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Attorney for Plaintiffs
PARVIZ SAFARI, MANDANA
ZAHEDI, MEDITEX, LLC

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Elizabeth A. Brown
Clerk of Supreme Court

DISTRICT COURT
CLARK COUNTY, NEVADA

PARVIZ SAFARI and MANDANA ZAHEDI,	}	Case No.: A-15-729030-B
an individual and on behalf of MEDITEX,		Dept. No. XIII
LLC, a Nevada limited liability company,		
Plaintiffs,		
vs.		
HAMID MODJTAHED, an individual;	}	
MOHAMMAD MOJTAHED, an individual;		
ALI MOJTAHED, an individual; DOES 1		
through X; and ROE CORPORATIONS I		
through X, inclusive,		
Defendants.	}	

NOTICE OF APPEAL

Notice is hereby given that PARVIZ SAFARI and MANDANA ZAHEDI, as individuals and on behalf of MEDITEX, LLC, Plaintiffs above named, hereby appeals to the Supreme Court of Nevada from:

1. The "Finding of Facts, Conclusions of Law, and Judgment" entered on September 27, 2019; Notice of Entry entered on September 30, 2019, and any and all interlocutory orders that

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1 may be appealed as a result of.

2 Dated this October 24, 2019

FLAHIVE & ASSOCIATES, LTD.


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Las Vegas, Nevada 89119
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Attorney for Plaintiffs
PARVIZ SAFARI, MANDANA
ZAHEDI, MEDITEX, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 24th day of October, 2019, a true and correct copy of **NOTICE OF APPEAL** was served via the Court's electronic filing system to the following:

Jonathan D. Blum, Esq.
KOLESAR & LEATHAM
400 South Rampart Blvd, Suite 400
Las Vegas, NV 89145
*Attorneys for Defendants/
Counter-Claimants*



Andrew Scott Flahive, Esq.

DISTRICT COURT
CASE SUMMARY
CASE NO. A-15-729030-B

Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

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§
§
§
§
§

Location: **Department 13**
Judicial Officer: **Denton, Mark R.**
Filed on: **12/15/2015**
Case Number History: **A-15-729030-C**
Cross-Reference Case Number: **A729030**

CASE INFORMATION

Case Type: **Other Business Court Matters**
Case Flags: **Appealed to Supreme Court
Business Court
Filing Fee Balance Due**
*5/11/17- As to Counter
Defendants, Nooshin Zahedi &
UTSafety, LLC #24*

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number	A-15-729030-B
Court	Department 13
Date Assigned	04/05/2016
Judicial Officer	Denton, Mark R.

PARTY INFORMATION

		<i>Lead Attorneys</i>
Plaintiff	Meditex, LLC	Flahive, Andrew Scott, ESQ <i>Retained</i> 702-834-8664(W)
	Safari, Parviz	Flahive, Andrew Scott, ESQ <i>Retained</i> 702-834-8664(W)
	Zahedi, Mandana	Flahive, Andrew Scott, ESQ <i>Retained</i> 702-834-8664(W)
Defendant	Modjtahed, Hamid	Blum, Jonathan D. <i>Retained</i> 7025623301(W)
	Mojtahed, Ali Removed: 09/27/2019 Dismissed	Blum, Jonathan D. <i>Retained</i> 7025623301(W)
	Mojtahed, Mohammad Removed: 09/27/2019 Dismissed	Blum, Jonathan D. <i>Retained</i> 7025623301(W)
Counter Claimant	Modjtahed, Hamid	Blum, Jonathan D. <i>Retained</i> 7025623301(W)
	Mojtahed, Ali	Blum, Jonathan D. <i>Retained</i> 7025623301(W)
	Mojtahed, Mohammad	Blum, Jonathan D. <i>Retained</i>

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7025623301(W)

**Counter
Defendant**

Safari, Parviz

Flahive, Andrew Scott, ESQ
Retained
702-834-8664(W)

Utsafety LLC

Flahive, Andrew Scott, ESQ
Retained
702-834-8664(W)

Zahedi, Mandana

Flahive, Andrew Scott, ESQ
Retained
702-834-8664(W)












Zahedi, Nooshin

Flahive, Andrew Scott, ESQ
Retained
702-834-8664(W)












DATE	EVENTS & ORDERS OF THE COURT	INDEX
12/15/2015	 Complaint Filed By: Plaintiff Meditex, LLC <i>Complaint</i>	
12/16/2015	 Initial Appearance Fee Disclosure Filed By: Plaintiff Meditex, LLC <i>Initial Appearance Fee Disclosure</i>	
03/10/2016	 Acceptance of Service Filed By: Plaintiff Meditex, LLC <i>Acceptance of Service of Civil Summons and Complaint by Mohammad Mohajtahed</i>	
04/05/2016	 Motion to Dismiss Filed By: Counter Claimant Modjtahed, Hamid <i>Motion to Dismiss Plaintiff's Complaint - Request for Business Court Pursuant to EDCR 1.61 (a)(1) and (a)(2)(ii)</i>	
04/05/2016	 Initial Appearance Fee Disclosure Filed By: Counter Claimant Modjtahed, Hamid <i>Initial Appearance Fee Disclosure</i>	
04/19/2016	 Opposition and Countermotion Filed By: Plaintiff Meditex, LLC <i>Limited Opposition to Defendants' Motion to Dismiss Plaintiff's Complaint and Countermotion for Leave to Amend Complaint</i>	
05/02/2016	 Reply to Opposition Filed by: Counter Claimant Modjtahed, Hamid <i>Defendants' Reply to Plaintiff's Limited Opposition to Motion to Dismiss Plaintiff's Complaint</i>	
05/09/2016	Motion to Dismiss (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Defendants' Motion to Dismiss Plaintiff's Complaint - Request for Business Court Pursuant to EDCR 1.61(a)(1) and (a)(2)(ii)</i> Granted; <i>Granted</i>	
05/09/2016	Opposition and Countermotion (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Plaintiff, Meditex, LLC's Limited Opposition to Defendants' Motion to Dismiss Plaintiff's Complaint and Countermotion for Leave to Amend Complaint</i> Granted;	

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CASE NO. A-15-729030-B

Granted

05/09/2016	 All Pending Motions (9:00 AM) (Judicial Officer: Denton, Mark R.) Matter Heard; <i>Matter Heard</i>
05/26/2016	 First Amended Complaint Filed By: Counter Defendant Safari, Parviz <i>First Amended Complaint</i>
05/27/2016	 Initial Appearance Fee Disclosure Filed By: Counter Defendant Safari, Parviz <i>Initial Appearance Fee Disclosure</i>
06/07/2016	 Order Filed By: Plaintiff Meditex, LLC <i>Order</i>
06/07/2016	Order of Dismissal (Judicial Officer: Denton, Mark R.) Debtors: Hamid Modjtahed (Defendant), Mohammad Modjtahed (Defendant), Ali Modjtahed (Defendant) Creditors: Meditex, LLC (Plaintiff) Judgment: 06/07/2016, Docketed: 06/14/2016 Comment: Certain Claims
06/09/2016	 Notice of Entry of Order Filed By: Plaintiff Meditex, LLC <i>Notice of Entry of Order</i>
06/13/2016	 Answer and Crossclaim Filed By: Counter Claimant Modjtahed, Hamid <i>Answer to First Amended Complaint and Counterclaim</i>
06/27/2016	 Affidavit of Service Filed By: Counter Claimant Modjtahed, Hamid <i>Affidavit of Service of Summons and Counterclaim upon Counter-Defendant Nooshin Zahedi</i>
06/27/2016	 Business Court Order <i>Business Court Order</i>
07/05/2016	 Answer to Counterclaim Filed By: Counter Defendant Safari, Parviz <i>Answer to Counterclaim</i>
07/11/2016	 Mandatory Rule 16 Conference (2:15 PM) (Judicial Officer: Denton, Mark R.) MINUTES Matter Heard; <i>Matter Heard</i> SCHEDULED HEARINGS CANCELED Status Check (08/04/2016 at 9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Vacated</i> <i>Status Check Re: JCCR Filing</i>
07/15/2016	 Affidavit of Service

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	Filed By: Counter Claimant Modjtahed, Hamid <i>Affidavit of Service of Summons and Counterclaim upon Counter-Defendant Utsafety, LLC</i>
07/20/2016	 Order Setting Civil Bench Trial <i>Order Re Rule 16 Conference, Setting Civil Non Jury Trial, Calendar Call, and Deadlines for Motions; Discovery Scheduling Order</i>
07/26/2016	 Joint Case Conference Report Filed By: Counter Defendant Safari, Parviz <i>Joint Case Conference Report</i>
08/04/2016	CANCELED Status Check (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Vacated</i> <i>Status Check Re: JCCR Filing</i>
09/02/2016	 Motion for Withdrawal Filed By: Plaintiff Meditex, LLC <i>Shumway Van's Motion to Withdraw as Attorney of Record for: Meditex, LLC; Parviz Safari; Mandana Zahedi; Nooshin Zahedi; and, UTSafety, LLC</i>
09/06/2016	 Certificate of Service Filed by: Counter Defendant Safari, Parviz <i>Certificate of Service for Shumway Van's Motion to Withdraw as Attorney of Record for: Meditex, Llc; Parviz Safari; Mandana Zahedi; Nooshin Zahedi; and Utsafety, LLC</i>
09/15/2016	 Stipulated Protective Order Filed By: Counter Claimant Modjtahed, Hamid <i>Stipulated Protective Order</i>
09/15/2016	 Opposition to Motion Filed By: Counter Claimant Modjtahed, Hamid <i>Limited Opposition to Shumway Van's Motion to Withdraw as Attorney of Record for: Meditex, LLC; Parviz Safari; Mandana Zahedi; Nooshin Zahedi; and, UTSafety, LLC</i>
09/19/2016	 Notice of Entry of Order Filed By: Counter Claimant Modjtahed, Hamid <i>Notice of Entry of Stipulated Protective Order</i>
09/30/2016	 Substitution of Attorney Filed by: Counter Defendant Safari, Parviz <i>Substitution of Counsel</i>
10/03/2016	 Motion to Withdraw as Counsel (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Shumway Van's Motion to Withdraw as Attorney of Record for: Meditex, LLC; Parviz Safari; Mandana Zahedi; Nooshin Zahedi; and, UTSafety, LLC</i> Moot; <i>Moot</i>
01/26/2017	 Stipulation and Order Filed by: Counter Claimant Modjtahed, Hamid <i>Stipulation and Order Regarding Use of Personally Identifiable Information</i>
03/20/2017	 Stipulation and Order Filed by: Counter Claimant Modjtahed, Hamid <i>Stipulation and Order to Extend Discovery Deadlines (First Request)</i>

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03/23/2017	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant Modjtahed, Hamid <i>Notice of Entry of Stipulation and Order to Extend Discovery Deadlines (First Request)</i>
04/27/2017	 Motion to Quash Filed By: Counter Claimant Mojtaheh, Mohammad <i>Defendants/Counter-Claimants Motion to Quash Subpoena and Motion for Protective Order</i>
04/27/2017	 Motion to Seal/Redact Records Filed By: Plaintiff Meditex, LLC; Counter Claimant Mojtaheh, Mohammad; Counter Claimant Mojtaheh, Ali <i>Defendants/Counter-Claimants' Motion to Seal Exhibit J to Quash Subpoena and Motion for Protective Order</i>
05/02/2017	 Filed Under Seal Filed By: Counter Claimant Modjtahed, Hamid <i>Exhibit J to Defendant/Counterclaimants Motion to Quash Subpoena and Motion for Protective Order</i>
05/04/2017	 Motion for Protective Order Filed By: Plaintiff Meditex, LLC; Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana; Counter Defendant Zahedi, Nooshin; Counter Defendant Utsafety LLC <i>Plaintiffs' / Counter-Defendants' Motion for Protective Order on Order Shortening Time</i>
05/09/2017	 Ex Parte Motion Filed By: Plaintiff Meditex, LLC; Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana; Counter Defendant Zahedi, Nooshin; Counter Defendant Utsafety LLC <i>Ex Parte Motion for Order Shortening Time on Plaintiffs'/Counter-Defendants' Motion for Protective Order</i>
05/15/2017	 Order Shortening Time <i>Order Shortening Time on Ex Parte Motion for Order Shortening Time on Plaintiff's/Counter-Defendants' Motion for Protective Order</i>
05/15/2017	 Opposition to Motion Filed By: Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana; Counter Defendant Zahedi, Nooshin; Counter Defendant Utsafety LLC <i>Plaintiffs' Opposition to Defendants/Counter-Claimants' Motion to Quash Subpoena and Motion for Protective Order; Motion to Seal Exhibit "J"</i>
05/25/2017	 Motion for Protective Order (9:00 AM) (Judicial Officer: Denton, Mark R.) 05/25/2017, 06/05/2017 <i>Plaintiffs' / Counter-Defendants' Motion for Protective Order on Order Shortening Time</i> Continued; Denied; Continued; Denied; <i>Continued</i>
05/25/2017	 Opposition to Motion For Protective Order Filed By: Counter Claimant Modjtahed, Hamid <i>Defendants/Counter-Claimants Opposition to Plaintiffs' /Counter-Defendants Motion for Protective Order and Countermotion to Hold the Witness in Contempt, and for Sanctions</i>
05/30/2017	 Motion to Quash (9:00 AM) (Judicial Officer: Denton, Mark R.)

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	05/30/2017, 08/24/2017 <i>Defendants/Counter-Claimants Motion to Quash Subpoena and Motion for Protective Order</i> Continued; Denied; Continued; Denied; <i>Continued</i>
05/30/2017	Motion to Seal/Redact Records (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Defendants/Counter-Claimants' Motion to Seal Exhibit J to Quash Subpoena and Motion for Protective Order</i> Continued; See 07/06/17 Minute Order <i>Continued</i>
05/30/2017	 All Pending Motions (9:00 AM) (Judicial Officer: Denton, Mark R.) Matter Heard; <i>Matter Heard</i>
05/31/2017	 Stipulation and Order <i>Stipulation and Order to Reschedule May 25, 2017 and May 30, 2017 motion Hearings</i>
06/02/2017	 Reply to Opposition Filed by: Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana; Counter Defendant Zahedi, Nooshin; Counter Defendant Utsafety LLC <i>Plaintiffs'/Counter-Defendants' Reply to Opposition and Counter Motion in Response to Plaintiffs'/Counter-Defendants' Motion for Protective Order</i>
06/14/2017	 Order Denying Motion Filed By: Counter Claimant Modjtahed, Hamid <i>Order Denying Plaintiffs / Counter-Defendants Motion for Protective Order and Granting Defendants / Counter-Claimants Countermotion to Hold the Witness in Contempt, And for Sanctions</i>
06/15/2017	 Notice of Entry of Order Filed By: Counter Claimant Modjtahed, Hamid <i>Notice of Entry of Order Denying Plaintiffs / Counter-Defendants Motion for Protective Order and Granting Defendants / Counter-Claimants Countermotion to Hold The Witness in Contempt, and for Sanctions</i>
06/26/2017	 Stipulation and Order Filed by: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheed, Mohammad; Counter Claimant Mojtaheed, Ali <i>Stipulation and Order to Continue Hearing on Defendants/Counter-Claimants' Motion to Quash Subpoena and Motion for Protective Order</i>
06/27/2017	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Meditex, LLC; Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheed, Mohammad; Counter Claimant Mojtaheed, Ali <i>Notice of Entry of Stipulation and Order to Continue Hearing on Defendants/Counter-Claimants' Motion to Quash Subpoena and Motion for Protective Order</i>
07/06/2017	 Minute Order (2:39 PM) (Judicial Officer: Denton, Mark R.) Minute Order - No Hearing Held; <i>Minute Order - No Hearing Held</i>
08/17/2017	 Reply to Opposition

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	Filed by: Counter Claimant Modjtahed, Hamid <i>Defendants/Counter-Claimants' Reply to Plaintiffs' Opposition to Motion to Quash Subpoena and Motion for Protective Order</i>
09/05/2017	 Stipulation and Order Filed by: Plaintiff Meditex, LLC; Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana <i>Stipulation and Order to Extend Discovery Deadlines by 60 Days (Second Request)</i>
09/06/2017	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Meditex, LLC; Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana <i>Notice of Entry of Stipulation and Order to Extend Discovery Deadlines (Second Request)</i>
09/11/2017	 Order Setting Civil Jury Trial, Pre-Trial, and Calendar Call <i>Order Setting Civil Non-Jury Trial and Calendar Call</i>
09/13/2017	 Order Granting Filed By: Counter Claimant Modjtahed, Hamid <i>Order Granting Defendants/Counter-Claimants' Motion to Seal Exhibit J to Quash Subpoena & Motion for Protective Order</i>
09/14/2017	 Notice of Entry of Order Filed By: Counter Claimant Modjtahed, Hamid <i>Notice of Entry of Order Granting Defendants/Counter-Claimants' Motion to Seal Exhibit J to Quash Subpoena and Motion for Protective Order</i>
10/17/2017	 Acceptance of Service <i>Acceptance of Second Amended Deposition Subpoena to the Person Most Knowledgeable for Ovis & Howard, CPA's</i>
11/07/2017	 Order Denying Motion Filed By: Plaintiff Meditex, LLC; Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana <i>Order Granting in Part and Denying In Part Defendants' / Counter-Claimants' Motion to Quash Subpoena and Motion for Protective Order</i>
11/07/2017	 Notice of Entry of Order Filed By: Plaintiff Meditex, LLC; Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana <i>Notice of Entry of Order Granting In Part and Denying In Part Defendants / Counter-Claimants Motion to Quash Subpoena and Motion for Protective Order</i>
11/20/2017	CANCELED Calendar Call (2:00 PM) (Judicial Officer: Denton, Mark R.) <i>Vacated - per Stipulation and Order</i>
11/27/2017	 Motion to Extend Discovery Filed By: Plaintiff Meditex, LLC; Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana <i>Motion to Extend Discovery And To Continue Trial</i>
11/28/2017	CANCELED Bench Trial (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Vacated - per Stipulation and Order</i>
12/05/2017	 Stipulation and Order Filed by: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheed,

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	Mohammad; Counter Claimant Mojtaheed, Ali; Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana <i>Stipulation and Order to Extend Discovery Deadlines to Complete Depositions (Third Request)</i>
12/05/2017	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Meditex, LLC; Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana <i>Notice of Entry of Stipulation and Order to Extend Discovery deadlines (Third Request)</i>
12/08/2017	 Order Setting Civil Non-Jury Trial and Calendar Call <i>Order Setting Civil Non-Jury Trial and Calendar Call</i>
12/14/2017	 Opposition to Motion Filed By: Counter Claimant Modjtahed, Hamid <i>Opposition to Plaintiffs/Counter-Defendants' Motion to Extend Discovery and to Continue Trial</i>
01/04/2018	 Motion to Extend Discovery (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Motion to Extend Discovery and to Continue Trial</i> Denied; <i>Denied</i>
01/19/2018	 Order Denying <i>Order Denying Plaintiffs/Counter-Defendants' Motion to Extend Discovery and to Continue Trial</i>
01/23/2018	 Notice of Entry of Order Filed By: Counter Claimant Modjtahed, Hamid <i>Notice of Entry of Order Denying Plaintiffs/Counter-Defendants' Motion to Extend Discovery and to Continue Trial</i>
02/09/2018	 Motion for Summary Judgment Filed By: Counter Claimant Mojtaheed, Ali <i>Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Ali Mojtaheed</i>
02/09/2018	 Motion for Summary Judgment Filed By: Counter Claimant Modjtahed, Hamid <i>Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Hamid Modjtahed and Mohammad Mojtaheed</i>
02/09/2018	 Motion for Summary Judgment Filed By: Counter Claimant Modjtahed, Hamid <i>Motion for Partial Summary Judgment on Counter-Claimants' Claims Against Parviz Safari</i>
02/12/2018	 Appendix Filed By: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheed, Mohammad; Counter Claimant Mojtaheed, Ali <i>Appendix to Motion for Partial Summary Judgment on Counter-Claimants' Claims against Parviz Safari</i>
02/20/2018	CANCELED Calendar Call (2:00 PM) (Judicial Officer: Denton, Mark R.) <i>Vacated - per Stipulation and Order</i>
02/27/2018	CANCELED Bench Trial (9:00 AM) (Judicial Officer: Denton, Mark R.)

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Vacated - per Stipulation and Order

03/02/2018	 Opposition to Motion For Summary Judgment Filed By: Plaintiff Meditex, LLC; Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana <i>Opposition to Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Hamid Modjtahed and Mohammad Modjtahed</i>
03/02/2018	 Opposition to Motion For Summary Judgment Filed By: Plaintiff Meditex, LLC; Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana; Counter Defendant Zahedi, Nooshin <i>Opposition to Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Ali Modjtahed</i>
03/06/2018	 Non Opposition Filed By: Counter Claimant Modjtahed, Hamid <i>Notice Of Non-Opposition To Motion For Partial Summary Judgment On Counter-Claimants Claims Against Parviz Safari</i>
03/13/2018	 Motion to Continue Filed By: Plaintiff Meditex, LLC; Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana; Counter Defendant Zahedi, Nooshin <i>Plaintiffs'/Counter-Defendants' Motion for Continuance and/or For Extension of Time to Respond to Defendant/s/Counter-Claimants' Motion for partial Summary Judgment on Counter-Claimants' Claims Against Parviz Safari on Order Shortening Time</i>
03/14/2018	 Opposition to Motion For Summary Judgment Filed By: Plaintiff Meditex, LLC; Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana; Counter Defendant Zahedi, Nooshin <i>Opposition to Defendants/Counter-Claimants' Motion for Partial Summary Judgment on Counter-Claimants' Claims Against Parviz Safari</i>
03/14/2018	 Certificate of Mailing Filed By: Plaintiff Meditex, LLC; Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana; Counter Defendant Zahedi, Nooshin <i>Certificate of Service on Plaintiffs'/Counter-Defendants' Motion for Continuance and/or For Extension of Time to Respond to Defendants'/Counter-Claimants' Motion for Partial Summary Judgment on Counter-Claimants' Claims Against Parviz Safari on Order Shortening Time</i>
03/16/2018	 Motion in Limine Filed By: Counter Claimant Modjtahed, Hamid <i>Counter-Claimants' Motion in Limine to Exclude References to Illegal Sales to Iran (MIL #1)</i>
03/19/2018	 Status Report Filed By: Counter Claimant Modjtahed, Hamid <i>Stipulation and Order to Continue Hearing on Defendants/Counter-Claimants' Three Motions for Partial Summary Judgment and to Vacate the Related March 20, 2018 OST Hearing</i>
03/20/2018	CANCELED Motion to Continue (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Vacated - per Stipulation and Order</i> <i>Plaintiffs'/Counter-Defendants' Motion for Continuance and/or For Extension of Time to Respond to Defendant/s/Counter-Claimants' Motion for partial Summary Judgment on Counter-Claimants' Claims Against Parviz Safari on Order Shortening Time</i>
03/21/2018	 Notice of Entry of Order Filed By: Counter Claimant Modjtahed, Hamid <i>Notice of Entry Of Stipulation and Order to Continue Hearing on Defendants/Counterclaimants' Three Motions for Partial Summary Judgment and to Vacate</i>

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the Related March 20, 2018 OST Hearing

03/22/2018	 Reply to Opposition Filed by: Counter Claimant Modjtahed, Hamid <i>Reply in Support of Motion for Partial Summary Judgment on Counter-Claimants' Claims Against Parvis Safari</i>
03/22/2018	 Reply to Opposition Filed by: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheh, Mohammad <i>Reply in Support of Defendants-Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Hamid Mojtaheh and Mohammad Mojtaheh</i>
03/22/2018	 Reply to Opposition Filed by: Counter Claimant Mojtaheh, Ali <i>Reply in Support of Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Ali Mojtaheh</i>
03/29/2018	Motion for Summary Judgment (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Ali Mojtaheh</i> Granted; <i>Granted</i>
03/29/2018	Motion for Summary Judgment (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Hamid Modjtahed and Mohammad Mojtaheh</i> Denied in Part; <i>Denied in Part</i>
03/29/2018	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Defendants/Counter-Claimants' Motion for Partial Summary Judgment on Counter-Claimants' Claims Against Parviz Safari</i> Denied in Part; <i>Denied in Part</i>
03/29/2018	 All Pending Motions (9:00 AM) (Judicial Officer: Denton, Mark R.) Matter Heard; <i>Matter Heard</i>
04/05/2018	 Opposition to Motion in Limine Filed By: Plaintiff Meditex, LLC; Counter Defendant Safari, Parviz; Counter Defendant Zahedi, Mandana; Counter Defendant Zahedi, Nooshin <i>Opposition to Defendants/Counter-Claimants' Motion In Limine to Exclude References to Illegal Sales to Iran (MIL #1)</i>
04/09/2018	 Reply to Opposition Filed by: Counter Claimant Modjtahed, Hamid <i>Reply in Support of Counter-Claimants' Motion in Limine to Exclude References to Illegal Sales to Iran (MIL #1)</i>
04/11/2018	 Decision and Order <i>Decision and Order</i>
04/11/2018	 Stipulation and Order Filed by: Counter Claimant Modjtahed, Hamid <i>Stipulation and Order to Continue Trial to Allow Substitution of Plaintiffs/Counter-Defendants' Counsel</i>

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04/11/2018	 Notice of Entry of Default Judgment Filed By: Counter Claimant Modjtahed, Hamid <i>Notice of Entry of Stipulation And Order To Continue Trial To Allow Substitution Of Plaintiffs/Counter-Defendants' Counsel</i>
04/11/2018	Summary Judgment (Judicial Officer: Denton, Mark R.) Debtors: Hamid Modjtahed (Counter Claimant), Mohammad Mojtaheh (Counter Claimant), Ali Mojtaheh (Counter Claimant) Creditors: Parviz Safari (Counter Defendant) Judgment: 04/11/2018, Docketed: 04/18/2018 Comment: In Part
04/16/2018	 Motion in Limine (9:00 AM) (Judicial Officer: Denton, Mark R.) 04/16/2018, 04/23/2018 <i>Counter-Claimants' Motion in Limine to Exclude References to Illegal Sales to Iran (MIL #1)</i> Continued; Granted; Continued; Granted; <i>Continued</i>
04/23/2018	 Calendar Call (2:00 PM) (Judicial Officer: Denton, Mark R.) Trial Date Set; <i>Trial Date Set</i>
04/24/2018	Partial Summary Judgment (Judicial Officer: Denton, Mark R.) Debtors: Meditex, LLC (Plaintiff), Parviz Safari (Plaintiff), Mandana Zahedi (Plaintiff), Nooshin Zahedi (Counter Defendant) Creditors: Ali Mojtaheh (Defendant) Judgment: 04/24/2018, Docketed: 04/24/2018
04/24/2018	 Order Granting Summary Judgment Filed By: Counter Claimant Mojtaheh, Ali <i>Findings of Fact, Conclusions of Law, and Order Granting Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Ali Mojtaheh</i>
04/24/2018	Partial Summary Judgment (Judicial Officer: Denton, Mark R.) Debtors: Meditex, LLC (Plaintiff), Parviz Safari (Plaintiff), Mandana Zahedi (Plaintiff) Creditors: Hamid Modjtahed (Defendant), Mohammad Mojtaheh (Defendant) Judgment: 04/24/2018, Docketed: 04/24/2018
04/24/2018	 Order Granting Summary Judgment Filed By: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheh, Mohammad <i>Findings of Fact, Conclusions of Law, and Order Granting in Part and Denying in Part Defendants-Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Hamid Modjtahed and Mohammad Mojtaheh</i>
04/27/2018	 Notice of Entry of Order Filed By: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheh, Mohammad <i>Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting in Part and Denying in Part Defendants-Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Hamid Modjtahed and Mohammad Mojtaheh</i>
04/27/2018	 Notice of Entry of Order Filed By: Counter Claimant Mojtaheh, Ali <i>Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims</i>

DISTRICT COURT
CASE SUMMARY
CASE NO. A-15-729030-B

Against Ali Mojtaled

04/30/2018



Order Setting Civil Non-Jury Trial
Order Setting Civil Non Jury Trial and Calendar Call

05/01/2018

CANCELED Bench Trial (9:00 AM) (Judicial Officer: Denton, Mark R.)
Vacated

05/08/2018

Partial Summary Judgment (Judicial Officer: Denton, Mark R.)
Debtors: Parviz Safari (Counter Defendant)
Creditors: Hamid Modjtahed (Counter Claimant), Mohammad Mojtaled (Counter Claimant), Ali Mojtaled (Counter Claimant)
Judgment: 05/08/2018, Docketed: 05/09/2018
Comment: In Part

05/08/2018



Findings of Fact, Conclusions of Law and Order
Filed By: Counter Claimant Modjtahed, Hamid
Findings of Fact, Conclusions of Law, and Order Granting in Part and Denying in Part Defendants/Counter-Claimants' Motion for Partial Summary Judgment on Counter-Claimants' Claims Against Parviz Safari

05/08/2018



Order Granting Motion
Filed By: Counter Claimant Modjtahed, Hamid
Order Granting Counter-Claimants' Motion in Limine to Exclude References to Illegal Sales to Iran (MIL#1)

05/09/2018



Notice of Entry of Findings of Fact, Conclusions of Law
Filed By: Counter Claimant Modjtahed, Hamid
Notice of Entry of Findings of Fact, Conclusions of Law and Judgment

05/09/2018



Notice of Entry of Order
Filed By: Counter Claimant Modjtahed, Hamid
Notice of Entry of Order Granting Counter-Claimants' Motion in Limine to Exclude References to Illegal Sales to Iran (MIL#1)

05/18/2018



Motion for Partial Summary Judgment
Filed By: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaled, Mohammad; Counter Claimant Mojtaled, Ali
Motion for Partial Summary Judgment on Counter-Claimants' Non-Fraud Claims Against Parviz Safari

06/04/2018



Opposition
Filed By: Counter Defendant Safari, Parviz
Opposition to Defendant/Counter-Claimants Motion for Partiral Summary Judgment on Counter-Claimant's Non Fraud Claims Against Parviz Safari and Countermotion to Reopen Discovery

06/14/2018



Reply in Support
Filed By: Counter Claimant Modjtahed, Hamid
Reply in Support of Motion for Partial Summary Judgment on Counter-Claimants' Non-Fraud Claims Against Parviz Safari

06/15/2018



Certificate of Service
Filed by: Counter Claimant Modjtahed, Hamid
Certificate of Service of Reply In Support Of Motion For Partial Summary Judgment On Counter-Claimants' Non-Fraud Claims Against Parviz Safari










DISTRICT COURT
CASE SUMMARY
CASE NO. A-15-729030-B

06/21/2018	Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Defendants/Counter-Claimants' Motion for Partial Summary Judgment on Counter-Claimants' Non-Fraud Claims Against Parviz Safari</i> Granted in Part; <i>Granted in Part</i>
06/21/2018	Opposition and Countermotion (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Plaintiff, Parviz Safari's Opposition to Defendant/Counter Claimants Motion for Partial Summary Judgment on Counter Claimant's Non Fraud Claims Against Parviz Safari and Countermotion to Reopen Discovery</i> Denied; <i>Denied</i>
06/21/2018	 All Pending Motions (9:00 AM) (Judicial Officer: Denton, Mark R.) Matter Heard; <i>Matter Heard</i>
07/18/2018	Partial Summary Judgment (Judicial Officer: Denton, Mark R.) Debtors: Parviz Safari (Counter Defendant) Creditors: Hamid Modjtahed (Counter Claimant), Mohammad Mojtaheh (Counter Claimant), Ali Mojtaheh (Counter Claimant) Judgment: 07/18/2018, Docketed: 07/18/2018 Total Judgment: 95,200.00
07/18/2018	 Findings of Fact, Conclusions of Law and Order Filed By: Counter Claimant Modjtahed, Hamid <i>Findings of Fact, Conclusions of Law, and Order Granting in Part and Denying Part Motion for Partial Summary Judgment on Counter-Claimants' Non-Fraud Claims Against Parviz Safari</i>
07/18/2018	 Notice of Entry of Order Filed By: Counter Claimant Modjtahed, Hamid <i>Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting in Part and Denying in Part Motion for Partial Summary Judgment on Counter-Claimants' Non-Fraud Claims Against Parviz Safari</i>
08/09/2018	 Stipulation and Order Filed by: Counter Claimant Modjtahed, Hamid <i>Stipulation and Order to Continue Trial to Allow the Parties to Participate in a Settlement Conference on September 17, 2018</i>
08/09/2018	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant Modjtahed, Hamid <i>Notice of Entry of Stipulation and Order to Continue Trial to Allow the Parties to Participate in a Settlement Conference on September 17, 2018</i>
08/15/2018	 Order Setting Civil Non-Jury Trial <i>Order Setting Civil Non-Jury Trial and Calendar Call</i>
09/10/2018	CANCELED Calendar Call (2:00 PM) (Judicial Officer: Denton, Mark R.) <i>Vacated - per Stipulation and Order</i>
09/12/2018	 Substitution of Attorney Filed by: Counter Defendant Safari, Parviz <i>Substitution of Attorney</i>
09/17/2018	 Settlement Conference (10:00 AM) (Judicial Officer: Allf, Nancy)

DISTRICT COURT
CASE SUMMARY
CASE NO. A-15-729030-B

	Not Settled; <i>Not Settled</i>
09/18/2018	CANCELED Bench Trial (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Vacated - per Stipulation and Order</i>
10/15/2018	 Order <i>Order Rescheduling Calendar Call</i>
10/25/2018	 Mandatory Pretrial Disclosure Party: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheed, Mohammad <i>Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtaheed's Pre-Trial Disclosures</i>
11/02/2018	 Mandatory Pretrial Disclosure Party: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheed, Mohammad <i>Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtaheed's Amended Pre-Trial Disclosures</i>
11/12/2018	 Pre-Trial Disclosure Party: Plaintiff Meditex, LLC <i>Amended Plaintiff's Pre-Trial Disclosures</i>
11/13/2018	 Calendar Call (1:00 PM) (Judicial Officer: Denton, Mark R.) Matter Heard; <i>Matter Heard</i>
11/16/2018	 Order Setting Civil Non-Jury Trial and Calendar Call <i>Order Setting Civil Non-Jury Trial and Calendar Call</i>
11/27/2018	CANCELED Bench Trial (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Vacated</i>
02/01/2019	 Mandatory Pretrial Disclosure Party: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheed, Mohammad <i>Defendants/Counter-claimants' Hamid Modjtahed and Mohammad Mojtaheed's Second Amended Pre-trial Disclosures</i>
02/15/2019	 Objection Filed By: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheed, Mohammad <i>Defendants/Counterclaimants' Hamid Modjtahed and Mohammad Mojtaheed's Objections to Plaintiff/Counter-Defendants' Amended Pre-Trial Disclosures</i>
02/25/2019	 Calendar Call (2:00 PM) (Judicial Officer: Denton, Mark R.) Matter Heard; <i>Matter Heard</i>
03/01/2019	 Motion for Preferential Trial Setting Filed By: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheed, Mohammad <i>Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtaheed's Motion for Preferential Trial Setting</i>
03/05/2019	CANCELED Bench Trial (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Vacated</i>

DISTRICT COURT
CASE SUMMARY
CASE NO. A-15-729030-B

03/08/2019	 Order Setting Civil Non-Jury Trial and Calendar Call <i>Order Setting Civil Non-Jury Trial and Calendar Call</i>
04/04/2019	 Motion for Preferential Trial Setting (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Defendants/Counterclaimants' Hamid Modjtahed and Mohammad Mojtaheh's Motion for Preferential Trial Setting</i> Granted; <i>Granted</i>
04/05/2019	 Mandatory Pretrial Disclosure Party: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheh, Mohammad <i>Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtaheh's Third Amended Pre-Trial Disclosures</i>
04/22/2019	 Order Filed By: Counter Claimant Modjtahed, Hamid <i>Order Regarding Defendants/Counterclaimants' Hamid Modjtahed and Mohammad Mojtaheh's Motion for Preferential Trial Setting</i>
04/23/2019	 Notice of Entry of Order Filed By: Counter Claimant Modjtahed, Hamid <i>Notice of Entry of Order Regarding Defendants/ Counterclaimants' Hamid Modjtahed and Mohammad Mojtaheh's Motion for Preferential Trial Setting</i>
04/29/2019	 Calendar Call (2:00 PM) (Judicial Officer: Denton, Mark R.) Trial Date Set; <i>Trial Date Set</i>
05/07/2019	CANCELED Bench Trial (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Vacated</i>
05/14/2019	 Trial Subpoena Filed by: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheh, Mohammad <i>Civil Subpoena (For Personal Appearance at Trial)</i>
05/14/2019	 Trial Subpoena Filed by: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheh, Mohammad <i>Civil Subpoena (For Personal Appearance at Trial)</i>
05/14/2019	 Trial Subpoena Filed by: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheh, Mohammad <i>Civil Subpoena (For Personal Appearance at Trial)</i>
05/14/2019	 Acceptance of Service Filed By: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheh, Mohammad <i>Acceptance of Service of Trial Subpoena to Eric Lorenz, CPA</i>
05/14/2019	 Acceptance of Service Filed By: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheh, Mohammad <i>Acceptance of Service of Trial Subpoena to David Kellerman</i>
05/16/2019	 Acceptance of Service Filed By: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheh, Mohammad <i>Acceptance of Service of Trial Subpoena to Kevin Kirkendall</i>

DISTRICT COURT
CASE SUMMARY
CASE NO. A-15-729030-B

05/17/2019



Pre-trial Memorandum

Filed by: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheed, Mohammad
*Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtaheed's Individual
Pre-Trial Memorandum Per EDCR 2.67*

05/21/2019



Bench Trial (9:00 AM) (Judicial Officer: Denton, Mark R.)

