresará el cheque.

**Pago Más Rápido Menos de lo que le Cuesta.** Si usted desea pagar el saldo de su cuenta por un monto inferior al monto total adeudado en su cuenta, deberá enviarnos su solicitud a la siguiente dirección: P.O. Box 6071, Portland, OR 97204-6071. Dichos pagos no exonerarán la totalidad de su deuda.

**Cómo Calculamos Su Saldo.** Usamos un método denominado "saldo diario promedio (incluyendo nuevas compras)". Para más información acerca de este cálculo, por favor llame a nuestro número gratuito de Servicio al Cliente indicado al frente de este estado de cuenta.

**Cómo Evitar Pagar Intereses sobre Compras.** La Fecha de Vencimiento del Pago es al menos 25 días después del cierre de cada período de facturación. No cargaremos intereses sobre las compras si usted paga la totalidad de su saldo a más tardar en la fecha de vencimiento de cada mes. Comenzaremos a cobrar intereses sobre adeudos no pagados y transferencias de saldo a la fecha de facturación.

**Cuentas Garantizadas.** Para Cuentas Garantizadas, su cuenta de tarjeta de crédito está garantizada por la entrega en garantía de su Cuenta Colateral de la Tarjeta Garantizada de Wells Fargo Bank, N.A., establecida en relación con su solicitud de la tarjeta. Usted convence en que esta tarjeta de crédito y el fondo de garantía de crédito de la tarjeta de crédito garantizada, a ser cancelada en caso de cualquier acto de incumplimiento bajo su convenio de la tarjeta de crédito garantizada, y en caso de que dicho convenio sea terminado por el Banco, por cualquier motivo. Esta garantía se otorga como garantía de cuenta y todos los montos que usted adeude, incluidos los intereses, tarifas y costas que puedan acumularse bajo su Cuenta de Tarjeta de Crédito Garantizada. Usted está de acuerdo en que si su Cuenta de Tarjeta de Crédito Garantizada es cerrada por cualquier razón, el Banco podrá aplicar los fondos pendientes en la Cuenta Colateral de la Tarjeta Garantizada para pagar cualquier saldo en la cuenta de tarjeta de crédito. El depósito de fondo aún quedará sujeto en la Cuenta Colateral, dichos fondos podrán permanecer en depósito durante hasta 60 días antes de que sean remitidos a usted.

**Información Especial para los Residentes de Colorado.** La ley de Colorado exige que Wells Fargo le ofrezca la opción de firmar un formulario de consentimiento previo. El formulario de consentimiento previo firmado autoriza a Wells Fargo a divulgar los registros de sus cuentas al departamento de servicios sociales del condado o a la agencia del orden público local para investigar explotación financiera conocida o presunta. Llámese al número en el frente de este estado de cuenta para obtener una copia del formulario.

**Monitoreo del Servicio al Cliente.** Algunas llamadas entre los empleados del banco y nuestros clientes pueden ser monitoreadas y grabadas por los supervisores para asegurar la calidad del servicio.

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**Change of Address Form** - If your address has changed, provide your complete new address below. Be sure to check box on reverse side of coupon and enclose in the envelope provided. Please use this section only for address changes. If you have any questions, please call the toll-free customer service number on the front of this statement. **Formulario de Cambio de Dirección** - Si su dirección ha cambiado, proporcione su nueva dirección completa abajo. Asegúrese de incluir en el sobre el cupón y adjúntelo al sobre anexo. Por favor use esta sección solamente para cambios de dirección. Si tiene preguntas, por favor llame al número de Servicio al Cliente al frente de este estado de cuenta.

ACCOUNT FIRST NAME	<input type="text"/>	ACCOUNT LAST NAME	<input type="text"/>
NEW STREET ADDRESS	<input type="text"/>	<input type="text"/>	<input type="text"/>
PO BOX APT #	<input type="text"/>	<input type="text"/>	<input type="text"/>
CITY, STATE/ZIP	<input type="text"/>	<input type="text"/>	<input type="text"/>
HOME PHONE	<input type="text"/>	WORK PHONE	<input type="text"/>

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Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
<b>Purchases, Balance Transfers &amp; Other Charges</b>					
10/10	10/12	24765428WHEB88EB9	USO HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/10	10/12	24765428WHEB88QMPG	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.96
10/11	10/12	24210738X60CTMDTN	THE VEGGIE GRILL IRVINE CA		11.74
10/11	10/12	24765428X4EBHEDW3	USO HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/12	10/12	24071068X4K8QEPVX	FRESHII - THE BLUFFS NEWPORT BEACH CA		7.53
10/12	10/12	24071068X4K8QEL9Z	FRESHII - THE BLUFFS NEWPORT BEACH CA		15.99
10/12	10/12	24210738Y60QTMESA	THE VEGGIE GRILL IRVINE CA		11.74
10/12	10/12	24765428Y4PMKFSN6	USO HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/19	10/19	24210738Z60QTMDBR	THE VEGGIE GRILL IRVINE CA		11.74
10/13	10/13	24427338LYJ4DV19	MOTHER'S MARKET & K IRVINE CA		17.03
10/13	10/13	24765428Z4PMYPSAX	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.96
10/14	10/14	2407106914K99E1NY	JAVIER'S CRYSTAL OOVE NEWPORT COAST CA		18.00
10/14	10/14	24164078ZVSDWZF250	AMC TUSTIN 14 01004274 TUSTIN CA		9.00
10/14	10/14	24224439030W1DG4R	COFFEE BEAN STORE LOS ANGELES CA		4.46
10/14	10/14	243160890FYTKW0VX	SHELL OIL 67442723003 IRVINE CA		70.67
10/14	10/14	24427338ZLYJ63P10	MOTHER'S MARKET & K IRVINE CA		2.04
10/14	10/14	24427338ZLYJ640WV	MOTHER'S KITCHEN-IRVIN IRVINE CA		2.25
10/14	10/14	244310690886XV4FR	CHIPOTLE 0946 LOS ANGELES CA		8.88
10/15	10/15	24210739160QTMESL	THE VEGGIE GRILL IRVINE CA		11.74
10/16	10/16	24210736260QTMESR	THE VEGGIE GRILL IRVINE CA		11.74
10/16	10/16	244273382LM7ZXK0V	H MART IRVINE IRVINE CA		9.38
10/16	10/16	244273382LM81XWN8	SPROUTS FARMERS MAR IRVINE CA		123.92
10/17	10/17	24210739360QTMFDW	THE VEGGIE GRILL IRVINE CA		11.74
10/17	10/17	243912193802AEXAB	UCI PARKING OPT IRVINE CA		6.00
10/17	10/17	2448279933DWMAMP2E	THE SPORTS OLUBLA CO IRVINE CA		65.32
10/18	10/18	24210739480QTMDTG	THE VEGGIE GRILL IRVINE CA		11.74
10/18	10/18	2476542844EDKAYJF	USO HOSPITALITY RETAIL FO LOS ANGELES CA		5.99
10/18	10/18	2476542844EDKQ6MB	USO HOSPITALITY RETAIL FO LOS ANGELES CA		4.46
10/19	10/19	2402885900123NX7B	LUFTHANSA 2208710085560 SAN JOSE CA NY		260.00
		11/13/11	ZANDIANJAZIGHOLAM		
		1 LH S	FRANKFURT		
		2 LH S	FRANKFURT PARIS		
		3 UA T	PARIS WASHINGTON		
		4 UA T	WASHINGTON SAN DIEGO		
10/19	10/19	2418407958NFBMTK2	PAVILIONS STOR00018117 NEWPORT COAST CA		50.47
10/19	10/19	24210739660QTMESQJ	THE VEGGIE GRILL IRVINE CA		15.17
10/19	10/19	24270749402XVJ2E9	RCN FAUL 2012 PEO 879-2851998 TX		20.12
10/19	10/19	2471705985GYWRTWIQ	AGENT FEE 8900681052398 OYRUS TRAVEL CA		25.00
		10/19/11	ZANDIANJAZIGHO		
		1 XD Y	XAO		
10/20	10/20	24210739660QTMDW1	THE VEGGIE GRILL IRVINE CA		11.74
10/20	10/20	2476542864EDSYD6E	CITY OF LA DOT PVB PBPFW 886-5819742 CA		60.00
10/20	10/20	2476542864FR21STT	USO HOSPITALITY RETAIL FO LOS ANGELES CA		4.46
10/21	10/21	242408519780T2JMM1	COLDSTONE #1588 LOS ANGELES CA		4.98
10/21	10/21	243160897FYTKVXH9	SHELL OIL 67442723003 IRVINE CA		69.38
10/21	10/21	2476542894EEW7VRZ	USO HOSPITALITY RETAIL FO LOS ANGELES CA		6.99
10/22	10/22	24210739880QTMESF	THE VEGGIE GRILL IRVINE CA		11.74
10/23	10/23	24210739A60QTMEXY	THE VEGGIE GRILL IRVINE CA		14.17
10/23	10/23	24224439930VPRJ72Y	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
10/23	10/23	248921698006H4SV1	CALIFORNIA PIZZA 036 IRVINE CA		18.69
10/24	10/24	24210739A60QTMESB	THE VEGGIE GRILL IRVINE CA		14.17
10/24	10/24	243999009ABYKSE2PF	PAYLESS#HOESOU00051089 IRVINE CA		19.38
10/24	10/24	244273389LYJ88M6Z	MOTHER'S MARKET & K IRVINE CA		4.19
10/24	10/24	24692169900Q06NHS	CALIFORNIA PIZZA 036 IRVINE CA		12.00
10/25	10/25	24184079BAAXDZYXK	STARBUCK8 CORP00140085 IRVINE CA		2.25
10/25	10/25	244273384LYJ9QPQV	MOTHER'S MARKET & K IRVINE CA		4.38
10/25	10/25	24692169A00K03NV7	CALIFORNIA PIZZA 036 IRVINE CA		12.93
10/25	10/25	24765428B4EFPMLXL	USO HOSPITALITY RETAIL FO LOS ANGELES CA		5.99
10/25	10/25	24765428B4EFPMLZ2	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
10/25	10/25	24765428B4EFPMLX2	USO HOSPITALITY RETAIL FO LOS ANGELES CA		8.88
10/25	10/25	24210739C60QTMEXZ	THE VEGGIE GRILL IRVINE CA		11.74
10/25	10/25	24210739C60QTMGN	THE VEGGIE GRILL IRVINE CA		11.74
10/25	10/25	24361789B9AVPY2S8	GODADDY.COM 480-6988965 AZ		20.16
10/25	10/25	24427338QLM89YPA4	SPROUTS FARMERS MAR COSTA MESA CA		104.62
10/25	10/25	24692169B00X9QV88	COX'OR CO COM PHSV 949-240-1212 CA		108.82
10/27	10/27	24210739D80QTMG8A	THE VEGGIE GRILL IRVINE CA		11.74
10/27	10/27	24316089DFYROP4Q5	SHELL OIL 67442723003 IRVINE CA		60.15
10/27	10/27	24765428D4F934LWHG	USO HOSPITALITY RETAIL FO LOS ANGELES CA		3.95
10/28	10/28	24210739E80QTMFL	THE VEGGIE GRILL IRVINE CA		11.74
10/28	10/28	24224439F30VVD26T	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
10/30	10/30	24184079G8NFB8TMV	PAVILIONS STOR00018117 NEWPORT COAST CA		21.27
10/30	10/30	24210739G80QTMEGW	THE VEGGIE GRILL IRVINE CA		11.74
10/30	10/30	24791879C80FP7H9E	YOGURT LAND DIAMOND JAMBO IRVINE CA		4.42
10/31	10/31	24046039G80723J59	CHEVRON 0099716 SANTA MONICA CA		88.22
10/31	10/31	24224439H30VMZP6L	TENDER GREENS - SA SANTA MONICA CA		22.94
10/31	10/31	24224439H30VMZFEK	COFFEE BEAN STORE SANTA MONICA CA		3.95
10/31	10/31	24427338GLYJ3VFXE	MOTHER'S KITCHEN-IRVIN IRVINE CA		12.85
10/31	10/31	24445009HIFWVZBXL	FEDEX OFFICE #0699 IRVINE CA		8.88
10/31	10/31	24812399H388KWS8M	CITY OF SM PARKING SANTA MONICA CA		2.00
11/01	11/01	24427338HLYJ3G8ZB	MOTHER'S KITCHEN-IRVIN IRVINE CA		13.54
11/01	11/01	24431069H388XV7RW	CHIPOTLE 0946 LOS ANGELES CA		8.88