**05/21/2019-05/23/2019, 06/11/2019-06/14/2019, 06/19/2019, 06/21/2019, 06/25/2019-06/27/2019,
07/16/2019-07/18/2019, 07/31/2019-08/01/2019, 08/07/2019**

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DISTRICT COURT
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CASE NO. A-15-729030-B

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DISTRICT COURT
CASE SUMMARY
CASE NO. A-15-729030-B







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DISTRICT COURT
CASE SUMMARY
CASE NO. A-15-729030-B

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	<p>Trial Continues; Trial Continues; Trial Continues; Court Finds for Defendant; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues; Trial Continues;</p>
	<p>Trial Continues; Trial Continues; Trial Continues; Court Finds for Defendant; <i>Trial Continues</i></p>
05/28/2019	 Status Check (2:00 PM) (Judicial Officer: Denton, Mark R.) <i>Status Check: Trial Setting</i> Trial Date Set; <i>Trial Date Set</i>
06/11/2019	CANCELED Jury Trial (1:30 PM) (Judicial Officer: Denton, Mark R.) <i>Vacated - Duplicate Entry</i>
06/14/2019	 Default Filed By: Counter Claimant Modjtahed, Hamid <i>Default Against Counter-Defendant, Nooshin Zahedi</i>
06/18/2019	 Motion Filed By: Counter Defendant Safari, Parviz <i>Motion to Allow Testimony of PMK Yusen Logistics (Canada), Inc. and/or Bill Carter</i>
06/18/2019	 Motion Filed By: Counter Defendant Safari, Parviz <i>Motion to Vacate Order Granting Counterclaimants' Motion in Limine to Exclude Reference to Illegal Sales to Iran or in the Alternative to be Allowed to Elicit Testimony Regarding Sanction Against Iran</i>
06/24/2019	 Opposition to Motion Filed By: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheed, Mohammad <i>Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtaheed's Opposition to Motion to Allow Testimony of PMK Yusen Logistics (Canada), Inc. and/or Bill Carter</i>
06/24/2019	 Opposition to Motion


DISTRICT COURT
CASE SUMMARY
CASE NO. A-15-729030-B

	Filed By: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheh, Mohammad <i>Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtaheh's Opposition to Motion to Vacate Order Granting Counterclaimants' Motion in Limine to Exclude Reference to Illegal Sales to Iran or in the Alternative to Be Allowed to Elicit Testimony Regarding Sanction Against Iran</i>
06/24/2019	 Recorders Transcript of Hearing <i>Recorders Transcript of Hearing Re: Partial Transcript of Bench Trial, May 23, 2019 - Testimony of Aden Safari Devis Only</i>
06/25/2019	Motion (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Motion to Allow Testimony of PMK Yusen Logistics (Canada), Inc. and/or Bill Carter</i> Granted; <i>Granted</i>
06/25/2019	Motion to Vacate (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Motion to Vacate Order Granting Counterclaimants' Motion in Limine to Exclude Reference to Illegal Sales to Iran or in the Alternative to be Allowed to Elicit Testimony Regarding Sanctions Against Iran</i> Denied; <i>Denied</i>
06/25/2019	 All Pending Motions (9:00 AM) (Judicial Officer: Denton, Mark R.) Matter Heard; <i>Matter Heard</i>
07/09/2019	 Recorders Transcript of Hearing <i>Recorder's Transcript of Hearing Re: Bench Trial - Day 9, June 21, 2019</i>
07/11/2019	 Status Check (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Status Check: 30(b)(6) Witness</i> Matter Heard; <i>Matter Heard</i>
07/29/2019	 Recorders Transcript of Hearing <i>Recorder's Transcript of Hearing Re: Bench Trial - Day 10, June 25, 2019</i>
08/07/2019	 Brief Filed By: Counter Claimant Modjtahed, Hamid <i>Defendants' Trial Brief: Plaintiffs' Sole Remaining Claim of Accounting is Not Viable</i>
08/07/2019	 Brief Filed By: Counter Claimant Modjtahed, Hamid <i>Counter-Claimants' Trial Brief Regarding Counter-Claimants' Causes of Action and Damages</i>
09/27/2019	 Findings of Fact, Conclusions of Law and Judgment <i>Findings of Fact Conclusions of Law and Judgment</i>
09/27/2019	Judgment (Judicial Officer: Denton, Mark R.) Debtors: Meditex, LLC (Plaintiff), Parviz Safari (Plaintiff), Mandana Zahedi (Plaintiff) Creditors: Hamid Modjtahed (Defendant), Mohammad Mojtaheh (Defendant), Ali Mojtaheh (Defendant) Judgment: 09/27/2019, Docketed: 09/30/2019
09/27/2019	Order of Dismissal (Judicial Officer: Denton, Mark R.) Debtors: Meditex, LLC (Plaintiff), Parviz Safari (Plaintiff), Mandana Zahedi (Plaintiff) Creditors: Hamid Modjtahed (Defendant), Mohammad Mojtaheh (Defendant), Ali Mojtaheh

DISTRICT COURT
CASE SUMMARY
CASE NO. A-15-729030-B

	(Defendant) Judgment: 09/27/2019, Docketed: 09/30/2019
09/27/2019	Judgment Plus Legal Interest (Judicial Officer: Denton, Mark R.) Debtors: Parviz Safari (Counter Defendant) Creditors: Hamid Modjtahed (Counter Claimant), Mohammad Mojtaheh (Counter Claimant) Judgment: 09/27/2019, Docketed: 09/30/2019 Total Judgment: 405,475.00 Debtors: Mandana Zahedi (Counter Defendant) Creditors: Hamid Modjtahed (Counter Claimant), Mohammad Mojtaheh (Counter Claimant) Judgment: 09/27/2019, Docketed: 09/30/2019 Total Judgment: 111,675.00 Debtors: Nooshin Zahedi (Counter Defendant) Creditors: Hamid Modjtahed (Counter Claimant), Mohammad Mojtaheh (Counter Claimant) Judgment: 09/27/2019, Docketed: 09/30/2019 Total Judgment: 91,700.00
09/30/2019	 Notice of Entry Filed By: Counter Claimant Modjtahed, Hamid <i>Notice of Entry of Findings of Fact Conclusions of a Law and Judgment</i>
10/02/2019	 Memorandum of Costs and Disbursements Filed By: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheh, Mohammad <i>Memorandum of Costs and Disbursements</i>
10/03/2019	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant Modjtahed, Hamid <i>Notice of Entry of Stipulation and Order to Extend the Deadline to File a Verified Memorandum of Costs</i>
10/03/2019	 Stipulation and Order Filed by: Counter Claimant Modjtahed, Hamid <i>Stipulation and Order to Extend the Deadline to File a Verified Memorandum of Costs</i>
10/16/2019	 Motion for Attorney Fees Filed By: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheh, Mohammad <i>Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtaheh's Motion for Attorneys' Fees</i>
10/16/2019	 Appendix Filed By: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheh, Mohammad <i>Appendix of Exhibits to Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtaheh's Motion for Attorneys' Fees</i>
10/17/2019	 Motion Filed By: Counter Claimant Modjtahed, Hamid; Counter Claimant Mojtaheh, Mohammad <i>Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtaheh's Motion for Punitive Damages</i>
10/18/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
10/23/2019	 Motion to Amend Filed By: Counter Defendant Safari, Parviz <i>Motion for Reconsideration or Amendment of Judgment</i>

DISTRICT COURT
CASE SUMMARY
CASE NO. A-15-729030-B

10/24/2019	 Notice of Appeal Filed By: Counter Defendant Safari, Parviz <i>Notice of Appeal</i>
11/18/2019	Motion (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtahed's Motion for Punitive Damages</i>

DATE	FINANCIAL INFORMATION
	Counter Claimant Modjtahed, Hamid Total Charges 2,083.00 Total Payments and Credits 2,083.00 Balance Due as of 10/29/2019 0.00
	Counter Claimant Mojtahed, Ali Total Charges 230.00 Total Payments and Credits 230.00 Balance Due as of 10/29/2019 0.00
	Counter Claimant Mojtahed, Mohammad Total Charges 30.00 Total Payments and Credits 30.00 Balance Due as of 10/29/2019 0.00
	Counter Defendant Utsafety LLC Total Charges 1,483.00 Total Payments and Credits 0.00 Balance Due as of 10/29/2019 1,483.00
	Counter Defendant Zahedi, Nooshin Total Charges 1,483.00 Total Payments and Credits 0.00 Balance Due as of 10/29/2019 1,483.00
	Plaintiff Meditex, LLC Total Charges 279.00 Total Payments and Credits 279.00 Balance Due as of 10/29/2019 0.00
	Counter Defendant Safari, Parviz Total Charges 54.00 Total Payments and Credits 54.00 Balance Due as of 10/29/2019 0.00
	Counter Defendant Zahedi, Mandana Total Charges 30.00 Total Payments and Credits 30.00 Balance Due as of 10/29/2019 0.00

DISTRICT COURT CIVIL COVER SHEET

Clark County, Nevada
 Case No. A-15-729030-C Dept VIII
(Assigned by Clerk's Office)

I. Party Information *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone): <u>Meditex LLC</u> <u>2831 St. Rose Pkwy, Ste. 237</u> <u>Henderson, NV 89052</u>	Defendant(s) (name/address/phone): <u>Hamid Modjtahed</u> <u>Mohammad Modjtahed</u> <u>Ali Modjtahed</u>
Attorney (name/address/phone): <u>Michael Van</u> <u>Shumway Van</u> <u>8985 S Eastern Ave, Ste 100</u> <u>Las Vegas, NV 89123</u>	Attorney (name/address/phone):

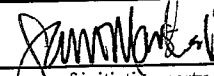
II. Nature of Controversy *(please select the one most applicable filing type below)*

Civil Case Filing Types

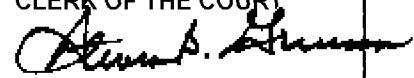
Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <input type="checkbox"/> Product Liability <input checked="" type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate <i>(select case type and estate value)</i> <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrantum <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input checked="" type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

12/15/15
Date


 Signature of initiating party or representative

See other side for family-related case filings.



DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

PARVIZ SAFARI and MANDANA ZAHEDI,
individually and on behalf of MEDITEX, LLC,
a Nevada limited liability company,
Plaintiff,

CASE NO. A-15-729030-B

DEPT NO. XIII

vs.

**FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
JUDGMENT**

HAMID MODJTAHED, an individual;
MOHAMMAD MOJTAHED, an individual;
ALI MOJTAHED, an individual; DOES I
through X; and ROE CORPORATIONS I
through X, inclusive,

Defendants.

HAMID MODJTAHED, individually and
derivatively on behalf of MEDITEX, LLC, a
Nevada limited liability company;
MOHAMMAD MOJTAHED, individually and
derivatively on behalf of MEDITEX, LLC, a
Nevada limited liability company,

Counter-Claimants,

vs.

PARVIZ SAFARI, an individual; MANDANA
ZAHEDI, an individual; NOOSHIN ZAHEDI,
an individual; UTSAFETY, LLC, a Utah
limited liability company; DOES I through X;
and ROE CORPORATIONS I through X,
inclusive,

Counter-Defendants.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT

This matter came before the Court for Trial on multiple dates, beginning on May 21, 2019 and having been completed on August 7, 2019. Andrew Scott Flahive, Esq. of Flahive & Associates, Ltd. appeared on behalf of the Plaintiffs/Counter-Defendants, and Jonathan D. Blum, Esq. of Kolesar & Leatham appeared on behalf of the Defendants/Counter-Claimants and

1 The Court, having considered the papers and pleadings on file, the testimony of
2 witnesses and other evidence adduced, and the oral and written arguments of counsel, hereby
3 makes its Findings of Fact and Conclusions of Law and enters Judgment as follows:

4 **FINDINGS OF FACT**

5 **Re Plaintiffs' Claims**

6 1. In 2013 and 2014 Meditex, LLC, a Nevada limited liability company
7 comprised of Parviz Safari, Mandana Zahedi, Hamid Mojtahed, and Mohammed Mojtahed,
8 each having twenty-five percent (25%) membership, made a series of sales of nutritional
9 supplements to its customer in Iran, Ganjineh Salamat Pasargard ("GSP").

10 2. GSP paid Meditex for the supplements via four (4) wire transfers in 2013 and
11 seven (7) wire transfers in 2014. Outgoing wires from GSP: *Exhibit J151: GSP0068 - 0070;*
12 *Exhibit J152: GSP0071-0076;* Incoming wires into Meditex's account: *Exhibit 639:*
13 *MEDITEX00711; Exhibit 639: MEDITEX00719; Exhibit 640: MEDITEX00757; Exhibit 640:*
14 *MEDITEX00777; Exhibit 640: MEDITEX00798; Exhibit 640: MEDITEX00815; Exhibit 640:*
15 *MEDITEX00841; Exhibit 641: MEDITEX00851.*

16 3. Meditex received approximately \$911,000.00 from those wire transfers. *Id.*
17 *and Exhibit 851: GSP005.*

18 4. The payments Meditex received from GSP correspond to the GSP purchase
19 orders which also correspond to the proforma invoices issued by Parviz Safari (aka Aiden
20 Davis, Aidan Davis) ("Mr. Safari"). *Id.* and *Exhibit J147:GSP0058-60; Exhibit J148:*
21 *GSP0062-63; Exhibit J12: MEDITEX001679-1680, MEDITEX001681- MEDITEX001682;*
22 *Exhibit J152: GSP0071, GSP0073, GSP0074.*

23 5. Meditex did not charge GSP, or expect to be paid, more than \$911,000.00 for
24 the supplements ordered by GSP.

25 6. GSP did not agree to pay Meditex more than \$911,000.00 for the supplements
26 it ordered.

27 7. The only amounts GSP agreed to pay Meditex were the three purchase orders
28 issued by GSP. *Exhibit J147:GSP0058-60.*

1 8. The first order was placed by GSP in August, 2013, several months before the
2 first shipment in January, 2014. *Exhibit J146: GSP0008 and J147:GSP0057.*

3 9. GSP did not agree to pay an amount higher than reflected in the purchase
4 orders.

5 10. Meditex placed orders with its supplement vendor, Nutralab, in accordance
6 with the GSP purchase orders and Meditex's corresponding proforma invoices. *Exhibit J41:*
7 *MEDITEX002443; Exhibit J42: MEDITEX002453 and Exhibit J42 MEDITEX002457.*

8 11. The types and quantities of supplements Meditex should order from its vendor
9 Nutralab to fill GSP's orders were derived from the GSP purchase orders.

10 12. Meditex made payments to its supplement vendor, Nutralab, after receiving
11 down payments from GSP, in accordance with the purchase orders and corresponding
12 proforma invoices. *Exhibit 640: MEDITEX00777, MEDITEX00779, MEDITEX00798,*
13 *MEDITEX00800.*

14 13. GSP did not pay more than \$911,000.00 for the supplements it ordered.

15 14. No more than the \$911,000.00 was received into Meditex's bank account for
16 the supplement orders.

17 15. Mr. Safari admitted at trial that he had no evidence that Meditex, Hamid or
18 Mohammad received more than the \$911,000.00 received into Meditex's bank account. *Trial*
19 *Transcript, May 23, 2019, page 43, lines 4-13 ("I don't know where is this money. Who kept*
20 *this money."); Trial Transcript June 21, 2019, page 82, line 10 to page 84, line 12. ("Q Okay.*
21 *So you have no evidence of that; correct? A I can't give any evidence from Iran.").*

22 16. The only evidence offered by Mr. Safari in support of his claim is a series of
23 invoices he produced, which he claims accompanied the shipments, which reflect amounts
24 two to three times more than GSP's purchase orders and the other invoices produced in this
25 case. However, these do not appear to be "to be paid" invoices, based on the following:

26 a. GSP's payments began in 2013, months before the first shipment in
27 January, 2014, and months before the first of these invoices was issued. *Exhibit 5:*
28

1 ASD00377 (invoice dated January 9, 2014); Exhibit 639: MEDITEX00711 (first
2 payment received August 30, 2013).

3 b. The charges do not correspond with any of the other documents
4 regarding price, including those drafted and sent by Mr. Safari; Exhibit J12:
5 MEDITEX001679-1680; Exhibit J12: MEDITEX001694-1695; Exhibit J147:
6 GSP0060; Exhibit J148: GSP0062; J12: MEDITEX001681-1682; Exhibit J147:
7 GSP0059; Exhibit J148: GSP0063.

8 c. The proffered invoices reflect that the charges were 100% paid or
9 prepaid, indicating that Meditex was not awaiting further payments. Exhibit 5:
10 ASD000377; Exhibit 6: ASD000382; Exhibit 8: ASD000393; Exhibit 10: ASD000400;
11 Exhibit 11: ASD000404.

12 d. The proffered invoices are not supported by any confirmation or order
13 from GSP in those amounts.

14 e. Mr. Safari testified that the proffered invoices were not sent by any
15 means one would expect when conducting international trade, such as fax or email,
16 prior to the shipments, and were only sent with the cargo itself, by enclosing them in a
17 pouch with the shipments themselves. Testimony of Mr. Safari. June 21, page 59: 7-
18 17 and Page 145 Line 14-21. According to Plaintiff's witness, James McEwan, the
19 prices and terms would be exchanged in advance of the shipment, and the key
20 commercial documents would not only be sent accompanying the cargo itself.
21 Testimony of James McEwan.

22 f. Mr. Safari presented no evidence that he ever raised the issue of lack of
23 payment or insufficient payments by GSP with his partners, with GSP directly, or with
24 anyone else, from 2013 through the filing of the Complaint.

25 g. Mr. Safari's emails and communications to his partners, and to
26 Meditex's CPA, as well as his handwritten, contemporaneous notes are consistent and
27 confirm the prices (in dollars) charged by Meditex, and his awareness thereof, which
28 are significantly less than the amounts he claimed at trial were charged by Meditex.

1 *Exhibit J11: MEDITEX001674; Exhibit J12: MEDITEX001676-1682; Exhibit J12:*
2 *MEDITEX001689-1695; Exhibit J53: MEDITEX003031-3032; Exhibit J54:*
3 *MEDITEX003211-003213, testimony of Meditex's CPA, Eric Lorenz.*

4 h. Mr. Safari did not object, and continued to authorize shipments to GSP
5 throughout 2014, for ten (10) months after the date of GSP's claimed lack of full
6 payment, which he claims occurred on the first shipment in January, 2014.

7 i. Mr. Safari sat down with Meditex's accountants on March 3, 2014 to
8 discuss the supplement purchase and sales prices. The documents he presented to the
9 accountant confirm the prices, in US dollars, reflected on the emails, proforma
10 invoices, and purchase orders, which are not consistent with the inflated prices on the
11 commercial invoices. *Exhibit J53: MEDITEX003031-3033; Testimony of Mr. Safari,*
12 *June 21, page 72, line 12 to page 73, line 3; testimony of Eric Lorenz.*

13 j. Mr. Safari confirmed with Meditex's accountants in April, 2015 that, as
14 of December, 31, 2014, Meditex did not expect any further payments from GSP.
15 *Exhibit J54: MEDITEX003211 – 003213; testimony of Eric Lorenz.*

16 k. The profit margins of approximately 300 percent are not consistent
17 with other documents exchanged between the partners, including those drafted by
18 Mr. Safari, discussing expected profits. *Exhibit J11: MEDITEX001674; Exhibit J74:*
19 *MEDITEX003420-003421.*

20 17. Documents accompanying shipments, such as Airway Bills, can reflect higher
21 amounts than the amounts actually charged or expected to be paid. *Testimony of Plaintiffs'*
22 *witness, James McEwan.*

23 18. Documents accompanying shipments can be used for insurance and customs
24 purposes. *Testimony of James McEwan, Testimony of Mr. Safari, June 21, 2019, page 25,*
25 *lines 16-18.*

26 19. In international transactions, the buyer often needs documentation for
27 insurance purposes reflecting retail, not wholesale, prices. *Testimony of James McEwan.*

1 20. In international transactions, the amounts to be charged and paid are negotiated
2 before shipments occur, and the purchase order is typically the document used to reflect this
3 amount. *Testimony of Plaintiffs' witness, James McEwan.*

4 21. Even if the proffered invoices reflect amounts charged by Meditex, at most
5 they suggest that GSP owed or owes Meditex money, but the invoices alone do not support
6 the contention that Hamid or Mohammad received additional money from GSP, for which no
7 evidence was presented.

8 22. Plaintiffs alleged that Meditex received money in the course of conducting
9 business which was never distributed to Plaintiffs. However, Plaintiffs presented no evidence
10 that Hamid or Mohammad improperly received any money, whether by distribution or
11 otherwise, from Meditex.

12 23. Meditex's tax returns reflect that the company was profitable during 2012 and
13 2013. However, Plaintiffs presented no evidence that Defendants improperly received any
14 such profit, or that Defendants received any distributions of profit whatsoever.

15 **Counterclaimants' Counterclaims**

16 **General**

17 24. Hamid Modjtahed ("Hamid"), Mohammad Mojtaheh ("Mohammad") (Hamid
18 and Mohammad are referred to as "Defendants" or "Counterclaimants"), Parviz Safari aka
19 Aidan Davis ("Mr. Safari") and Mandana Zahedi ("Mandana") (collectively, the "Parties")
20 formed Meditex, LLC, a Nevada limited liability company, ("Meditex") in August, 2010.

21 25. Nooshin Zahedi ("Nooshin") is the sister of Mandana and the sister in law of
22 Mr. Safari (Mr. Safari, Mandana and Nooshin are referred to as "Counterdefendants").

23 26. Nooshin had no ownership interest, or role whatsoever, in Meditex. *Exhibit*
24 *688. Testimony of Nooshin Zahedi, via December 1, 2017 deposition read at trial, page 31,*
25 *line 25 – page 32:5.*

26 27. The Parties signed an operating agreement for Meditex, LLC dated April 7,
27 2011. *Exhibit 688.*

1 28. Section 6.3 of the Operating Agreement states, in part, "Distributions to the
2 Members shall only be made pursuant to an affirmative vote in interest of the LLC Members.
3 The resolution attesting to the affirmative vote in interest of the LLC Members shall state the
4 amounts and dates of distribution to each member...." *Exhibit 688: MEDITEX 002327.*

5 29. The Parties agreed that each of them were to be 25 percent member/ managers
6 of Meditex. *Exhibit 688: MEDITEX 002323, 002325.*

7 30. Meditex purchased goods in North America, and sold them for a profit
8 overseas.

9 31. The goods Meditex sold included medical equipment, industrial safety
10 equipment, and nutritional supplements.

11 32. Mr. Safari was the tax matters member pursuant to Meditex's Operating
12 Agreement. *Exhibit 688: MEDITEX002325.*

13 33. Mr. Safari retained Ovist & Howard, CPAs to prepare their tax returns on
14 behalf of Meditex for 2011, 2012, 2013 and 2014. *Exhibit 718: MEDITEX002854.*

15 34. Mr. Safari served as Meditex's sole representative with regard to all
16 communications with Ovist & Howard. Mr. Safari was the only member/ manager of
17 Meditex to have contact with Ovist & Howard, and answered all tax-related questions posed
18 by Ovist & Howard. *Testimony of Eric Lorenz.*

19 35. Mr. Safari was the only member/ manager to review and sign Meditex's tax
20 returns. *Exhibit 734: MEDITEX003308; Exhibit 735: MEDITEX003309; Exhibit 736:*
21 *MEDITEX003310; Exhibit 731: MEDITEX003303.*

22 36. The Meditex tax returns contain numerous errors, all of which were based on
23 documents, or explanations of documents, provided by Mr. Safari to Ovist and Howard. Such
24 errors include:

25 a. Not giving Hamid credit for contributions he made to Meditex. *Exhibit*
26 *J-52: MEDITEX002864, MEDITEX002866; Exhibit 805: MEDITEX005407.*

1 b. Not giving Mohammad credit for contributions he made to Meditex.
2 *Exhibit 802: MEDITEX005357; Exhibit 803: MEDITEX005379; Exhibit 804:*
3 *MEDITEX005381.*

4 c. Overstating or falsifying costs and expenses to Meditex. *Exhibit J52:*
5 *MEDITEX002982; Exhibit J52: MEDITEX002986-2988; Exhibit 637:*
6 *MEDITEX00471, MEDITEX00505, MEDITEX00511; MEDITEX00550; Exhibit 639:*
7 *MEDITEX00674-00675; Exhibit 639: MEDITEX00684-00685; Exhibit 639:*
8 *MEDITEX00756.*

9 37. Mandana was unemployed during the years Meditex was operating, from
10 2010-2015.

11 38. Mr. Safari had no other employment, and was reliant on his income from
12 Meditex from 2011-2015.

13 39. Meditex was solely funded by contributions from Hamid and Mohammad.

14 40. Mr. Safari and Mandana contributed no capital to Meditex.

15 41. Despite the numerous errors in the Meditex tax returns, which understated
16 Mr. Safari's distributions to himself, overstated expenses actually incurred by Meditex, and
17 understated the contributions of Hamid and Mohammad, the Members' Capital Accounts still
18 reflected large positive balances for Hamid and Mohammad, and negative balances for
19 Mr. Safari and Mandana. *Exhibit 716: MEDITEX002692; Exhibit 687: MEDITEX002239;*
20 *Exhibit 715: MEDITEX002642.*

21 **Mr. Safari's Withdrawals from Meditex's Bank Accounts**

22 42. The Operating Agreement required an affirmative vote by the LLC members
23 for any distribution to members. *Exhibit 688: MEDITEX002327.*

24 43. Mr. Safari opened Chase Bank account '4797 on behalf of Meditex, but only
25 listed himself and Mandana as signers; Hamid and Mohamad had no access to that account.
26 *Exhibit 669: MEDITEX002082-2084.*

27 44. In 2011, through dozens of ATM and branch withdrawals, Mr. Safari withdrew
28 \$11,845.00 from Meditex's Chase Bank account ending in '4797. *Exhibit 669:*

1 *MEDITEX002045, 2047, 2049, 2051 – 2052, 2056, 2058, 2063, 2067, 2069, 2072, 2074,*
2 *Demonstrative Exhibit B1, and the expert testimony of Kevin Kirkendall.*

3 45. From June, 2011 through January, 2015, through dozens of transactions,
4 Mr. Safari spent \$2,595.00 using his Meditex debit card. *Exhibit 637: MEDITEX000465;*
5 *476, 488, 503, 508, 515, 521, 526, 539; Exhibit 638: MEDITEX000552, 553, 562, 573, 583,*
6 *592, 604, 612, 620, 630, 637; Exhibit 639: MEDITEX000649, 677, 697, 705, 711, 737, 749;*
7 *Exhibit 640: MEDITEX000768, 778, 799; Exhibit 641: MEDITEX000867; Exhibit 669:*
8 *MEDITEX002056, 2058, 2063, 2072, 2074; Exhibit 670: MEDITEX002047; Exhibit 671:*
9 *MEDITEX002067, 2069, Demonstrative Exhibit B3, and the expert testimony of Kevin*
10 *Kirkendall.*

11 46. From January, 2011 through March, 2014, through dozens of ATM, branch
12 withdrawals, and self-written checks, Mr. Safari withdrew \$243,567.00 from Meditex's Chase
13 Bank account ending in '1429. *Exhibit 637: MEDITEX00453, 457, 465, 474, 476, 484, 488,*
14 *498 – 500, 505, 511-512, 516, 519 – 521, 526, 535-537, 539, 550; Exhibit 638:*
15 *MEDITEX000553, 558 – 560, 562, 571, 573, 583, 591, 593, 604, 607-608, 612, 615 – 618,*
16 *620, 625 – 628, 630, 633 – 635, 637 – 638, 643 – 647; Exhibit 639: MEDITEX000650, 674 –*
17 *675, 684 – 687, 702 – 703, 725, 735, 744, 746 – 747, 756; Exhibit 640: MEDITEX000764 –*
18 *769, 773 – 774, 776, 793 – 794, 796, 799, 804, 822, 825, 832 – 833, 849; Exhibit 641:*
19 *MEDITEX000852, 863, 879, 883, Demonstrative Exhibit B3, and the expert testimony of*
20 *Kevin Kirkendall.*

21 47. Of these withdrawals of \$258,008.00 in company funds, only \$33,215.00 was
22 reimbursement for legitimate Meditex business expenses, the largest portion of which was
23 office rent. *Demonstrative Exhibit A, Expert testimony of Kevin Kirkendall.*

24 48. Mr. Safari produced no evidence showing that \$224,793.00 he withdrew from
25 Meditex's bank accounts, outlined above, was used for legitimate business purposes related to
26 Meditex.

27 49. When asked, Mr. Safari could not explain what the money he withdrew was
28 spent on. *Testimony of Mr. Safari, June 25, 2019, page 77, lines 12-22.*

1 50. Mr. Safari produced no evidence showing that the \$224,793.00 he withdrew
2 from Meditex's bank accounts was approved by Hamid or Mohammad, or that a vote
3 approving distributions in that amount was held.

4 51. Mr. Safari produced no evidence that he sent Hamid backup documentation
5 that would support his contention that these withdrawals were for legitimate Meditex business
6 purposes.

7 52. Mr. Safari's testimony that he did so was not credible and was not supported
8 by corroborating evidence.

9 53. Specifically, Mr. Safari's and Mandana's personal bank records do not reflect
10 hundreds of thousands of dollars of legitimate business expenses incurred on behalf of
11 Meditex.

12 54. Mr. Safari had complete check writing and wiring authority on both of
13 Meditex's bank accounts, and regularly wrote checks and wired money from those accounts.
14 *Exhibit 637: MEDITEX00447; Exhibit 669: MEDITEX002082-2084.*

15 55. There is no logical reason why Mr. Safari would repeatedly pay Meditex
16 expenses from his personal bank account, and then reimburse himself from Meditex's
17 account, and Mr. Safari offered no explanation for why he would do so.

18 56. Rather, the evidence shows that Mr. Safari was repeatedly taking money from
19 Meditex's bank accounts that were not reimbursements for expenses he had incurred.

20 57. Additionally, Mr. Safari's personal bank records, as well as those of Mandana,
21 reflect chronically low balances, and repeated negative balances and overdrafts, which do not
22 reflect the balances necessary to advance large amounts of money on behalf of Meditex.
23 *Exhibit 950: MEDITEX004743-4817; Exhibit 965: MEDITEX005302-5351.*

24 58. At the time of his withdrawals from Meditex's bank accounts, and at various
25 times thereafter, Mr. Safari told Hamid that his withdrawals were for legitimate Meditex
26 business purposes.

27 59. Hamid believed Mr. Safari and relied upon these representations.

28 60. Mr. Safari's representations to Hamid were false.

1 61. Hamid requested that Mr. Safari provide backup documentation for his
2 withdrawals. *Exhibit J67: MEDITEX003334-003337.*

3 62. At the time of his withdrawals, and at various times thereafter, Mr. Safari told
4 Hamid that he had provided, or would provide, backup documentation showing that his
5 withdrawals were for legitimate Meditex business purposes to Meditex's accountants at Ovist
6 & Howard.

7 63. Hamid relied upon these representations by Mr. Safari.

8 64. These representations by Mr. Safari to Hamid were false.

9 65. Mr. Safari provided no backup documentation to Ovist & Howard that show
10 that the \$224,793.00 he withdrew from Meditex's bank accounts were for legitimate Meditex
11 business purposes.

12 66. In 2011, the only year in which Mr. Safari provided explanations for some of
13 his withdrawals to Meditex's accountant at Ovist & Howard via annotated bank statements,
14 though backup/supporting documentation was not provided, many of the explanations for his
15 withdrawals directly conflict with the explanations written on the check memos by Mr. Safari
16 himself, which calls into question the justification for Mr. Safari's self-written checks.

17 *Exhibit 637: MEDITEX00471; Exhibit J52: MEDITEX002868; Exhibit 637:*
18 *MEDITEX00510; Exhibit J52: MEDITEX002872.*

19 67. Mr. Safari provided no explanations for his withdrawals/ self-written checks to
20 Meditex's accountant at Ovist & Howard for years 2010, 2012, 2013 or 2014.

21 68. Mr. Safari produced no evidence showing that the \$224,793.00 he withdrew
22 from Meditex's bank accounts was repaid.

23 69. In March, 2013, Mr. Safari, Hamid and Mohammad held a board meeting for
24 Meditex.

25 70. On March 14, 2013, Mr. Safari, Hamid and Mohammad signed a board
26 meeting agreement (the "2013 Board Agreement"). *Exhibit 610: MEDITEX00279.*

27 71. As of March, 2013, Hamid and Mohammad did not approve of Mr. Safari's
28 pattern of using the Meditex's bank accounts for non-business activities, nor Mr. Safari's

1 pattern of (claiming) that he paid expenses personally, and then reimbursing himself from
2 Meditex's bank account.

3 72. The 2013 Board Agreement states, in part, "The company account to be used
4 only for its business activities" and "The managers should do their best that all payments
5 which are possible to pay by company accounts." *Exhibit 610: MEDITEX00279.*

6 73. In April, 2014, Mr. Safari, Hamid and Mohammad held a board meeting for
7 Meditex.

8 74. On April 14, 2014, Mr. Safari, Hamid and Mohammad signed a board meeting
9 agreement (the "2014 Board Agreement"). *Exhibit 611: MEDITEX00280-281.*

10 75. As of April, 2014, Hamid and Mohammad did not approve of Mr. Safari's
11 pattern of using the Meditex's bank accounts for personal purchases or personal loans.

12 76. The 2014 Board Agreement states, in part, "The company account which is at
13 Chase Bank have to be used only for its business activity and any other personal withdrawal
14 such as loans or personal purchases will not be allowed at all." *Exhibit 611:*
15 *MEDITEX00280-281.*

16 77. Hamid and Mohammad were unaware that the \$224,793.00 he withdrew from
17 Meditex's bank accounts was not for legitimate Meditex business purposes until they obtained
18 the accounting records from Ovist & Howard during discovery, as well as the bank records
19 for account '4797.

20 **"Short Term Loan" Checks**

21 78. From April, 2013 through February, 2014, Mr. Safari wrote ten (10) checks to
22 himself from Meditex's bank account with some variation of "short term loan" on the check
23 memo. *Exhibit 639: MEDITEX00686; MEDITEX00687, MEDITEX00702, MEDITEX00725,*
24 *MEDITEX00735, MEDITEX00744, MEDITEX00746, MEDITEX00747, MEDITEX00765,*
25 *Exhibit 640: MEDITEX00774.*

26 79. The ten "short term loan" checks total \$17,372.00.
27
28

1 80. Mr. Safari produced no evidence showing that, prior to writing the ten checks
2 to himself, he told Hamid or Mohammad that he was doing so, or requested their approval to
3 do so.

4 81. Mr. Safari testified at trial that he considered a “short term loan” to be one
5 year, but that he never had an agreement with his partners. *Testimony of Mr. Safari, June 25,*
6 *2019, page 38, lines 17 - 20.*

7 82. Mr. Safari produced no evidence showing that the \$17,372.00 he withdrew as
8 “short term loans” from Meditex’s bank accounts were approved by Hamid or Mohammad, or
9 that a vote approving distributions in that amount was held by the members.

10 83. After Mr. Safari wrote these checks to himself, Mr. Safari told Hamid that they
11 were indeed short term loans, and that he would repay them in the coming months.

12 84. When asked about repaying the loans by Hamid, Mr. Safari repeatedly
13 promised to repay them.

14 85. Hamid relied upon these representations.

15 86. Mr. Safari produced no evidence showing that the \$17,372.00 he withdrew as
16 “short term loans” from Meditex’s bank accounts were ever repaid.

17 87. These representations to Hamid were false.

18 88. Mr. Safari produced no evidence that Hamid “forgave” these loans, or in any
19 way indicated that Mr. Safari was not expected to repay them.

20 89. Mr. Safari never repaid the \$17,372.00 he took from Meditex.

21 **The UTSafety, LLC & SCBA Sales & Rentals, LLC Scheme**

22 90. Paragraphs 3 -11 of the Court’s Findings Of Fact, Conclusions Of Law, And
23 Order Granting In Part And Denying In Part Motion For Partial Summary Judgment On
24 Counter-Claimants' Non-fraud Claims Against Parviz Safari, dated July 18, 2018, address
25 some of the issues related to UTSafety, LLC and SCBA Sales & Rentals, LLC, and are hereby
26 reaffirmed, and restated here as follows:

27 a. SCBA Sales & Rentals, LLC (“SCBA Sales”) was one of Meditex’s
28 main suppliers, providing it with refurbished self-contained breathing apparatus units

1 (“SCBA Units”) for industrial safety applications. Meditex would in turn export the
2 refurbished SCBA Units to its clients in the Middle East, for a profit. SCBA Sales
3 was a small company, owned and operated by Kimburly Holman (“Mr. Holman”).
4 Mr. Holman’s only contact at Meditex was Safari.

5 b. On April 17, 2013, Safari registered a Utah limited liability company
6 called UTSafety, LLC (“UTSafety, LLC”) in the name of his sister-in-law Nooshin
7 Zahedi (“Nooshin”).

8 c. On April 21, 2013, Safari and Zahedi registered an internet domain in
9 order to “impersonate” SCBA Sales’ actual domain. SCBA Sales’ actual domains
10 were “scbarentalco.com” and “scbasalesco.com.” Safari and Zahedi, on the other
11 hand, registered the almost identical (one letter different) domain “scbasaleco.com”
12 (“Fake Domain”). Hamid and Mohammad were unaware that Safari and Zahedi
13 registered the Fake Domain.

14 d. On April 23, 2013, Safari sent an email from his newly registered Fake
15 Domain (sales@scbasaleco.com) to his Meditex email (aidansafari@meditexllc.com).
16 In this email—which was “signed” by SCBA Sales and made to look as if it were
17 coming from SCBA Sales—Safari wrote that SCBA Sales was affiliated with
18 UTSafety, LLC and that business with Meditex must go through UTSafety for tax
19 purposes. *Exhibit 603: MEDITEX00135-136.*

20 e. Safari shared this email with Hamid and Mohammad and represented to
21 them that: (1) UTSafety was affiliated with SCBA Sales; and (2) SCBA Sales required
22 that all payments go through UTSafety for tax purposes. At his deposition, however,
23 Mr. Holman confirmed that this email did not actually come from SCBA Sales,
24 UTSafety was not affiliated with SCBA Sales in any way, and there was absolutely no
25 reason for Meditex’s payments to go through UTSafety. In fact, Safari represented to
26 Mr. Holman the complete opposite, that: (1) UTSafety was affiliated with Meditex;
27 and, (2) Meditex required all payments to go through UTSafety for tax purposes.
28

1 Counterclaimants were completely unaware that Safari and Nooshin owned and
2 operated UTSafety.

3 f. Over the course of several months, when Meditex requested to
4 purchase SCBA Units from SCBA Sales, Mr. Holman would generate legitimate
5 invoices and email them to Safari at Safari's private gmail address. Safari would then
6 alter SCBA Sales' real invoices to reflect greatly increased prices and other charges
7 that were not legitimate, such as spare parts and shipping costs ("Fake Invoices").
8 Safari would then send the Fake Invoices from his Fake Domain (to appear as if they
9 were coming from SCBA Sales) to his Meditex email address. Safari would then
10 forward the fake emails/invoices to Hamid and Mohammad and request that the
11 inflated invoices be paid to UTSafety, his shell company. Counterclaimants were
12 completely unaware that Safari was presenting them with altered SCBA Sales'
13 invoices.

14 g. In reliance on Safari's Fake Domain/Fake Invoices, Hamid, and at
15 times Safari himself, would wire funds from Meditex's bank account to UTSafety's
16 bank account. Safari (with the knowledge and participation of his wife Zahedi, and
17 sister in law/ the "owner" of UTSafety Nooshin) would then pay SCBA Sales the
18 greatly reduced (actual) invoice amount, and personally retain the difference.
19 Counterclaimants were completely unaware that Safari was personally retaining this
20 money.

21 h. Moreover, despite getting significantly more money from Meditex than
22 the actual invoice totals, on several occasions, Safari failed to pay SCBA Sales the full
23 (actual) amounts due. Not only was Safari taking money from Meditex, Hamid, and
24 Mohammad, he was also damaging Meditex's relationship with its main vendor
25 (SCBA Sales) by not fully paying them, which resulted in further damage to
26 Meditex's relationships with its customers because it was not able to fulfill and deliver
27 orders without paying its vendor.

1 i. As a direct result of Safari's Fake Domain and Fake Invoices, a total of
2 \$233,700.00 was wired from Meditex to UTSafety. UTSafety, in turn, only wired a
3 total of \$148,000.00 to SCBA Sales, \$6,000.00 of which was refunded to UTSafety.
4 Accordingly, Safari personally and improperly retained a total of \$91,700.00 from
5 Meditex. Said another way, as a direct result of Safari's actions, Meditex, Hamid, and
6 Mohammad suffered damages of \$91,700.00.

7 91. At the direction of Mr. Safari, Nooshin established UTSafety, LLC on
8 April 17, 2013. *Exhibit 871: ASD00338-340.*

9 92. Nooshin is listed as the sole member and manager of UTSafety, LLC. *Id.*

10 93. On April 18 2013, Nooshin opened a bank account for UTSafety, LLC at
11 Wells Fargo. *Exhibit 674: MEDITEX002089-2093.*

12 94. Nooshin then added Mr. Safari and Mandana as signers to the account. *Exhibit*
13 *674: MEDITEX002094.*

14 95. Three days later Mr. Safari and Mandana purchased the Fake Domain. *Exhibit*
15 *664: MEDITEX001964-2015.*

16 96. Mr. Safari paid an additional fee to keep his name as the owner of the Fake
17 Domain private. *Exhibit 664: MEDITEX001998.*

18 97. Mr. Safari stated in verified written discovery responses that he was unsure
19 whether he ever informed Hamid or Mohammad that he was the owner of the Fake Domain.
20 *Exhibit 924, Request No. 3.*

21 98. Hamid and Mohammad did not learn that Mr. Safari was the owner of the Fake
22 Domain until they subpoenaed Network Solutions, LLC, the domain registration company
23 that Mr. Safari used to purchase the Fake Domain. *Exhibit 663: MEDITEX001962; Exhibit*
24 *664: MEDITEX001964 – 1965; 1968.*

25 99. Mr. Safari sent dozens of emails from the Fake Domain, and falsely signed
26 them as if they were sent by SCBA Sales (the "Fake Emails"). *Exhibit 603: MEDITEX00135-*
27 *136; Exhibit 603: MEDITEX00139; Exhibit 606: MEDITEX00199; Exhibit 605:*
28

1 *MEDITEX00157; Exhibit 605: MEDITEX00165; Exhibit 606: MEDITEX00196-198; Exhibit*
2 *606: MEDITEX00201; Exhibit 612: MEDITEX00289; Exhibit 618: MEDITEX00304.*

3 100. Mr. Safari sent the Fake Emails from the Fake Domain to his Meditex email
4 address (aidansafari@meditexllc.com).

5 101. Mr. Safari forwarded some of the Fake Emails to Hamid (*Exhibit 606:*
6 *MEDITEX00199*), and knew that Hamid and Mohammad were able to see emails sent to his
7 Meditex email address.

8 102. Mr. Safari exclusively utilized his gmail account for his real communications
9 with Kim Holman and SCBA Sales, knowing that Hamid and Mohammad would not be able
10 to see those communications, or the real invoices attached thereto. *Exhibit 658:*
11 *MEDITEX001801-1802.*

12 103. The first Fake Email sent by Mr. Safari to himself, dated April 23, 2013,
13 falsely claims that UTSafety is the service company of SCBA Sales, and that business will be
14 conducted through UTSafety for tax purposes. *Exhibit 603: MEDITEX00135-136.*

15 104. Mr. Safari represented to Hamid that paying UTSafety, LLC, instead of SCBA
16 Sales directly, would save money on sales tax, and stated in his written discovery responses
17 that this was the reason for the use of UTSafety, LLC. *Exhibit 603: MEDITEX00135-137;*
18 *Exhibit 930, Interrogatory No. 32; Exhibit 933, Interrogatory No. 15.*

19 105. There was no actual tax benefit to Meditex for using an intermediary company,
20 since the products were being shipped directly overseas, and Mr. Safari knew this months
21 before he formed UTSafety, LLC. *Exhibit J16: MEDITEX001774.*

22 106. Some of the Fake Emails attached fake invoices reflecting charges higher than
23 those actually charged by SCBA Sales. *Exhibit 603: MEDITEX00139; Exhibit 604:*
24 *MEDITEX00140; Exhibit 603: MEDITEX00137.*

25 107. One of the Fake Emails attached fake wire transfer information, directing
26 payments to be sent to UTSafety's bank account. *Exhibit 603: MEDITEX00138.*

27 108. Some of the Fake Emails requested payments that were not actually being
28 charged by SCBA Sales. *Exhibit 612: MEDITEX00289; Exhibit 618: MEDITEX00304.*

1 109. Some of the Fake Emails also falsely reflected payments made by Meditex to
2 UTSafety that were not actually received by SCBA Sales. *Exhibit 617: MEDITEX00302.*

3 110. Mr. Safari sent these Fake Emails and fake invoices in order to fool Hamid.

4 111. Mr. Safari sent these Fake Emails and fake invoices to induce Hamid to send
5 money to UT Safety, over and above what was being charged by SCBA Sales.

6 112. Based on the fake "signatures" and signature blocks of SCBA Sales (Kim
7 Holman) on the Fake Emails, and the fact that the Fake Emails were sent from an email
8 domain one letter different than the genuine SCBA Sales' domain, Hamid believed that the
9 Fake Emails and fake invoices were legitimate, and relied upon them.

10 113. Based on the Fake Emails, Hamid believed that all money sent to UTSafety,
11 LLC would be received by SCBA Sales, which the Fake Emails claimed was its "service
12 company".

13 114. Based on the Fake Emails and Fake Invoices, Hamid sent, or authorized the
14 sending, an additional \$91,700.00 from Meditex's account to UTSafety, than was charged by,
15 or received by, SCBA Sales.

16 115. The additional \$91,700.00 received into UTSafety's Wells Fargo bank
17 accounts was then withdrawn from, spent from or transferred from those accounts by Mr.
18 Safari, Mandana, and Nooshin, who were the only three signers on the account.

19 116. The only funds coming into UTSafety's accounts came from the transfers from
20 Meditex. *Exhibit 724: MEDITEX003236, MEDITEX003240, MEDITEX003246,*
21 *MEDITEX003249-3250, MEDITEX003254-3255, MEDITEX003258-3259,*
22 *MEDITEX003262-3263, Exhibit 681: MEDITEX002158-2161; Exhibit 639:*
23 *MEDITEX00678; Exhibit 604: MEDITEX00141-00156; Exhibit J-1: MEDITEX00330-00331;*
24 *Exhibit 639: MEDITEX00698, MEDITEX00705, MEDITEX00712, MEDITEX00721,*
25 *MEDITEX00729; Exhibit 640: MEDITEX00842.*

26 117. Mr. Safari, Mandana and Nooshin, spent Meditex's money that had been wired
27 to UTSafety's bank accounts at Wells Fargo on a variety of personal expenses, including
28 restaurants, beauty supply stores, State Farm insurance, and Kia Motors (Mandana's vehicle),

1 medical services, gas stations, student loans (Nooshin) and others, as well as withdrawing
2 large amounts of cash from the accounts. *Exhibit 724: MEDITEX003235-3236; Exhibit 653:*
3 *MEDITEX001704-1704; Exhibit 654: MEDITEX001733-1737; Exhibit 654:*
4 *MEDITEX001742-1747.*

5 118. Mr. Safari produced no evidence that Hamid and Mohammad were aware that
6 UTSafety, LLC was formed, owned and controlled by Mr. Safari and Nooshin.

7 119. Mr. Safari formed UTSafety, LLC in order to improperly obtain money from
8 Hamid and Mohammad.

9 120. Hamid and Mohammad did not learn that UTSafety, LLC was not affiliated
10 with SCBA Sales & Rentals until early 2016 when Mr. Holman responded to their questions.

11 121. Mr. Safari produced no evidence that Hamid and Mohammad were aware that
12 UTSafety, LLC's bank accounts were controlled by Mr. Safari, Mandana and Nooshin.

13 122. Hamid and Mohammad did not learn that Mr. Safari, Mandana and Nooshin
14 were the owners of UTSafety, LLC's bank accounts until they subpoenaed records from
15 Wells Fargo during discovery.

16 123. Mr. Safari produced no evidence that Hamid and Mohammad approved of
17 Mr. Safari, Mandana and Nooshin receiving \$91,700.00 utilizing UTSafety, nor did they offer
18 any reasoning as to why Hamid and Mohammad would have agreed to that.

19 124. Had Hamid and Mohammad known that Mr. Safari, Mandana and Nooshin
20 were receiving and spending the money they intended to send to SCBA Sales & Rentals, LLC
21 to pay for Meditex's order of SCBA units, they would have ceased sending money to UT
22 Safety, LLC.

23 125. Mr. Safari requested that Mr. Holman of SCBA Sales & Rentals, LLC certify
24 that the air cylinders for the SCBA units would be useable for longer than their actual shell
25 life. Mr. Holman refused. *Testimony of Kim Holman, deposition dated May 17, 2017, read at*
26 *trial, page 164, line 4 – page 172, line 12.*

27 126. Mr. Safari then created a fake Certificate and Safety Approval, and forged the
28 signature of Kim Holman on the certificate, and on the accompanying fake email, stating that

1 the shelf life of the units was until the end of 2018, when in fact they would expire in 2016
2 and 2017. *Id. and Exhibit J25-2021-2022.*

3 127. Nooshin accepted payments from UTSafety, LLC as “wages” even though she
4 did no work and performed no services for UTSafety. *Exhibit 675: MEDITEX002112-*
5 *002114, Exhibit 817: MEDITEX005822-5825.*

6 128. Mr. Holman of SCBA Sales & Rentals, LLC delivered \$10,000.00 worth of
7 spare parts to Mr. Safari that were never sent to Meditex’s customer, nor returned to Meditex.
8 *Testimony of Kimburly Holman, May 17, 2017 deposition read at trial, Page 135, line 13 –*
9 *page 135, line 25.*

10 **The Chamber of Commerce Scheme**

11 129. Paragraphs 12-14 of the Court’s Findings Of Fact, Conclusions Of Law, And
12 Order Granting In Part And Denying In Part Motion For Partial Summary Judgment On
13 Counter-Claimants' Non-fraud Claims Against Parviz Safari, dated July 18, 2018, address
14 some of the issues related to the Chamber of Commerce issue, and are hereby reaffirmed, and
15 restated here as follows:

16 a. In March of 2015, Safari was tasked with securing a membership for
17 Meditex with the Las Vegas Metro Chamber of Commerce (the “Chamber”). Safari
18 registered for an annual membership with the Chamber on behalf of Meditex which
19 was to cost \$3,500.00. Safari then authorized the initial \$665.00 payment for the first
20 two months on his credit card. Safari later contested this payment and received a full
21 refund of the \$665.00 he actually paid.

22 b. Safari then created a fake invoice that was made to look like it was
23 issued by the Chamber for the full \$3,500.00 (“Fake Chamber Invoice”) and presented
24 the Fake Chamber Invoice to Hamid and Mohammad for payment. Defendants were
25 completely unaware that the Fake Chamber Invoice did not actually come from the
26 Chamber. In reliance on the Fake Chamber Invoice, on March 28, 2015, Hamid wrote
27 Safari a check for \$3,500.00, with the memo line reflecting “Chamber of Commerce
28

1 Invoice M74832," the same invoice number that appeared on Safari's Fake Chamber
2 Invoice.

3 c. Safari did not use any of the \$3,500.00 he obtained from Hamid to pay
4 the Chamber. Instead, Safari personally retained the full \$3,500.00 himself. As a
5 direct result of Safari's actions, Meditex, Hamid, and Mohammad suffered damages of
6 \$3,500.00.

7 130. Mr. Safari created the Fake Invoice, made to look like a genuine Chamber
8 invoice, in the amount of \$3,500.00 and emailed it to Hamid. *Exhibit J84: MEDITEX003454.*

9 131. The Fake Invoice is a fraudulent document, not created by the Chamber of
10 Commerce. *Testimony of David Kellerman, Chief Operating Officer of the Las Vegas*
11 *Metropolitan Chamber of Commerce.*

12 132. In verified written discovery responses, Mr. Safari denied that he created the
13 Fake Invoice, but he admitted it at trial, claiming that Hamid requested that he do so, which is
14 not credible. *Exhibit 933, page 15, Request No. 24; Trial Transcript June 25, 2019, page*
15 *170, lines 15-20, page 171, lines 14-19.*

16 133. Mr. Safari produced no evidence that Hamid requested that he create the Fake
17 Chamber of Commerce Invoice, nor did he provide an explanation as to why Hamid would
18 want a fake invoice reflecting payments that were not made, or why Hamid would reimburse
19 him for payments that were not made if he knew the invoice was fake.

20 134. Mr. Safari produced no evidence that Hamid knew that the Fake Chamber of
21 Commerce Invoice was fake, and actually created by Mr. Safari.

22 135. Hamid relied upon the Fake Invoice, which appeared to have been paid by
23 Mr. Safari, and paid Mr. Safari \$3,500.00, what he thought was a legitimate reimbursement,
24 based on the Fake Invoice. *Exhibit 641: MEDITEX00879.*

25 **The Turkish Airlines Scheme**

26 136. Meditex sold vitamin supplements to a customer GSP.

27 137. The vitamins were manufactured in Canada by Nutralab.

1 138. Yusen Logistics Canada facilitated the shipments to GSP, as Meditex's freight
2 forwarder, which were sent via air freight.

3 139. Mr. Safari sent a series of seven (7) emails to Hamid, requesting
4 reimbursements for payments to a "Turkish Airlines Agent", in connection with the shipments
5 to GSP. *Exhibit J30: MEDITEX002397; Exhibit J24: MEDITEX002020; Exhibit J30:*
6 *MEDITEX002398; Exhibit J30: MEDITEX002402; Exhibit J80: MEDITEX003442.*

7 140. Mr. Safari stated to Hamid and Mohammad that additional payments needed to
8 be made to an agent for Turkish Airlines to facilitate each of these shipments.

9 141. These representations were false, since, as Yusen's Person Most
10 Knowledgeable James McEwan testified, Yusen alone facilitated the shipments through
11 Turkish Airlines as Meditex's freight forwarding company, and no other payments or
12 arrangements by Mr. Safari or by Meditex were necessary or occurred.

13 142. Mr. Safari produced no evidence that he paid anyone from Turkish Airways, or
14 that such payments were needed.

15 143. Hamid relied upon these false requests, and promptly sent Mr. Safari checks in
16 the amounts requested, immediately upon receiving Mr. Safari's requests. *Exhibit 640:*
17 *MEDITEX00804, MEDITEX00822, MEDITEX00825, MEDITEX00832, MEDITEX00833,*
18 *MEDITEX00849.*

19 144. The seven payments received by Mr. Safari total \$17,982.00.

20 145. Mr. Safari testified at trial that the payments he received were not
21 reimbursements for expenses he incurred, but were "bonuses" awarded by Hamid as a reward
22 for doing a good job. This testimony was not credible, and does not make sense given Mr.
23 Safari's seven emailed requests for reimbursement for costs, as well as the memos on the
24 reimbursement checks referencing payments to a Turkish Airlines agent and a charge per
25 kilogram.

26 146. The first of the checks, which Mr. Safari wrote to himself from Meditex's bank
27 account on March 14, 2014, specifically states, "to send TRAA", indicating that the money he
28 was taking from Meditex would be sent to someone, and references the weight of the

1 shipment (2,620 kg) and the charge per kilogram, (0.6), as opposed to any type of "bonus".
2 *Exhibit 640: MEDITEX00794.*

3 147. No bonuses were awarded by Meditex to anyone, and the payments were
4 reported as expenses on Meditex's 2014 tax return. *Testimony of Eric Lorenz.*

5 **Diversions of Customers' Payments and Hamid's Contributions**

6 148. On September 20, 2010, Hamid wired \$500.00 to Mr. Safari's personal bank
7 account so that he could open an account for Meditex. *Exhibit 786: MEDITEX004827.*

8 149. Mr. Safari kept and spent \$400.00 in his personal account and transferred only
9 \$100.00 to Meditex's account '4797, and immediately withdrew and spent \$90.00 of that.
10 *Exhibit 669: MEDITEX002028.*

11 150. On June 21, 2011, Mr. Safari emailed Mohammad providing Meditex's new
12 account information, and requesting \$1,500.00 to fund the newly opened account. *Exhibit*
13 *726: MEDITEX003277.*

14 151. On June 21, 2011, Hamid used Chase's "Quickpay" to send money to the
15 email address Safari represented was associated with Meditex's new account, which was in
16 fact linked to Mr. Safari's personal bank account. *Exhibit 777: MEDITEX004221.*

17 152. Mr. Safari failed to transfer the \$1,500.00 into Meditex's bank account.
18 *Exhibit 637: MEDITEX00453.*

19 153. Mr. Safari confirmed that a \$40,000.00 down payment from Meditex's
20 customer Naskco was received in late 2010 related to an order for air compressors. *Exhibit*
21 *J29: MEDITEX002355.*

22 154. Mr. Safari told Hamid that the \$40,000.00 was received into Meditex's first
23 bank account, '4797, to which Hamid did not have access.

24 155. A review of the bank statements for account '4797, Meditex's only bank
25 account until June, 2011, do not show any payments received in that amount.

26 156. On December 9, 2010, Mr. Safari and Mandana each received wires in the
27 amount of \$19,975.00 into their personal bank accounts. *Exhibit 972: MEDITEX026166-*
28 *026167; Exhibit 973: MEDITEX026170-026171.*

1 157. Mr. Safari and Mandana offered no explanation for these transfers when
2 questioned at trial. *Trial Transcript, June 25, 2019, page 193, line 4 – page 195, line 5.*

3 **Hamid's Personal Loans to Mr. Safari**

4 158. In December, 2012, Mr. Safari requested a personal loan from Hamid for
5 urgent medical expenses for his daughter. *Testimony of Hamid.*

6 159. On December 20, 2012, Mr. Safari emailed Hamid and provided his personal
7 bank information, so that Hamid could make deposits directly into his account ending in
8 '9608. *Exhibit 690: MEDITEX02336.*

9 160. On December 21, 2012, Hamid deposited \$7,000.00 in cash into Mr. Safari's
10 personal account ending in '9608. *Exhibit 690: MEDITEX02337, MEDITEX02339.*

11 161. On December 22, 2012, Hamid deposited another \$5,000.00 in cash into
12 Mr. Safari's personal account ending in '9608, which posted on December 24, 2012. *Exhibit*
13 *690: MEDITEX02337, MEDITEX02338.*

14 162. At around the same time, Hamid loaned Mr. Safari an additional \$3,500.00 in
15 cash.

16 163. At the time of the loans, Mr. Safari promised to repay Hamid the \$15,500.00
17 he borrowed within a few weeks. *Testimony of Hamid.*

18 164. Mr. Safari failed to repay the loans.

19 165. During the April, 2014 Board Meeting, which was recorded and translated in
20 part, Mr. Safari thanked Hamid profusely for the \$15,500.00 in loans, and again promised to
21 repay Hamid within three to four days, which he said was being wired from Iran. *Exhibit J66:*
22 *MEDITEX03327.*

23 166. Mr. Safari never repaid Hamid the \$15,500.00 he borrowed in 2012.

24 **Future Economic Damages**

25 167. Through a series of schemes outlined above, Mr. Safari improperly obtained
26 hundreds of thousands of dollars from Meditex's bank accounts.

27 168. Mr. Safari began these improper withdrawals and reimbursements in 2010 and
28 continued through 2015, the last year Meditex operated.

1 169. As a result, despite a pattern of increasing annual gross receipts, Meditex was
2 chronically short of operating cash, and Hamid and Mohammad did not receive any of the
3 profits that Meditex should have realized. *Exhibit 715: MEDITEX002653.*

4 170. Had Mr. Safari not improperly taken \$224,793.00 from Meditex's bank
5 accounts, Meditex may have been a profitable company, and able to continue operations, but
6 the concept behind the origination and organization of Meditex was that it would depend upon
7 a relationship that failed, and Plaintiffs have not shown that they would have been in a
8 position to continue the business even if that money had not been improperly taken.

9 171. Had Mr. Safari not improperly taken an additional \$113,182.00 using the
10 UTSafety scheme, Chamber of Commerce Scheme, and Turkish Airlines Scheme, Meditex
11 may have been a profitable company, and able to continue operations, but the concept behind
12 the origination and organization of Meditex was that it would depend upon a relationship that
13 failed, and Plaintiffs have not shown that they would have been in a position to continue the
14 business even if that money had not been improperly taken.

15 172. As a result of Mr. Safari's schemes, Hamid and Mohammad did not receive
16 repayment of the investments and contributions they made to Meditex.

17 173. Meditex's customer in Turkey, MASPA, ordered 500 SCBA units from
18 Meditex.

19 174. However, due to Mr. Safari's UTSafety, LLC & SCBA Sales & Rentals, LLC
20 scheme, Mr. Safari failed to pay SCBA Sales for the final 100 units, and they were never
21 shipped to the customer.

22 175. Meditex's actual purchase price was \$360.00 per unit, or \$180,000.00 for 500
23 units. *Exhibit J16: MEDITEX001803-1804.*

24 176. Meditex's sales price to its customer was \$525.00 per unit, for an anticipated
25 net profit of \$165.00 per unit. *Exhibit 719: MEDITEX003033.*

26 177. Based on an estimated sales volume of 1,200 units per year, which is based on
27 a market analysis, annual gross revenue for SCBA sales would have been \$630,000.00 if
28 Meditex remained in business and continued business. *Expert testimony of Kevin Kirkendall.*

178. Costs of goods sold for that volume is estimated at \$432,000.00 per year, yielding a purported gross margin of \$198,000.00 annually. *Expert testimony of Kevin Kirkendall.*

179. Additional expenses including shipping documentation (\$2,400.00) and marketing (\$4,600.00) were deducted, yielding purported annual lost profits of \$191,000.00.

Expert testimony of Kevin Kirkendall.

180. For the period of 2014 through June, 2017, when the expert analysis was performed by Mr. Kirkendall, the lost profits would purport to total \$712,513.00. A discount rate of 31.38 percent and a cap rate of 28.38 percent was applied. *Expert testimony of Kevin Kirkendall.*

181. For the period of June, 2017 through December, 2022, the lost profits purportedly total \$609,084.00. *Expert testimony of Kevin Kirkendall.*

182. For the terminal period, the lost profits total \$203,798.00. *Expert testimony of Kevin Kirkendall.*

183. Addressing only future lost sales of SCBA equipment, and adding up the three time periods cited above, they purport to show a loss to Meditex of \$1,525,394.00. *Expert testimony of Kevin Kirkendall*. However, that figure flows from a continuation in business that, as stated above in Findings 170 and 171, has not been demonstrated to have continued viability.

Any of the foregoing findings of fact that are more properly characterized as conclusions of law, or conclusions of law that are more properly characterized as findings of fact, shall be so characterized.

CONCLUSIONS OF LAW

Plaintiffs' Claims

1. The Court's Findings Of Fact, Conclusions Of Law, And Order Granting In Part And Denying In Part Defendants-Counter-Claimants' Motion For Partial Summary Judgment Regarding The Claims Against Hamid Modjtahed And Mohammad Mojtahed,

1 dated April 24, 2018, are hereby reaffirmed and will not be modified pursuant to NRCP 54(b).
2 Such findings address some of the issues again raised at trial, and are hereby reaffirmed.

3 2. The Court's Findings Of Fact, Conclusions Of Law, And Order Granting
4 Defendants/ Counter-Claimants' Motion For Partial Summary Judgment Regarding The
5 Claims Against Ali Mojtaled dated April 24, 2018, are hereby reaffirmed and will not be
6 modified pursuant to NRCP 54(b).

7 **Accounting**

8 3. To the extent an accounting is a stand-alone cause of action, as opposed to a
9 remedy, Plaintiffs have failed to meet their burden with regard to their claim for accounting.

10 4. A cause of action for an accounting requires a showing that a relationship
11 exists between the plaintiff and defendant that requires an accounting, and that some balance
12 is due the plaintiff that can only be ascertained by an accounting. *Brea v. McGlashan*, 3
13 Cal.App.2d 454, 460, 39 P.2d 877 (1934).

14 5. Plaintiffs presented no evidence that Defendants received or obtained any
15 funds improperly for which they must account.

16 6. Mr. Safari's trial testimony that he does not allege anyone took any money and
17 doesn't know where the supposedly missing money is, precludes a finding that Hamid or
18 Mohammad received or obtained funds for which they must account.

19 7. Plaintiffs presented no evidence that they are entitled to receive any funds from
20 Defendants whatsoever.

21 8. Plaintiffs' claim for accounting fails.

22 **Unjust Enrichment**

23 9. A claim for unjust enrichment requires a proof of the unjust retention of money
24 or property of another against the fundamental principles of justice or equity and good
25 conscience. *Asphalt Prod. Corp. v. All Star Ready Mix, Inc.*, 111 Nev. 799, 802, 898 P.2d
26 699, 701 (1995).

27 10. Plaintiffs have failed to meet their burden that Defendants were unjustly
28 enriched.

1 11. Plaintiffs have failed to meet their burden that Defendants unjustly retained
2 any money or property, nor that any such retention was against the fundamental principles of
3 justice or equity and good conscience.

4 12. Plaintiffs' claim for unjust enrichment fails.

5 **Counterclaimants' Counterclaims**

6 13. The Court's Findings Of Fact, Conclusions Of Law, And Order Granting In
7 Part And Denying In Part Defendants/ Counter-Claimants' Motion For Partial Summary
8 Judgment On Counterclaimants' Claims Against Parviz Safari dated May 8, 2018, are hereby
9 reaffirmed.

10 14. The Court's Findings Of Fact, Conclusions Of Law, And Order Granting In
11 Part And Denying In Part Motion For Partial Summary Judgment On Counter-Claimants'
12 Non-fraud Claims Against Parviz Safari dated July 18, 2018, are hereby reaffirmed, including
13 the following:

14 a. A company's operating agreement constitutes a "contract" for the
15 purposes of a breach of contract claim. *See M.C. Multi-Family Dev., L.L.C. v.*
16 *Crestdale Assocs., Ltd.*, 124 Nev. 901, 913, 193 P.3d 536, 544 (Nev. 2008).

17 b. Based on the established facts outlined above, Defendants are entitled
18 to summary judgment on their breach of contract claim against Safari. First, it has
19 been established that the parties were subject to a valid and enforceable contract—the
20 Operating Agreement. Second, it has been established that Section 6.3 of the
21 Operating Agreement mandates that members cannot receive distributions of
22 Company money without an "affirmative vote ... of the LLC Members" and the
23 adoption of a "resolution ... stat[ing] the amounts and dates of distribution to each
24 member...." Third, it has been established that Safari breached Section 6.3 of the
25 Operating Agreement by personally retaining \$95,200.00 in Company money related
26 to the SCBA and Chamber of Commerce schemes without a member vote or
27 resolution. Finally, it has been established that Defendants suffered damages of at
28 least \$95,200.00 as a direct result of Safari's breach.

1 **First Claim: Breach of Contract (Against Mr. Safari And Mandana)**

2 15. A claim for breach of contract requires the following elements: (1) the
3 formation of a valid contract; (2) performance or excuse of performance by the plaintiff; (3)
4 material breach by the defendant; and (4) damages. *Walker v. State Farm Mut. Auto. Ins. Co.*,
5 259 F. Supp. 3d 1139, 1145 (D. Nev. 2017) (citing *Bernard v. Rockhill Dev. Co.*, 103 Nev.
6 132, 734 P.2d 1238, 1240 (1987)).

7 16. Meditex's Operating Agreement was a valid and enforceable written contract.

8 17. Hamid, Mohammad, Mr. Safari and Mandana were all parties to the Operating
9 Agreement.

10 18. Hamid and Mohammad performed under the contract.

11 19. Mr. Safari's withdrawal of \$224,793.00 from Meditex's bank accounts was a
12 material breach of Section 6.3 of the Operating Agreement.

13 20. The \$224,793.00 Mr. Safari withdrew from Meditex's bank accounts were
14 defalcations.

15 21. The ten "short term loan" checks Mr. Safari wrote to himself in the amount of
16 \$17,372.00, which are included in the \$224,793.00 total were material breaches of Section 6.3
17 of the Operating Agreement.

18 22. As stated above, and as stated in the Court's July 18, 2018 Conclusions of
19 Law, Mr. Safari breached Section 6.3 of the Operating Agreement by personally retaining
20 \$95,200.00 in Company money related to the SCBA and Chamber of Commerce schemes
21 without a member vote or resolution.

22 23. Mandana breached Section 6.3 of the Operating Agreement by receiving
23 \$91,700.00 from Meditex's accounts into the UTSafety, LLC bank accounts, on which she
24 was an owner, related to the SCBA scheme.

25 24. The seven payments requested and received by Mr. Safari for the Turkish
26 Airlines scheme totaling \$17,982.00 were material breaches of Section 6.3 of the Operating
27 Agreement.
28

1 25. Hamid and Mr. Safari entered a binding, oral agreement whereby Hamid
2 agreed to loan to Mr. Safari, and Mr. Safari agreed to repay to Hamid, \$15,500.00.

3 26. Hamid performed by loaning Mr. Safari \$15,500.00,

4 27. Mr. Safari breached that agreement by failing to repay Hamid any of the
5 \$15,500.00 he borrowed.

6 28. Mr. Safari and Mandana each breached Section 6.3 of the Operating
7 Agreement by each personally retaining \$19,975.00 which was supposed to go into Meditex's
8 bank account as a down payment for an order placed by Naskco.

9 29. Mr. Safari breached Section 6.3 of the Operating Agreement by personally
10 retaining \$2,000.00 sent by Hamid and Mohammad to fund Meditex's bank accounts.

11 30. Hamid and Mohammad were damaged in the total amount of \$395,475.00 as a
12 result of these breaches of contract.

13 **Second Claim: Contractual Breach of the Implied Covenant of Good Faith and**
14 **Fair Dealing (Against Safari and Mandana)**

15 31. Every contract imposes a duty of good faith and fair dealing upon the
16 contracting parties. *Hilton Hotels Corp. v. Butch Lewis Prods., Inc.*, 107 Nev. 226, 232-33
17 808 P.2d 919, 922-23 (1991).

18 32. The four elements of a claim for Contractual Breach of the Implied Covenant
19 of Good Faith and Fair Dealing ("Contractual GFFD") are: (1) Plaintiff and defendant were
20 parties to a contract; (2) Defendant owed a duty of good faith to the plaintiff (3) Defendant
21 breached that duty by performing in a manner that was unfaithful to the purpose of the
22 contract; and (4) Plaintiff's justified expectations were denied. *Hilton Hotels Corp. v. Butch*
23 *Lewis Prods., Inc.*, 107 Nev. 226, 232-33 808 P.2d 919, 922-23 (1991).

24 33. Meditex's Operating Agreement was a valid and enforceable written contract.

25 34. Hamid, Mohammad, Mr. Safari and Mandana were all parties to the Operating
26 Agreement.

27 35. Mr. Safari and Mandana owed a duty of good faith to Hamid and Mohammad.

1 36. Mr. Safari breached the Operating Agreement by performing in a manner that
2 was unfaithful to the purpose of the contract, specifically by:

- 3 a. Withdrawing \$224,793.00 from Meditex's bank accounts not for
4 legitimate business purposes.
- 5 b. Engaging in the UT Safety/ SCBA Scheme by which he obtained
6 \$91,700.00.
- 7 c. Engaging in the Chamber of Commerce Scheme by which he obtained
8 \$3,500.00.
- 9 d. Engaging in the Turkish Airlines Scheme by which he obtained
10 \$17,982.00.
- 11 e. Diverting funds sent by Hamid and Mohammad by which he obtained
12 \$2,000.00.
- 13 f. Diverting funds sent by Meditex's vendor by which he obtained
14 \$19,975.00.

15 37. Mandana breached the Operating Agreement by performing in a manner that
16 was unfaithful to the purpose of the contract, specifically by:

- 17 a. Engaging in the UT Safety/ SCBA Scheme by which she obtained
18 \$91,700.00.
- 19 b. Diverting funds sent by Meditex's vendor by which she obtained
20 \$19,975.00.

21 38. Hamid and Mohammad's justified expectations with respect to the Operating
22 Agreement were denied.

23 39. Hamid and Mohammad were damaged in the total amount of \$359,950.00 with
24 respect to Mr. Safari and \$111,675.00 with respect to Mandana as a result of these breaches of
25 the implied covenant of good faith and fair dealing.

26
27
28

1 **Third Claim: Tortious Breach of the Implied Covenant of Good Faith and Fair**
2 **Dealing (Against Safari and Mandana)**

3 40. There are five elements to a claim for Tortious Breach of the Implied Covenant
4 of Good Faith and Fair Dealing (“Tortious GFFD”): (1) Plaintiff and defendant were parties
5 to a contract; (2) Defendant owed a duty of good faith to the plaintiff arising from the
6 contract; (3) A special element of reliance or fiduciary duty existed between plaintiff and
7 defendant where the defendant was in a superior or entrusted position; (4) Defendant
8 breached the duty of good faith by engaging in misconduct; and (5) Plaintiff suffered damages
9 as a result. *Great American Ins. Co. v. General Builders*, 113, Nev. 346, 934 P. 2d 257 (1997).

10 41. Mr. Safari owed fiduciary duties, including the duties of care and loyalty, to
11 the other members of Meditex, including to Hamid and Mohammad. *Shoen v. SAC Holding*
12 *Corp.*, 122 Nev. 621, 632, 137 P.3d 1171, 1178 (2006); *Double J, LLC v Cfiance IT*
13 *Investors, LLC*, No. 08-A-562446-B, 2013 WL 7943359, at *2 (Nev. Dist. Ct. July 02, 2013)
14 (“As the Senior Managers of Games, LLC, [Defendants] owed Plaintiffs and other members
15 of Investors, LLC a fiduciary duty to perform their duties in good faith.”); *JPMorgan Chase*
16 *Bank, N.A. v. KB Home*, 632 F. Supp. 2d 1013, 1026 (D. Nev. 2009); *Auriga Capital Corp. v.*
17 *Gatz Properties*, 40 A.3d 839, 850–51 (Del. Ch. 2012) (“It seems obvious that, under
18 traditional principles of equity, a manager of an LLC would qualify as a fiduciary of that LLC
19 and its members.”).

20 42. Mandana owed fiduciary duties, including the duties of care and loyalty, to the
21 other members of Meditex, including to Hamid and Mohammad. *Id.*

22 43. Meditex’s Operating Agreement was a valid and enforceable written contract.

23 44. Hamid, Mohammad, Mr. Safari and Mandana were all parties to the Operating
24 Agreement.

25 45. Mr. Safari and Mandana owed a duty of good faith to Hamid and Mohammad.

26 46. Mr. Safari breached the Operating Agreement by engaging in misconduct,
27 specifically by:

- 1 a. Withdrawing \$224,793.00 from Meditex's bank accounts not for
2 legitimate business purposes.
- 3 b. Engaging in the UT Safety/ SCBA Scheme by which he obtained
4 \$91,700.00
- 5 c. Engaging in the Chamber of Commerce Scheme by which he obtained
6 \$3,500.00.
- 7 d. Engaging in the Turkish Airlines Scheme by which he obtained
8 \$17,982.00.
- 9 e. Diverting funds sent by Hamid and Mohammad by which he obtained
10 \$2,000.00.
- 11 f. Diverting funds sent by Meditex's vendor by which he obtained
12 \$19,975.00.

13 47. Mandana breached the Operating Agreement by engaging in misconduct,
14 specifically by:

- 15 a. Engaging in the UT Safety/ SCBA Scheme by which she obtained
16 \$91,700.00.
- 17 b. Diverting funds sent by Meditex's vendor by which she obtained
18 \$19,975.00.

19 48. Hamid and Mohammad suffered damages as a result in the total amount of
20 \$359,950.00 with respect to Mr. Safari and \$111,675.00 with respect to Mandana as a result
21 of these tortious breaches of the implied covenant of good faith and fair dealing.

22 49. Punitive damages may be awarded in connection with a claim for tortious
23 breach of the implied covenant of good faith and fair dealing. *Hilton Hotels v. Butch Lewis*
24 *Productions*, 109 Nev. 1043, 1046-47, 862 P.2d 1207, 1209 (1993).

25 50. NRS 42.001 defines the following terms: 1. "Conscious disregard" means the
26 knowledge of the probable harmful consequences of a wrongful act and a willful and
27 deliberate failure to act to avoid those consequences. 2. "Fraud" means an intentional
28 misrepresentation, deception or concealment of a material fact known to the person with the

1 intent to deprive another person of his or her rights or property or to otherwise injure another
2 person. 3. "Malice, express or implied" means conduct which is intended to injure a person or
3 despicable conduct which is engaged in with a conscious disregard of the rights or safety of
4 others. 4. "Oppression" means despicable conduct that subjects a person to cruel and unjust
5 hardship with conscious disregard of the rights of the person.

6 51. In breaching their duties of good faith as described above, Mr. Safari and
7 Mandana acted with oppression, fraud or malice, express or implied pursuant to *NRS 42.001*
8 *and 42.005(1)*. Hamid and Mohammad are thus entitled to an award of punitive damages to
9 be assessed against Mr. Safari and Mandana.

10 52. Specifically, these breaches by Mr. Safari and Mandana were undertaken with
11 malice as they were despicable conduct engaged in for their personal enrichment and were
12 engaged in with a conscious disregard of the rights of their partners, Hamid and Mohammad.

13 53. Mr. Safari committed fraud when he made numerous intentional
14 misrepresentations, deceptions and concealments of material facts which were known to him
15 with the intent to deprive Hamid and Mohammad of their property or otherwise injure them
16 by obtaining their money.

17 54. A subsequent proceeding, pursuant to *NRS 42.005(3)*, shall be conducted to
18 determine the amount of punitive damages to be assessed.

19 **Fourth Claim: Unjust Enrichment/Quantum Meruit (Against Safari and**
20 **Mandana)**

21 55. Defendants' recovery on their First Claim for breach of contract rules out their
22 Counterclaim for unjust enrichment/*quantum meruit*.

23 **Fifth Claim: Fraud/ Fraudulent Misrepresentation (Against Safari)**

24 56. A claim for fraud/ fraudulent misrepresentation requires proof of the following
25 elements by a clear and convincing standard: (1) A false representation made by the
26 defendant; (2) defendant's knowledge or belief that its representation was false or that
27 defendant has an insufficient basis of information for making the representation; (3) defendant
28 intended to induce plaintiff to act or refrain from acting upon the misrepresentation; and (4)

1 damage to the plaintiff as a result of relying on the misrepresentation. *Barmettler v. Reno Air,*
2 *Inc.*, 114 Nev. 441, 446–47, 956 P.2d 1382, 1386 (1998).

3 57. Counterclaimants may assert claims for breach of contract and fraud
4 surrounding the contract's execution and performance. ("It is not uncommon to see a plaintiff
5 assert a contractual claim and also a cause of action asserting fraud based on the facts
6 surrounding the contract's execution and performance.... The measure of damages on claims
7 of fraud and contract are often the same." *Topaz Mutual Co. v. Marsh*, 108 Nev. 845, 839
8 P.2d 606 (1992)).

9 58. Several of Mr. Safari's and Mandana's breaches of the operating agreement
10 also constitute fraud.

11 59. Specifically, Mr. Safari made false representations, Mr. Safari knew that the
12 representations were false, and Mr. Safari intended to induce Hamid and/or Mohammad from
13 acting or refraining from acting upon the misrepresentations, with regard to the following:

14 a. Mr. Safari drafted and then sent his partners numerous fake emails
15 from a domain he secretly purchased to impersonate Meditex's vendor's domain
16 (SCBA Sales & Rentals, LLC), which was one letter different, and signed those emails
17 as if they were sent by SCBA Sales & Rentals, LLC.

18 b. Mr. Safari drafted and then sent his partners fake, marked up invoices,
19 which he created to look like Meditex's vendor's invoices.

20 c. Mr. Safari, along with his wife Mandana Zahedi, and sister in law
21 Nooshin Zahedi, formed a shell company, UTSafety, LLC, to act as an intermediary
22 between Meditex and its vendor, SCBA Sales & Rentals. Mr. Safari represented to
23 Hamid and Mohammad that that UTSafety was actually affiliated with SCBA Sales
24 and Rentals, and using them would provide a tax benefit to Meditex, in order to
25 explain why payments should be sent to UTSafety, LLC, instead of SCBA Sales &
26 Rentals directly.

27 d. Mr. Safari, along with his wife Mandana Zahedi, and sister in law
28 Nooshin Zahedi, opened bank accounts for their shell company UTSafety, LLC.

1 Mr. Safari directed Hamid to pay UTSafety, LLC, instead of Meditex's vendor, SCBA
2 Sales & Rentals, and led Hamid to believe that sending payments to UTSafety, LLC
3 was the same as sending them to SCBA Sales & Rentals, when in fact only a portion
4 of those payments were being forwarded on by Mr. Safari to SCBA Sales & Rentals.

5 e. Mr. Safari drafted and then sent his partners fake payment instructions,
6 which he made to look like they came from Meditex's vendor, so that Hamid and
7 Mohammad would send money to the shell company, UTSafety, LLC, instead of the
8 real vendor.

9 f. Mr. Safari instructed his partners, Hamid and Mohammad, to pay the
10 fake, marked up invoices, and instructed them to send the payments to his shell
11 company, UTSafety, LLC.

12 g. Mr. Safari created and then sent Hamid a counterfeit invoice made to
13 look like it was created by Las Vegas Metropolitan Chamber of Commerce, and made
14 to look like he paid \$3,500.00 on behalf of Meditex for membership, but in fact he
15 hadn't.

16 h. Mr. Safari then requested reimbursement for this fake expense

17 i. Mr. Safari improperly withdrew \$224,793.00 from Meditex's accounts
18 while repeatedly telling Hamid and Mohammad the withdrawals were for legitimate
19 business expenses, when they were not, and claiming that supporting documentation
20 would be provided, or was already provided to Meditex's accountant, Eric Lorenz,
21 when it was not.

22 j. Mr. Safari sent seven requests for reimbursement totaling \$17,982.00
23 for expenses he did not incur with regard to Turkish Airlines, and then received and
24 accepted those reimbursements from Hamid, knowing that they were false.