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Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
<b>Purchases, Balance Transfers &amp; Other Charges</b>					
11/01	11/01	24446009H2XDQW63P	SPORTS OLLIB-IRVINE-C #025049-075-8400 CA		136.00
11/01	11/01	24766429J4PVMH1P1	USO HOSPITALITY RETAIL FO LOS ANGELES CA		8.95
11/02	11/02	24223699NLEL6W1XH	KARAOON.COM LLC 212-316-1818 NY		45.46
11/02	11/02	24210739K60QTMZ7	THE VEGGIE GRILL IRVINE CA		11.74
11/02	11/02	24493989K6HWFE3VY	TRADER JOE'S #111 QPS IRVINE CA		16.88
11/02	11/02	24765428J615V3SXY	USO CASHIERS OFFICE LOS ANGELES CA		25.00
11/03	11/03	24210739L60QTMFJH	THE VEGGIE GRILL IRVINE CA		12.07
11/03	11/03	24249518L60T2JMMY	COLDSTONE #1688 LOS ANGELES CA		4.88
11/03	11/03	24992169K00TLXNZZ	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		12.95
11/04	11/04	24210739M60QTMFYT	THE VEGGIE GRILL IRVINE CA		11.74
11/04	11/04	24224436M30VW8ETL	COFFEE BEAN STORE NEWPORT BEACH CA		3.95
11/05	11/05	24193049NS66H648K	GLENDON RESTAURANTS LOS ANGELES CA		5.44
<b>TOTAL PURCHASES, BALANCE TRANSFERS &amp; OTHER CHARGES FOR THIS PERIOD</b>					<b>\$1,864.81</b>