25 k. Mr. Safari told Hamid that the \$40,000.00 down payment from
26 Meditex's customer Naskco had been received into Meditex bank account '4797,
27 when in fact that down payment had been diverted to the personal accounts of
28 Mr. Safari and Mandana.

1 l. Mr. Safari told Hamid and Mohammad that the \$2,000.00 they had sent
2 him to deposit into Meditex's newly opened bank accounts would be deposited, when
3 in fact he never did so.

4 m. Mr. Safari created a fake Certificate and Safety Approval, and forged
5 the signature of Kim Holman on the certificate, and on the accompanying fake email.

6 60. Hamid and Mohammad relied on the misrepresentations, as follows:

7 a. Hamid and Mohammad relied on the counterfeit emails, counterfeit
8 invoices and fake payment instructions provided by Mr. Safari, and sent money to
9 Mr. Safari's shell company, in amounts way larger than actually charged by the
10 vendor, in reliance thereon.

11 b. Hamid relied on the fake Chamber of Commerce invoice, and paid
12 Mr. Safari \$3,500.00 in reliance thereon.

13 c. Hamid relied on Mr. Safari's representations that he had incurred
14 expenses with regard to shipments by Turkish Airlines by signing/ approving seven
15 checks payable to Mr. Safari in the total amount of \$17,982.00.

16 d. Hamid relied on Mr. Safari representation that SCBA Sales and
17 Rentals, LLC had certified the SCBA cylinders for use through the end of 2018 as
18 stated in the fake Certificate and Safety Approval document by approving the sending
19 of the SCBA units to Meditex's customer.

20 61. Hamid and Mohammad were damaged as a result of relying on Mr. Safari's
21 misrepresentations as follows:

22 a. \$91,700.00 related to the misrepresentations surrounding the UT
23 Safety/ SCBA Scheme;

24 b. \$224,793.00 related to the misrepresentations surrounding Mr. Safari's
25 improper withdrawals from Meditex's bank accounts;

26 c. \$3,500.00 related to the misrepresentations surrounding the Chamber of
27 Commerce Scheme;
28

1 d. \$17,982.00 related to the misrepresentations surrounding the Turkish
2 Airlines Scheme;

3 e. \$2,000.00 related to the misrepresentations surrounding Mr. Safari's
4 diversion of funds sent by Hamid and Mohammad to Mr. Safari and intended for
5 Meditex; and,

6 f. \$19,975.00 related to the misrepresentations surrounding Mr. Safari's
7 diversion of funds sent by Meditex's customer.

8 62. The damages for the fraud/ fraudulent misrepresentation claim against
9 Mr. Safari total \$359,950.00.

10 63. Counterclaimants have proven each of these elements by clear and convincing
11 evidence.

12 64. In conducting the schemes described above to obtain money from Hamid and
13 Mohammad, Mr. Safari acted with oppression, fraud or malice, express or implied pursuant to
14 *Nev. Rev. Stat. 42.005(1)*. Hamid and Mohammad are thus entitled to an award of punitive
15 damages to be assessed against Mr. Safari.

16 65. Specifically, these acts of deception by Mr. Safari were undertaken with malice
17 as they were despicable conduct engaged in for his personal enrichment and were engaged in
18 with a conscious disregard of the rights of his partners, Hamid and Mohammad

19 66. Mr. Safari committed fraud when he made numerous intentional
20 misrepresentations, deceptions and concealments of material facts which were known to him
21 with the intent to deprive Hamid and Mohammad of their property or otherwise injure them
22 by obtaining their money.

23 67. A subsequent proceeding, pursuant to *NRS 42.005(3)*, shall be conducted to
24 determine the amount of punitive damages to be assessed.

25 **Sixth Claim: Breach of Fiduciary Duty (Against Safari and Mandana)**

26 68. A claim for breach of fiduciary duty consists of three elements: (1) Defendant
27 owed a fiduciary duty to the plaintiff; (2) Defendant breached that duty; and (3) plaintiff
28

1 sustained damages as a proximate cause of that breach. *Stalk v. Mushkin*, 125 Nev. 21, 28,
2 199 P.3d 838, 843 (2009).

3 69. Mr. Safari owed fiduciary duties, including the duties of care and loyalty, to
4 the other members of Meditex, including to Hamid and Mohammad. *Shoen v. SAC Holding*
5 *Corp.*, 122 Nev. 621, 632, 137 P.3d 1171, 1178 (2006); *Double J, LLC v Cfiange IT*
6 *Investors, LLC*, No. 08-A-562446-B, 2013 WL 7943359, at *2 (Nev. Dist. Ct. July 02, 2013)
7 (“As the Senior Managers of Games, LLC, [Defendants] owed Plaintiffs and other members
8 of Investors, LLC a fiduciary duty to perform their duties in good faith.”); *JPMorgan Chase*
9 *Bank, N.A. v. KB Home*, 632 F. Supp. 2d 1013, 1026 (D. Nev. 2009); *Auriga Capital Corp. v.*
10 *Gatz Properties*, 40 A.3d 839, 850–51 (Del. Ch. 2012) (“It seems obvious that, under
11 traditional principles of equity, a manager of an LLC would qualify as a fiduciary of that LLC
12 and its members.”).

13 70. “The fiduciary duty among partners is generally one of full and frank
14 disclosure of all relevant information for just, equitable and open dealings at full value and
15 consideration. Each partner has a right to know all that the others know, and each is required
16 to make full disclosure of all material facts within his knowledge in anything relating to the
17 partnership affairs. The requirement of full disclosure among partners in partnership business
18 cannot be escaped.... Each partner must ... not deceive another partner by concealment of
19 material facts. 59(A) Am.Jur.2d Partnership § 425 (1987).” *Clark v. Lubritz*, 113 Nev. at
20 1095–96, 944 P.2d at 865 (1997).

21 71. Mr. Safari breached his fiduciary duties to Hamid and Mohammad by:

22 a. Drafting and sending his partners numerous fake emails from a domain
23 he secretly purchased to impersonate Meditex’s vendor’s domain (SCBA Sales &
24 Rentals, LLC), which was one letter different, and signing those emails as if they were
25 sent by SCBA Sales & Rentals, LLC;

26 b. Drafting and then sending his partners fake, marked up invoices, which
27 he created to look like Meditex’s vendor’s invoices;
28

1 c. Forming a shell company, UTSafety, LLC, to act as an intermediary
2 between Meditex and its vendor, SCBA Sales & Rentals;

3 d. Directing his partners pay his shell company, UTSafety, LLC, instead
4 of its vendor, SCBA Sales & Rentals directly;

5 e. Drafting and sending his partners fake payment instructions, which he
6 made to look like they came from Meditex's vendor, so that Hamid and Mohamad
7 would send money to the shell company, UTSafety, LLC, instead of the real vendor;

8 f. Sending payments from Meditex's bank account, and instructing
9 Hamid to pay the fake, marked up invoices, and sending, and instructing Hamid to
10 send the payments to his shell company, UTSafety, LLC;

11 g. Drafting and sending Hamid a counterfeit invoice made to look like it
12 was created by Las Vegas Metropolitan Chamber of Commerce, and seeking and
13 receiving payment thereon;

14 h. Withdrawing \$224,793.00 from Meditex's accounts while repeatedly
15 telling Hamid and Mohammad the withdrawals were for legitimate business expenses,
16 when they were not, and claiming that supporting documentation would be provided,
17 or was already provided to Meditex's accountant, Eric Lorenz, when it was not;

18 i. Seeking payments as reimbursements for expenses he did not incur
19 with regard to Turkish Airlines, and then receiving and accepting those payments from
20 Hamid in the amount of \$17,982.00;

21 j. Telling Hamid that a \$40,000.00 down payment from Meditex's
22 customer Naskco had been received into Meditex bank account '4797, when in fact
23 that down payment had been diverted to the personal accounts of Mr. Safari and
24 Mandana;

25 k. Telling Hamid and Mohammad that the \$2,000.00 they had sent him to
26 deposit into Meditex's newly opened bank accounts would be deposited, when in fact
27 he never did so;

1 I. Creating a fake Certificate and Safety Approval, and forging the
2 signature of Kim Holman on the certificate and on the accompanying fake email,
3 indicating that the products provided to their customer had a long shelf life than they
4 actually had.

5 72. Mandana breached her fiduciary duties to Hamid and Mohammad by:

6 a. Establishing a bank account for a shell company, UTSafety, LLC, to
7 act as an intermediary between Meditex and its vendor, SCBA Sales & Rentals;

8 b. Accepting and spending money from UTSafety, LLC that came from
9 Meditex; and

10 c. Accepting, and not forwarding to Meditex, a \$19,975.00 down payment
11 from Meditex's customer Naskco.

12 73. Punitive damages may be awarded in an action for breach of fiduciary duty.
13 (*Clark v. Lubritz*, 113 Nev. 1089, 1098, 944 P.2d 861, 866-67 (1997) (“[W]e conclude that
14 the breach of fiduciary duty arising from the partnership agreement is a separate tort upon
15 which punitive damages may be based.”))

16 74. In breaching his fiduciary duties as described above, Mr. Safari acted with
17 oppression, fraud or malice, express or implied pursuant to *Nev. Rev. Stat. 42.005(1)*. Hamid
18 and Mohammad are thus entitled to an award of punitive damages to be assessed against
19 Mr. Safari.

20 75. Specifically, these acts of deception by Mr. Safari were undertaken with malice
21 as they were despicable conduct engaged in for his personal enrichment and were engaged in
22 with a conscious disregard of the rights of his partners, Hamid and Mohammad.

23 76. Mr. Safari committed fraud when he made numerous intentional
24 misrepresentations, deceptions and concealments of material facts which were known to him
25 with the intent to deprive Hamid and Mohammad of their property or otherwise injure them
26 by obtaining their money.

27 77. A subsequent proceeding, pursuant to *NRS 42.005(3)*, shall be conducted to
28 determine the amount of punitive damages to be assessed.

1 78. The damages for the breach of fiduciary duties claim against Mr. Safari total
2 \$379,975.00.

3 79. The damages for the breach of fiduciary duties claim against Mandana total
4 \$111,675.00.

5 **Seventh Claim: Aiding and Abetting Breach of Fiduciary Duty (Against Nooshin**
6 **Zahedi)**

7 80. The claim of aiding and abetting requires the following four elements: (1) a
8 fiduciary relationship exists, (2) the fiduciary breached the fiduciary relationship, (3) the third
9 party knowingly participated in the breach, and (4) the breach of the fiduciary relationship
10 resulted in damages. *In re Amerco Derivative Litig.*, 127 Nev. 196, 225, 252 P.3d 681, 702
11 (2011).

12 81. Mr. Safari owed fiduciary duties, including the duties of care and loyalty, to
13 the other members of Meditex, including to Hamid and Mohammad. *Shoen v. SAC Holding*
14 *Corp.*, 122 Nev. 621, 632, 137 P.3d 1171, 1178 (2006); *Double J, LLC v Cfiange IT*
15 *Investors, LLC*, No. 08-A-562446-B, 2013 WL 7943359, at *2 (Nev. Dist. Ct. July 02, 2013)
16 (“As the Senior Managers of Games, LLC, [Defendants] owed Plaintiffs and other members
17 of Investors, LLC a fiduciary duty to perform their duties in good faith.”); *JPMorgan Chase*
18 *Bank, N.A. v. KB Home*, 632 F. Supp. 2d 1013, 1026 (D. Nev. 2009); *Auriga Capital Corp. v.*
19 *Gatz Properties*, 40 A.3d 839, 850–51 (Del. Ch. 2012) (“It seems obvious that, under
20 traditional principles of equity, a manager of an LLC would qualify as a fiduciary of that LLC
21 and its members.”).

22 82. Mr. Safari and Mandana breached their fiduciary duties to Hamid and
23 Mohammad, as noted and listed above with regard to the Sixth Claim.

24 83. Nooshin knowingly participated in the breaches with respect to the UTSafety/
25 SCBA Scheme by:

- 26 a. Forming UTSafety, LLC;
- 27 b. Serving as UTSafety’s sole member and manager;
- 28 c. Establishing bank accounts for UTSafety, LLC;

1 d. Adding Mr. Safari and Mandana as signers on UTSafety's bank
2 accounts; and

3 e. Accepting money from UTSafety, LLC without working for or
4 providing any services to UTSafety, LLC.

5 84. The breaches of fiduciary duties resulted in \$91,700.00 in damages to Hamid
6 and Mohammad.

7 85. Punitive damages may be awarded in an action for aiding and abetting the
8 breach of fiduciary duty.

9 86. In aiding and abetting Mr. Safari and Mandana's fiduciary duties, Nooshin
10 acted with oppression, fraud or malice, express or implied pursuant to *Nev. Rev. Stat.*
11 *42.005(1)*. Hamid and Mohammad are thus entitled to an award of punitive damages to be
12 assessed against Nooshin.

13 87. Nooshin acted with oppression, fraud or malice, express or implied, pursuant
14 to *NRS 42.005(1)*.

15 88. A subsequent proceeding, pursuant to *NRS 42.005(3)*, shall be conducted to
16 determine the amount of punitive damages to be assessed.

17 **Eighth Claim: Civil Conspiracy (Against Safari, Mandana, and Nooshin)**

18 89. A claim for civil conspiracy requires two elements: [1] Actionable civil
19 conspiracy arises where two or more persons undertake some concerted action with the intent
20 "to accomplish an unlawful objective for the purpose of harming another," and [2] damage
21 results. *Consol. Generator-Nevada, Inc. v. Cummins Engine Co.*, 114 Nev. 1304, 1311, 971
22 P.2d 1251, 1256 (1998).

23 90. A plaintiff must provide evidence of an explicit or tacit agreement between the
24 alleged conspirators. *Guilfoyle v. Olde Monmouth Stock Transfer Co.*, 130 Nev. 801, 813,
25 335 P.3d 190, 198 (2014).

26 91. Mr. Safari, Nooshin and Mandana undertook the UTSafety/ SCBA Scheme
27 with the intent to accomplish an unlawful object for the purpose of harming another.
28 Specifically, they:

1 a. Forming a shell company, UTSafety, LLC, to act as an intermediary
2 between Meditex and its vendor, SCBA Sales & Rentals;

3 b. Forming UTSafety, LLC in the name of Nooshin, with Nooshin as the
4 sole member and manager, though she had no involvement with Meditex;

5 c. Establishing bank accounts for UTSafety, LLC, on which Nooshin,
6 Mandana and Mr. Safari, and only them, had full access;

7 d. Accepting large amounts of wire transfers from Meditex into
8 UTSafety's accounts; and

9 e. Withdrawing, spending, and transferring to personal account large
10 amounts of money, specifically \$91,700.00, which was sent by Hamid and Meditex to
11 UTSafety, LLC for the purpose of paying Meditex's vendor, SCBA Sales & Rentals.

12 92. Since Hamid and Mohammad were the sole funders/ contributors to Meditex,
13 these concerted actions were with the purpose of harming Hamid and Mohammad.

14 93. Damages to Hamid and Mohammad in the amount of \$91,700.00 resulted from
15 these concerted actions.

16 94. By forming UTSafety, LLC, signing its governing documents, and signing the
17 bank formation documents, as well as spending and withdrawing money from UTSafety's
18 bank accounts, there is ample evidence of an explicit agreement between Mr. Safari, Nooshin
19 and Mandana.

20 **Ninth Claim: Concert of Action (Against Safari and Mandana) – Abandoned by**
21 **Counterclaimants**

22 **Tenth Claim: Constructive Fraud (Against Safari and Mandana)**

23 95. "Constructive fraud is the breach of some legal or equitable duty which,
24 irrespective of moral guilt, the law declares fraudulent because of its tendency to deceive
25 others or to violate confidence." *Exec. Mgmt., Ltd. v. Ticor Title Ins. Co.*, 114 Nev. 823, 841,
26 963 P.2d 465, 477 (1998), citing *Long v. Towne*, 98 Nev. 11, 13, 639 P.2d 528, 529-30
27 (1982).
28

1 96. “Constructive fraud may arise when there has been ‘a breach of duty arising
2 out of a fiduciary or confidential relationship.’” *Id.*

3 97. The elements for Constructive Fraud are: (1) The defendant owed a legal or
4 equitable duty to the plaintiff arising from a fiduciary or confidential relationship; (2) the
5 defendant breached that duty by misrepresenting or concealing a material fact; and (3) the
6 plaintiff sustained damages due to the defendant’s breach. *Id.*

7 98. Mr. Safari and Mandana owed fiduciary duties to the other members of
8 Meditex, including Hamid and Mohammad.

9 99. Mr. Safari breached those duties by misrepresenting or concealing material
10 facts, including:

11 a. Drafting and sending his partners numerous fake emails from a domain
12 he secretly purchased to impersonate Meditex’s vendor’s domain (SCBA Sales &
13 Rentals, LLC), which was one letter different, and signing those emails as if they were
14 sent by SCBA Sales & Rentals, LLC;

15 b. Drafting and then sending his partners fake, marked up invoices, which
16 he created to look like Meditex’s vendor’s invoices;

17 c. Forming a shell company, UTSafety, LLC, to act as an intermediary
18 between Meditex and its vendor, SCBA Sales & Rentals;

19 d. Not informing his partners that UTSafety, LLC was owned/ controlled
20 by Mr. Safari and Nooshin;

21 e. Not informing his partners that Mr. Safari, Mandana and Nooshin
22 owned and controlled UTSafety, LLC bank accounts;

23 f. Directing his partners pay his shell company, UTSafety, LLC, instead
24 of its vendor, SCBA Sales & Rentals directly;

25 g. Drafting and sending his partners fake payment instructions, which he
26 made to look like they came from Meditex’s vendor, so that Hamid and Mohamad
27 would send money to the shell company, UTSafety, LLC, instead of the real vendor;
28

1 h. Sending payments from Meditex's bank account, and instructing
2 Hamid to pay the fake, marked up invoices, and sending, and instructing Hamid to
3 send the payments to his shell company, UTSafety, LLC;

4 i. Drafting and sending Hamid a counterfeit invoice made to look like it
5 was created by Las Vegas Metropolitan Chamber of Commerce, and seeking and
6 receiving payment thereon;

7 j. Withdrawing \$224,793.00 from Meditex's accounts while repeatedly
8 telling Hamid and Mohammad the withdrawals were for legitimate business expenses,
9 when they were not, and claiming that supporting documentation would be provided,
10 or was already provided to Meditex's accountant, Eric Lorenz, when it was not;

11 k. Seeking payments as reimbursements for expenses he did not incur
12 with regard to Turkish Airlines, and then receiving and accepting those payments from
13 Hamid in the amount of \$17,982.00;

14 l. Telling Hamid that a \$40,000.00 down payment from Meditex's
15 customer Naskco had been received into Meditex bank account '4797, when in fact
16 that down payment had been diverted to the personal accounts of Mr. Safari and
17 Mandana;

18 m. Telling Hamid and Mohammad that the \$2,000.00 they had sent him to
19 deposit into Meditex's newly opened bank accounts would be deposited, when in fact
20 he never did so; and

21 n. Creating a fake Certificate and Safety Approval, and forging the
22 signature of Kim Holman on the certificate and on the accompanying fake email,
23 indicating that the products provided to their customer had a longer shelf life than they
24 actually had.

25 100. Mandana breached those duties by misrepresenting or concealing material
26 facts, including:

27 a. Establishing a bank account for a shell company, UTSafety, LLC, to
28 act as an intermediary between Meditex and its vendor, SCBA Sales & Rentals;

- 1 b. Not informing her partners that Mr. Safari, Mandana and Nooshin
2 owned and controlled UTSafety, LLC bank accounts;
3 c. Accepting and spending money from UTSafety, LLC that came from
4 Meditex; and
5 d. Accepting, and not forwarding to Meditex, a \$19,975.00 down payment
6 from Meditex's customer Naskco.

7 101. Hamid and Mohammad sustained damages due to the defendant's breaches as
8 follows:

- 9 a. \$379,975.00 as a result of Mr. Safari's breaches; and
10 b. \$111,675.00 as a result of Mandana's breaches.

11 **Eleventh Claim: Accounting**

12 102. A cause of action for an accounting requires a showing that a relationship
13 exists between the plaintiff and defendant that requires an accounting, and that some balance
14 is due the plaintiff that can only be ascertained by an accounting. *Brea v. McGlashan*, 3
15 Cal.App.2d 454, 460, 39 P.2d 877 (1934).

16 103. A fiduciary relationship existed between the members of Meditex, including
17 Hamid, Mohammad, Mr. Safari and Mandana.

18 104. Based on the evidence presented at trial, Mr. Safari was to account for the
19 following amounts:

- 20 a. \$224,793.00 withdrawn from Meditex's bank accounts;
21 b. \$91,700.00 obtained utilizing UTSafety, LLC;
22 c. \$3,500.00 he obtained utilizing the fake Chamber of Commerce
23 Invoice;
24 d. \$17,982.00 he obtained utilizing the Turkish Airlines Scheme;
25 e. \$19,975.00 he obtained from Meditex's customer; and,
26 f. \$2,000.00 he obtained from Hamid and Mohammad that was supposed
27 to be deposited into Meditex's bank accounts.
28

1 105. Mr. Safari failed to account for those amounts, and thus owes a total of
2 \$359,950.00 based on an accounting.

3 106. Based on the evidence presented at trial, Mandana was to account for the
4 following amounts:

- 5 a. \$91,700.00 obtained utilizing UTSafety, LLC; and,
6 b. \$19,975.00 she obtained from Meditex's customer.

7 107. Mandana failed to account for those amounts, and thus owes a total of
8 \$111,675.00 based on an accounting.

9 **Breakdown of Damages**

10 108. Damages Assessed Against Mr. Safari.

- 11 a. \$224,793.00 for improper and unapproved distributions;
12 b. \$91,700.00 for the UTSafety/ SCBA Scheme;
13 c. \$3,500.00 for the Chamber of Commerce Scheme;
14 d. \$17,982.00 for the Turkish Airlines Scheme;
15 e. \$42,000.00 for diverted customer payments and contributions;
16 f. \$10,000.00 for spare parts; and
17 g. \$15,500.00 for unrepaid personal loans from Hamid.

18 TOTAL \$405,475.00

19 109. Damages Assessed Against Mandana:

- 20 a. \$91,700.00 for the UTSafety/ SCBA Scheme; and
21 b. \$19,975.00 for diverted customer payments and contributions.

22 TOTAL \$111,675.00

23 110. Damages Assessed Against Nooshin:

- 24 a. \$91,700.00 for the UTSafety/ SCBA Scheme.

25 Any of the foregoing conclusions of law that are more properly characterized as
26 findings of fact, shall be so characterized.

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JUDGMENT

This action came on for trial before the Court, Honorable Mark R. Denton, District Court Judge, presiding, and the issues having been duly tried, and the Court having made its foregoing Findings of Fact and Conclusions of Law,

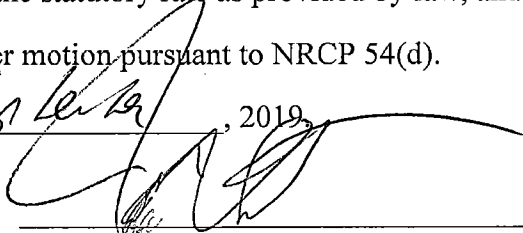
NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiffs take nothing on their claims against Defendants, and that Plaintiffs' claims be, and hereby are, dismissed on the merits; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Counterclaimants Hamid Mojtaheed and Mohammad Mojtaheed recover from the Counterdefendant Parviz Safari a.k.a. Aidan Davis the sum of \$405,475.00, with interest thereon at the statutory rate as provided by law, and their costs incurred; that attorneys' fees may be sought per motion pursuant to NRCP 54(d); and that a subsequent proceeding, pursuant to *NRS 42.005(3)*, shall be conducted to determine the amount of punitive damages to be assessed; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Counterclaimants Hamid Modjtahed and Mohammad Mojtaheed recover from the Counterdefendant Mandana Zahedi the sum of \$111,675.00, with interest thereon at the statutory rate as provided by law, and their costs incurred. Attorneys' fees may be sought per motion pursuant to NRCP 54(d) and that a subsequent proceeding, pursuant to *NRS 42.005(3)*, shall be conducted to determine the amount of punitive damages to be assessed.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Default having been entered against counter-defendant Nooshin Zahedi on June 14, 2019, Counterclaimants Hamid Modjtahed and Mohammad Mojtaheed recover from the Counterdefendant Nooshin Zahedi the sum of \$91,700.00 with interest thereon at the statutory rate as provided by law, and their costs incurred. Attorneys' fees may be sought per motion pursuant to NRCP 54(d).

DATED this 27th day of September, 2019.



Judge, Eighth Judicial District Court
In and for Clark County, Nevada

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CERTIFICATE

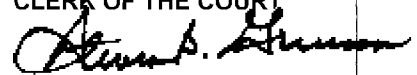
I hereby certify that on or about the date filed, and as a courtesy not comprising formal written notice of entry, this document was e-served or a copy of this document was placed in the attorney's folder in the Clerk's Office or mailed to:

FLAHIVE & ASSOCIATES, LTD.
Attn: Andrew Scott Flahive, Esq.

KOLESAR & LEATHAM
Attn: Jonathan D. Blum, Esq.



LORRAINE TASHIRO
Judicial Executive Assistant
Dept. No. XIII



1 **NEO**

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sfleming@klnevada.com

7 *Attorneys for Defendants, Counter-Claimants*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 * * *

11 PARVIZ SAFARI and MANDANA ZAHEDI,
12 individually and on behalf of MEDITEX, LLC,
a Nevada limited liability company,

13 Plaintiff,

14 vs.

15 HAMID MODJTAHED, an individual;
16 MOHAMMAD MOJTAHED, an individual;
17 ALI MOJTAHED, an individual; DOES I
through X; and ROE CORPORATIONS I
through X, inclusive,

18 Defendants.

CASE NO. A-15-729030-B

DEPT NO. XIII

**NOTICE OF ENTRY OF FINDINGS
OF FACT CONCLUSIONS OF LAW
AND JUDGMENT**

19 HAMID MODJTAHED, individually and
20 derivatively on behalf of MEDITEX, LLC, a
Nevada limited liability company;
21 MOHAMMAD MOJTAHED, individually and
derivatively on behalf of MEDITEX, LLC, a
22 Nevada limited liability company,

23 Counter-Claimants,

24 vs.

25 PARVIZ SAFARI, an individual; MANDANA
ZAHEDI, an individual; NOOSHIN ZAHEDI,
an individual; UTSAFETY, LLC, a Utah
26 limited liability company; DOES I through X;
and ROE CORPORATIONS I through X,
27 inclusive,

28 Counter-Defendants.

KOLESAR & LEATHAM

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NOTICE OF ENTRY OF FINDINGS OF FACT CONCLUSIONS OF LAW AND JUDGMENT

Please take notice that a Findings of Fact Conclusions of Law and Judgment was entered with the above Court on the 27th day of September, 2019, a copy of which is attached hereto as

Exhibit 1.

DATED this 30th day of September, 2019.

KOLESAR & LEATHAM

By

JONATHAN D. BLUM, ESQ.

Nevada Bar No. 009515

SCOTT D. FLEMING, ESQ.

Nevada Bar No. 005638

400 South Rampart Boulevard, Suite 400

Las Vegas, Nevada 89145

Attorneys for Defendants, Counter-Claimants

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Kolesar & Leatham, and that on the 30th day of September, 2019, I caused to be served a true and correct copy of foregoing **NOTICE OF ENTRY OF FINDINGS OF FACT CONCLUSIONS OF LAW AND JUDGMENT** in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by that Court's facilities to those parties listed on the Court's Master Service List.

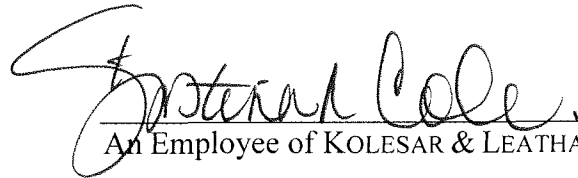

An Employee of KOLESAR & LEATHAM

EXHIBIT 1

**DISTRICT COURT
CLARK COUNTY, NEVADA**

* * *

PARVIZ SAFARI and MANDANA ZAHEDI,
individually and on behalf of MEDITEX, LLC,
a Nevada limited liability company,
Plaintiff,

CASE NO. A-15-729030-B

DEPT NO. XIII

vs.

**FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
JUDGMENT**

HAMID MODJTAHED, an individual;
MOHAMMAD MOJTAHED, an individual;
ALI MOJTAHED, an individual; DOES I
through X; and ROE CORPORATIONS I
through X, inclusive,

Defendants.

HAMID MODJTAHED, individually and
derivatively on behalf of MEDITEX, LLC, a
Nevada limited liability company;
MOHAMMAD MOJTAHED, individually and
derivatively on behalf of MEDITEX, LLC, a
Nevada limited liability company,

Counter-Claimants,

vs.

PARVIZ SAFARI, an individual; MANDANA
ZAHEDI, an individual; NOOSHIN ZAHEDI,
an individual; UTSAFETY, LLC, a Utah
limited liability company; DOES I through X;
and ROE CORPORATIONS I through X,
inclusive,

Counter-Defendants.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT

This matter came before the Court for Trial on multiple dates, beginning on May 21, 2019 and having been completed on August 7, 2019. Andrew Scott Flahive, Esq. of Flahive & Associates, Ltd. appeared on behalf of the Plaintiffs/Counter-Defendants, and Jonathan D. Blum, Esq. of Kolesar & Leatham appeared on behalf of the Defendants/Counter-Claimants and

1 The Court, having considered the papers and pleadings on file, the testimony of
2 witnesses and other evidence adduced, and the oral and written arguments of counsel, hereby
3 makes its Findings of Fact and Conclusions of Law and enters Judgment as follows:

4 **FINDINGS OF FACT**

5 **Re Plaintiffs' Claims**

6 1. In 2013 and 2014 Meditex, LLC, a Nevada limited liability company
7 comprised of Parviz Safari, Mandana Zahedi, Hamid Mojtahed, and Mohammed Mojtahed,
8 each having twenty-five percent (25%) membership, made a series of sales of nutritional
9 supplements to its customer in Iran, Ganjineh Salamat Pasargard ("GSP").

10 2. GSP paid Meditex for the supplements via four (4) wire transfers in 2013 and
11 seven (7) wire transfers in 2014. Outgoing wires from GSP: *Exhibit J151: GSP0068 - 0070;*
12 *Exhibit J152: GSP0071-0076;* Incoming wires into Meditex's account: *Exhibit 639:*
13 *MEDITEX00711; Exhibit 639: MEDITEX00719; Exhibit 640: MEDITEX00757; Exhibit 640:*
14 *MEDITEX00777; Exhibit 640: MEDITEX00798; Exhibit 640: MEDITEX00815; Exhibit 640:*
15 *MEDITEX00841; Exhibit 641: MEDITEX00851.*

16 3. Meditex received approximately \$911,000.00 from those wire transfers. *Id.*
17 *and Exhibit 851: GSP005.*

18 4. The payments Meditex received from GSP correspond to the GSP purchase
19 orders which also correspond to the proforma invoices issued by Parviz Safari (aka Aiden
20 Davis, Aidan Davis) ("Mr. Safari"). *Id.* and *Exhibit J147:GSP0058-60; Exhibit J148:*
21 *GSP0062-63; Exhibit J12: MEDITEX001679-1680, MEDITEX001681- MEDITEX001682;*
22 *Exhibit J152: GSP0071, GSP0073, GSP0074.*

23 5. Meditex did not charge GSP, or expect to be paid, more than \$911,000.00 for
24 the supplements ordered by GSP.

25 6. GSP did not agree to pay Meditex more than \$911,000.00 for the supplements
26 it ordered.

27 7. The only amounts GSP agreed to pay Meditex were the three purchase orders
28 issued by GSP. *Exhibit J147:GSP0058-60.*

1 8. The first order was placed by GSP in August, 2013, several months before the
2 first shipment in January, 2014. *Exhibit J146: GSP0008 and J147:GSP0057.*

3 9. GSP did not agree to pay an amount higher than reflected in the purchase
4 orders.

5 10. Meditex placed orders with its supplement vendor, Nutralab, in accordance
6 with the GSP purchase orders and Meditex's corresponding proforma invoices. *Exhibit J41:*
7 *MEDITEX002443; Exhibit J42: MEDITEX002453 and Exhibit J42 MEDITEX002457.*

8 11. The types and quantities of supplements Meditex should order from its vendor
9 Nutralab to fill GSP's orders were derived from the GSP purchase orders.

10 12. Meditex made payments to its supplement vendor, Nutralab, after receiving
11 down payments from GSP, in accordance with the purchase orders and corresponding
12 proforma invoices. *Exhibit 640: MEDITEX00777, MEDITEX00779, MEDITEX00798,*
13 *MEDITEX00800.*

14 13. GSP did not pay more than \$911,000.00 for the supplements it ordered.

15 14. No more than the \$911,000.00 was received into Meditex's bank account for
16 the supplement orders.

17 15. Mr. Safari admitted at trial that he had no evidence that Meditex, Hamid or
18 Mohammad received more than the \$911,000.00 received into Meditex's bank account. *Trial*
19 *Transcript, May 23, 2019, page 43, lines 4-13 ("I don't know where is this money. Who kept*
20 *this money."); Trial Transcript June 21, 2019, page 82, line 10 to page 84, line 12. ("Q Okay.*
21 *So you have no evidence of that; correct? A I can't give any evidence from Iran.").*

22 16. The only evidence offered by Mr. Safari in support of his claim is a series of
23 invoices he produced, which he claims accompanied the shipments, which reflect amounts
24 two to three times more than GSP's purchase orders and the other invoices produced in this
25 case. However, these do not appear to be "to be paid" invoices, based on the following:

26 a. GSP's payments began in 2013, months before the first shipment in
27 January, 2014, and months before the first of these invoices was issued. *Exhibit 5:*
28

1 ASD00377 (invoice dated January 9, 2014); Exhibit 639: MEDITEX00711 (first
2 payment received August 30, 2013).

3 b. The charges do not correspond with any of the other documents
4 regarding price, including those drafted and sent by Mr. Safari; Exhibit J12:
5 MEDITEX001679-1680; Exhibit J12: MEDITEX001694-1695; Exhibit J147:
6 GSP0060; Exhibit J148: GSP0062; J12: MEDITEX001681-1682; Exhibit J147:
7 GSP0059; Exhibit J148: GSP0063.

8 c. The proffered invoices reflect that the charges were 100% paid or
9 prepaid, indicating that Meditex was not awaiting further payments. Exhibit 5:
10 ASD000377; Exhibit 6: ASD000382; Exhibit 8: ASD000393; Exhibit 10: ASD000400;
11 Exhibit 11: ASD000404.

12 d. The proffered invoices are not supported by any confirmation or order
13 from GSP in those amounts.

14 e. Mr. Safari testified that the proffered invoices were not sent by any
15 means one would expect when conducting international trade, such as fax or email,
16 prior to the shipments, and were only sent with the cargo itself, by enclosing them in a
17 pouch with the shipments themselves. Testimony of Mr. Safari. June 21, page 59: 7-
18 17 and Page 145 Line 14-21. According to Plaintiff's witness, James McEwan, the
19 prices and terms would be exchanged in advance of the shipment, and the key
20 commercial documents would not only be sent accompanying the cargo itself.
21 Testimony of James McEwan.

22 f. Mr. Safari presented no evidence that he ever raised the issue of lack of
23 payment or insufficient payments by GSP with his partners, with GSP directly, or with
24 anyone else, from 2013 through the filing of the Complaint.

25 g. Mr. Safari's emails and communications to his partners, and to
26 Meditex's CPA, as well as his handwritten, contemporaneous notes are consistent and
27 confirm the prices (in dollars) charged by Meditex, and his awareness thereof, which
28 are significantly less than the amounts he claimed at trial were charged by Meditex.

1 *Exhibit J11: MEDITEX001674; Exhibit J12: MEDITEX001676-1682; Exhibit J12:*
2 *MEDITEX001689-1695; Exhibit J53: MEDITEX003031-3032; Exhibit J54:*
3 *MEDITEX003211-003213, testimony of Meditex's CPA, Eric Lorenz.*

4 h. Mr. Safari did not object, and continued to authorize shipments to GSP
5 throughout 2014, for ten (10) months after the date of GSP's claimed lack of full
6 payment, which he claims occurred on the first shipment in January, 2014.

7 i. Mr. Safari sat down with Meditex's accountants on March 3, 2014 to
8 discuss the supplement purchase and sales prices. The documents he presented to the
9 accountant confirm the prices, in US dollars, reflected on the emails, proforma
10 invoices, and purchase orders, which are not consistent with the inflated prices on the
11 commercial invoices. *Exhibit J53: MEDITEX003031-3033; Testimony of Mr. Safari,*
12 *June 21, page 72, line 12 to page 73, line 3; testimony of Eric Lorenz.*

13 j. Mr. Safari confirmed with Meditex's accountants in April, 2015 that, as
14 of December, 31, 2014, Meditex did not expect any further payments from GSP.
15 *Exhibit J54: MEDITEX003211 – 003213; testimony of Eric Lorenz.*

16 k. The profit margins of approximately 300 percent are not consistent
17 with other documents exchanged between the partners, including those drafted by
18 Mr. Safari, discussing expected profits. *Exhibit J11: MEDITEX001674; Exhibit J74:*
19 *MEDITEX003420-003421.*

20 17. Documents accompanying shipments, such as Airway Bills, can reflect higher
21 amounts than the amounts actually charged or expected to be paid. *Testimony of Plaintiffs'*
22 *witness, James McEwan.*

23 18. Documents accompanying shipments can be used for insurance and customs
24 purposes. *Testimony of James McEwan, Testimony of Mr. Safari, June 21, 2019, page 25,*
25 *lines 16-18.*

26 19. In international transactions, the buyer often needs documentation for
27 insurance purposes reflecting retail, not wholesale, prices. *Testimony of James McEwan.*
28

1 20. In international transactions, the amounts to be charged and paid are negotiated
2 before shipments occur, and the purchase order is typically the document used to reflect this
3 amount. *Testimony of Plaintiffs' witness, James McEwan.*

4 21. Even if the proffered invoices reflect amounts charged by Meditex, at most
5 they suggest that GSP owed or owes Meditex money, but the invoices alone do not support
6 the contention that Hamid or Mohammad received additional money from GSP, for which no
7 evidence was presented.

8 22. Plaintiffs alleged that Meditex received money in the course of conducting
9 business which was never distributed to Plaintiffs. However, Plaintiffs presented no evidence
10 that Hamid or Mohammad improperly received any money, whether by distribution or
11 otherwise, from Meditex.

12 23. Meditex's tax returns reflect that the company was profitable during 2012 and
13 2013. However, Plaintiffs presented no evidence that Defendants improperly received any
14 such profit, or that Defendants received any distributions of profit whatsoever.

15 **Counterclaimants' Counterclaims**

16 **General**

17 24. Hamid Modjtahed ("Hamid"), Mohammad Mojtaheh ("Mohammad") (Hamid
18 and Mohammad are referred to as "Defendants" or "Counterclaimants"), Parviz Safari aka
19 Aidan Davis ("Mr. Safari") and Mandana Zahedi ("Mandana") (collectively, the "Parties")
20 formed Meditex, LLC, a Nevada limited liability company, ("Meditex") in August, 2010.

21 25. Nooshin Zahedi ("Nooshin") is the sister of Mandana and the sister in law of
22 Mr. Safari (Mr. Safari, Mandana and Nooshin are referred to as "Counterdefendants").

23 26. Nooshin had no ownership interest, or role whatsoever, in Meditex. *Exhibit*
24 *688. Testimony of Nooshin Zahedi, via December 1, 2017 deposition read at trial, page 31,*
25 *line 25 – page 32:5.*

26 27. The Parties signed an operating agreement for Meditex, LLC dated April 7,
27 2011. *Exhibit 688.*

1 28. Section 6.3 of the Operating Agreement states, in part, "Distributions to the
2 Members shall only be made pursuant to an affirmative vote in interest of the LLC Members.
3 The resolution attesting to the affirmative vote in interest of the LLC Members shall state the
4 amounts and dates of distribution to each member...." *Exhibit 688: MEDITEX 002327.*

5 29. The Parties agreed that each of them were to be 25 percent member/ managers
6 of Meditex. *Exhibit 688: MEDITEX 002323, 002325.*

7 30. Meditex purchased goods in North America, and sold them for a profit
8 overseas.