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD	\$0.00
------------------------------------	--------

Interest Charged

INTEREST CHARGE ON PURCHASES	0.00
INTEREST CHARGE ON CASH ADVANCES	0.00
<b>TOTAL INTEREST CHARGED FOR THIS PERIOD</b>	<b>\$0.00</b>

2011 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2011	\$6.05
TOTAL INTEREST CHARGED IN 2011	\$21.85

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.85%	\$0.00	30	\$0.00
CASH ADVANCES	23.99%	\$0.00	30	\$0.00

# Make it a rewarding holiday season

## Shop the *Earn More Mall*<sup>®</sup> site and earn bonus rewards points for virtually all your purchases

Finding the perfect gift is good. Getting rewarded for buying it is even better. As a *Wells Fargo Rewards*<sup>®</sup> cardholder, you can earn up to 16 bonus points per \$1 spent in net purchases (purchases minus returns/credits) at more than 700 online and in-store merchants. That's on top of the regular points earned.<sup>1</sup>

For those "hard to shop for" people on your list, choose from over 100 Gift Cards and enjoy free shipping and gift messaging, too. The *Earn More Mall* site has hundreds of discounts and free shipping offers.

Don't miss out on special and limited-time offers available at your favorite retailers.<sup>2</sup> Simply sign up for the *Earn More Mall* newsletter by indicating your email preferences at [EarnMoreMall.com](http://EarnMoreMall.com).

### BARNES & NOBLE

BN.com

Free shipping on orders of \$25 or more.

Plus 5 bonus points/\$1

### OLD NAVY

Everyday free shipping on orders over \$50.

Plus 3 bonus points/\$1

### sears

Extra \$5 off [Sears.com](http://Sears.com) orders of \$50 or more.

Plus 3 bonus points/\$1

### priceline.com

Save up to \$150 with flight and rental car package.

Plus 2 bonus points/\$1

### Harry & David

Save 20% off gourmet items.

Plus 6 bonus points/\$1

### magazines.com

Magazines make great gifts. Save \$5 on your purchase.

Plus 25 bonus points/\$1

### BEST BUY

Save time and money: Shop online and choose in-store pickup at [BestBuy.com](http://BestBuy.com).

Plus 1 bonus point/\$1

### SEPHORA

Free shipping on your order of \$50 or more. Plus, get 3 free samples with every order.

Plus 5 bonus points/\$1

### Target.com

Over 500,000 items ship free when you spend \$50 or more.

Plus 3 bonus points/\$1

Get rewarded — shop the *Earn More Mall* site today.

<sup>1</sup>Bonus points are earned on net purchases (purchases minus returns/credits) only.

<sup>2</sup>Merchants and offers are subject to change. Visit the *Earn More Mall* site at [EarnMoreMall.com](http://EarnMoreMall.com) for specific terms and conditions including those associated with each merchant offer.