9 31. The goods Meditex sold included medical equipment, industrial safety
10 equipment, and nutritional supplements.

11 32. Mr. Safari was the tax matters member pursuant to Meditex's Operating
12 Agreement. *Exhibit 688: MEDITEX002325.*

13 33. Mr. Safari retained Ovist & Howard, CPAs to prepare their tax returns on
14 behalf of Meditex for 2011, 2012, 2013 and 2014. *Exhibit 718: MEDITEX002854.*

15 34. Mr. Safari served as Meditex's sole representative with regard to all
16 communications with Ovist & Howard. Mr. Safari was the only member/ manager of
17 Meditex to have contact with Ovist & Howard, and answered all tax-related questions posed
18 by Ovist & Howard. *Testimony of Eric Lorenz.*

19 35. Mr. Safari was the only member/ manager to review and sign Meditex's tax
20 returns. *Exhibit 734: MEDITEX003308; Exhibit 735: MEDITEX003309; Exhibit 736:*
21 *MEDITEX003310; Exhibit 731: MEDITEX003303.*

22 36. The Meditex tax returns contain numerous errors, all of which were based on
23 documents, or explanations of documents, provided by Mr. Safari to Ovist and Howard. Such
24 errors include:

25 a. Not giving Hamid credit for contributions he made to Meditex. *Exhibit*
26 *J-52: MEDITEX002864, MEDITEX002866; Exhibit 805: MEDITEX005407.*

1 b. Not giving Mohammad credit for contributions he made to Meditex.
2 *Exhibit 802: MEDITEX005357; Exhibit 803: MEDITEX005379; Exhibit 804:*
3 *MEDITEX005381.*

4 c. Overstating or falsifying costs and expenses to Meditex. *Exhibit J52:*
5 *MEDITEX002982; Exhibit J52: MEDITEX002986-2988; Exhibit 637:*
6 *MEDITEX00471, MEDITEX00505, MEDITEX00511; MEDITEX00550; Exhibit 639:*
7 *MEDITEX00674-00675; Exhibit 639: MEDITEX00684-00685; Exhibit 639:*
8 *MEDITEX00756.*

9 37. Mandana was unemployed during the years Meditex was operating, from
10 2010-2015.

11 38. Mr. Safari had no other employment, and was reliant on his income from
12 Meditex from 2011-2015.

13 39. Meditex was solely funded by contributions from Hamid and Mohammad.

14 40. Mr. Safari and Mandana contributed no capital to Meditex.

15 41. Despite the numerous errors in the Meditex tax returns, which understated
16 Mr. Safari's distributions to himself, overstated expenses actually incurred by Meditex, and
17 understated the contributions of Hamid and Mohammad, the Members' Capital Accounts still
18 reflected large positive balances for Hamid and Mohammad, and negative balances for
19 Mr. Safari and Mandana. *Exhibit 716: MEDITEX002692; Exhibit 687: MEDITEX002239;*
20 *Exhibit 715: MEDITEX002642.*

21 **Mr. Safari's Withdrawals from Meditex's Bank Accounts**

22 42. The Operating Agreement required an affirmative vote by the LLC members
23 for any distribution to members. *Exhibit 688: MEDITEX002327.*

24 43. Mr. Safari opened Chase Bank account '4797 on behalf of Meditex, but only
25 listed himself and Mandana as signers; Hamid and Mohamad had no access to that account.
26 *Exhibit 669: MEDITEX002082-2084.*

27 44. In 2011, through dozens of ATM and branch withdrawals, Mr. Safari withdrew
28 \$11,845.00 from Meditex's Chase Bank account ending in '4797. *Exhibit 669:*

1 *MEDITEX002045, 2047, 2049, 2051 – 2052, 2056, 2058, 2063, 2067, 2069, 2072, 2074,*
2 *Demonstrative Exhibit B1, and the expert testimony of Kevin Kirkendall.*

3 45. From June, 2011 through January, 2015, through dozens of transactions,
4 Mr. Safari spent \$2,595.00 using his Meditex debit card. *Exhibit 637: MEDITEX000465;*
5 *476, 488, 503, 508, 515, 521, 526, 539; Exhibit 638: MEDITEX000552, 553, 562, 573, 583,*
6 *592, 604, 612, 620, 630, 637; Exhibit 639: MEDITEX000649, 677, 697, 705, 711, 737, 749;*
7 *Exhibit 640: MEDITEX000768, 778, 799; Exhibit 641: MEDITEX000867; Exhibit 669:*
8 *MEDITEX002056, 2058, 2063, 2072, 2074; Exhibit 670: MEDITEX002047; Exhibit 671:*
9 *MEDITEX002067, 2069, Demonstrative Exhibit B3, and the expert testimony of Kevin*
10 *Kirkendall.*

11 46. From January, 2011 through March, 2014, through dozens of ATM, branch
12 withdrawals, and self-written checks, Mr. Safari withdrew \$243,567.00 from Meditex's Chase
13 Bank account ending in '1429. *Exhibit 637: MEDITEX00453, 457, 465, 474, 476, 484, 488,*
14 *498 – 500, 505, 511-512, 516, 519 – 521, 526, 535-537, 539, 550; Exhibit 638:*
15 *MEDITEX000553, 558 – 560, 562, 571, 573, 583, 591, 593, 604, 607-608, 612, 615 – 618,*
16 *620, 625 – 628, 630, 633 – 635, 637 – 638, 643 – 647; Exhibit 639: MEDITEX000650, 674 –*
17 *675, 684 – 687, 702 – 703, 725, 735, 744, 746 – 747, 756; Exhibit 640: MEDITEX000764 –*
18 *769, 773 – 774, 776, 793 – 794, 796, 799, 804, 822, 825, 832 – 833, 849; Exhibit 641:*
19 *MEDITEX000852, 863, 879, 883, Demonstrative Exhibit B3, and the expert testimony of*
20 *Kevin Kirkendall.*

21 47. Of these withdrawals of \$258,008.00 in company funds, only \$33,215.00 was
22 reimbursement for legitimate Meditex business expenses, the largest portion of which was
23 office rent. *Demonstrative Exhibit A, Expert testimony of Kevin Kirkendall.*

24 48. Mr. Safari produced no evidence showing that \$224,793.00 he withdrew from
25 Meditex's bank accounts, outlined above, was used for legitimate business purposes related to
26 Meditex.

27 49. When asked, Mr. Safari could not explain what the money he withdrew was
28 spent on. *Testimony of Mr. Safari, June 25, 2019, page 77, lines 12-22.*

1 50. Mr. Safari produced no evidence showing that the \$224,793.00 he withdrew
2 from Meditex's bank accounts was approved by Hamid or Mohammad, or that a vote
3 approving distributions in that amount was held.

4 51. Mr. Safari produced no evidence that he sent Hamid backup documentation
5 that would support his contention that these withdrawals were for legitimate Meditex business
6 purposes.

7 52. Mr. Safari's testimony that he did so was not credible and was not supported
8 by corroborating evidence.

9 53. Specifically, Mr. Safari's and Mandana's personal bank records do not reflect
10 hundreds of thousands of dollars of legitimate business expenses incurred on behalf of
11 Meditex.

12 54. Mr. Safari had complete check writing and wiring authority on both of
13 Meditex's bank accounts, and regularly wrote checks and wired money from those accounts.
14 *Exhibit 637: MEDITEX00447; Exhibit 669: MEDITEX002082-2084.*

15 55. There is no logical reason why Mr. Safari would repeatedly pay Meditex
16 expenses from his personal bank account, and then reimburse himself from Meditex's
17 account, and Mr. Safari offered no explanation for why he would do so.

18 56. Rather, the evidence shows that Mr. Safari was repeatedly taking money from
19 Meditex's bank accounts that were not reimbursements for expenses he had incurred.

20 57. Additionally, Mr. Safari's personal bank records, as well as those of Mandana,
21 reflect chronically low balances, and repeated negative balances and overdrafts, which do not
22 reflect the balances necessary to advance large amounts of money on behalf of Meditex.
23 *Exhibit 950: MEDITEX004743-4817; Exhibit 965: MEDITEX005302-5351.*

24 58. At the time of his withdrawals from Meditex's bank accounts, and at various
25 times thereafter, Mr. Safari told Hamid that his withdrawals were for legitimate Meditex
26 business purposes.

27 59. Hamid believed Mr. Safari and relied upon these representations.

28 60. Mr. Safari's representations to Hamid were false.

1 61. Hamid requested that Mr. Safari provide backup documentation for his
2 withdrawals. *Exhibit J67: MEDITEX003334-003337.*

3 62. At the time of his withdrawals, and at various times thereafter, Mr. Safari told
4 Hamid that he had provided, or would provide, backup documentation showing that his
5 withdrawals were for legitimate Meditex business purposes to Meditex's accountants at Ovist
6 & Howard.

7 63. Hamid relied upon these representations by Mr. Safari.

8 64. These representations by Mr. Safari to Hamid were false.

9 65. Mr. Safari provided no backup documentation to Ovist & Howard that show
10 that the \$224,793.00 he withdrew from Meditex's bank accounts were for legitimate Meditex
11 business purposes.

12 66. In 2011, the only year in which Mr. Safari provided explanations for some of
13 his withdrawals to Meditex's accountant at Ovist & Howard via annotated bank statements,
14 though backup/supporting documentation was not provided, many of the explanations for his
15 withdrawals directly conflict with the explanations written on the check memos by Mr. Safari
16 himself, which calls into question the justification for Mr. Safari's self-written checks.
17 *Exhibit 637: MEDITEX00471; Exhibit J52: MEDITEX002868; Exhibit 637:*
18 *MEDITEX00510; Exhibit J52: MEDITEX002872.*

19 67. Mr. Safari provided no explanations for his withdrawals/ self-written checks to
20 Meditex's accountant at Ovist & Howard for years 2010, 2012, 2013 or 2014.

21 68. Mr. Safari produced no evidence showing that the \$224,793.00 he withdrew
22 from Meditex's bank accounts was repaid.

23 69. In March, 2013, Mr. Safari, Hamid and Mohammad held a board meeting for
24 Meditex.

25 70. On March 14, 2013, Mr. Safari, Hamid and Mohammad signed a board
26 meeting agreement (the "2013 Board Agreement"). *Exhibit 610: MEDITEX00279.*

27 71. As of March, 2013, Hamid and Mohammad did not approve of Mr. Safari's
28 pattern of using the Meditex's bank accounts for non-business activities, nor Mr. Safari's

1 pattern of (claiming) that he paid expenses personally, and then reimbursing himself from
2 Meditex's bank account.

3 72. The 2013 Board Agreement states, in part, "The company account to be used
4 only for its business activities" and "The managers should do their best that all payments
5 which are possible to pay by company accounts." *Exhibit 610: MEDITEX00279.*

6 73. In April, 2014, Mr. Safari, Hamid and Mohammad held a board meeting for
7 Meditex.

8 74. On April 14, 2014, Mr. Safari, Hamid and Mohammad signed a board meeting
9 agreement (the "2014 Board Agreement"). *Exhibit 611: MEDITEX00280-281.*

10 75. As of April, 2014, Hamid and Mohammad did not approve of Mr. Safari's
11 pattern of using the Meditex's bank accounts for personal purchases or personal loans.

12 76. The 2014 Board Agreement states, in part, "The company account which is at
13 Chase Bank have to be used only for its business activity and any other personal withdrawal
14 such as loans or personal purchases will not be allowed at all." *Exhibit 611:*
15 *MEDITEX00280-281.*

16 77. Hamid and Mohammad were unaware that the \$224,793.00 he withdrew from
17 Meditex's bank accounts was not for legitimate Meditex business purposes until they obtained
18 the accounting records from Ovist & Howard during discovery, as well as the bank records
19 for account '4797.

20 **"Short Term Loan" Checks**

21 78. From April, 2013 through February, 2014, Mr. Safari wrote ten (10) checks to
22 himself from Meditex's bank account with some variation of "short term loan" on the check
23 memo. *Exhibit 639: MEDITEX00686; MEDITEX00687, MEDITEX00702, MEDITEX00725,*
24 *MEDITEX00735, MEDITEX00744, MEDITEX00746, MEDITEX00747, MEDITEX00765,*
25 *Exhibit 640: MEDITEX00774.*

26 79. The ten "short term loan" checks total \$17,372.00.
27
28

1 80. Mr. Safari produced no evidence showing that, prior to writing the ten checks
2 to himself, he told Hamid or Mohammad that he was doing so, or requested their approval to
3 do so.

4 81. Mr. Safari testified at trial that he considered a “short term loan” to be one
5 year, but that he never had an agreement with his partners. *Testimony of Mr. Safari, June 25,*
6 *2019, page 38, lines 17 - 20.*

7 82. Mr. Safari produced no evidence showing that the \$17,372.00 he withdrew as
8 “short term loans” from Meditex’s bank accounts were approved by Hamid or Mohammad, or
9 that a vote approving distributions in that amount was held by the members.

10 83. After Mr. Safari wrote these checks to himself, Mr. Safari told Hamid that they
11 were indeed short term loans, and that he would repay them in the coming months.

12 84. When asked about repaying the loans by Hamid, Mr. Safari repeatedly
13 promised to repay them.

14 85. Hamid relied upon these representations.

15 86. Mr. Safari produced no evidence showing that the \$17,372.00 he withdrew as
16 “short term loans” from Meditex’s bank accounts were ever repaid.

17 87. These representations to Hamid were false.

18 88. Mr. Safari produced no evidence that Hamid “forgave” these loans, or in any
19 way indicated that Mr. Safari was not expected to repay them.

20 89. Mr. Safari never repaid the \$17,372.00 he took from Meditex.

21 **The UTSafety, LLC & SCBA Sales & Rentals, LLC Scheme**

22 90. Paragraphs 3 -11 of the Court’s Findings Of Fact, Conclusions Of Law, And
23 Order Granting In Part And Denying In Part Motion For Partial Summary Judgment On
24 Counter-Claimants' Non-fraud Claims Against Parviz Safari, dated July 18, 2018, address
25 some of the issues related to UTSafety, LLC and SCBA Sales & Rentals, LLC, and are hereby
26 reaffirmed, and restated here as follows:

27 a. SCBA Sales & Rentals, LLC (“SCBA Sales”) was one of Meditex’s
28 main suppliers, providing it with refurbished self-contained breathing apparatus units

1 (“SCBA Units”) for industrial safety applications. Meditex would in turn export the
2 refurbished SCBA Units to its clients in the Middle East, for a profit. SCBA Sales
3 was a small company, owned and operated by Kimburly Holman (“Mr. Holman”).
4 Mr. Holman’s only contact at Meditex was Safari.

5 b. On April 17, 2013, Safari registered a Utah limited liability company
6 called UTSafety, LLC (“UTSafety, LLC”) in the name of his sister-in-law Nooshin
7 Zahedi (“Nooshin”).

8 c. On April 21, 2013, Safari and Zahedi registered an internet domain in
9 order to “impersonate” SCBA Sales’ actual domain. SCBA Sales’ actual domains
10 were “scbarentalco.com” and “scbasalesco.com.” Safari and Zahedi, on the other
11 hand, registered the almost identical (one letter different) domain “scbasaleco.com”
12 (“Fake Domain”). Hamid and Mohammad were unaware that Safari and Zahedi
13 registered the Fake Domain.

14 d. On April 23, 2013, Safari sent an email from his newly registered Fake
15 Domain (sales@scbasaleco.com) to his Meditex email (aidansafari@meditexllc.com).
16 In this email—which was “signed” by SCBA Sales and made to look as if it were
17 coming from SCBA Sales—Safari wrote that SCBA Sales was affiliated with
18 UTSafety, LLC and that business with Meditex must go through UTSafety for tax
19 purposes. *Exhibit 603: MEDITEX00135-136.*

20 e. Safari shared this email with Hamid and Mohammad and represented to
21 them that: (1) UTSafety was affiliated with SCBA Sales; and (2) SCBA Sales required
22 that all payments go through UTSafety for tax purposes. At his deposition, however,
23 Mr. Holman confirmed that this email did not actually come from SCBA Sales,
24 UTSafety was not affiliated with SCBA Sales in any way, and there was absolutely no
25 reason for Meditex’s payments to go through UTSafety. In fact, Safari represented to
26 Mr. Holman the complete opposite, that: (1) UTSafety was affiliated with Meditex;
27 and, (2) Meditex required all payments to go through UTSafety for tax purposes.
28

1 Counterclaimants were completely unaware that Safari and Nooshin owned and
2 operated UTSafety.

3 f. Over the course of several months, when Meditex requested to
4 purchase SCBA Units from SCBA Sales, Mr. Holman would generate legitimate
5 invoices and email them to Safari at Safari's private gmail address. Safari would then
6 alter SCBA Sales' real invoices to reflect greatly increased prices and other charges
7 that were not legitimate, such as spare parts and shipping costs ("Fake Invoices").
8 Safari would then send the Fake Invoices from his Fake Domain (to appear as if they
9 were coming from SCBA Sales) to his Meditex email address. Safari would then
10 forward the fake emails/invoices to Hamid and Mohammad and request that the
11 inflated invoices be paid to UTSafety, his shell company. Counterclaimants were
12 completely unaware that Safari was presenting them with altered SCBA Sales'
13 invoices.

14 g. In reliance on Safari's Fake Domain/Fake Invoices, Hamid, and at
15 times Safari himself, would wire funds from Meditex's bank account to UTSafety's
16 bank account. Safari (with the knowledge and participation of his wife Zahedi, and
17 sister in law/ the "owner" of UTSafety Nooshin) would then pay SCBA Sales the
18 greatly reduced (actual) invoice amount, and personally retain the difference.
19 Counterclaimants were completely unaware that Safari was personally retaining this
20 money.

21 h. Moreover, despite getting significantly more money from Meditex than
22 the actual invoice totals, on several occasions, Safari failed to pay SCBA Sales the full
23 (actual) amounts due. Not only was Safari taking money from Meditex, Hamid, and
24 Mohammad, he was also damaging Meditex's relationship with its main vendor
25 (SCBA Sales) by not fully paying them, which resulted in further damage to
26 Meditex's relationships with its customers because it was not able to fulfill and deliver
27 orders without paying its vendor.
28

1 i. As a direct result of Safari's Fake Domain and Fake Invoices, a total of
2 \$233,700.00 was wired from Meditex to UTSafety. UTSafety, in turn, only wired a
3 total of \$148,000.00 to SCBA Sales, \$6,000.00 of which was refunded to UTSafety.
4 Accordingly, Safari personally and improperly retained a total of \$91,700.00 from
5 Meditex. Said another way, as a direct result of Safari's actions, Meditex, Hamid, and
6 Mohammad suffered damages of \$91,700.00.

7 91. At the direction of Mr. Safari, Nooshin established UTSafety, LLC on
8 April 17, 2013. *Exhibit 871: ASD00338-340.*

9 92. Nooshin is listed as the sole member and manager of UTSafety, LLC. *Id.*

10 93. On April 18 2013, Nooshin opened a bank account for UTSafety, LLC at
11 Wells Fargo. *Exhibit 674: MEDITEX002089-2093.*

12 94. Nooshin then added Mr. Safari and Mandana as signers to the account. *Exhibit*
13 *674: MEDITEX002094.*

14 95. Three days later Mr. Safari and Mandana purchased the Fake Domain. *Exhibit*
15 *664: MEDITEX001964-2015.*

16 96. Mr. Safari paid an additional fee to keep his name as the owner of the Fake
17 Domain private. *Exhibit 664: MEDITEX001998.*

18 97. Mr. Safari stated in verified written discovery responses that he was unsure
19 whether he ever informed Hamid or Mohammad that he was the owner of the Fake Domain.
20 *Exhibit 924, Request No. 3.*

21 98. Hamid and Mohammad did not learn that Mr. Safari was the owner of the Fake
22 Domain until they subpoenaed Network Solutions, LLC, the domain registration company
23 that Mr. Safari used to purchase the Fake Domain. *Exhibit 663: MEDITEX001962; Exhibit*
24 *664: MEDITEX001964 – 1965; 1968.*

25 99. Mr. Safari sent dozens of emails from the Fake Domain, and falsely signed
26 them as if they were sent by SCBA Sales (the "Fake Emails"). *Exhibit 603: MEDITEX00135-*
27 *136; Exhibit 603: MEDITEX00139; Exhibit 606: MEDITEX00199; Exhibit 605:*
28

1 *MEDITEX00157; Exhibit 605: MEDITEX00165; Exhibit 606: MEDITEX00196-198; Exhibit*
2 *606: MEDITEX00201; Exhibit 612: MEDITEX00289; Exhibit 618: MEDITEX00304.*

3 100. Mr. Safari sent the Fake Emails from the Fake Domain to his Meditex email
4 address (aidansafari@meditexllc.com).

5 101. Mr. Safari forwarded some of the Fake Emails to Hamid (*Exhibit 606:*
6 *MEDITEX00199*), and knew that Hamid and Mohammad were able to see emails sent to his
7 Meditex email address.

8 102. Mr. Safari exclusively utilized his gmail account for his real communications
9 with Kim Holman and SCBA Sales, knowing that Hamid and Mohammad would not be able
10 to see those communications, or the real invoices attached thereto. *Exhibit 658:*
11 *MEDITEX001801-1802.*

12 103. The first Fake Email sent by Mr. Safari to himself, dated April 23, 2013,
13 falsely claims that UTSafety is the service company of SCBA Sales, and that business will be
14 conducted through UTSafety for tax purposes. *Exhibit 603: MEDITEX00135-136.*

15 104. Mr. Safari represented to Hamid that paying UTSafety, LLC, instead of SCBA
16 Sales directly, would save money on sales tax, and stated in his written discovery responses
17 that this was the reason for the use of UTSafety, LLC. *Exhibit 603: MEDITEX00135-137;*
18 *Exhibit 930, Interrogatory No. 32; Exhibit 933, Interrogatory No. 15.*

19 105. There was no actual tax benefit to Meditex for using an intermediary company,
20 since the products were being shipped directly overseas, and Mr. Safari knew this months
21 before he formed UTSafety, LLC. *Exhibit J16: MEDITEX001774.*

22 106. Some of the Fake Emails attached fake invoices reflecting charges higher than
23 those actually charged by SCBA Sales. *Exhibit 603: MEDITEX00139; Exhibit 604:*
24 *MEDITEX00140; Exhibit 603: MEDITEX00137.*

25 107. One of the Fake Emails attached fake wire transfer information, directing
26 payments to be sent to UTSafety's bank account. *Exhibit 603: MEDITEX00138.*

27 108. Some of the Fake Emails requested payments that were not actually being
28 charged by SCBA Sales. *Exhibit 612: MEDITEX00289; Exhibit 618: MEDITEX00304.*

1 109. Some of the Fake Emails also falsely reflected payments made by Meditex to
2 UTSafety that were not actually received by SCBA Sales. *Exhibit 617: MEDITEX00302.*

3 110. Mr. Safari sent these Fake Emails and fake invoices in order to fool Hamid.

4 111. Mr. Safari sent these Fake Emails and fake invoices to induce Hamid to send
5 money to UT Safety, over and above what was being charged by SCBA Sales.

6 112. Based on the fake "signatures" and signature blocks of SCBA Sales (Kim
7 Holman) on the Fake Emails, and the fact that the Fake Emails were sent from an email
8 domain one letter different than the genuine SCBA Sales' domain, Hamid believed that the
9 Fake Emails and fake invoices were legitimate, and relied upon them.

10 113. Based on the Fake Emails, Hamid believed that all money sent to UTSafety,
11 LLC would be received by SCBA Sales, which the Fake Emails claimed was its "service
12 company".

13 114. Based on the Fake Emails and Fake Invoices, Hamid sent, or authorized the
14 sending, an additional \$91,700.00 from Meditex's account to UTSafety, than was charged by,
15 or received by, SCBA Sales.

16 115. The additional \$91,700.00 received into UTSafety's Wells Fargo bank
17 accounts was then withdrawn from, spent from or transferred from those accounts by Mr.
18 Safari, Mandana, and Nooshin, who were the only three signers on the account.

19 116. The only funds coming into UTSafety's accounts came from the transfers from
20 Meditex. *Exhibit 724: MEDITEX003236, MEDITEX003240, MEDITEX003246,*
21 *MEDITEX003249-3250, MEDITEX003254-3255, MEDITEX003258-3259,*
22 *MEDITEX003262-3263, Exhibit 681: MEDITEX002158-2161; Exhibit 639:*
23 *MEDITEX00678; Exhibit 604: MEDITEX00141-00156; Exhibit J-1: MEDITEX00330-00331;*
24 *Exhibit 639: MEDITEX00698, MEDITEX00705, MEDITEX00712, MEDITEX00721,*
25 *MEDITEX00729; Exhibit 640: MEDITEX00842.*

26 117. Mr. Safari, Mandana and Nooshin, spent Meditex's money that had been wired
27 to UTSafety's bank accounts at Wells Fargo on a variety of personal expenses, including
28 restaurants, beauty supply stores, State Farm insurance, and Kia Motors (Mandana's vehicle),

1 medical services, gas stations, student loans (Nooshin) and others, as well as withdrawing
2 large amounts of cash from the accounts. *Exhibit 724: MEDITEX003235-3236; Exhibit 653:*
3 *MEDITEX001704-1704; Exhibit 654: MEDITEX001733-1737; Exhibit 654:*
4 *MEDITEX001742-1747.*

5 118. Mr. Safari produced no evidence that Hamid and Mohammad were aware that
6 UTSafety, LLC was formed, owned and controlled by Mr. Safari and Nooshin.

7 119. Mr. Safari formed UTSafety, LLC in order to improperly obtain money from
8 Hamid and Mohammad.

9 120. Hamid and Mohammad did not learn that UTSafety, LLC was not affiliated
10 with SCBA Sales & Rentals until early 2016 when Mr. Holman responded to their questions.

11 121. Mr. Safari produced no evidence that Hamid and Mohammad were aware that
12 UTSafety, LLC's bank accounts were controlled by Mr. Safari, Mandana and Nooshin.

13 122. Hamid and Mohammad did not learn that Mr. Safari, Mandana and Nooshin
14 were the owners of UTSafety, LLC's bank accounts until they subpoenaed records from
15 Wells Fargo during discovery.

16 123. Mr. Safari produced no evidence that Hamid and Mohammad approved of
17 Mr. Safari, Mandana and Nooshin receiving \$91,700.00 utilizing UTSafety, nor did they offer
18 any reasoning as to why Hamid and Mohammad would have agreed to that.

19 124. Had Hamid and Mohammad known that Mr. Safari, Mandana and Nooshin
20 were receiving and spending the money they intended to send to SCBA Sales & Rentals, LLC
21 to pay for Meditex's order of SCBA units, they would have ceased sending money to UT
22 Safety, LLC.

23 125. Mr. Safari requested that Mr. Holman of SCBA Sales & Rentals, LLC certify
24 that the air cylinders for the SCBA units would be useable for longer than their actual shell
25 life. Mr. Holman refused. *Testimony of Kim Holman, deposition dated May 17, 2017, read at*
26 *trial, page 164, line 4 – page 172, line 12.*

27 126. Mr. Safari then created a fake Certificate and Safety Approval, and forged the
28 signature of Kim Holman on the certificate, and on the accompanying fake email, stating that

1 the shelf life of the units was until the end of 2018, when in fact they would expire in 2016
2 and 2017. *Id. and Exhibit J25-2021-2022.*

3 127. Nooshin accepted payments from UTSafety, LLC as “wages” even though she
4 did no work and performed no services for UTSafety. *Exhibit 675: MEDITEX002112-*
5 *002114, Exhibit 817: MEDITEX005822-5825.*

6 128. Mr. Holman of SCBA Sales & Rentals, LLC delivered \$10,000.00 worth of
7 spare parts to Mr. Safari that were never sent to Meditex’s customer, nor returned to Meditex.
8 *Testimony of Kimburly Holman, May 17, 2017 deposition read at trial, Page 135, line 13 –*
9 *page 135, line 25.*

10 **The Chamber of Commerce Scheme**

11 129. Paragraphs 12-14 of the Court’s Findings Of Fact, Conclusions Of Law, And
12 Order Granting In Part And Denying In Part Motion For Partial Summary Judgment On
13 Counter-Claimants' Non-fraud Claims Against Parviz Safari, dated July 18, 2018, address
14 some of the issues related to the Chamber of Commerce issue, and are hereby reaffirmed, and
15 restated here as follows:

16 a. In March of 2015, Safari was tasked with securing a membership for
17 Meditex with the Las Vegas Metro Chamber of Commerce (the “Chamber”). Safari
18 registered for an annual membership with the Chamber on behalf of Meditex which
19 was to cost \$3,500.00. Safari then authorized the initial \$665.00 payment for the first
20 two months on his credit card. Safari later contested this payment and received a full
21 refund of the \$665.00 he actually paid.

22 b. Safari then created a fake invoice that was made to look like it was
23 issued by the Chamber for the full \$3,500.00 (“Fake Chamber Invoice”) and presented
24 the Fake Chamber Invoice to Hamid and Mohammad for payment. Defendants were
25 completely unaware that the Fake Chamber Invoice did not actually come from the
26 Chamber. In reliance on the Fake Chamber Invoice, on March 28, 2015, Hamid wrote
27 Safari a check for \$3,500.00, with the memo line reflecting “Chamber of Commerce
28

1 Invoice M74832," the same invoice number that appeared on Safari's Fake Chamber
2 Invoice.

3 c. Safari did not use any of the \$3,500.00 he obtained from Hamid to pay
4 the Chamber. Instead, Safari personally retained the full \$3,500.00 himself. As a
5 direct result of Safari's actions, Meditex, Hamid, and Mohammad suffered damages of
6 \$3,500.00.

7 130. Mr. Safari created the Fake Invoice, made to look like a genuine Chamber
8 invoice, in the amount of \$3,500.00 and emailed it to Hamid. *Exhibit J84: MEDITEX003454.*

9 131. The Fake Invoice is a fraudulent document, not created by the Chamber of
10 Commerce. *Testimony of David Kellerman, Chief Operating Officer of the Las Vegas*
11 *Metropolitan Chamber of Commerce.*

12 132. In verified written discovery responses, Mr. Safari denied that he created the
13 Fake Invoice, but he admitted it at trial, claiming that Hamid requested that he do so, which is
14 not credible. *Exhibit 933, page 15, Request No. 24; Trial Transcript June 25, 2019, page*
15 *170, lines 15-20, page 171, lines 14-19.*

16 133. Mr. Safari produced no evidence that Hamid requested that he create the Fake
17 Chamber of Commerce Invoice, nor did he provide an explanation as to why Hamid would
18 want a fake invoice reflecting payments that were not made, or why Hamid would reimburse
19 him for payments that were not made if he knew the invoice was fake.

20 134. Mr. Safari produced no evidence that Hamid knew that the Fake Chamber of
21 Commerce Invoice was fake, and actually created by Mr. Safari.

22 135. Hamid relied upon the Fake Invoice, which appeared to have been paid by
23 Mr. Safari, and paid Mr. Safari \$3,500.00, what he thought was a legitimate reimbursement,
24 based on the Fake Invoice. *Exhibit 641: MEDITEX00879.*

25 **The Turkish Airlines Scheme**

26 136. Meditex sold vitamin supplements to a customer GSP.

27 137. The vitamins were manufactured in Canada by Nutralab.

1 138. Yusen Logistics Canada facilitated the shipments to GSP, as Meditex's freight
2 forwarder, which were sent via air freight.

3 139. Mr. Safari sent a series of seven (7) emails to Hamid, requesting
4 reimbursements for payments to a "Turkish Airlines Agent", in connection with the shipments
5 to GSP. *Exhibit J30: MEDITEX002397; Exhibit J24: MEDITEX002020; Exhibit J30:*
6 *MEDITEX002398; Exhibit J30: MEDITEX002402; Exhibit J80: MEDITEX003442.*

7 140. Mr. Safari stated to Hamid and Mohammad that additional payments needed to
8 be made to an agent for Turkish Airlines to facilitate each of these shipments.

9 141. These representations were false, since, as Yusen's Person Most
10 Knowledgeable James McEwan testified, Yusen alone facilitated the shipments through
11 Turkish Airlines as Meditex's freight forwarding company, and no other payments or
12 arrangements by Mr. Safari or by Meditex were necessary or occurred.

13 142. Mr. Safari produced no evidence that he paid anyone from Turkish Airways, or
14 that such payments were needed.

15 143. Hamid relied upon these false requests, and promptly sent Mr. Safari checks in
16 the amounts requested, immediately upon receiving Mr. Safari's requests. *Exhibit 640:*
17 *MEDITEX00804, MEDITEX00822, MEDITEX00825, MEDITEX00832, MEDITEX00833,*
18 *MEDITEX00849.*

19 144. The seven payments received by Mr. Safari total \$17,982.00.

20 145. Mr. Safari testified at trial that the payments he received were not
21 reimbursements for expenses he incurred, but were "bonuses" awarded by Hamid as a reward
22 for doing a good job. This testimony was not credible, and does not make sense given Mr.
23 Safari's seven emailed requests for reimbursement for costs, as well as the memos on the
24 reimbursement checks referencing payments to a Turkish Airlines agent and a charge per
25 kilogram.

26 146. The first of the checks, which Mr. Safari wrote to himself from Meditex's bank
27 account on March 14, 2014, specifically states, "to send TRAA", indicating that the money he
28 was taking from Meditex would be sent to someone, and references the weight of the

1 shipment (2,620 kg) and the charge per kilogram, (0.6), as opposed to any type of "bonus".
2 *Exhibit 640: MEDITEX00794.*

3 147. No bonuses were awarded by Meditex to anyone, and the payments were
4 reported as expenses on Meditex's 2014 tax return. *Testimony of Eric Lorenz.*

5 **Diversions of Customers' Payments and Hamid's Contributions**

6 148. On September 20, 2010, Hamid wired \$500.00 to Mr. Safari's personal bank
7 account so that he could open an account for Meditex. *Exhibit 786: MEDITEX004827.*

8 149. Mr. Safari kept and spent \$400.00 in his personal account and transferred only
9 \$100.00 to Meditex's account '4797, and immediately withdrew and spent \$90.00 of that.
10 *Exhibit 669: MEDITEX002028.*

11 150. On June 21, 2011, Mr. Safari emailed Mohammad providing Meditex's new
12 account information, and requesting \$1,500.00 to fund the newly opened account. *Exhibit*
13 *726: MEDITEX003277.*

14 151. On June 21, 2011, Hamid used Chase's "Quickpay" to send money to the
15 email address Safari represented was associated with Meditex's new account, which was in
16 fact linked to Mr. Safari's personal bank account. *Exhibit 777: MEDITEX004221.*

17 152. Mr. Safari failed to transfer the \$1,500.00 into Meditex's bank account.
18 *Exhibit 637: MEDITEX00453.*

19 153. Mr. Safari confirmed that a \$40,000.00 down payment from Meditex's
20 customer Naskco was received in late 2010 related to an order for air compressors. *Exhibit*
21 *J29: MEDITEX002355.*

22 154. Mr. Safari told Hamid that the \$40,000.00 was received into Meditex's first
23 bank account, '4797, to which Hamid did not have access.

24 155. A review of the bank statements for account '4797, Meditex's only bank
25 account until June, 2011, do not show any payments received in that amount.

26 156. On December 9, 2010, Mr. Safari and Mandana each received wires in the
27 amount of \$19,975.00 into their personal bank accounts. *Exhibit 972: MEDITEX026166-*
28 *026167; Exhibit 973: MEDITEX026170-026171.*

1 157. Mr. Safari and Mandana offered no explanation for these transfers when
2 questioned at trial. *Trial Transcript, June 25, 2019, page 193, line 4 – page 195, line 5.*

3 **Hamid's Personal Loans to Mr. Safari**

4 158. In December, 2012, Mr. Safari requested a personal loan from Hamid for
5 urgent medical expenses for his daughter. *Testimony of Hamid.*

6 159. On December 20, 2012, Mr. Safari emailed Hamid and provided his personal
7 bank information, so that Hamid could make deposits directly into his account ending in
8 '9608. *Exhibit 690: MEDITEX02336.*

9 160. On December 21, 2012, Hamid deposited \$7,000.00 in cash into Mr. Safari's
10 personal account ending in '9608. *Exhibit 690: MEDITEX02337, MEDITEX02339.*

11 161. On December 22, 2012, Hamid deposited another \$5,000.00 in cash into
12 Mr. Safari's personal account ending in '9608, which posted on December 24, 2012. *Exhibit*
13 *690: MEDITEX02337, MEDITEX02338.*

14 162. At around the same time, Hamid loaned Mr. Safari an additional \$3,500.00 in
15 cash.

16 163. At the time of the loans, Mr. Safari promised to repay Hamid the \$15,500.00
17 he borrowed within a few weeks. *Testimony of Hamid.*

18 164. Mr. Safari failed to repay the loans.

19 165. During the April, 2014 Board Meeting, which was recorded and translated in
20 part, Mr. Safari thanked Hamid profusely for the \$15,500.00 in loans, and again promised to
21 repay Hamid within three to four days, which he said was being wired from Iran. *Exhibit J66:*
22 *MEDITEX03327.*

23 166. Mr. Safari never repaid Hamid the \$15,500.00 he borrowed in 2012.

24 **Future Economic Damages**

25 167. Through a series of schemes outlined above, Mr. Safari improperly obtained
26 hundreds of thousands of dollars from Meditex's bank accounts.

27 168. Mr. Safari began these improper withdrawals and reimbursements in 2010 and
28 continued through 2015, the last year Meditex operated.

1 169. As a result, despite a pattern of increasing annual gross receipts, Meditex was
2 chronically short of operating cash, and Hamid and Mohammad did not receive any of the
3 profits that Meditex should have realized. *Exhibit 715: MEDITEX002653.*

4 170. Had Mr. Safari not improperly taken \$224,793.00 from Meditex's bank
5 accounts, Meditex may have been a profitable company, and able to continue operations, but
6 the concept behind the origination and organization of Meditex was that it would depend upon
7 a relationship that failed, and Plaintiffs have not shown that they would have been in a
8 position to continue the business even if that money had not been improperly taken.

9 171. Had Mr. Safari not improperly taken an additional \$113,182.00 using the
10 UTSafety scheme, Chamber of Commerce Scheme, and Turkish Airlines Scheme, Meditex
11 may have been a profitable company, and able to continue operations, but the concept behind
12 the origination and organization of Meditex was that it would depend upon a relationship that
13 failed, and Plaintiffs have not shown that they would have been in a position to continue the
14 business even if that money had not been improperly taken.

15 172. As a result of Mr. Safari's schemes, Hamid and Mohammad did not receive
16 repayment of the investments and contributions they made to Meditex.

17 173. Meditex's customer in Turkey, MASPA, ordered 500 SCBA units from
18 Meditex.

19 174. However, due to Mr. Safari's UTSafety, LLC & SCBA Sales & Rentals, LLC
20 scheme, Mr. Safari failed to pay SCBA Sales for the final 100 units, and they were never
21 shipped to the customer.

22 175. Meditex's actual purchase price was \$360.00 per unit, or \$180,000.00 for 500
23 units. *Exhibit J16: MEDITEX001803-1804.*

24 176. Meditex's sales price to its customer was \$525.00 per unit, for an anticipated
25 net profit of \$165.00 per unit. *Exhibit 719: MEDITEX003033.*

26 177. Based on an estimated sales volume of 1,200 units per year, which is based on
27 a market analysis, annual gross revenue for SCBA sales would have been \$630,000.00 if
28 Meditex remained in business and continued business. *Expert testimony of Kevin Kirkendall.*

178. Costs of goods sold for that volume is estimated at \$432,000.00 per year, yielding a purported gross margin of \$198,000.00 annually. *Expert testimony of Kevin Kirkendall.*

179. Additional expenses including shipping documentation (\$2,400.00) and marketing (\$4,600.00) were deducted, yielding purported annual lost profits of \$191,000.00.

Expert testimony of Kevin Kirkendall.

180. For the period of 2014 through June, 2017, when the expert analysis was performed by Mr. Kirkendall, the lost profits would purport to total \$712,513.00. A discount rate of 31.38 percent and a cap rate of 28.38 percent was applied. *Expert testimony of Kevin Kirkendall.*

181. For the period of June, 2017 through December, 2022, the lost profits purportedly total \$609,084.00. *Expert testimony of Kevin Kirkendall.*

182. For the terminal period, the lost profits total \$203,798.00. *Expert testimony of Kevin Kirkendall.*

183. Addressing only future lost sales of SCBA equipment, and adding up the three time periods cited above, they purport to show a loss to Meditex of \$1,525,394.00. *Expert testimony of Kevin Kirkendall*. However, that figure flows from a continuation in business that, as stated above in Findings 170 and 171, has not been demonstrated to have continued viability.

Any of the foregoing findings of fact that are more properly characterized as conclusions of law, or conclusions of law that are more properly characterized as findings of fact, shall be so characterized.

CONCLUSIONS OF LAW

Plaintiffs' Claims

1. The Court's Findings Of Fact, Conclusions Of Law, And Order Granting In Part And Denying In Part Defendants-Counter-Claimants' Motion For Partial Summary Judgment Regarding The Claims Against Hamid Modjtahed And Mohammad Mojtahed,

1 dated April 24, 2018, are hereby reaffirmed and will not be modified pursuant to NRCP 54(b).
2 Such findings address some of the issues again raised at trial, and are hereby reaffirmed.

3 2. The Court's Findings Of Fact, Conclusions Of Law, And Order Granting
4 Defendants/ Counter-Claimants' Motion For Partial Summary Judgment Regarding The
5 Claims Against Ali Mojtaled dated April 24, 2018, are hereby reaffirmed and will not be
6 modified pursuant to NRCP 54(b).

7 **Accounting**

8 3. To the extent an accounting is a stand-alone cause of action, as opposed to a
9 remedy, Plaintiffs have failed to meet their burden with regard to their claim for accounting.

10 4. A cause of action for an accounting requires a showing that a relationship
11 exists between the plaintiff and defendant that requires an accounting, and that some balance
12 is due the plaintiff that can only be ascertained by an accounting. *Brea v. McGlashan*, 3
13 Cal.App.2d 454, 460, 39 P.2d 877 (1934).

14 5. Plaintiffs presented no evidence that Defendants received or obtained any
15 funds improperly for which they must account.

16 6. Mr. Safari's trial testimony that he does not allege anyone took any money and
17 doesn't know where the supposedly missing money is, precludes a finding that Hamid or
18 Mohammad received or obtained funds for which they must account.

19 7. Plaintiffs presented no evidence that they are entitled to receive any funds from
20 Defendants whatsoever.

21 8. Plaintiffs' claim for accounting fails.

22 **Unjust Enrichment**

23 9. A claim for unjust enrichment requires a proof of the unjust retention of money
24 or property of another against the fundamental principles of justice or equity and good
25 conscience. *Asphalt Prod. Corp. v. All Star Ready Mix, Inc.*, 111 Nev. 799, 802, 898 P.2d
26 699, 701 (1995).

27 10. Plaintiffs have failed to meet their burden that Defendants were unjustly
28 enriched.

1 11. Plaintiffs have failed to meet their burden that Defendants unjustly retained
2 any money or property, nor that any such retention was against the fundamental principles of
3 justice or equity and good conscience.

4 12. Plaintiffs' claim for unjust enrichment fails.

5 **Counterclaimants' Counterclaims**

6 13. The Court's Findings Of Fact, Conclusions Of Law, And Order Granting In
7 Part And Denying In Part Defendants/ Counter-Claimants' Motion For Partial Summary
8 Judgment On Counterclaimants' Claims Against Parviz Safari dated May 8, 2018, are hereby
9 reaffirmed.

10 14. The Court's Findings Of Fact, Conclusions Of Law, And Order Granting In
11 Part And Denying In Part Motion For Partial Summary Judgment On Counter-Claimants'
12 Non-fraud Claims Against Parviz Safari dated July 18, 2018, are hereby reaffirmed, including
13 the following:

14 a. A company's operating agreement constitutes a "contract" for the
15 purposes of a breach of contract claim. *See M.C. Multi-Family Dev., L.L.C. v.*
16 *Crestdale Assocs., Ltd.*, 124 Nev. 901, 913, 193 P.3d 536, 544 (Nev. 2008).

17 b. Based on the established facts outlined above, Defendants are entitled
18 to summary judgment on their breach of contract claim against Safari. First, it has
19 been established that the parties were subject to a valid and enforceable contract—the
20 Operating Agreement. Second, it has been established that Section 6.3 of the
21 Operating Agreement mandates that members cannot receive distributions of
22 Company money without an "affirmative vote ... of the LLC Members" and the
23 adoption of a "resolution ... stat[ing] the amounts and dates of distribution to each
24 member...." Third, it has been established that Safari breached Section 6.3 of the
25 Operating Agreement by personally retaining \$95,200.00 in Company money related
26 to the SCBA and Chamber of Commerce schemes without a member vote or
27 resolution. Finally, it has been established that Defendants suffered damages of at
28 least \$95,200.00 as a direct result of Safari's breach.

1 **First Claim: Breach of Contract (Against Mr. Safari And Mandana)**

2 15. A claim for breach of contract requires the following elements: (1) the
3 formation of a valid contract; (2) performance or excuse of performance by the plaintiff; (3)
4 material breach by the defendant; and (4) damages. *Walker v. State Farm Mut. Auto. Ins. Co.*,
5 259 F. Supp. 3d 1139, 1145 (D. Nev. 2017) (citing *Bernard v. Rockhill Dev. Co.*, 103 Nev.
6 132, 734 P.2d 1238, 1240 (1987)).

7 16. Meditex's Operating Agreement was a valid and enforceable written contract.

8 17. Hamid, Mohammad, Mr. Safari and Mandana were all parties to the Operating
9 Agreement.

10 18. Hamid and Mohammad performed under the contract.

11 19. Mr. Safari's withdrawal of \$224,793.00 from Meditex's bank accounts was a
12 material breach of Section 6.3 of the Operating Agreement.

13 20. The \$224,793.00 Mr. Safari withdrew from Meditex's bank accounts were
14 defalcations.

15 21. The ten "short term loan" checks Mr. Safari wrote to himself in the amount of
16 \$17,372.00, which are included in the \$224,793.00 total were material breaches of Section 6.3
17 of the Operating Agreement.

18 22. As stated above, and as stated in the Court's July 18, 2018 Conclusions of
19 Law, Mr. Safari breached Section 6.3 of the Operating Agreement by personally retaining
20 \$95,200.00 in Company money related to the SCBA and Chamber of Commerce schemes
21 without a member vote or resolution.

22 23. Mandana breached Section 6.3 of the Operating Agreement by receiving
23 \$91,700.00 from Meditex's accounts into the UTSafety, LLC bank accounts, on which she
24 was an owner, related to the SCBA scheme.

25 24. The seven payments requested and received by Mr. Safari for the Turkish
26 Airlines scheme totaling \$17,982.00 were material breaches of Section 6.3 of the Operating
27 Agreement.
28

1 25. Hamid and Mr. Safari entered a binding, oral agreement whereby Hamid
2 agreed to loan to Mr. Safari, and Mr. Safari agreed to repay to Hamid, \$15,500.00.

3 26. Hamid performed by loaning Mr. Safari \$15,500.00,

4 27. Mr. Safari breached that agreement by failing to repay Hamid any of the
5 \$15,500.00 he borrowed.

6 28. Mr. Safari and Mandana each breached Section 6.3 of the Operating
7 Agreement by each personally retaining \$19,975.00 which was supposed to go into Meditex's
8 bank account as a down payment for an order placed by Naskco.

9 29. Mr. Safari breached Section 6.3 of the Operating Agreement by personally
10 retaining \$2,000.00 sent by Hamid and Mohammad to fund Meditex's bank accounts.

11 30. Hamid and Mohammad were damaged in the total amount of \$395,475.00 as a
12 result of these breaches of contract.

13 **Second Claim: Contractual Breach of the Implied Covenant of Good Faith and**
14 **Fair Dealing (Against Safari and Mandana)**

15 31. Every contract imposes a duty of good faith and fair dealing upon the
16 contracting parties. *Hilton Hotels Corp. v. Butch Lewis Prods., Inc.*, 107 Nev. 226, 232-33
17 808 P.2d 919, 922-23 (1991).

18 32. The four elements of a claim for Contractual Breach of the Implied Covenant
19 of Good Faith and Fair Dealing ("Contractual GFFD") are: (1) Plaintiff and defendant were
20 parties to a contract; (2) Defendant owed a duty of good faith to the plaintiff (3) Defendant
21 breached that duty by performing in a manner that was unfaithful to the purpose of the
22 contract; and (4) Plaintiff's justified expectations were denied. *Hilton Hotels Corp. v. Butch*
23 *Lewis Prods., Inc.*, 107 Nev. 226, 232-33 808 P.2d 919, 922-23 (1991).

24 33. Meditex's Operating Agreement was a valid and enforceable written contract.

25 34. Hamid, Mohammad, Mr. Safari and Mandana were all parties to the Operating
26 Agreement.

27 35. Mr. Safari and Mandana owed a duty of good faith to Hamid and Mohammad.

1 36. Mr. Safari breached the Operating Agreement by performing in a manner that
2 was unfaithful to the purpose of the contract, specifically by:

- 3 a. Withdrawing \$224,793.00 from Meditex's bank accounts not for
4 legitimate business purposes.
- 5 b. Engaging in the UT Safety/ SCBA Scheme by which he obtained
6 \$91,700.00.
- 7 c. Engaging in the Chamber of Commerce Scheme by which he obtained
8 \$3,500.00.
- 9 d. Engaging in the Turkish Airlines Scheme by which he obtained
10 \$17,982.00.
- 11 e. Diverting funds sent by Hamid and Mohammad by which he obtained
12 \$2,000.00.
- 13 f. Diverting funds sent by Meditex's vendor by which he obtained
14 \$19,975.00.

15 37. Mandana breached the Operating Agreement by performing in a manner that
16 was unfaithful to the purpose of the contract, specifically by:

- 17 a. Engaging in the UT Safety/ SCBA Scheme by which she obtained
18 \$91,700.00.
- 19 b. Diverting funds sent by Meditex's vendor by which she obtained
20 \$19,975.00.

21 38. Hamid and Mohammad's justified expectations with respect to the Operating
22 Agreement were denied.

23 39. Hamid and Mohammad were damaged in the total amount of \$359,950.00 with
24 respect to Mr. Safari and \$111,675.00 with respect to Mandana as a result of these breaches of
25 the implied covenant of good faith and fair dealing.
26
27
28

1 **Third Claim: Tortious Breach of the Implied Covenant of Good Faith and Fair**
2 **Dealing (Against Safari and Mandana)**

3 40. There are five elements to a claim for Tortious Breach of the Implied Covenant
4 of Good Faith and Fair Dealing (“Tortious GFFD”): (1) Plaintiff and defendant were parties
5 to a contract; (2) Defendant owed a duty of good faith to the plaintiff arising from the
6 contract; (3) A special element of reliance or fiduciary duty existed between plaintiff and
7 defendant where the defendant was in a superior or entrusted position; (4) Defendant
8 breached the duty of good faith by engaging in misconduct; and (5) Plaintiff suffered damages
9 as a result. *Great American Ins. Co. v. General Builders*, 113, Nev. 346, 934 P. 2d 257 (1997).

10 41. Mr. Safari owed fiduciary duties, including the duties of care and loyalty, to
11 the other members of Meditex, including to Hamid and Mohammad. *Shoen v. SAC Holding*
12 *Corp.*, 122 Nev. 621, 632, 137 P.3d 1171, 1178 (2006); *Double J, LLC v Cfiange IT*
13 *Investors, LLC*, No. 08-A-562446-B, 2013 WL 7943359, at *2 (Nev. Dist. Ct. July 02, 2013)
14 (“As the Senior Managers of Games, LLC, [Defendants] owed Plaintiffs and other members
15 of Investors, LLC a fiduciary duty to perform their duties in good faith.”); *JPMorgan Chase*
16 *Bank, N.A. v. KB Home*, 632 F. Supp. 2d 1013, 1026 (D. Nev. 2009); *Auriga Capital Corp. v.*
17 *Gatz Properties*, 40 A.3d 839, 850–51 (Del. Ch. 2012) (“It seems obvious that, under
18 traditional principles of equity, a manager of an LLC would qualify as a fiduciary of that LLC
19 and its members.”).

20 42. Mandana owed fiduciary duties, including the duties of care and loyalty, to the
21 other members of Meditex, including to Hamid and Mohammad. *Id.*

22 43. Meditex’s Operating Agreement was a valid and enforceable written contract.

23 44. Hamid, Mohammad, Mr. Safari and Mandana were all parties to the Operating
24 Agreement.

25 45. Mr. Safari and Mandana owed a duty of good faith to Hamid and Mohammad.

26 46. Mr. Safari breached the Operating Agreement by engaging in misconduct,
27 specifically by:
28

- 1 a. Withdrawing \$224,793.00 from Meditex's bank accounts not for
2 legitimate business purposes.
- 3 b. Engaging in the UT Safety/ SCBA Scheme by which he obtained
4 \$91,700.00
- 5 c. Engaging in the Chamber of Commerce Scheme by which he obtained
6 \$3,500.00.
- 7 d. Engaging in the Turkish Airlines Scheme by which he obtained
8 \$17,982.00.
- 9 e. Diverting funds sent by Hamid and Mohammad by which he obtained
10 \$2,000.00.
- 11 f. Diverting funds sent by Meditex's vendor by which he obtained
12 \$19,975.00.

13 47. Mandana breached the Operating Agreement by engaging in misconduct,
14 specifically by:

- 15 a. Engaging in the UT Safety/ SCBA Scheme by which she obtained
16 \$91,700.00.
- 17 b. Diverting funds sent by Meditex's vendor by which she obtained
18 \$19,975.00.

19 48. Hamid and Mohammad suffered damages as a result in the total amount of
20 \$359,950.00 with respect to Mr. Safari and \$111,675.00 with respect to Mandana as a result
21 of these tortious breaches of the implied covenant of good faith and fair dealing.

22 49. Punitive damages may be awarded in connection with a claim for tortious
23 breach of the implied covenant of good faith and fair dealing. *Hilton Hotels v. Butch Lewis*
24 *Productions*, 109 Nev. 1043, 1046-47, 862 P.2d 1207, 1209 (1993).

25 50. NRS 42.001 defines the following terms: 1. "Conscious disregard" means the
26 knowledge of the probable harmful consequences of a wrongful act and a willful and
27 deliberate failure to act to avoid those consequences. 2. "Fraud" means an intentional
28 misrepresentation, deception or concealment of a material fact known to the person with the

1 intent to deprive another person of his or her rights or property or to otherwise injure another
2 person. 3. "Malice, express or implied" means conduct which is intended to injure a person or
3 despicable conduct which is engaged in with a conscious disregard of the rights or safety of
4 others. 4. "Oppression" means despicable conduct that subjects a person to cruel and unjust
5 hardship with conscious disregard of the rights of the person.

6 51. In breaching their duties of good faith as described above, Mr. Safari and
7 Mandana acted with oppression, fraud or malice, express or implied pursuant to *NRS 42.001*
8 *and 42.005(1)*. Hamid and Mohammad are thus entitled to an award of punitive damages to
9 be assessed against Mr. Safari and Mandana.

10 52. Specifically, these breaches by Mr. Safari and Mandana were undertaken with
11 malice as they were despicable conduct engaged in for their personal enrichment and were
12 engaged in with a conscious disregard of the rights of their partners, Hamid and Mohammad.

13 53. Mr. Safari committed fraud when he made numerous intentional
14 misrepresentations, deceptions and concealments of material facts which were known to him
15 with the intent to deprive Hamid and Mohammad of their property or otherwise injure them
16 by obtaining their money.

17 54. A subsequent proceeding, pursuant to *NRS 42.005(3)*, shall be conducted to
18 determine the amount of punitive damages to be assessed.

19 **Fourth Claim: Unjust Enrichment/Quantum Meruit (Against Safari and**
20 **Mandana)**

21 55. Defendants' recovery on their First Claim for breach of contract rules out their
22 Counterclaim for unjust enrichment/*quantum meruit*.

23 **Fifth Claim: Fraud/ Fraudulent Misrepresentation (Against Safari)**

24 56. A claim for fraud/ fraudulent misrepresentation requires proof of the following
25 elements by a clear and convincing standard: (1) A false representation made by the
26 defendant; (2) defendant's knowledge or belief that its representation was false or that
27 defendant has an insufficient basis of information for making the representation; (3) defendant
28 intended to induce plaintiff to act or refrain from acting upon the misrepresentation; and (4)

1 damage to the plaintiff as a result of relying on the misrepresentation. *Barmettler v. Reno Air,*
2 *Inc.*, 114 Nev. 441, 446–47, 956 P.2d 1382, 1386 (1998).

3 57. Counterclaimants may assert claims for breach of contract and fraud
4 surrounding the contract's execution and performance. ("It is not uncommon to see a plaintiff
5 assert a contractual claim and also a cause of action asserting fraud based on the facts
6 surrounding the contract's execution and performance.... The measure of damages on claims
7 of fraud and contract are often the same." *Topaz Mutual Co. v. Marsh*, 108 Nev. 845, 839
8 P.2d 606 (1992)).

9 58. Several of Mr. Safari's and Mandana's breaches of the operating agreement
10 also constitute fraud.

11 59. Specifically, Mr. Safari made false representations, Mr. Safari knew that the
12 representations were false, and Mr. Safari intended to induce Hamid and/or Mohammad from
13 acting or refraining from acting upon the misrepresentations, with regard to the following:

14 a. Mr. Safari drafted and then sent his partners numerous fake emails
15 from a domain he secretly purchased to impersonate Meditex's vendor's domain
16 (SCBA Sales & Rentals, LLC), which was one letter different, and signed those emails
17 as if they were sent by SCBA Sales & Rentals, LLC.

18 b. Mr. Safari drafted and then sent his partners fake, marked up invoices,
19 which he created to look like Meditex's vendor's invoices.

20 c. Mr. Safari, along with his wife Mandana Zahedi, and sister in law
21 Nooshin Zahedi, formed a shell company, UTSafety, LLC, to act as an intermediary
22 between Meditex and its vendor, SCBA Sales & Rentals. Mr. Safari represented to
23 Hamid and Mohammad that that UTSafety was actually affiliated with SCBA Sales
24 and Rentals, and using them would provide a tax benefit to Meditex, in order to
25 explain why payments should be sent to UTSafety, LLC, instead of SCBA Sales &
26 Rentals directly.

27 d. Mr. Safari, along with his wife Mandana Zahedi, and sister in law
28 Nooshin Zahedi, opened bank accounts for their shell company UTSafety, LLC.

1 Mr. Safari directed Hamid to pay UTSafety, LLC, instead of Meditex's vendor, SCBA
2 Sales & Rentals, and led Hamid to believe that sending payments to UTSafety, LLC
3 was the same as sending them to SCBA Sales & Rentals, when in fact only a portion
4 of those payments were being forwarded on by Mr. Safari to SCBA Sales & Rentals.

5 e. Mr. Safari drafted and then sent his partners fake payment instructions,
6 which he made to look like they came from Meditex's vendor, so that Hamid and
7 Mohammad would send money to the shell company, UTSafety, LLC, instead of the
8 real vendor.

9 f. Mr. Safari instructed his partners, Hamid and Mohammad, to pay the
10 fake, marked up invoices, and instructed them to send the payments to his shell
11 company, UTSafety, LLC.

12 g. Mr. Safari created and then sent Hamid a counterfeit invoice made to
13 look like it was created by Las Vegas Metropolitan Chamber of Commerce, and made
14 to look like he paid \$3,500.00 on behalf of Meditex for membership, but in fact he
15 hadn't.

16 h. Mr. Safari then requested reimbursement for this fake expense

17 i. Mr. Safari improperly withdrew \$224,793.00 from Meditex's accounts
18 while repeatedly telling Hamid and Mohammad the withdrawals were for legitimate
19 business expenses, when they were not, and claiming that supporting documentation
20 would be provided, or was already provided to Meditex's accountant, Eric Lorenz,
21 when it was not.

22 j. Mr. Safari sent seven requests for reimbursement totaling \$17,982.00
23 for expenses he did not incur with regard to Turkish Airlines, and then received and
24 accepted those reimbursements from Hamid, knowing that they were false.

25 k. Mr. Safari told Hamid that the \$40,000.00 down payment from
26 Meditex's customer Naskco had been received into Meditex bank account '4797,
27 when in fact that down payment had been diverted to the personal accounts of
28 Mr. Safari and Mandana.

1 l. Mr. Safari told Hamid and Mohammad that the \$2,000.00 they had sent
2 him to deposit into Meditex's newly opened bank accounts would be deposited, when
3 in fact he never did so.

4 m. Mr. Safari created a fake Certificate and Safety Approval, and forged
5 the signature of Kim Holman on the certificate, and on the accompanying fake email.

6 60. Hamid and Mohammad relied on the misrepresentations, as follows:

7 a. Hamid and Mohammad relied on the counterfeit emails, counterfeit
8 invoices and fake payment instructions provided by Mr. Safari, and sent money to
9 Mr. Safari's shell company, in amounts way larger than actually charged by the
10 vendor, in reliance thereon.

11 b. Hamid relied on the fake Chamber of Commerce invoice, and paid
12 Mr. Safari \$3,500.00 in reliance thereon.

13 c. Hamid relied on Mr. Safari's representations that he had incurred
14 expenses with regard to shipments by Turkish Airlines by signing/ approving seven
15 checks payable to Mr. Safari in the total amount of \$17,982.00.

16 d. Hamid relied on Mr. Safari representation that SCBA Sales and
17 Rentals, LLC had certified the SCBA cylinders for use through the end of 2018 as
18 stated in the fake Certificate and Safety Approval document by approving the sending
19 of the SCBA units to Meditex's customer.

20 61. Hamid and Mohammad were damaged as a result of relying on Mr. Safari's
21 misrepresentations as follows:

22 a. \$91,700.00 related to the misrepresentations surrounding the UT
23 Safety/ SCBA Scheme;

24 b. \$224,793.00 related to the misrepresentations surrounding Mr. Safari's
25 improper withdrawals from Meditex's bank accounts;

26 c. \$3,500.00 related to the misrepresentations surrounding the Chamber of
27 Commerce Scheme;
28

1 d. \$17,982.00 related to the misrepresentations surrounding the Turkish
2 Airlines Scheme;

3 e. \$2,000.00 related to the misrepresentations surrounding Mr. Safari's
4 diversion of funds sent by Hamid and Mohammad to Mr. Safari and intended for
5 Meditex; and,

6 f. \$19,975.00 related to the misrepresentations surrounding Mr. Safari's
7 diversion of funds sent by Meditex's customer.

8 62. The damages for the fraud/ fraudulent misrepresentation claim against
9 Mr. Safari total \$359,950.00.

10 63. Counterclaimants have proven each of these elements by clear and convincing
11 evidence.

12 64. In conducting the schemes described above to obtain money from Hamid and
13 Mohammad, Mr. Safari acted with oppression, fraud or malice, express or implied pursuant to
14 *Nev. Rev. Stat. 42.005(1)*. Hamid and Mohammad are thus entitled to an award of punitive
15 damages to be assessed against Mr. Safari.

16 65. Specifically, these acts of deception by Mr. Safari were undertaken with malice
17 as they were despicable conduct engaged in for his personal enrichment and were engaged in
18 with a conscious disregard of the rights of his partners, Hamid and Mohammad

19 66. Mr. Safari committed fraud when he made numerous intentional
20 misrepresentations, deceptions and concealments of material facts which were known to him
21 with the intent to deprive Hamid and Mohammad of their property or otherwise injure them
22 by obtaining their money.

23 67. A subsequent proceeding, pursuant to *NRS 42.005(3)*, shall be conducted to
24 determine the amount of punitive damages to be assessed.

25 **Sixth Claim: Breach of Fiduciary Duty (Against Safari and Mandana)**

26 68. A claim for breach of fiduciary duty consists of three elements: (1) Defendant
27 owed a fiduciary duty to the plaintiff; (2) Defendant breached that duty; and (3) plaintiff
28

1 sustained damages as a proximate cause of that breach. *Stalk v. Mushkin*, 125 Nev. 21, 28,
2 199 P.3d 838, 843 (2009).

3 69. Mr. Safari owed fiduciary duties, including the duties of care and loyalty, to
4 the other members of Meditex, including to Hamid and Mohammad. *Shoen v. SAC Holding*
5 *Corp.*, 122 Nev. 621, 632, 137 P.3d 1171, 1178 (2006); *Double J, LLC v Cfange IT*
6 *Investors, LLC*, No. 08-A-562446-B, 2013 WL 7943359, at *2 (Nev. Dist. Ct. July 02, 2013)
7 (“As the Senior Managers of Games, LLC, [Defendants] owed Plaintiffs and other members
8 of Investors, LLC a fiduciary duty to perform their duties in good faith.”); *JPMorgan Chase*
9 *Bank, N.A. v. KB Home*, 632 F. Supp. 2d 1013, 1026 (D. Nev. 2009); *Auriga Capital Corp. v.*
10 *Gatz Properties*, 40 A.3d 839, 850–51 (Del. Ch. 2012) (“It seems obvious that, under
11 traditional principles of equity, a manager of an LLC would qualify as a fiduciary of that LLC
12 and its members.”).

13 70. “The fiduciary duty among partners is generally one of full and frank
14 disclosure of all relevant information for just, equitable and open dealings at full value and
15 consideration. Each partner has a right to know all that the others know, and each is required
16 to make full disclosure of all material facts within his knowledge in anything relating to the
17 partnership affairs. The requirement of full disclosure among partners in partnership business
18 cannot be escaped.... Each partner must ... not deceive another partner by concealment of
19 material facts. 59(A) Am.Jur.2d Partnership § 425 (1987).” *Clark v. Lubritz*, 113 Nev. at
20 1095–96, 944 P.2d at 865 (1997).

21 71. Mr. Safari breached his fiduciary duties to Hamid and Mohammad by:

22 a. Drafting and sending his partners numerous fake emails from a domain
23 he secretly purchased to impersonate Meditex’s vendor’s domain (SCBA Sales &
24 Rentals, LLC), which was one letter different, and signing those emails as if they were
25 sent by SCBA Sales & Rentals, LLC;

26 b. Drafting and then sending his partners fake, marked up invoices, which
27 he created to look like Meditex’s vendor’s invoices;
28

1 c. Forming a shell company, UTSafety, LLC, to act as an intermediary
2 between Meditex and its vendor, SCBA Sales & Rentals;

3 d. Directing his partners pay his shell company, UTSafety, LLC, instead
4 of its vendor, SCBA Sales & Rentals directly;

5 e. Drafting and sending his partners fake payment instructions, which he
6 made to look like they came from Meditex's vendor, so that Hamid and Mohamad
7 would send money to the shell company, UTSafety, LLC, instead of the real vendor;

8 f. Sending payments from Meditex's bank account, and instructing
9 Hamid to pay the fake, marked up invoices, and sending, and instructing Hamid to
10 send the payments to his shell company, UTSafety, LLC;

11 g. Drafting and sending Hamid a counterfeit invoice made to look like it
12 was created by Las Vegas Metropolitan Chamber of Commerce, and seeking and
13 receiving payment thereon;

14 h. Withdrawing \$224,793.00 from Meditex's accounts while repeatedly
15 telling Hamid and Mohammad the withdrawals were for legitimate business expenses,
16 when they were not, and claiming that supporting documentation would be provided,
17 or was already provided to Meditex's accountant, Eric Lorenz, when it was not;

18 i. Seeking payments as reimbursements for expenses he did not incur
19 with regard to Turkish Airlines, and then receiving and accepting those payments from
20 Hamid in the amount of \$17,982.00;

21 j. Telling Hamid that a \$40,000.00 down payment from Meditex's
22 customer Naskco had been received into Meditex bank account '4797, when in fact
23 that down payment had been diverted to the personal accounts of Mr. Safari and
24 Mandana;

25 k. Telling Hamid and Mohammad that the \$2,000.00 they had sent him to
26 deposit into Meditex's newly opened bank accounts would be deposited, when in fact
27 he never did so;
28

1 I. Creating a fake Certificate and Safety Approval, and forging the
2 signature of Kim Holman on the certificate and on the accompanying fake email,
3 indicating that the products provided to their customer had a long shelf life than they
4 actually had.

5 72. Mandana breached her fiduciary duties to Hamid and Mohammad by:

6 a. Establishing a bank account for a shell company, UTSafety, LLC, to
7 act as an intermediary between Meditex and its vendor, SCBA Sales & Rentals;

8 b. Accepting and spending money from UTSafety, LLC that came from
9 Meditex; and

10 c. Accepting, and not forwarding to Meditex, a \$19,975.00 down payment
11 from Meditex's customer Naskco.

12 73. Punitive damages may be awarded in an action for breach of fiduciary duty.
13 (*Clark v. Lubritz*, 113 Nev. 1089, 1098, 944 P.2d 861, 866–67 (1997) (“[W]e conclude that
14 the breach of fiduciary duty arising from the partnership agreement is a separate tort upon
15 which punitive damages may be based.”))

16 74. In breaching his fiduciary duties as described above, Mr. Safari acted with
17 oppression, fraud or malice, express or implied pursuant to *Nev. Rev. Stat. 42.005(1)*. Hamid
18 and Mohammad are thus entitled to an award of punitive damages to be assessed against
19 Mr. Safari.

20 75. Specifically, these acts of deception by Mr. Safari were undertaken with malice
21 as they were despicable conduct engaged in for his personal enrichment and were engaged in
22 with a conscious disregard of the rights of his partners, Hamid and Mohammad.

23 76. Mr. Safari committed fraud when he made numerous intentional
24 misrepresentations, deceptions and concealments of material facts which were known to him
25 with the intent to deprive Hamid and Mohammad of their property or otherwise injure them
26 by obtaining their money.

27 77. A subsequent proceeding, pursuant to *NRS 42.005(3)*, shall be conducted to
28 determine the amount of punitive damages to be assessed.

1 78. The damages for the breach of fiduciary duties claim against Mr. Safari total
2 \$379,975.00.

3 79. The damages for the breach of fiduciary duties claim against Mandana total
4 \$111,675.00.

5 **Seventh Claim: Aiding and Abetting Breach of Fiduciary Duty (Against Nooshin**
6 **Zahedi)**

7 80. The claim of aiding and abetting requires the following four elements: (1) a
8 fiduciary relationship exists, (2) the fiduciary breached the fiduciary relationship, (3) the third
9 party knowingly participated in the breach, and (4) the breach of the fiduciary relationship
10 resulted in damages. *In re Amerco Derivative Litig.*, 127 Nev. 196, 225, 252 P.3d 681, 702
11 (2011).

12 81. Mr. Safari owed fiduciary duties, including the duties of care and loyalty, to
13 the other members of Meditex, including to Hamid and Mohammad. *Shoen v. SAC Holding*
14 *Corp.*, 122 Nev. 621, 632, 137 P.3d 1171, 1178 (2006); *Double J, LLC v Cfiange IT*
15 *Investors, LLC*, No. 08-A-562446-B, 2013 WL 7943359, at *2 (Nev. Dist. Ct. July 02, 2013)
16 (“As the Senior Managers of Games, LLC, [Defendants] owed Plaintiffs and other members
17 of Investors, LLC a fiduciary duty to perform their duties in good faith.”); *JPMorgan Chase*
18 *Bank, N.A. v. KB Home*, 632 F. Supp. 2d 1013, 1026 (D. Nev. 2009); *Auriga Capital Corp. v.*
19 *Gatz Properties*, 40 A.3d 839, 850–51 (Del. Ch. 2012) (“It seems obvious that, under
20 traditional principles of equity, a manager of an LLC would qualify as a fiduciary of that LLC
21 and its members.”).

22 82. Mr. Safari and Mandana breached their fiduciary duties to Hamid and
23 Mohammad, as noted and listed above with regard to the Sixth Claim.

24 83. Nooshin knowingly participated in the breaches with respect to the UTSafety/
25 SCBA Scheme by:

- 26 a. Forming UTSafety, LLC;
- 27 b. Serving as UTSafety’s sole member and manager;
- 28 c. Establishing bank accounts for UTSafety, LLC;

1 d. Adding Mr. Safari and Mandana as signers on UTSafety's bank
2 accounts; and

3 e. Accepting money from UTSafety, LLC without working for or
4 providing any services to UTSafety, LLC.

5 84. The breaches of fiduciary duties resulted in \$91,700.00 in damages to Hamid
6 and Mohammad.

7 85. Punitive damages may be awarded in an action for aiding and abetting the
8 breach of fiduciary duty.

9 86. In aiding and abetting Mr. Safari and Mandana's fiduciary duties, Nooshin
10 acted with oppression, fraud or malice, express or implied pursuant to *Nev. Rev. Stat.*
11 *42.005(1)*. Hamid and Mohammad are thus entitled to an award of punitive damages to be
12 assessed against Nooshin.

13 87. Nooshin acted with oppression, fraud or malice, express or implied, pursuant
14 to *NRS 42.005(1)*.

15 88. A subsequent proceeding, pursuant to *NRS 42.005(3)*, shall be conducted to
16 determine the amount of punitive damages to be assessed.

17 **Eighth Claim: Civil Conspiracy (Against Safari, Mandana, and Nooshin)**

18 89. A claim for civil conspiracy requires two elements: [1] Actionable civil
19 conspiracy arises where two or more persons undertake some concerted action with the intent
20 "to accomplish an unlawful objective for the purpose of harming another," and [2] damage
21 results. *Consol. Generator-Nevada, Inc. v. Cummins Engine Co.*, 114 Nev. 1304, 1311, 971
22 P.2d 1251, 1256 (1998).

23 90. A plaintiff must provide evidence of an explicit or tacit agreement between the
24 alleged conspirators. *Guilfoyle v. Olde Monmouth Stock Transfer Co.*, 130 Nev. 801, 813,
25 335 P.3d 190, 198 (2014).

26 91. Mr. Safari, Nooshin and Mandana undertook the UTSafety/ SCBA Scheme
27 with the intent to accomplish an unlawful object for the purpose of harming another.
28 Specifically, they:

1 a. Forming a shell company, UTSafety, LLC, to act as an intermediary
2 between Meditex and its vendor, SCBA Sales & Rentals;

3 b. Forming UTSafety, LLC in the name of Nooshin, with Nooshin as the
4 sole member and manager, though she had no involvement with Meditex;

5 c. Establishing bank accounts for UTSafety, LLC, on which Nooshin,
6 Mandana and Mr. Safari, and only them, had full access;

7 d. Accepting large amounts of wire transfers from Meditex into
8 UTSafety's accounts; and

9 e. Withdrawing, spending, and transferring to personal account large
10 amounts of money, specifically \$91,700.00, which was sent by Hamid and Meditex to
11 UTSafety, LLC for the purpose of paying Meditex's vendor, SCBA Sales & Rentals.

12 92. Since Hamid and Mohammad were the sole funders/ contributors to Meditex,
13 these concerted actions were with the purpose of harming Hamid and Mohammad.

14 93. Damages to Hamid and Mohammad in the amount of \$91,700.00 resulted from
15 these concerted actions.

16 94. By forming UTSafety, LLC, signing its governing documents, and signing the
17 bank formation documents, as well as spending and withdrawing money from UTSafety's
18 bank accounts, there is ample evidence of an explicit agreement between Mr. Safari, Nooshin
19 and Mandana.

20 **Ninth Claim: Concert of Action (Against Safari and Mandana) – Abandoned by**
21 **Counterclaimants**

22 **Tenth Claim: Constructive Fraud (Against Safari and Mandana)**

23 95. "Constructive fraud is the breach of some legal or equitable duty which,
24 irrespective of moral guilt, the law declares fraudulent because of its tendency to deceive
25 others or to violate confidence." *Exec. Mgmt., Ltd. v. Ticor Title Ins. Co.*, 114 Nev. 823, 841,
26 963 P.2d 465, 477 (1998), citing *Long v. Towne*, 98 Nev. 11, 13, 639 P.2d 528, 529-30
27 (1982).
28

1 96. “Constructive fraud may arise when there has been ‘a breach of duty arising
2 out of a fiduciary or confidential relationship.’” *Id.*

3 97. The elements for Constructive Fraud are: (1) The defendant owed a legal or
4 equitable duty to the plaintiff arising from a fiduciary or confidential relationship; (2) the
5 defendant breached that duty by misrepresenting or concealing a material fact; and (3) the
6 plaintiff sustained damages due to the defendant’s breach. *Id.*

7 98. Mr. Safari and Mandana owed fiduciary duties to the other members of
8 Meditex, including Hamid and Mohammad.

9 99. Mr. Safari breached those duties by misrepresenting or concealing material
10 facts, including:

11 a. Drafting and sending his partners numerous fake emails from a domain
12 he secretly purchased to impersonate Meditex’s vendor’s domain (SCBA Sales &
13 Rentals, LLC), which was one letter different, and signing those emails as if they were
14 sent by SCBA Sales & Rentals, LLC;

15 b. Drafting and then sending his partners fake, marked up invoices, which
16 he created to look like Meditex’s vendor’s invoices;

17 c. Forming a shell company, UTSafety, LLC, to act as an intermediary
18 between Meditex and its vendor, SCBA Sales & Rentals;

19 d. Not informing his partners that UTSafety, LLC was owned/ controlled
20 by Mr. Safari and Nooshin;

21 e. Not informing his partners that Mr. Safari, Mandana and Nooshin
22 owned and controlled UTSafety, LLC bank accounts;

23 f. Directing his partners pay his shell company, UTSafety, LLC, instead
24 of its vendor, SCBA Sales & Rentals directly;

25 g. Drafting and sending his partners fake payment instructions, which he
26 made to look like they came from Meditex’s vendor, so that Hamid and Mohamad
27 would send money to the shell company, UTSafety, LLC, instead of the real vendor;
28

1 h. Sending payments from Meditex's bank account, and instructing
2 Hamid to pay the fake, marked up invoices, and sending, and instructing Hamid to
3 send the payments to his shell company, UTSafety, LLC;

4 i. Drafting and sending Hamid a counterfeit invoice made to look like it
5 was created by Las Vegas Metropolitan Chamber of Commerce, and seeking and
6 receiving payment thereon;

7 j. Withdrawing \$224,793.00 from Meditex's accounts while repeatedly
8 telling Hamid and Mohammad the withdrawals were for legitimate business expenses,
9 when they were not, and claiming that supporting documentation would be provided,
10 or was already provided to Meditex's accountant, Eric Lorenz, when it was not;

11 k. Seeking payments as reimbursements for expenses he did not incur
12 with regard to Turkish Airlines, and then receiving and accepting those payments from
13 Hamid in the amount of \$17,982.00;

14 l. Telling Hamid that a \$40,000.00 down payment from Meditex's
15 customer Naskco had been received into Meditex bank account '4797, when in fact
16 that down payment had been diverted to the personal accounts of Mr. Safari and
17 Mandana;

18 m. Telling Hamid and Mohammad that the \$2,000.00 they had sent him to
19 deposit into Meditex's newly opened bank accounts would be deposited, when in fact
20 he never did so; and

21 n. Creating a fake Certificate and Safety Approval, and forging the
22 signature of Kim Holman on the certificate and on the accompanying fake email,
23 indicating that the products provided to their customer had a longer shelf life than they
24 actually had.

25 100. Mandana breached those duties by misrepresenting or concealing material
26 facts, including:

27 a. Establishing a bank account for a shell company, UTSafety, LLC, to
28 act as an intermediary between Meditex and its vendor, SCBA Sales & Rentals;

- 1 b. Not informing her partners that Mr. Safari, Mandana and Nooshin
2 owned and controlled UTSafety, LLC bank accounts;
3 c. Accepting and spending money from UTSafety, LLC that came from
4 Meditex; and
5 d. Accepting, and not forwarding to Meditex, a \$19,975.00 down payment
6 from Meditex's customer Naskco.