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# Exhibit 11

Exhibit 11

# Property Account Inquiry - Summary Screen

<a href="#">New Search</a>	<a href="#">Recorder</a>	<a href="#">Treasurer</a>	<a href="#">Assessor</a>	<a href="#">Clark County Home</a>
----------------------------	--------------------------	---------------------------	--------------------------	-----------------------------------

Parcel ID	071-02-000-005	Tax Year	2014	District	826	Rate	2.5267
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Situs/Address	UNASSIGNED SITUS MOAPA VALLEY
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Legal Description	ASSESSOR DESCRIPTION: PT NE4 NE4 SEC 02 16 68GEOID: PT NE4 NE4 SEC 02 16 68
-------------------	---

Status	Property Characteristics	Property Values	Property Documents
Active	Tax Cap Increase Pct. 4.2	Land 3500	2005041904639 4/19/2005
Taxable	Tax Cap Limit Amount 92.14	Total Assessed Value 3500	00011401051 1/14/2000
	Tax Cap Reduction 0.00	Net Assessed Value 3500	
	Land Use 0-00: VACANT	Exemption Value New Construction 0	
	Cap Type Other	New Construction - Supp Value 0	
	Acreage 10.00		
	Supplemental Tax 0.00		

Role	Name	Address	Since	To
Owner	ZANDIAN REZA	8775 COSTA VERDE #501, SAN DIEGO, CA 92122-5343 UNITED STATES	8/18/2007	Current

Summary	
Item	Amount
Taxes as Assessed	\$88.43
Less Cap Reduction	\$0.00
Net Taxes	\$88.43

PAST AND CURRENT CHARGES DUE TODAY		
Tax Year	Charge Category	Amount Due Today
THERE IS NO PAST OR CURRENT AMOUNT DUE as of 12/31/2013		\$0.00

NEXT INSTALLMENT AMOUNTS		
Tax Year	Charge Category	Installation Amount Due
THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 12/31/2013		

TOTAL AMOUNTS DUE FOR THE ENTIRE TAX YEAR		
Tax Year	Charge Category	Remaining Balance Due
THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR as of 12/31/2013		

PAYMENT HISTORY	
Last Payment Amount	\$96.39
Last Payment Date	11/4/2013
Payment Method	\$96.39
Payment Method	\$88.43

12/31/13

Accend Web Inquiry Summary Page

Current Calendar Year Payments

\$96.39

# Exhibit 12

Exhibit 12

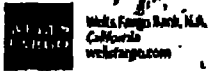
G REZA ZANDIAN JAZI  
NILOOFAR F ZANDIAN  
8775 COSTA VERDE BLVD APT 217  
SAN DIEGO, CA 92122-8340

115  
18-34/1820 4794  
7091005420

11/25/2012 Date

Pay to the Order of Secretary of State of California \$ 25.00

Twenty Five 00/100 Dollars



For optima technology Corp.

5920 00115 0000002500

BANK OF AMERICA NA SFC  
1228886614 12/13/12

675 30

12-015911

REQUEST 00005530894000000 25.00  
ROLL ECIA 20120430 000008710996107  
JOB ECIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

G REZA ZANDIAN JAZI  
NILOOFAR F ZANDIAN  
8775 COSTA VERDE BLVD APT 217  
SAN DIEGO, CA 92122-5340

131

10-24/1220-4784  
7041509820

11/24/2013

Pay to the  
Order of

United States Treasury

\$ 58<sup>80</sup>

Fifty Eight 80/100

Dollars



Wells Fargo Bank, N.A.  
California  
Wells Fargo

For

optima technology corp

5920 00131 0000005880

02 07 06 037 98 3 330391754  
01 12 12 0304  
00 20 21 03 98 03051305 R030413

AGREEMENT TO PRINT AND/OR TO BE PRINTED BY THE UNITED STATES OF AMERICA  
THIS CHECK IS NOT VALID UNLESS IT IS PRINTED BY THE UNITED STATES OF AMERICA  
OR BY AN AUTHORIZED PRINTING CONTRACTOR OF THE UNITED STATES OF AMERICA  
PRINTED IN THE UNITED STATES OF AMERICA

REQUEST 00005530894000000 58.80  
ROLL BCIA 20130305 000008819647227  
JOB BCIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038