7 101. Hamid and Mohammad sustained damages due to the defendant's breaches as
8 follows:

- 9 a. \$379,975.00 as a result of Mr. Safari's breaches; and
10 b. \$111,675.00 as a result of Mandana's breaches.

11 **Eleventh Claim: Accounting**

12 102. A cause of action for an accounting requires a showing that a relationship
13 exists between the plaintiff and defendant that requires an accounting, and that some balance
14 is due the plaintiff that can only be ascertained by an accounting. *Brea v. McGlashan*, 3
15 Cal.App.2d 454, 460, 39 P.2d 877 (1934).

16 103. A fiduciary relationship existed between the members of Meditex, including
17 Hamid, Mohammad, Mr. Safari and Mandana.

18 104. Based on the evidence presented at trial, Mr. Safari was to account for the
19 following amounts:

- 20 a. \$224,793.00 withdrawn from Meditex's bank accounts;
21 b. \$91,700.00 obtained utilizing UTSafety, LLC;
22 c. \$3,500.00 he obtained utilizing the fake Chamber of Commerce
23 Invoice;
24 d. \$17,982.00 he obtained utilizing the Turkish Airlines Scheme;
25 e. \$19,975.00 he obtained from Meditex's customer; and,
26 f. \$2,000.00 he obtained from Hamid and Mohammad that was supposed
27 to be deposited into Meditex's bank accounts.
28

1 105. Mr. Safari failed to account for those amounts, and thus owes a total of
2 \$359,950.00 based on an accounting.

3 106. Based on the evidence presented at trial, Mandana was to account for the
4 following amounts:

- 5 a. \$91,700.00 obtained utilizing UTSafety, LLC; and,
6 b. \$19,975.00 she obtained from Meditex's customer.

7 107. Mandana failed to account for those amounts, and thus owes a total of
8 \$111,675.00 based on an accounting.

9 **Breakdown of Damages**

10 108. Damages Assessed Against Mr. Safari.

- 11 a. \$224,793.00 for improper and unapproved distributions;
12 b. \$91,700.00 for the UTSafety/ SCBA Scheme;
13 c. \$3,500.00 for the Chamber of Commerce Scheme;
14 d. \$17,982.00 for the Turkish Airlines Scheme;
15 e. \$42,000.00 for diverted customer payments and contributions;
16 f. \$10,000.00 for spare parts; and
17 g. \$15,500.00 for unrepaid personal loans from Hamid.

18 TOTAL \$405,475.00

19 109. Damages Assessed Against Mandana:

- 20 a. \$91,700.00 for the UTSafety/ SCBA Scheme; and
21 b. \$19,975.00 for diverted customer payments and contributions.

22 TOTAL \$111,675.00

23 110. Damages Assessed Against Nooshin:

- 24 a. \$91,700.00 for the UTSafety/ SCBA Scheme.

25 Any of the foregoing conclusions of law that are more properly characterized as
26 findings of fact, shall be so characterized.

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JUDGMENT

This action came on for trial before the Court, Honorable Mark R. Denton, District Court Judge, presiding, and the issues having been duly tried, and the Court having made its foregoing Findings of Fact and Conclusions of Law,

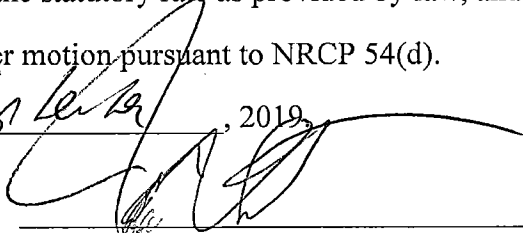
NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiffs take nothing on their claims against Defendants, and that Plaintiffs' claims be, and hereby are, dismissed on the merits; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Counterclaimants Hamid Mojtaheed and Mohammad Mojtaheed recover from the Counterdefendant Parviz Safari a.k.a. Aidan Davis the sum of \$405,475.00, with interest thereon at the statutory rate as provided by law, and their costs incurred; that attorneys' fees may be sought per motion pursuant to NRCP 54(d); and that a subsequent proceeding, pursuant to *NRS 42.005(3)*, shall be conducted to determine the amount of punitive damages to be assessed; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Counterclaimants Hamid Modjtahed and Mohammad Mojtaheed recover from the Counterdefendant Mandana Zahedi the sum of \$111,675.00, with interest thereon at the statutory rate as provided by law, and their costs incurred. Attorneys' fees may be sought per motion pursuant to NRCP 54(d) and that a subsequent proceeding, pursuant to *NRS 42.005(3)*, shall be conducted to determine the amount of punitive damages to be assessed.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Default having been entered against counter-defendant Nooshin Zahedi on June 14, 2019, Counterclaimants Hamid Modjtahed and Mohammad Mojtaheed recover from the Counterdefendant Nooshin Zahedi the sum of \$91,700.00 with interest thereon at the statutory rate as provided by law, and their costs incurred. Attorneys' fees may be sought per motion pursuant to NRCP 54(d).

DATED this 27th day of September, 2019.



Judge, Eighth Judicial District Court
In and for Clark County, Nevada

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CERTIFICATE

I hereby certify that on or about the date filed, and as a courtesy not comprising formal written notice of entry, this document was e-served or a copy of this document was placed in the attorney's folder in the Clerk's Office or mailed to:

FLAHIVE & ASSOCIATES, LTD.
Attn: Andrew Scott Flahive, Esq.

KOLESAR & LEATHAM
Attn: Jonathan D. Blum, Esq.



LORRAINE TASHIRO
Judicial Executive Assistant
Dept. No. XIII

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

May 09, 2016

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

May 09, 2016

9:00 AM

All Pending Motions

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 12A

COURT CLERK: Marwanda Knight

RECORDER: Martha Szramek

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Samuel Marshal, Esq., appearing on behalf of Plaintiff
Jonathan Blum, Esq., appearing on behalf of Defendant

DEFENDANTS' MOTION TO DISMISS PLAINTIFF'S COMPLAINT - REQUEST FOR BUSINESS COURT PURSUANT TO EDCR 1.61(a)(1) and (a)(2)(ii) ... PLAINTIFF, MEDITEX, LLC's LIMITED OPPOSITION TO DEFENDANTS' MOTION TO DISMISS PLAINTIFF'S COMPLAINT AND COUNTERMOTION FOR LEAVE TO AMEND COMPLAINT

Following argument by counsel, Court stated its FINDINGS, and ORDERED, motion GRANTED with leave to amend. COURT FURTHER ORDERED, counter-motion GRANTED WITHOUT PREJUDICE to further proceedings. COURT DIRECTED counsel to promptly serve and file the amended complaint.

Mr. Marshal to submit a proposed order after assign the same by opposing counsel.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

July 11, 2016

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

July 11, 2016

2:15 PM

**Mandatory Rule 16
Conference**

HEARD BY: Denton, Mark R.

COURTROOM: No Location

COURT CLERK: Marwanda Knight

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Samuel Marshall, Esq., appearing on behalf of Plaintiff
Jonathan D. Blum, Esq., appearing on behalf of Defendant

Counsel met with the Court in Chambers for the purpose of the Mandatory Rule 16 Conference, which counsel could also consider being their Rule 16.1 Conference. COURT ADVISED discovery is now heard by the Department for Business Court matters and all discovery motions should be directed to this Court's attention.

COURT DIRECTED counsel to submit a Joint Case Conference Report by the close of business on July 25, 2016, the JCCR is to comply with NRCP 16.1(c)(1,3, & 4); and ORDERED, status check SET for August 4, 2016 at 9:00am to determine if the Joint Case Conference Report (JCCR) has been filed. If filed, attendance is not required. However, if the JCCR has not been filed counsel must appear to explain why it has not been filed and the amount of time needed for compliance. COURT NOTED the case is being carried as a non-jury case.

Regarding the amount of time for discovery, Mr. Blum stated that considering the nature of the allegations, counsel would require one (1) year until the close of discovery. COURT ADVISED that

based upon that date the Department would issue a combined Scheduling/Trial Order.

As to having a Settlement Conference, Mr. Blum advised that the attorneys are optimistic that they may get to that point in the case, but they're not there yet. COURT ADVISED that if there is a consensus they are to contact the Department's Judicial Executive Assistant for assistance in scheduling with another Business Court Judge. If no consensus, the party that desires a Settlement Conference may file a motion to compel.

As to case management apart from discovery, counsel noted the need for a standard protective order that they will try to resolve by stipulation. COURT ADVISED that if they can't arrive at a stipulation to bring a motion. Thereafter, counsel did not acknowledge any additional issues that would require the Court's attention.

08/04/2016 9:00am | STATUS CHECK RE: JCCR FILING

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

October 03, 2016

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

**October 03, 2016 9:00 AM Motion to Withdraw as
Counsel**

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 12A

COURT CLERK: Marwanda Knight

RECORDER: Martha Szramek

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Samuel Marshall, Esq., appeared on behalf of Plaintiff, Meditex

At Shumway Van s Motion to Withdraw as Attorney of Record for: Meditex, LLC; Parviz Safari; Mandana Zahedi; Nooshin Zahedi; and UTSafety, LLC, Mr. Marshall advised he received a Substitution of Counsel filed on September 30, 2016, which resolves the matter and moots the motion on calendar. COURT SO NOTED.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

May 25, 2017

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

**May 25, 2017 9:00 AM Motion for Protective
Order**

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Marwanda Knight

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- COURT ORDERED, matter CONTINUED pursuant to Stipulation and Order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

May 30, 2017

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

May 30, 2017

9:00 AM

All Pending Motions

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Marwanda Knight

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Court noted no appearances and advised it signed an order continuing today's hearing to July 10, 2017 at 9:00 a.m.

CONTINUED TO: 07/10/2017 9:00 A.M.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

June 05, 2017

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

**June 05, 2017 9:00 AM Motion for Protective
Order**

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Marwanda Knight

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Keen Ellsworth, Esq., appeared on behalf of Pltfs
Jonathan Blum, Esq., appeared on behalf of Defts

Counsel argued regarding Defts' attempt to depose the Pltfs' mother-in-law and the burden of the costs incurred. After hearing from both sides, COURT ORDERED, Motion DENIED; the Court will not hold the deponent in contempt, but will require that she, along with Pltfs' counsel, reimburse Defts for the costs incurred with the deponent's failure to appear, jointly and severally.

COURT FURTHER ORDERED that Pltf reschedule the deposition and that it take place within the next two (2) weeks.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

July 06, 2017

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

July 06, 2017 2:39 PM Minute Order

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Marwanda Knight

RECORDER: Martha Szramek

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

-

Cause appearing, and pursuant to EDCR 2.20(e), EDCR 2.23(c), the Court GRANTS Defendants/ Counter-Claimants Motion to Seal Exhibit J to Quash Subpoena and Motion for Protective Order and ORDERS such Motion removed from its civil motion calendar of Monday, July 10, 2017. Counsel for Defendants to submit proposed order.

IT IS SO ORDERED.

Attorneys:

Jonathan D. Blum, Esq.
KOLESAR & LEATHAM

Fax: 702-362-9472

Keen L. Ellsworth, Esq.
ELLSWORTH & BENNION, CHTD.

Fax: 702-658-2502

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

August 24, 2017

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

August 24, 2017 9:00 AM Motion to Quash

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 03D

COURT CLERK: Marwanda Knight

RECORDER: Jennifer Gerold

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- APPEARANCES: Keen Ellsworth, Attorney for Pltfs
Jonathan Blum, Attorney for Defts

Following argument by counsel, Court stated its FINDINGS, and ORDERED, Motion DENIED, noting what counsel proposed relative to the "attorneys' eyes only" aspect is fair; the producing party is to provide the items relative to the fall of 2016 for "attorneys' eyes only" and determine if there is a need to confer with the clients. Additional colloquy regarding redactions.

Court directed Mr. Ellsworth to submit the proposed order after passing the same by Mr. Blum.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

January 04, 2018

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

**January 04, 2018 9:00 AM Motion to Extend
Discovery**

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Marwanda Knight

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT: Blum, Jonathan D. Attorney
 Ellsworth, Keen L Attorney

JOURNAL ENTRIES

- Following arguments by counsel, COURT stated it was persuaded by the Deft's position, and ORDERED, Motion DENIED.

Mr. Blum to submit the proposed order after passing the same by Mr. Ellsworth.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

March 29, 2018

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

March 29, 2018 9:00 AM All Pending Motions

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 03D

COURT CLERK: Alice Jacobson

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT: Blum, Jonathan D. Attorney
Ellsworth, Keen L Attorney
Walther, Eric D. Attorney

JOURNAL ENTRIES

- Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Ali Mojtaheh

Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Hamid Modjtahed and Mohammad Mojtaheh

Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Parvis Safari

Following arguments by counsel. COURT ORDERED, Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Parvis Safari, UNDER ADVISEMENT and an order will be issued from Chambers.

Following arguments by counsel regarding shipping. COURT ORDERED, Defendants/Counter-

Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Ali Mojtahed, GRANTED.

Following arguments by counsel regarding interference of an order canceled and returned. COURT ORDERED, Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Hamid Modjtahed and Mohammad Mojtahed, DENIED as to accounting claim; GRANTED as to the remaining claims as there were no genuine issues of matter fact remaining.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

April 16, 2018

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

April 16, 2018 9:00 AM Motion in Limine

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Alice Jacobson

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- No parties present. Court noted that it received a letter from Mr. Ellsworth to continue the motion.
COURT ORDERED, matter CONTINUED 4/23/18 9:00AM.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

April 23, 2018

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

April 23, 2018 9:00 AM Motion in Limine

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 03D

COURT CLERK: Aja Brown

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT: Blum, Jonathan D. Attorney

JOURNAL ENTRIES

- Following the representations of Mr. Blum, COURT ORDERED, Motion GRANTED. Court directed Mr. Blum to prepare the order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

April 23, 2018

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

April 23, 2018 2:00 PM Calendar Call

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Aja Brown

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT: Blum, Jonathan D. Attorney
 Ellsworth, Keen L Attorney

JOURNAL ENTRIES

- Upon Court's inquiry, Mr. Blum confirmed the parties have agreed to continue the trial. Mr. Blum further stated the basis of the continuance is Mr. Ellsworth's intention to withdraw from the case. Upon Mr. Blum's inquiry, Mr. Ellsworth indicated it is his belief the client will get the Substitution of Attorney signed and filed within the week and the September stack will be sufficient. Colloquy regarding counsel's availability for trial. COURT ORDERED, trial VACATED and RESET. Court provided counsel with a Standby trial date of May 4, 2018 at 2:00 PM.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

June 21, 2018

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

June 21, 2018

9:00 AM

All Pending Motions

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Vanessa Medina

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:

Blum, Jonathan D.
Walther, Eric D.

Attorney
Attorney

JOURNAL ENTRIES

- Andrew Flahive, Esq., on behalf of Plaintiff, also present.

DEFENDANTS/ COUNTER-CLAIMANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT ON COUNTER-CLAIMANTS' NON-FRAUD CLAIMS AGAINST PARVIZ SAFARI...PLAINTIFF, PARVIZ SAFARI'S OPPOSITION TO DEFENDANT/ COUNTER CLAIMANTS MOTION FOR PARTIAL SUMMARY JUDGMENT ON COUNTER CLAIMANT'S NON FRAUD CLAIMS AGAINST PARVIZ SAFARI AND COUNTERMOTION TO REOPEN DISCOVERY

Mr. Flahive advised he was in the process of substituting as counsel. Arguments by Mr. Walther and Mr. Flahive. Court stated its findings, and ORDERED Motion GRANTED IN PART relative to the breach of contract claim; DENIED IN PART relative to the implied covenant of good faith and fair dealing. Court directed Plaintiff's Counsel to prepare the proposed order. COURT FURTHER ORDERED, Mr. Flahive's oral motion to reopen discovery, DENIED.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

September 17, 2018

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

September 17, 2018 10:00 AM Settlement Conference

HEARD BY: Allf, Nancy **COURTROOM:** RJC Courtroom 03A

COURT CLERK: Nicole McDevitt

RECORDER: Brynn White

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- A settlement conference was held before the honorable Nancy Allf in which parties were unable to settle.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

November 13, 2018

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

November 13, 2018 1:00 PM Calendar Call

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Sandra Pruchnic

REPORTER:

PARTIES

PRESENT: Blum, Jonathan D. Attorney
 Flahive, Andrew Scott, ESQ Attorney

JOURNAL ENTRIES

- Upon Court's inquiry, Mr. Blum advised he anticipates 8-10 days in his case in chief regarding the counter claims based upon 9 witnesses and the need for Farsi interpreters. Mr. Flahive advised he anticipates 2-3 days for his case. Court noted there are 6 days available in this stack. Mr. Blum requested to move trial to the next stack and Mr. Flahive had no objection. COURT ORDERED, trial VACATED and RESET. Court noted it will take into account the duration when resetting the trial date. Colloquy regarding the upcoming trial stacks. Upon Court's inquiry regarding a Settlement Conference, Mr. Blum advised the parties attended a Settlement Conference with Judge Allf and did not make any progress.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

February 25, 2019

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

February 25, 2019 2:00 PM Calendar Call

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT: Blum, Jonathan D. Attorney
Flahive, Andrew Scott, ESQ Attorney

JOURNAL ENTRIES

- Counsel estimated trial to last 10-13 days and provided their availability to the Court. MATTER TRAILED.

MATTER RECALLED. Court provided counsel with a trial date and standby time. Mr. Blum noted given the out of state witnesses and so many parties, counsel would like to have a more definitive date to coordinate and prepare. Mr. Flahive concurred. COURT ORDERED, trial VACATED and to be RESET on the next stack. Mr. Flahive advised his schedule for July is completely open. Mr. Blum stated he will contact his clients to see when the best date would be and will contact the Court regarding resetting trial.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

April 04, 2019

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

**April 04, 2019 9:00 AM Motion for Preferential
Trial Setting**

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT: Blum, Jonathan D. Attorney

JOURNAL ENTRIES

- Court noted the Motion appears to be moot as trial has already been scheduled. Mr. Blum advised he was actually hoping to get a firm date. Court advised it does not give a firm setting on a motion for preferential trial setting, it will give the preference on the stack but if a firm setting is requested it needs to be further developed. Mr. Blum stated they are hoping they can get some sort of preference on the stack so they do not get bumped to the next stack at the time of the Calendar Call. COURT ORDERED, Defendants/ Counterclaimants' Hamid Modjtahed and Mohammed Mojtahed's Motion for Preferential Trial Setting GRANTED. Mr. Blum added he hopes to go on the May stack. Court so noted.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

April 29, 2019

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

April 29, 2019 2:00 PM Calendar Call

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT: Blum, Jonathan D. Attorney
Flahive, Andrew Scott, ESQ Attorney

JOURNAL ENTRIES

- Counsel confirmed 10-13 days for trial and provided their availability to the Court. MATTER TRAILED.

MATTER RECALLED. COURT ORDERED, trial date SET for May 21, 2019 at 9:00 am with Pre-Trial Memoranda DUE by close of business on May 17, 2019.

5/21/19 9:00 AM BENCH TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters**COURT MINUTES****May 21, 2019**

A-15-729030-B Meditex, LLC, Plaintiff(s)
 vs.
 Hamid Modjtahed, Defendant(s)

May 21, 2019 9:00 AM Bench Trial

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Ali	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant
	Safari, Parviz	Plaintiff
		Counter Defendant
	Zahedi, Mandana	Plaintiff
		Counter Defendant

JOURNAL ENTRIES

- Farsi Interpreter, Ladan Dillon, present.

Exclusionary rule INVOKED. Arguments by counsel regarding Ali Mojtahed being excluded from the courtroom. Court allowed Ali Mojtahed to remain. Opening statements by Mr. Flahive and Mr. Blum. Testimony and exhibits presented (see worksheets). COURT ORDERED, trial CONTINUED.

CONTINUED TO: 5/22/19 9:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters**COURT MINUTES****May 22, 2019**

A-15-729030-B Meditex, LLC, Plaintiff(s)
 vs.
 Hamid Modjtahed, Defendant(s)

May 22, 2019 9:00 AM Bench Trial

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Ali	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant
	Safari, Parviz	Plaintiff
		Counter Defendant
	Zahedi, Mandana	Plaintiff
		Counter Defendant

JOURNAL ENTRIES

- Farsi Interpreter, Ladan Dillon, present.

Colloquy regarding trial schedule. Testimony and exhibits presented (see worksheets). COURT ORDERED, trial CONTINUED.

CONTINUED TO: 5/23/19 10:15 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters**COURT MINUTES****May 23, 2019**

A-15-729030-B Meditex, LLC, Plaintiff(s)
 vs.
 Hamid Modjtahed, Defendant(s)

May 23, 2019 10:15 AM Bench Trial

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Ali	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant
	Safari, Parviz	Plaintiff
		Counter Defendant
	Zahedi, Mandana	Plaintiff
		Counter Defendant

JOURNAL ENTRIES

- Mr. Blum advised the interpreter is not present today as the interpreter was not paid. Court so noted. Mr. Flahive had no objection to proceeding without an interpreter. Testimony and exhibits presented (see worksheets). COURT ORDERED, matter SET for Status Check.

5/28/19 2:00 PM STATUS CHECK: TRIAL SETTING

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

May 28, 2019

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

May 28, 2019 2:00 PM Status Check

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT: Blum, Jonathan D. Attorney
 Flahive, Andrew Scott, ESQ Attorney

JOURNAL ENTRIES

- Counsel provided their availability to the Court for continuance of trial. MATTER TRAILED.

MATTER RECALLED. COURT ORDERED, trial date SET for June 12, 2019, with a standby date of June 7, 2019 at 2:00 p.m. If the case ahead of this case is still scheduled to go, then the trial date will be vacated and reset on another stack. COURT FURTHER ORDERED, trial date SET for June 25, 2019, with a standby date of June 21, 2019 at 2:00 p.m. If the case ahead of this case is still scheduled to go, then the trial date will be vacated and reset on another stack.

6/12/19 9:00 AM BENCH TRIAL

6/25/19 9:00 AM BENCH TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters**COURT MINUTES****June 11, 2019**

A-15-729030-B Meditex, LLC, Plaintiff(s)
 vs.
 Hamid Modjtahed, Defendant(s)

June 11, 2019**1:30 PM****Bench Trial****HEARD BY:** Denton, Mark R.**COURTROOM:** RJC Courtroom 03D**COURT CLERK:** Madalyn Kearney**RECORDER:** Jennifer Gerold**REPORTER:****PARTIES****PRESENT:**

Blum, Jonathan D.	Attorney
Flahive, Andrew Scott, ESQ	Attorney
Modjtahed, Hamid	Defendant
	Counter Claimant
Mojtahed, Mohammad	Defendant
	Counter Claimant

JOURNAL ENTRIES

- Mr. Flahive advised Plaintiffs are not present as one Plaintiff is having medical issues and he will provide the Court with medical documentation this week. Mr. Blum advised he has set up defense witnesses this week as it is time for Mr. Safari's cross and he is not present. Mr. Flahive advised he has a rebuttal witness in Canada that he would like to set up travel arrangements for. Mr. Blum objected to the witness being called as he was not disclosed. Court advised it will not make an advanced ruling at this time. Court noted Plaintiff's case will be interrupted due to the availability issue and Defendants will now begin their case. Testimony and exhibits presented (see worksheets). COURT ORDERED, trial CONTINUED.

CONTINUED TO: 6/12/19 10:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

June 12, 2019

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

June 12, 2019 10:00 AM Bench Trial

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT: Blum, Jonathan D. Attorney
Flahive, Andrew Scott, ESQ Attorney
Modjtahed, Hamid Defendant
Counter Claimant
Mojtahed, Mohammad Defendant
Counter Claimant

JOURNAL ENTRIES

- Colloquy regarding Nooshin Zahedi being represented by counsel. Testimony and exhibits presented (see worksheets). COURT ORDERED, trial CONTINUED.

CONTINUED TO: 6/13/19 1:30 PM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters**COURT MINUTES****June 13, 2019**

A-15-729030-B Meditex, LLC, Plaintiff(s)
 vs.
 Hamid Modjtahed, Defendant(s)

June 13, 2019 1:30 PM Bench Trial

HEARD BY: Denton, Mark R.**COURTROOM:** RJC Courtroom 03D**COURT CLERK:** Madalyn Kearney**RECORDER:** Jennifer Gerold**REPORTER:****PARTIES**

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant

JOURNAL ENTRIES

- Testimony and exhibits presented (see worksheets). Mr. Blum sought default against Nooshin Zahedi. Upon Court's inquiry, Mr. Blum confirmed he subpoenaed her. COURT ORDERED, default ENTERED against Nooshin Zahedi. Mr. Blum and Mr. Flahive provided the Court with copies of medical documents and emails regarding Mr. Safari's medical condition. Mr. Blum argued in support of his request to strike Plaintiffs' remaining accounting claim due to the nonappearance of Mr. Safari. Court advised it will withhold ruling at this time. Court directed counsel to make redactions to the documents and provide them back to the Court to be made a part of the record.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

June 14, 2019

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

June 14, 2019 1:30 PM Bench Trial

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant

JOURNAL ENTRIES

- Testimony and exhibits presented (see worksheets). Default Against Counter-Defendant, Nooshin Zahedi SIGNED IN OPEN COURT. COURT ORDERED, trial CONTINUED.

CONTINUED TO: 6/19/19 9:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters**COURT MINUTES****June 19, 2019**

A-15-729030-B Meditex, LLC, Plaintiff(s)
 vs.
 Hamid Modjtahed, Defendant(s)

June 19, 2019 9:00 AM Bench Trial

HEARD BY: Denton, Mark R.**COURTROOM:** RJC Courtroom 03D**COURT CLERK:** Madalyn Kearney**RECORDER:** Jennifer Gerold**REPORTER:****PARTIES**

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant
	Safari, Parviz	Plaintiff
		Counter Defendant
	Zahedi, Mandana	Plaintiff
		Counter Defendant

JOURNAL ENTRIES

- Testimony and exhibits presented (see worksheets).

IN CHAMBERS: Court met with counsel in Chambers to discuss scheduling. Colloquy regarding scheduling the Motions filed by Mr. Flahive last night. COURT ORDERED, Motion to Allow Testimony of PMK Yusen Logistics (Canada), Inc. and/or Bill Carter and Motion to Vacate Order Granting Counterclaimants' Motion in Limine to Exclude Reference to Illegal Sales to Iran or in the Alternative to be Allowed to Elicit Testimony Regarding Sanctions Against Iran SET for Tuesday, June 25th at 9:00 am. Due to the availability of counsel, COURT FURTHER ORDERED, trial date of June 28, 2019 VACATED. Court advised it will discuss scheduling the resumption of trial on Friday.

Mr. Blum estimated needing 4 more days beyond what is scheduled.

Testimony and exhibits continued (see worksheets). COURT ORDERED, trial CONTINUED.

CONTINUED TO: 6/21/19 9:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

June 21, 2019

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

June 21, 2019 9:00 AM Bench Trial

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 03D

COURT CLERK: Lorna Shell

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant
	Safari, Parviz	Plaintiff
		Counter Defendant

JOURNAL ENTRIES

- Also present was Ladan Dillon, Farsi Interpreter.

Testimony and Exhibits presented (see worksheets).

Following colloquy regarding availability of counsel during the month of July, COURT ORDERED,
Trial Dates SET; Trial CONTINUED.

CONTINUED TO: 06/25/19 9:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

June 25, 2019

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

June 25, 2019

9:00 AM

All Pending Motions

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant
	Safari, Parviz	Plaintiff
		Counter Defendant

JOURNAL ENTRIES

- MOTION TO ALLOW TESTIMONY OF PMK YUSEN LOGISTICS (CANADA), INC. AND/OR BILL CARTER...MOTION TO VACATE ORDER GRANTING COUNTERCLAIMANTS' MOTION IN LIMINE TO EXCLUDE REFERENCE TO ILLEGAL SALES TO IRAN OR IN THE ALTERNATIVE TO BE ALLOWED TO ELICIT TESTIMONY REGARDING SANCTIONS AGAINST IRAN...BENCH TRIAL

Farsi Interpreter, Ladan Dillon, present.

Arguments by Mr. Flahive and Mr. Blum regarding the Motion to Allow Testimony of PMK Yusen Logistics (Canada), Inc. and/or Bill Carter. COURT ORDERED, Motion GRANTED conditionally; only one 30(b)(6) witness will be allowed to testify; the witness will have to testify in open court, not

by telephone or other means; Defendant is allowed to depose him in Las Vegas at the expense and cost of Plaintiff; the deposition needs to be set up before the witness is allowed to testify. Mr. Flahive to prepare the order. Court noted the deposition could take place the day before the witness testifies. Arguments by Mr. Flahive and Mr. Blum regarding the Motion to Vacate Order Granting Counterclaimants' Motion in Limine to Exclude Reference to Illegal Sales to Iran or in the Alternative to be Allowed to Elicit Testimony Regarding Sanctions Against Iran. COURT ORDERED, Motion DENIED; Court noted it will not allow the evidence unless the door is opened. Testimony and exhibits presented (see worksheets). COURT ORDERED, trial CONTINUED.

CONTINUED TO: 6/26/19 9:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

June 26, 2019

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

June 26, 2019 9:00 AM Bench Trial

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant
	Safari, Parviz	Plaintiff
		Counter Defendant

JOURNAL ENTRIES

- Farsi Interpreter, Ladan Dillon, present.

Testimony and exhibits presented (see worksheets). COURT ORDERED, trial CONTINUED.

CONTINUED TO: 6/27/19 10:30 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters**COURT MINUTES****June 27, 2019**

A-15-729030-B Meditex, LLC, Plaintiff(s)
 vs.
 Hamid Modjtahed, Defendant(s)

June 27, 2019 10:30 AM Bench Trial

HEARD BY: Denton, Mark R.**COURTROOM:** RJC Courtroom 03D**COURT CLERK:** Madalyn Kearney**RECORDER:** Jennifer Gerold**REPORTER:****PARTIES**

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant
	Safari, Parviz	Plaintiff
		Counter Defendant

JOURNAL ENTRIES

- Farsi Interpreter, Ladan Dillon, present.

Testimony and exhibits presented (see worksheets). Colloquy regarding scheduling of the 30(b)(6) witness' deposition. Court advised the deposition can be taken by videoconference at the expense of Plaintiff with a 24 hour turnaround time on the transcript. COURT ORDERED, Status Check SET for July 11th at 9:00 am. Court noted they will discuss at that time the day testimony will be given by that witness and deposition scheduling. Mr. Blum requested to receive the name of the witness and witness information by July 8th at 2:00 pm; COURT SO ORDERED. COURT FURTHER ORDERED, trial SET for an additional day on July 17th at 1:30 pm.

7/11/19 9:00 AM STATUS CHECK: 30(B)(6) WITNESS

PRINT DATE: 10/29/2019

Page 37 of 45

Minutes Date:

May 09, 2016

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

July 11, 2019

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

July 11, 2019 9:00 AM Status Check

HEARD BY: Denton, Mark R.**COURTROOM:** RJC Courtroom 03D**COURT CLERK:** Madalyn Kearney**RECORDER:** Jennifer Gerold**REPORTER:****PARTIES**

PRESENT: Blum, Jonathan D. Attorney
Flahive, Andrew Scott, ESQ Attorney

JOURNAL ENTRIES

- Mr. Blum advised he has received the name of the PMK witness and counsel have been discussing dates for the deposition and trial testimony. Mr. Blum noted when the Motion was granted the deposition had to be taken in Las Vegas and then there was discussion as to a videoconference deposition. Mr. Blum advised he does not believe a videoconference deposition will work as it is a document intensive case and he would like the deposition to take place in Las Vegas. Mr. Flahive advised the Court previously approved a videoconference deposition. Court advised it is fair to depose the witness in person. Mr. Flahive noted this is putting an unnecessary financial burden on his client and advised his witness is available on July 25th and 26th. Mr. Blum reiterated he wants a same day transcript or a transcript in his hand before he walks into trial. Court advised it will require the witness to appear here in person. Due to his schedule, Mr. Flahive requested to vacate the trial date of July 24th. Mr. Blum had no objection. COURT ORDERED, trial date of July 24th VACATED. Colloquy regarding the logistics of the 30(b)(6) witness testifying. Mr. Blum requested to have Mr. Flahive speak with his witness so counsel can get on the same page regarding the witness being deposed and testifying. Once counsel is on the same page, they can have a conference call with the Court. Court so noted.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters**COURT MINUTES****July 16, 2019**

A-15-729030-B Meditex, LLC, Plaintiff(s)
 vs.
 Hamid Modjtahed, Defendant(s)

July 16, 2019 1:30 PM Bench Trial

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant
	Safari, Parviz	Plaintiff
		Counter Defendant

JOURNAL ENTRIES

- Ladan Dillon, Farsi Interpreter, present.

Due to the availability of the Court, COURT ORDERED, trial date of July 30, 2019 VACATED. Court noted it can start trial early on Thursday morning at 10:30 am. Mr. Blum advised he will check with his witness to see if he can appear earlier in the day. Testimony and exhibits presented (see worksheets). COURT FURTHER ORDERED, trial CONTINUED.

CONTINUED TO: 7/17/19 1:30 PM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

July 17, 2019

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

July 17, 2019 1:30 PM Bench Trial

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant
	Safari, Parviz	Plaintiff
		Counter Defendant

JOURNAL ENTRIES

- Ladan Dillon, Farsi Interpreter, present.

Mr. Blum confirmed his witness is available to proceed tomorrow at 10:30 am. Court so noted. Mr. Flahive added the Yusen deposition can take place on July 30th with testimony to follow on July 31st. Testimony and exhibits presented (see worksheets). COURT ORDERED, trial CONTINUED.

CONTINUED TO: 7/18/19 10:30 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

July 18, 2019

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

July 18, 2019 10:30 AM Bench Trial

HEARD BY: Denton, Mark R.**COURTROOM:** RJC Courtroom 03D**COURT CLERK:** Madalyn Kearney**RECORDER:** Jennifer Gerold**REPORTER:****PARTIES**

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant
	Safari, Parviz	Plaintiff
		Counter Defendant

JOURNAL ENTRIES

- Testimony and exhibits presented (see worksheets). Mr. Blum advised the Yusen deposition will take place on the 30th with testimony to follow on the 31st. Upon Court's inquiry, counsel confirmed the 25th, 26th and 29th could be vacated with trial to resume on the 31st; COURT SO ORDERED. Mr. Blum requested to resume trial at 1:30 pm on the 31st. Mr. Flahive had no objection. Court noted it only has the afternoons of August 1st and 2nd to finish trial. Counsel advised they would contact the Court's Judicial Executive Assistant to coordinate scheduling dates for closing arguments. COURT ORDERED, trial CONTINUED.

CONTINUED TO: 7/31/19 1:30 PM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters**COURT MINUTES****July 31, 2019**

A-15-729030-B Meditex, LLC, Plaintiff(s)
 vs.
 Hamid Modjtahed, Defendant(s)

July 31, 2019 1:30 PM Bench Trial

HEARD BY: Denton, Mark R.**COURTROOM:** RJC Courtroom 03D**COURT CLERK:** Madalyn Kearney**RECORDER:** Jennifer Gerold**REPORTER:****PARTIES**

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant
	Safari, Parviz	Plaintiff
		Counter Defendant

JOURNAL ENTRIES

- Mr. Blum advised Mr. Flahive is calling his last witness today and he has one rebuttal witness for their case that will go tomorrow with an interpreter. Mr. Blum requested to schedule an additional trial date for closing arguments. Colloquy regarding scheduling and availability. COURT ORDERED, additional trial dates SET on August 1, 2019 at 1:30 pm and August 7, 2019 at 9:30 am. Testimony and exhibits presented (see worksheets). Mr. Flahive made an oral motion to have the pleadings conformed to reflect the evidence. Mr. Flahive requested to add claims of breach of covenant of good faith and fair dealing and unjust enrichment. Argument in opposition by Mr. Blum. Court noted it seems unjust enrichment can correspond with accounting. COURT FURTHER ORDERED, oral motion GRANTED IN PART relative to deeming the complaint to include a claim for unjust enrichment and DENIED as it seeks to plead breach of the implied covenant of good faith and fair dealing. COURT ORDERED, trial CONTINUED.

CONTINUED TO: 8/1/19 1:30 PM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

August 01, 2019

A-15-729030-B Meditex, LLC, Plaintiff(s)
vs.
Hamid Modjtahed, Defendant(s)

August 01, 2019 1:30 PM Bench Trial

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Kerry Esparza

REPORTER:

PARTIES

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant
	Safari, Parviz	Plaintiff
		Counter Defendant

JOURNAL ENTRIES

- Ladan Dillon, Farsi Interpreter, present.

Testimony and exhibits presented (see worksheets). Defense RESTED. COURT ORDERED, trial CONTINUED.

CONTINUED TO: 8/7/19 9:30 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters**COURT MINUTES****August 07, 2019**

A-15-729030-B Meditex, LLC, Plaintiff(s)
 vs.
 Hamid Modjtahed, Defendant(s)

August 07, 2019 9:30 AM Bench Trial

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 03D

COURT CLERK: Madalyn Kearney

RECORDER: Jennifer Gerold

REPORTER:

PARTIES

PRESENT:	Blum, Jonathan D.	Attorney
	Flahive, Andrew Scott, ESQ	Attorney
	Modjtahed, Hamid	Defendant
		Counter Claimant
	Mojtahed, Ali	Defendant
		Counter Claimant
	Mojtahed, Mohammad	Defendant
		Counter Claimant
	Safari, Parviz	Plaintiff
		Counter Defendant

JOURNAL ENTRIES

- Court noted the evidence is closed and now is the time for summation. Closing arguments by Mr. Flahive and Mr. Blum. Court directed each side to submit proposed findings of fact and conclusions of law and proposed judgment to the Court by close of business September 13, 2019. COURT ORDERED, decision UNDER ADVISEMENT as of September 16, 2019.

CLERK'S NOTE: Per direction of counsel via email, all unadmitted exhibits are to be destroyed. Original transcripts not published have been returned to counsel. /mk 8/8/19

JOINT PRE-TRIAL EXHIBIT LIST

CASE NO.: A-15-729030-B

TRIAL DATE: May 21, 2019

DEPT. NO.: XIII

JUDGE: Hon. Mark R. Denton

CLERK: Madalyn Kearney

PARVIZ SAFARI and MANDANA ZAHEDI,
individually and on behalf of MEDITEX, LLC,

REPORTER: Jennifer Gerold

Plaintiffs,

ANDREW S. FLAHERTY, ESQ.
COUNSEL FOR PLAINTIFFS

vs.

HAMID MODJTAHED, an individual, and
MOHAMMAD MOJTAHED, an individual

JONATHAN D. BLUM, ESQ.
SCOTT D. FLEMING, ESQ.
COUNSEL FOR DEFENDANTS

Defendants, et al.