G REZA ZANDIAN JAZI  
NILOOFAR F ZANDIAN  
8775 COSTA VERDE BLVD APT 217  
SAN DIEGO, CA 92122-5340

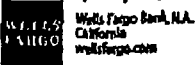
133

16-24/1220 4784  
7001505920

1/24/2013 Date

Pay to the Order of Employment Development Department \$ 46.25

Forty six 25/100 Dollars



Wells Fargo Bank, N.A.  
California  
wellsfargo.com

For Optima Technology Corp

5920 00133 0000004625

022713-9211-0004 00011 022713-9211-0004  
022713-9211-43-0004-00 04-FORDEPCASTOEDD-012

WELLS FARGO BANK NA FRE  
20130227 EQ22 PKT 04  
1221-0527-84  
1011673359

REQUEST 0000553089400000 46.25  
ROLL BCIA 20130227 000001011673359  
JOB BCIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

G REZA ZANDIAN JAZI  
NILOOFAR F ZANDIAN  
8775 COSTA VERDE BLVD APT 217  
SAN DIEGO, CA 92122-5840

130

16-24/1220 4794  
7001605920

1/24/2013 Date

Pay to the Order of Internal Revenue Service \$ 166<sup>25</sup>

One Hundred Sixty six <sup>25</sup>/<sub>100</sub> Dollars



For Optima Technology Corp. (CA)

5920 00130 0000016625

92 1 70 064 090 13 3 330991754  
OPTI 01 201212 0304  
000202580020 03051307R030413

REQUEST 0000553089400000 166.25  
ROLL BCIA 20130305 000008819647067  
JOB BCIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

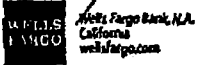
G REZA ZAN  
NILOOFAR F  
8775 COSTA VER  
LEVO APT 217  
SAN DIEGO, CA 92122-5340

134  
16-24/1220 4784  
7091505820

2/24/2013 Date

Pay to the Order of Employment Development Dpt. \$ 49<sup>64</sup>

Ferty Nine <sup>64</sup>/<sub>100</sub> Dollars



Wells Fargo Bank, N.A.  
California  
wellsfargo.com

*[Signature]*

For Optima Technology Corp

5920 00134 00000004964

022713-3136-0136 00002 022713-3136-42-0136-00-04-FORDEP  
022713-3136-42-0136-00-04-FORDEP  
DIAN JAZZ  
ZANDIA

WELLS FARGO BANK NO FEE  
20130227 E0422 PKT 04  
1221-0527-84  
1011673229

REQUEST 00005530894000000 49.64  
ROLL ECIA 20130227 000001011673229  
JOB ECIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

G REZA ZANDIAN JAZI  
NILOOFAR F ZANDIAN  
8775 COSTA VERDE BLVD APT 217  
SAN DIEGO, CA 92122-6340

158

18-24/1220 4784  
7001505920

02/24/2013  
Date

Pay to the  
Order of

Internal Revenue Service

\$ 26.18

Twenty six 11/100

Dollars



Wells Fargo Bank N.A.  
California  
wellsfargo.com

For

Optima Technology Corp.

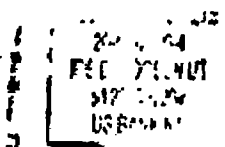


3920 00158 0000002618

california

022813

W229117e59e3319367e0133e391754  
201209 02282013



REQUEST 00005530894000000 26.18  
ROLL ECIA 20130228 000008510685579  
JOB ECIA P ACCT 1140007091505920  
REQUESTOR A568055  
7513983 10/28/2013

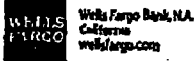
Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

G REZA ZANDIAN JAZI  
NILOOFAR F ZANDIAN  
8775 COSTA VERDE BLVD APT 217  
SAN DIEGO, CA 92122-5340

165

16-24/1229 4784  
7001605820

June 30.13 <sup>Date</sup>  
Department  
Pay to the Order of Employment Development \$ 39.71  
thirty nine and 71/100 Dollars



For 33-0391754

5920 00165 0000003971

076813-3241-0058 00261 678813-3241-0058  
070813-3241-99-0058-00-09-FORDEPCASTEDD-012

WELLS FARGO BANK NA FRE  
20130708 E0034 PXT 04  
1221-0527-84  
0000000000

REQUEST 00005530894000000 39.71  
ROLL BCIA 20130708 000001014351693  
JOB BCIA P ACCT 1140007091505920  
REQUSTOR A568055  
7513983 10/28/2013


Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038

**G REZA ZANDIAN JAZI**  
**NELOOFAR F ZANDIAN**  
 8775 COSTA VERDE BLVD APT 217  
 SAN DIEGO, CA 92122-5840

164  
 18-24/1220 4784  
 7001566820

June 30 13 Date

Pay to the Order of United States Treasury \$ 195.96  
One hundred ninety five and 96/100 Dollars

 Wells Fargo Bank, N.A.  
 Customers well Fargo.com

For 33-0391754

5920 0016 0000019596

92 1 70 193 050 92 3 330391754  
 0711 01 201303 0711  
 000728360185 07121301R071113

REQUEST 0000553089400000 195.96  
 ROLL ECIA 20130712 000008118473052  
 JOB ECIA P ACCT 1140007091505920  
 REQUESTOR A568055  
 7513983 10/28/2013

Subpoena Processing Chandler  
 S3928-020  
 Phoenix AZ 85038

# Exhibit 13

Exhibit 13

G. REZA ZANDIAN JAZI  
P.O. BOX 827674  
SAN DIEGO, CA 92192-7674

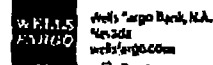
2003

94-7074/3212 282  
2508952484

March/31/11 Date

Pay to the Order of John Peter Lee ESQ \$ 2500.<sup>00</sup>

Two thousand five hundred Dollars



Wells Fargo Bank, N.A.  
Member FDIC  
wellsfargo.com

122.50 NP  
2377.50 FP

For Zandian V. Margolin

⑆00005250000⑆ 02020 2484⑆

APR -5 AM 1

BANK OF AMERICA, NA LMC  
1220006614 E6900 94 P85  
04/05/11

0002  
FOR DEPOSIT ONLY  
BANK OF AMERICA, NEVADA  
122A00721  
JOHN PETER LEE  
ATTORNEY AT LAW  
TRUST ACCOUNT  
913432846

REQUST 0000553088000000 2500.00  
ROLL ECIA 20110405 000008817287505  
JOB ECIA P ACCT 8250002508952484  
REQUSTOR A568055  
7513983 10/28/2013

Subpoena Processing Chandler  
S3928-020  
Phoenix AZ 85038



1/13/14

1 Case No. 09 0C 00579 1B

REC'D & FILED

2 Dept. No. I

2014 JAN 13 PM 4:16

3

ALAN GLOVER

4

~~C. Cooper~~ CLERK

5

In The First Judicial District Court of the State of Nevada

6

In and for Carson City

7

JED MARGOLIN, an individual,

8

Plaintiff,

9

vs.

10

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
DEBTOR EXAMINATION AND  
TO PRODUCE DOCUMENTS**

11

OPTIMA TECHNOLOGY CORPORATION,

12

a California corporation, OPTIMA

13

TECHNOLOGY CORPORATION, a Nevada

14

corporation, REZA ZANDIAN

15

aka GOLAMREZA ZANDIANJAZI

16

aka GHOLAM REZA ZANDIAN

17

aka REZA JAZI aka J. REZA JAZI

18

aka G. REZA JAZI aka GHONONREZA

19

ZANDIAN JAZI, an individual, DOE Companies

20

1-10, DOE Corporations 11-20, and DOE

21

Individuals 21-30,

22

Defendants.

23

24

This matter comes before the Court on Plaintiff JED MARGOLIN's Motion for Debtor

25

Examination and to Produce Documents, filed on December 11, 2013.

26

27

The Court finds that Defendants have not opposed the Motion for Debtor Examination

28

and to Produce Documents. The non-opposition by Defendants to Plaintiff's Motion constitutes

29

a consent to the granting of the motion.

30

31

The Court finds good cause exists to grant Plaintiff's Motion for Debtor Examination

32

and to Produce Documents.

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34

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///

1 NOW, THEREFORE, IT HEREBY IS ORDERED as follows:

2 1. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI  
3 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka  
4 GHONONREZA ZANDIAN JAZI is hereby ordered to appear before the Court and answer  
5 upon oath or affirmation concerning Defendant's property at a Judgment Debtor Examination  
6 under the authority of a Judge of the Court on the following date February 11, 2014 @ 9:00<sup>am</sup>; and,

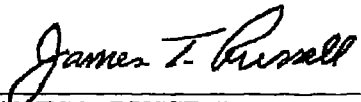
7 2. That Defendant REZA ZANDIAN aka GOLAMREZA ZANDIANJAZI  
8 aka GHOLAM REZA ZANDIAN aka REZA JAZI aka J. REZA JAZI aka G. REZA JAZI aka  
9 GHONONREZA ZANDIAN JAZI is hereby ordered to produce to Mr. Margolin's counsel at  
10 least one week prior to the Judgment Debtor Examination, so that counsel may effectively  
11 review and question Zandian regarding the documents, all information and documents  
12 identifying, related to, and/or comprising the following:

- 14 a. Any and all information and documentation identifying real property, computers,  
15 cell phones, intellectual property, vehicles, brokerage accounts, bank deposits and  
16 all other assets that may be available for execution to satisfy the Judgment entered  
17 by the Court, including, but not limited to, information relating to financial  
18 accounts, monies owed to Zandian by others, etc.
- 19 b. Documents sufficient to show Zandian's balance sheet for each month for the years  
20 2007 to the present.
- 21 c. Documents sufficient to show Zandian's gross revenues for each month for the  
22 years 2007 to the present.
- 23 d. Documents sufficient to show Zandian's costs and expenses for each month for the  
24 years 2007 to the present.
- 25 e. All tax returns filed by Zandian with any governmental body for the years 2007 to  
26 the present, including all schedules, W-2's and 1099's.
- 27
- 28

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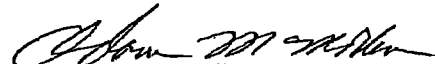
- f. All of Zandian's accounting records, computerized electronic and/or printed on paper format for the years 2007 to the present.
- g. All of Zandian's statements, cancelled checks and related banking documents for any bank, brokerage or other financial account at least partially controlled by Zandian, or recorded in the name of Zandian or for Zandian's benefit, for the years 2007 to the present.
- h. All of Zandian's checkbooks, checkbook stubs and checkbook entries for the years 2007 to the present.
- i. Documents sufficient to show the means and source of payment of Zandian's current residence and any other residence for the years 2007 to the present.
- j. Documents sufficient to show the means and source of payment of Zandian's counsel in this matter.
- k. Any settlement agreements by which another party has agreed to pay money to Zandian.

DATED: This 13<sup>th</sup> day of January, 2014.

  
\_\_\_\_\_  
JAMES T. RUSSELL  
DISTRICT COURT JUDGE

Respectfully submitted by,

WATSON ROUNDS, P.C.

By:   
Adam P. McMillen, Esquire  
Nevada Bar No. 10678  
5371 Kietzke Lane  
Reno, NV 89511  
Telephone: (775) 324-4100  
Facsimile: (775) 333-8171  
Email: amcmillen@watsonrounds.com  
Attorney for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on  
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true  
4 and correct copy of the foregoing document, *Proposed Order Granting Motion for Debtor*  
5 **Examination and for Production of Documents**, addressed as follows:

6 Geoffrey W. Hawkins, Esquire  
7 Johnathon Fayeghi, Esquire  
8 Hawkins Melendrez, P.C.  
9 9555 Hillwood Drive, Suite 150  
10 Las Vegas, Nevada 89134

11 Alborz Zandian  
12 9 Almazora  
13 Newport Beach, CA 92657-1613

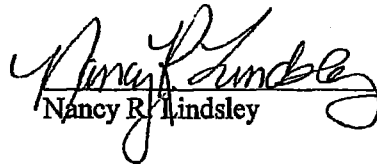
14 Optima Technology Corp.  
15 A California corporation  
16 8401 Bonita Downs Road  
17 Fair Oaks, CA 95628

18 Optima Technology Corp.  
19 A Nevada corporation  
20 8401 Bonita Downs Road  
21 Fair Oaks, CA 95628

22 Optima Technology Corp.  
23 A California corporation  
24 8775 Costa Verde Blvd. #501  
25 San Diego, CA 92122

26 Optima Technology Corp.  
27 A Nevada corporation  
28 8775 Costa Verde Blvd. #501  
San Diego, CA 92122

Dated: January 9<sup>th</sup>, 2014

  
Nancy R. Lindsley