Ex. #	Document	Bate No.	Offered		Admitted	
			Date	OBJ	Date	
J-1 wy	Outgoing Wire Transfer Request (Holman's Depo Ex. 47 & Nooshin Zahedi Depo Ex. 12)	MEDITEX000330 - MEDITEX000331	5/23/19	no	5/23/19	
J-2 wy	NutraLab Sales Confirmation, August 19, 2015	MEDITEX000386 - MEDITEX000387				
J-3 wy	Emails	MEDITEX000392 - MEDITEX000401				
J-4 wy	Wire Transfer Combined Disclosure and Receipt, September 10, 2015	MEDITEX000402				

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				Offered			Admitted
Ex. #	Document	Bate No.		Date		OBJ	Date
J-5 w	Email Regarding Sales Documents	MEDITEX000403		5/23/19		no	5/23/19
J-6 w	Various Emails	MEDITEX000404 – MEDITEX000422					
J-7 \$	Various Emails	MEDITEX000423 – MEDITEX000433					
J-8 \$	NV SOS Entity Details for SCBA Sales and Rentals LLC	MEDITEX000434 – MEDITEX000435					
J-9 w	NutraLab Cancellation Order, 4/25/16	MEDITEX000436					
J-10 w	NutraLab Cancellation Order, 4/25/16	MEDITEX000437 – MEDITEX000439					
J-11 w	07/09/13 Email from A Safari to M Mojtaled re. Price	MEDITEX001674					

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Ex. #	Document	Bate No.	Offered Date	OBI	Admitted Date
J-12 WA	Emails re. vitamin orders	MEDITEX001676 – MEDITEX001695	5/22/19	no	5/22/19
J-13 WA	Wells Fargo Bank Statements (Mandana Zahedi Depo Ex. 7, 11; and Nooshin Zahedi Depo. Ex. 8)	MEDITEX001704 – MEDITEX001715	5/23/19	no	5/23/19
J-14 WA	Wells Fargo Bank Statements (Mandana Zahedi Depo Ex. 9, 10 and Nooshin Zahedi Depo. Ex. 13)	MEDITEX001733- MEDITEX001747			
J-15 WA	Table of UT Safety Acct. '0660	MEDITEX001756 – MEDITEX001762			
J-16 WA	SCBA documents (Holman's Depo Ex. 1, 2, 3, 11, 15, 41, 16, 42, 19, 13, 20, 21, 44, 43, 22, 23, 34, 35)	MEDITEX001767 – MEDITEX001868			
J-17 WA	SCBA documents (Holman's Depo Ex. 1, 2, 3, 11, 15, 41, 16, 42, 19, 13, 20, 21, 44, 43, 22, 23, 34, 35)	MEDITEX001869 – MEDITEX001961			
J-18 WA	Custodian of Records Network Solutions LLC	MEDITEX001962	5/23/19	no	5/23/19

				Offered			Admitted
Ex. #	Document	Bate No.		Date		OBJ	Date
J-19 WA	Network Solutions Documents re scbaseleco.com (Holman's Depo Ex. 5; Mandana Zahedi Depo Ex. 13; and Nooshin	MEDITEX001964 – MEDITEX002015		5/23/19		no	5/23/19
J-20 WA	UT Safety P.O.	MEDITEX001807 – MEDITEX001808					
J-21 WA	06/16/14 emails between sales@scbarentalco.com and aidansafari@gmail.com re. AW Bill	MEDITEX001898					
J-22 WA	06/25/14 emails between sales@scbarentalco.com and aidansafari@gmail.com re. Hello	MEDITEX001900					
J-23 WA	Safari/Mojtahed/SCBA Emails	MEDITEX002016 – MEDITEX002019					
J-24 WA	Payments Email Dated 8-29-14 (Lorenz Depo Ex. MM)	MEDITEX002020					
J-25 WA	Email dated November 13, 2014 with attached Certificate and Safety Approval (Holman's Depo Ex. 40)	MEDITEX002021 – MEDITEX002022					

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				Date		OBJ	Date
Ex. #	Document	Bate No.					
J-26 WA	Emails	MEDITEX002340 – MEDITEX002342		S/23/17		no	S/23/19
J-27 WA	Emails	MEDITEX002348					
J-28 WA	Emails	MEDITEX002349 – MEDITEX002350					
J-29 WA	Emails	MEDITEX002351 – MEDITEX002396					
J-30 WA	Emails (Lorenz's Depo Ex. OO)	MEDITEX002397 – MEDITEX002398					
J-31 WA	Emails	MEDITEX002399 – MEDITEX002401					
J-32 WA	Emails	MEDITEX002402					

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				Offered			Admitted
Ex. #	Document	Bate No.		Date		OBJ	Date
J-33 wa	Emails	MEDITEX002405 – MEDITEX002407		5/23/19		NO	5/23/19
J-34 wa	December 2014 Meditex Financial Statements	MEDITEX002408 – MEDITEX002411					
J-35 wa	Supplement Purchase Expenses	MEDITEX002412 – MEDITEX002416					
J-36 wa	Bank Transaction Accounting	MEDITEX002417 – MEDITEX002434					
J-37 wa	Email dated 3/27/15 (Kellerman's Depo Ex. D)	MEDITEX002435					
J-38 wa	Email dated 3/31/15	MEDITEX002436					
J-39 wa	Emails	MEDITEX002437 – MEDITEX002438					

				Offered			Admitted
				Date		OBJ	Date
Ex. #	Document	Bate No.					
J-40 WA	Correspondence dated 10/2/15 re: Cease and Desist all Communications with Mr. Parviz Aidan Safari	MEDITEX002441 – MEDITEX002442		5/23/19		no	5/23/19
J-41 WA	NutraLab Sales Confirmation Invoice 10-01-13	MEDITEX002443 – MEDITEX002444					
J-42 WA	Emails	MEDITEX002448 – MEDITEX002459		5/23/19		no	5/23/19
J-43 WA	Meditex , LLC entity details – Nevada Secretary of State	MEDITEX002460 – MEDITEX002461		5/23/19		no	5/23/19
J-44 WA	MAPSA Contract signed by P. Safari and A Sharifi (Mandana Zahedi Depo Ex. 26)	MEDITEX002462 – MEDITEX002465					
J-45 WA	Emails	MEDITEX002473 – MEDITEX002477					
J-46 WA	Emails	MEDITEX002478 – MEDITEX002481					

				Offered			Admitted
				Date		OBJ	Date
Ex. #	Document	Bate No.					
J-47 wa	Transcription of audio clip from 2014 Meditex board meeting (Mandana Zahedi Depo Ex. 20 and Nooshin Zahedi Depo Ex. 15)	MEDITEX002484		5/23/19		no	5/23/19
J-48 wa	Ovist & Howard Tax Docs, reproduced (MEDITEX000920-1673 previously) (Lorenz's Depo Ex. F, G, I, D, H, J, O, P, Q,	MEDITEX002485 – MEDITEX002576					
J-49 wa	Ovist & Howard Tax Docs, reproduced (MEDITEX000920-1673 previously) (Lorenz's Depo Ex. F, G, I, D, H, J, O, P, Q,	MEDITEX002577 – MEDITEX002655					
J-50 wa	Ovist & Howard Tax Docs, reproduced (MEDITEX000920-1673 previously) (Lorenz's Depo Ex. F, G, I, D, H, J, O, P, Q,	MEDITEX002656 – MEDITEX002787					
J-51 wa	Ovist & Howard Tax Docs, reproduced (MEDITEX000920-1673 previously) (Lorenz's Depo Ex. F, G, I, D, H, J, O, P, Q,	MEDITEX002788 – MEDITEX002852					
J-52 wa	Ovist & Howard Tax Docs, reproduced (MEDITEX000920-1673 previously) (Lorenz's Depo Ex. F, G, I, D, H, J, O, P, Q,	MEDITEX002853 – MEDITEX003002					
J-53 wa	Ovist & Howard Tax Docs, reproduced (MEDITEX000920-1673 previously) (Lorenz's Depo Ex. F, G, I, D, H, J, O, P, Q,	MEDITEX003003 – MEDITEX003078					

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				Offered			Admitted
Ex. #	Document	Bate No.		Date		OBJ	Date
J-54 WA	Ovist & Howard Tax Docs, reproduced (MEDITEX000920-1673 previously) (Lorenz's Depo Ex. F, G, I, D, H, J, O, P, Q,	MEDITEX003079 – MEDITEX003230		5/23/19		KO	5/23/19
J-55 WA	Eric Lorenz signed COR	MEDITEX003231					
J-56 WA	Transcription of audio clip from 2014 Meditex board meeting (Mandana Zahedi Depo Ex. 20)	MEDITEX003232 – MEDITEX003233					
J-57 WA	Wells Fargo Statements - Account '8082- UT Safety (Mandana Zahedi Depo Ex. 4 and Nooshin Zahedi Depo Ex. 7)	MEDITEX003235 – MEDITEX003274					
J-58 WA	Payments to Batool Zamanian 5/4/11- 5/13/11 (Mandana Zahedi Depo Ex. 27)	MEDITEX003275 – MEDITEX003276					
J-59 WA	Audio clips - voice mail (Nooshin Zahedi Depo Ex. 15)	MEDITEX003279 – MEDITEX003280					
J-60 WA	Email re: H2S Contract	MEDITEX003281 – MEDITEX003284					

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				Offered			Admitted
Ex. #	Document	Bate No.		Date		OBJ	Date
J-61 WA	2/21/14 email re invoice PFMED01 with attachment	MEDITEX003299 – MEDITEX003301		5/23/19		no	5/23/19
J-62 WA	2014 board meeting audio	MEDITEX003302					
J-63 WA	Transcription of April 2014 Meditex board meeting (Mandana Zahedi Depo Ex. 19)	MEDITEX003311 – MEDITEX003319					
J-64 WA	Translation of audio voice mail	MEDITEX003320					
J-65 WA	Translation of Audio File from voicemail	MEDITEX003321 – MEDITEX003322					
J-66 WA	Meeting Transcription and Translation	MEDITEX003324 – MEDITEX003331					
J-67 WA	Emails	MEDITEX003332 – MEDITEX003337					

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Las Vegas, Nevada 89145

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				Offered			Admitted
Ex. #	Document	Bate No.		Date		OBJ	Date
J-68 WA	Emails	MEDITEX003341 – MEDITEX003347		5/23/19		no	5/23/19
J-69 WA	Email	MEDITEX003387 – MEDITEX003390					
J-70 WA	Email re: Invoice 19890 from Never Late Printing	MEDITEX003396 – MEDITEX003397					
J-71 WA	Emails re: Never Late Printing LLC and Invoice	MEDITEX003407 – MEDITEX003409					
J-72 WA	Email re. Invoice 20848 from Never Late Printing LLC	MEDITEX003411 – MEDITEX003415					
J-73 WA	4/4/14 Email	MEDITEX003416					
J-74 WA	Email 9-20-13 re attached Meditex Prelim. Business Plan	MEDITEX003420 – MEDITEX003421					

				Offered			Admitted
Ex. #	Document	Bate No.		Date		OBJ	Date
J-75 WA	Email re. Sales Receipt 20906 from Never Late Printing LLC	MEDITEX003422 – MEDITEX003424		5/23/19		no	5/23/19
J-76 WA	Emails	MEDITEX003427 – MEDITEX003433					
J-77 WA	Never Late Printing, LLC Paid Invoice	MEDITEX003434					
J-78 WA	Emails	MEDITEX003435 – MEDITEX003436					
J-79 WA	Email re. Invoice 21641 from Never Late Printing LLC	MEDITEX003437 – MEDITEX003438					
J-80 WA	Email - 6/27/14	MEDITEX003442					
J-81 WA	Emails – 7/3/14	MEDITEX003443 – MEDITEX003449					

				Offered			Admitted
				Date		OBJ	Date
Ex. #	Document	Bate No.					
J-82 wa	Email – 10/12/14	MEDITEX003451		5/23/19		no	5/23/19
J-83 wa	Email – 10/15/14	MEDITEX003452 – MEDITEX003453					
J-84 wa	Email - 3/27/15	MEDITEX003454					
J-85 wa	Email – 5/14/15	MEDITEX003455 – MEDITEX003456					
J-86 wa	Email – 5/29/15	MEDITEX003457					
J-87 wa	Email – 6/19/15	MEDITEX003458					
J-88 wa	Email – 6/24/15	MEDITEX003459 – MEDITEX003464					

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				Offered			Admitted
Ex. #	Document	Bate No.		Date		OBJ	Date
J-89 WA	Email – 7/10/15	MEDITEX003465 – MEDITEX003467		5/23/19		no	5/23/19
J-90 WA	Email 8/17/15	MEDITEX003469 – MEDITEX003472					
J-91 WA	Emails Various	MEDITEX003473 – MEDITEX003482					
J-92 WA	Email 9/2/15	MEDITEX003483 – MEDITEX003484					
J-93 WA	Business Plan – supplements	MEDITEX003485					
J-94 WA	Supplement Account 2014	MEDITEX003497					
J-95 WA	Pro Forma Invoice	MEDITEX003498					

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
J-96 WA	Documents Produced by JPMorgan Chase on May 5, 2017 in response to Subpoena Duces Tecum, including COR Record	MEDITEX003499 - MEDITEX003503	5/23/19	no	5/23/19
J-97 WA	Insufficient Funds Notices Account '1429	MEDITEX004186 - MEDITEX004197			
J-98 WA	Signature Card Acct. 9608	MEDITEX004211 - MEDITEX004212			
J-99 WA	Bank Statements	MEDITEX004221 - MEDITEX004224			
J-100 WA	Bank Statements	MEDITEX004248 - MEDITEX004261			
J-101 WA	Bank Statements	MEDITEX004278 - MEDITEX004286			
J-102 WA	Bank Statements	MEDITEX004317 - MEDITEX004340			

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Ex. #	Document	Bate No.	Offered Date	OBJ	Admitted Date
J-103 WA	Bank Statements	MEDITEX004426 – MEDITEX004487	5/23/19	no	5/23/19
J-104 WA	Bank Statements	MEDITEX004492 – MEDITEX004508			
J-105 WA	Bank Statements	MEDITEX004622			
J-106 WA	Bank Statements	MEDITEX004623 – MEDITEX004648			
J-107 WA	Bank Statements	MEDITEX004631			
J-108 WA	Bank Statements	MEDITEX004827 – MEDITEX004830			
J-109 WA	Bank Personal Signature Card	MEDITEX004847 – MEDITEX004848			

				Offered			Admitted
Ex. #	Document	Bate No.		Date		OBJ	Date
J-110 WA	Bank Check	MEDITEX004861		9/23/19		no	5/23/19
J-111 WA	Bank Check	MEDITEX004869					
J-112 WA	Bank Check	MEDITEX004871					
J-113 WA	Bank Check	MEDITEX004876					
J-114 WA	Bank Statements	MEDITEX004888 – MEDITEX004899					
J-115 WA	Bank Check	MEDITEX004913					
J-116 WA	Bank Statements	MEDITEX004917 – MEDITEX004934					

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Ex. #	Document	Bate No.	Offered Date	OBJ	Admitted Date
J-117 WA	Bank Statements	MEDITEX004999 – MEDITEX005004	5/23/19	no	5/23/19
J-118 WA	Bank Statements	MEDITEX005126 – MEDITEX005161			
J-119 WA	Bank Statements	MEDITEX005168 – MEDITEX005184			
J-120 WA	Bank Statements – Acct. 0919	MEDITEX005185 – MEDITEX005206			
J-121 WA	Bank Statements	MEDITEX005217			
J-122 WA	Bank Statements	MEDITEX005237 – MEDITEX005244			
J-123 WA	Bank Statements	MEDITEX005286 – MEDITEX005296			

Ex. #	Document	Bate No.	Offered Date	OBJ	Admitted Date
J-124 WA	Bank Statements	MEDITEX005375 - MEDITEX005378	9/23/19	no	5/23/19
J-125 WA	Bank Records - Deposit	MEDITEX005379 - MEDITEX005380			
J-126 WA	Bank Records - Deposit	MEDITEX005381 - MEDITEX005382			
J-127 WA	Bank Records - Deposit	MEDITEX005407 - MEDITEX005408			
J-128 WA	Bank Documents	MEDITEX005460 - MEDITEX005472			
J-129 WA	Zahedi 2998 & 3478 Consumer Acct. App	MEDITEX005474 - MEDITEX005477			
J-130 WA	Bank Documents	MEDITEX005589 - MEDITEX005590			

				Offered			Admitted
				Date		OBJ	Date
Ex. #	Document	Bate No.					
J-131 WA	Bank Documents	MEDITEX005595 - MEDITEX005602		5/23/19		h0	5/23/19
J-132 WA	Deposit Slip #8409	MEDITEX005642					
J-133 WA	Deposit Slip #8409	MEDITEX005644					
J-134 WA	Deposit Slip #8409	MEDITEX005646					
J-135 WA	Deposit Slip #8409	MEDITEX005648					
J-136 WA	Deposit Slip #2998	MEDITEX005649 - MEDITEX005650					
J-137 WA	Signature Cards	MEDITEX005659 - MEDITEX005661					

Ex. #	Document	Bate No.	Offered Date	OBJ	Admitted Date
J-138 WA	Bank Statements	MEDITEX005807 - MEDITEX005810	5/23/19	ho	5/23/19
J-139 WA	Bank Statements	MEDITEX005822 - MEDITEX005825			
J-140 WA	Bank Statements	MEDITEX005843 - MEDITEX005858			
J-141 WA	Wells Fargo Bank Statements for Acct. '0477 (Mandana Zahedi Depo Ex. 6)	MEDITEX005951 - MEDITEX005954			
J-142 WA	Statements Acct #8409 January-February 2012	MEDITEX006446 - MEDITEX006448			
J-143 WA	Statements Acct #8409 February-March 2012	MEDITEX006452 - MEDITEX006455			
J-144 WA	Statements Acct #8409 March-April 2012	MEDITEX006456 - MEDITEX006458			

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				Offered			Admitted
				Date		OBJ	Date
Ex. #	Document	Bate No.					
J-145 WA	Statements Acct #8409 December-January 2013	MEDITEX006487 - MEDITEX006489		5/22/19		no	5/23/19
J-146 WA	Documents produced by GSP in response to Subpoena Duces Tecum (including but not limited to: purchase orders, related shipping	GSP000006 - GSP000056		5/23/19		no	5/23/19
J-147 WA	Documents produced by GSP in response to Subpoena Duces Tecum (including but not limited to: purchase orders, related shipping	GSP000057 - GSP000061		5/22/19		no	5/22/19
J-148 WA	Documents produced by GSP in response to Subpoena Duces Tecum (including but not limited to: purchase orders, related shipping	GSP000062 - GSP000063		5/22/19		no	5/22/19
J-149 WA	Documents produced by GSP in response to Subpoena Duces Tecum (including but not limited to: purchase orders, related shipping	GSP000064		5/22/19		no	5/22/19
J-150 WA	Documents produced by GSP in response to Subpoena Duces Tecum (including but not limited to: purchase orders, related shipping	GSP000065 - GSP000067		5/23/19		no	5/23/19
J-151 WA	Documents produced by GSP in response to Subpoena Duces Tecum (including but not limited to: purchase orders, related shipping	GSP000068 - GSP000070		5/22/19		no	5/22/19

				Offered			Admitted
				Date		OBJ	Date
Ex. #	Document	Bate No.					
J-152 WA	Documents produced by GSP in response to Subpoena Duces Tecum (including but not limited to: purchase orders, related shipping	GSP000071 – GSP000076		5/22/19		no	5/22/19
J-153 WA	SCBA Invoice #09986	ASD000082		5/23/19		no	5/23/19
J-154 WA	Email	ASD000244					
J-155 WA	9/11/15 Email Communications from H. Mojtaba to Aidan re “Sales Invoice for Outstanding Balance”	ASD000274					
J-156 WA	9/15/15 Customs Export hold email from Bill Carter Yusen	ASD000280 – ASD000287					
J-157 WA	Meditex Accounting Docs 2015	ASD000288 – ASD000289					
J-158 WA	JPMorgan Chase Bank Wire Transfers	ASD000297 – ASD000302					

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				Offered			Admitted
Ex. #	Document	Bate No.		Date		OBJ	Date
J-159 WA	Email	ASD000364		5/23/19		no	5/23/19
J-160 WA	Email re 3-month report 12-15-11	ASD000411					
J-161 WA	GSP Supplement Order Status 2013	ASD000433					
J-162 WA	Emails	ASD000437 – ASD000438					
J-163 WA	Air Waybill	ASD000442					
J-164 WA	Email 7-18-14	ASD000700					
J-165 WA	Checks and deposit slips relating to UTSafety (Nooshin Zahedi Depo Ex. 10)	ASD000999 – ASD001000					

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				Offered			Admitted
Ex. #	Document	Bate No.		Date		OBJ	Date
J-166 wr	Checks and deposit slips relating to UTSafety (Nooshin Zahedi Depo Ex. 10)	ASD001003		5/23/19		NO	5/23/19
J-167 WA	Signature card Account '4310	ASD004310					
J-168 WJ	11/28/12 Chase Statement – Safari '9608	ASD004524 – ASD004527					
J-169 Wm	12/10/12 Deposit	ASD004531 – ASD004532					
J-170 WJ	12/13/12 Deposit	ASD004533 – ASD004534					
J-171 Wm	Copy of check from Meditex's account to Parvis Safari (Mandana Zahedi Depo Ex. 23)	ASD004878					
J-172 WJ	Copies of checks to Parvis Safari (Mandana Zahedi Depo Ex. 22)	ASD004895 – ASD004896					

Ex. #	Document	Bate No.	Offered Date	OBJ	Admitted Date
J-173 WA	Signature page for SCBA Chase Account	ASD005626 – ASD005628	5/23/19	NO	5/23/19
J-174 WA	Chase Deposit Slip 12-10-12	ASD009790			
J-175 WA	Chase Deposit Slip 12-13-12	ASD009792			
J-176 WA	Banking Records	ASD010073 – ASD010174			
J-177 WA	Banking Records	ASD010087 – ASD010088			
J-178 WA	Banking Records	ASD010594 – ASD0010603			

EXHIBIT(S) LIST

Case No.: **A729030**

Trial Date: **5/21/19**

Dept. No.: **XIII**

Judge: **Mark Denton**

Court Clerk: **Madalyn Kearney/ LORNA Shell**

Recorder: **Jennifer Gerold**

Counsel for Plaintiff: **Andrew Flahive**

PLAINTIFF'S: **Meditex, LLC**

VS.

Counsel for Defendant: **Jonathan Blum**

DEFENDANT'S: **Hamid Modjtahed**

TRIAL BEFORE THE COURT

PLAINTIFF'S EXHIBITS

all unadmitted exhibits destroyed

Exhibit Number	Exhibit Description	Date Offered	Objection	Date Admitted
1	Meditex Bank Statements with JP Morgan Chase for 2011 and 2012			
2	Meditex Bank Statements with JP Morgan Chase for 2013			
3	Meditex Bank Statements with JP Morgan Chase for 2014	5/23/19	no	5/23/19 (P)
4	Meditex Bank Statements with JP Morgan Chase for 2015			
5	Various Order/Shipping Forms Including Meditex Commercial Invoice Dated January 9, 2014			- see 5a-5c
6	Various Order/Shipping Forms Including Meditex Commercial Invoice March 14, 2014 (ASD 383 Only)	6/21/19	No	6/21/19 - see 6a-6c
7	Various Order/Shipping Forms Including Meditex Commercial Invoice Dated June 18, 2014			- see 7a-7d
8	Various Order/Shipping Forms Including Meditex Commercial Invoice Dated June 26, 2014			- see 8a-8d
9	Various Order/Shipping Forms Including Meditex Commercial Invoice Dated July 20, 2014			- see 9a-9c
10	Various Order/Shipping Forms Including Meditex Commercial Invoice Dated July 16, 2014			- see 10a-10d
11	Various Order/Shipping Forms Including Meditex Commercial Invoice Dated Sept 4, 2014			- see 11a-11c
12	Various Order/Shipping Forms Including Meditex Commercial Invoice September 9, 2015			- see 12a-12f
13	Bank Wire Transfer Instructions	5/21/19	yes - in its entirety	- see 13a
14	14 October 10, 2013 email from Vahid Aghaei			
15	Various Meditex Proforma Invoice	5/23/19	yes	5/23/19

EXHIBIT(S) LIST

16	June 26, 2014, email from sales@scbarentalco.com				
17	Email from Aidan Safari to Hamid Mojtahe				
wa 18	email (retained for the record)				
Sa	exhibit 5 ASD000377	5/23/19	yes	5/23/19	wa
Sb	exhibit 5 ASD000376	7/31/19	no	7/31/19	wa
Sc	exhibit 5 ASD000378	7/31/19	no	7/31/19	wa
6a	exhibit 6 ASD000382	5/23/19	yes	5/23/19	wa
6b	exhibit 6 ASD000381	7/31/19	no	7/31/19	wa
6c	exhibit 6 ASD000380	7/31/19	no	7/31/19	wa
7a	exhibit 7 ASD000388	5/23/19	yes	5/23/19	wa
7b	exhibit 7 ASD000387	7/31/19	no	7/31/19	wa
7c	exhibit 7 ASD000389	7/31/19	no	7/31/19	wa
7d	exhibit 7 ASD000391	7/31/19	no	7/31/19	wa
8a	exhibit 8 ASD000393	5/23/19	yes	5/23/19	wa
8b	exhibit 8 ASD000392	7/31/19	no	7/31/19	wa
8c	exhibit 8 ASD000394	7/31/19	no	7/31/19	wa
8d	exhibit 8 ASD000395	7/31/19	no	7/31/19	wa
9a	exhibit 9 ASD000397	5/23/19	yes	5/23/19	wa
9b	exhibit 9 ASD000396	7/31/19	no	7/31/19	wa
9c	exhibit 9 ASD000398	7/31/19	no	7/31/19	wa
10a	exhibit 10 ASD000400	5/23/19	yes	5/23/19	wa
10b	exhibit 10 ASD000399	7/31/19	no	7/31/19	wa
10c	exhibit 10 ASD000401	7/31/19	no	7/31/19	wa
10d	exhibit 10 ASD000402	7/31/19	no	7/31/19	wa
11a	exhibit 11 ASD000404	5/23/19	yes	5/23/19	wa
11b	exhibit 11 ASD000403	7/31/19	no	7/31/19	wa
11c	exhibit 11 ASD000405	7/31/19	no	7/31/19	wa
12a	exhibit 12 ASD011856	5/23/19	yes	5/23/19	wa
12b	exhibit 12 ASD011854	7/31/19	no	7/31/19	wa
12c	exhibit 12 ASD011855	7/31/19	yes	7/31/19	wa
12d	exhibit 12 ASD011861	7/31/19	no	7/31/19	wa

EXHIBIT(S) LIST

[illegible]

DEFENDANTS/COUNTER-CLAIMANTS' PRE-TRIAL EXHIBIT LIST

CASE NO.: A-15-729030-B

TRIAL DATE: May 21, 2019

DEPT. NO.: XIII

JUDGE: Hon. Mark R. Denton

CLERK: Madalyn Kearney/*LORNA Shell*

PARVIZ SAFARI and MANDANA ZAHEDI,
individually and on behalf of MEDITEX, LLC,

REPORTER: Jennifer Gerold

Plaintiffs,

ANDREW S. FLAHIVE, ESQ.
COUNSEL FOR PLAINTIFFS

vs.

HAMID MODJTAHED, an individual, and
MOHAMMAD MOJTAHED, an individual

JONATHAN D. BLUM, ESQ.
SCOTT D. FLEMING, ESQ.
COUNSEL FOR DEFENDANTS

Defendants, et al.

all unadmitted exhibits destroyed
mk

			Offered		Admitted
			Date	OBJ.	Date
Ex. #	Document	Bate No.			
600	Meditex, LLC documents filed with NV Secretary of State	MEDITEX000001 – MEDITEX000008			
601	Email from A. Safari to H. Mojtahed re SCBA (new vendor)	MEDITEX000105			
602	SCBA Invoice	MEDITEX000134			

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Ex. #	Document	Bate No.	Offered Date	OBJ	Admitted Date
603	Emails re SCBA with attached 4/23/13 invoice and wire transfer information (Nooshin Zahedi Depo Ex. 6 &	MEDITEX000135 – MEDITEX000139	6/13/19	yes	6/13/19
604	Outgoing wire transfers from Meditex Account to UTSafety or SCBA Sale and Rental; related invoices and bank	MEDITEX000140 – MEDITEX000156	6/13/19	yes	6/13/19
605	Emails and attached quote (Holman's Depo Ex. 24)	MEDITEX000157 – MEDITEX000165	6/13/19	yes	6/13/19
606	Emails between SCBA Sales/Meditex (Holman's Depo. Exs. 17, 27, 28, 29, 30, 31 & 32)	MEDITEX000196 – MEDITEX000204	6/13/19	yes	6/13/19
607	Declaration of David Kellerman 8-19-16 (Kellerman's Depo Ex. B & C)	MEDITEX000237 – MEDITEX000251	6/13/19	no	6/13/19
608	Declaration of Kimburly J. Holman (Holman's Depo Ex. 7)	MEDITEX000252 – MEDITEX000262	6/13/19	yes	6/13/19
609	Articles of Organization, Limited-Liability Company, MEDITEX LLC	MEDITEX000263 – MEDITEX000278			

			Offered		Admitted	
			Date	OBJ	Date	
Ex. #	Document	Bate No.				
610	Board Member Agreement signed 3-14-13	MEDITEX000279	5/21/19	no	5/21/19	PS
611	Meditex, LLC Board Meeting Agreement statement dated April 15, 2014 (Holman's Depo Ex. 39)	MEDITEX000280 - MEDITEX000281	5/21/19	no	5/21/19	PS
612	Emails dated January 21, 2014, and January 27, 2014, from sales@scbasaleco.com to	MEDITEX000287 - MEDITEX000289	6/13/19	yes	6/13/19	PS
613	Email dated March 13, 2014, from sales@scbasaleco.com to aidansafari@meditexllc.	MEDITEX000290	6/13/19	yes	6/13/19	PS
614	Copies of Cancelled Checks from MEDITEX LLC	MEDITEX000291 - MEDITEX000296				PS
615	Email 4/4/14(Holman's Depo Ex. 38)	MEDITEX000297	6/13/19	yes	6/13/19	PS
616	Email 4/9/14	MEDITEX000298	6/13/19	yes	6/13/19	PS

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
617	Emails & SCBA Statement	MEDITEX000299 - MEDITEX000302	6/13/19	yes	6/13/19
618	06/18/14 sales@scbasaleco.com/ K Holman email to A Safari re. Statement (Nooshin Zahedi Depo Ex. 18)	MEDITEX000304	6/13/19	yes	6/13/19
619	Outgoing Wire Transfer Request (Holman's Depo Ex. 47 & Nooshin Zahedi Depo Ex. 12)	MEDITEX000330 - MEDITEX000331	6/13/19	yes	6/13/19
620	Emails from sales@scbasaleco.com to aidansafari@meditexllc. com, the first dated	MEDITEX000338 - MEDITEX000340	6/13/19	yes	6/13/19
621	Safari Email to Hamid, Regarding Payments	MEDITEX000379			
622	Invoice Las Vegas Metro Chamber of Commerce, March 26, 2015	MEDITEX000380			

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			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Date No.			
623	NutraLab Sales Confirmation, August 19, 2015	MEDITEX000386 – MEDITEX000387			
624	Emails	MEDITEX000388 – MEDITEX000391			
625	Emails	MEDITEX000392 – MEDITEX000393			
626	Emails	MEDITEX000394 – MEDITEX000395			
627	Email	MEDITEX000399 – MEDITEX000401			
628	Wire Transfer Combined Disclosure and Receipt, September 10, 2015	MEDITEX000402			
629	Email Regarding Sales Documents	MEDITEX000403			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
630	Various Emails	MEDITEX000404 – MEDITEX000422			
631	Various Emails	MEDITEX000423 – MEDITEX000433			
632	NV SOS Entity Details for SCBA Sales and Rentals LLC	MEDITEX000434 – MEDITEX000435			
633	NutraLab Cancellation Order, 4/25/16	MEDITEX000436	5/22/19	no	5/22/19
634	NutraLab Cancellation Order, 4/25/16	MEDITEX000437 – MEDITEX000439			
635	Memo Regarding SCBA Shipment and Assembly (Holman's Depo Ex. 33)	MEDITEX000440 - MEDITEX000441	6/13/19	yes	6/13/19
636	Chase Record Certification	MEDITEX000442 - MEDITEX000445	6/12/19	yes	6/12/19

See pg
630a
pg

pg

pg

pg

pg

pg

Ex. #	Document	Bate No.	Offered		Admitted
			Date	OBJ	Date
637	Chase Bank Records - Account '1429 and - 4979 for Meditex LLC (Lorenz's Depo Exs. K, L, M, N, AA, BB, PP, SS; Mandana Zahedi Depo Ex. 5 & 16; Holman Ex. 48; and Kellerman Depo Ex. E) - GROUP 1	MEDITEX000447 - MEDITEX000550	6/12/19	yes	6/12/19
638	Chase Bank Records - Account '1429 and - 4979 for Meditex LLC (Lorenz's Depo Exs. K, L, M, N, AA, BB, PP, SS; Mandana Zahedi Depo Ex. 5 & 16; Holman Ex. 48; and Kellerman Depo Ex. E) - GROUP 2	MEDITEX000551 - MEDITEX000647	6/12/19	yes	6/12/19
639	Chase Bank Records - Account '1429 and - 4979 for Meditex LLC (Lorenz's Depo Exs. K, L, M, N, AA, BB, PP, SS; Mandana Zahedi Depo Ex. 5 & 16; Holman Ex. 48; and Kellerman Depo Ex. E) - GROUP 3	MEDITEX000648 - MEDITEX000756	5/22/19	no	5/22/19

39

39

39

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
640	Chase Bank Records - Account '1429 and - 4979 for Meditex LLC (Lorenz's Depo Exs. K, L, M, N, AA, BB, PP, SS; Mandana Zahedi Depo Ex. 5 & 16; Holman Ex. 48; and Kellerman Depo Ex. E) - GROUP 4	MEDITEX000757 - MEDITEX000850	5/22/19	no	5/22/19
641	Chase Bank Records - Account '1429 and - 4979 for Meditex LLC (Lorenz's Depo Exs. K, L, M, N, AA, BB, PP, SS; Mandana Zahedi Depo Ex. 5 & 16; Holman Ex. 48; and Kellerman Depo Ex. E) - GROUP 5	MEDITEX000851 - MEDITEX000918	5/22/19	no	5/22/19
642	Tax docs from Ovist & Howard - GROUP 1	MEDITEX000920 - MEDITEX001043	6/12/19	no	6/12/19

			Offered		Admitted	
			Date	OBJ	Date	
Ex. #	Document	Bate No.				
643	Tax docs from Ovist & Howard – GROUP 2	MEDITEX001044 – MEDITEX001161	6/12/19	no	6/12/19	MS
644	Tax docs from Ovist & Howard – GROUP 3	MEDITEX001162 – MEDITEX001304				MS
645	Tax docs from Ovist & Howard – GROUP 4	MEDITEX001305 – MEDITEX001434				MS
646	Tax docs from Ovist & Howard – GROUP 5	MEDITEX001435 – MEDITEX001549				MS
647	Tax docs from Ovist & Howard – GROUP 6	MEDITEX001550 – MEDITEX001673	6/12/19	no	6/12/19	MS
648	07/09/13 Email from A. Safari to M. Mojtahed re Price	MEDITEX001674	5/22/19	no	5/22/19	MS
649	Emails re: vitamin orders	MEDITEX001676 – MEDITEX001695	5/22/19	no	5/22/19	MS

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
650	Record Certification - Wells Fargo SDT	MEDITEX001696	6/13/19	yes	6/13/19
651	Copy of a check to Kim Holman dated May 2, 2014, in the amount of \$3,500 (Holman's Depo Ex. 50; Mandana Zahedi	MEDITEX001697	6/13/19	yes	6/13/19
652	UTSafety Wells Fargo bank account application (Mandana Zahedi Depo Ex. 8 and Nooshin Zahedi Depo Ex. 4)	MEDITEX001698 - MEDITEX001703	6/14/19	no	6/14/19
653	Wells Fargo Bank Statements (Mandana Zahedi Depo Ex. 7, 11; and Nooshin Zahedi Depo. Ex. 8)	MEDITEX001704 - MEDITEX001715			
654	Wells Fargo Bank Statements (Mandana Zahedi Depo Ex. 9, 10 and Nooshin Zahedi Depo. Ex. 13)	MEDITEX001733 - MEDITEX001747			
655	Table of UT Safety Acc. '0660	MEDITEX001756 - MEDITEX001762	6/14/19	no	6/14/19
656	Kim Holman Signed COR (Holman's Depo Ex. 10)	MEDITEX001763			

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Ex. #	Document	Bate No.	Offered		Admitted
			Date	OBJ	Date
657	Record Certification – SCBA	MEDITEX001763 – MEDITEX001766	6/11/19	no	6/11/19
658	SCBA documents (Holman's Depo Ex. 1, 2, 3, 11, 15, 41, 16, 42, 19, 13, 20, 21, 44, 43, 22, 23, 34, 35) – GROUP 1	MEDITEX001767 – MEDITEX001868	6/11/19	no	6/11/19
659	SCBA documents (Holman's Depo Ex. 1, 2, 3, 11, 15, 41, 16, 42, 19, 13, 20, 21, 44, 43, 22, 23, 34, 35) – GROUP 2	MEDITEX001869 – MEDITEX001961	6/11/19	no	6/11/19
660	UT Safety P.O.	MEDITEX001807 – MEDITEX001808			
661	06/16/14 emails between sales@scbarentalco.com and aidansafari@gmail.com re. AW Bill	MEDITEX001898			
662	06/25/14 emails between sales@scbarentalco.com and aidansafari@gmail.com re. Hello	MEDITEX001900			

Ex. #	Document	Bate No.	Offered		Admitted	
			Date	OBJ	Date	
663	Custodian of Records Network Solutions LLC	MEDITEX001962	6/14/19	yes	6/14/19	MB
664	Network Solutions Documents re scbaseleco.com (Holman's Depo Ex. 5; Mandana Zahedi Depo	MEDITEX001964 – MEDITEX002015	6/14/19	yes	6/14/19	MB
665	Safari/Mojtahed Emails	MEDITEX002016 – MEDITEX002019				MB
666	Payments Email Dated 8-29-14 (Lorenz Depo Ex. MM)	MEDITEX002020				MB
667	Email dated November 13, 2014 with attached Certificate and Safety Approval (Holman's Depo Ex. 40)	MEDITEX002021 – MEDITEX002022	6/13/19	yes	6/13/19	MB
668	Email	MEDITEX002023	6/26/19	no	6/26/19	MB

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Eate No.			
669	JP Morgan Subpoena Response - Chase Bank Statements, MEDITEX account #4797 (Lorenz's Depo Ex. SS and Mandana Zahedi Depo Ex. 17) #4797 (Lorenz's Depo Ex. SS and Mandana Zahedi Depo Ex. 17)	MEDITEX002024 - MEDITEX002085	6/12/19	yes	6/12/19
670	Bank Records	MEDITEX002045 - MEDITEX002048			
671	Bank Records	MEDITEX002067 - MEDITEX002070			
672	Record Certification - Chase SDT	MEDITEX002077 - MEDITEX002080	6/14/19	yes	6/14/19
673	Record Certification - Wells Fargo SDT	MEDITEX002086 - MEDITEX002088	6/14/19	yes	6/14/19
674	Wells Fargo business account application for UTSafety (Mandana Zahedi Depo Ex. 2, 3 and Nooshin Zahedi	MEDITEX002089 - MEDITEX002097	6/14/19	yes	6/14/19

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Ex. #	Document	Bate No.	Offered		Admitted
			Date	OBJ	Date
675	Checks written from UT Safety Wells Fargo account ending in 8082 (Nooshin Zahedi Depo Ex. 9, 5)	MEDITEX002110 - MEDITEX002114	6/14/19	no	6/14/19
676	Business Account Application/Signature Cards for Accts. Ending in 0660 and 2836	MEDITEX002122 - MEDITEX002127			
677	Combined Statement of Accounts for Accts. Ending in 0660 and 2836 and miscellaneous bank documents re: same	MEDITEX002128 - MEDITEX002134			
678	Bank Documents for Accounts ending in 0660 and 2836	MEDITEX002135 - MEDITEX002145			
679	Bank Documents for Accounts ending in 0660 and 2836 Bank Documents for Accounts ending in 0660 and 2836	MEDITEX002146 - MEDITEX002150			
680	Bank Documents for Accounts ending in 0660 and 2836	MEDITEX002151 - MEDITEX002156	6/14/19	no	6/14/19

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Date No.			
681	UTSafety Wells Fargo bank account statement, account ending in 0660 (Nooshin Zahedi Depo Ex. 11)	MEDITEX002157 – MEDITEX002165	6/14/19	h0	6/14/19
682	Bank Documents for Accounts ending in 0660 and 2836 Bank Documents for Accounts ending in 0660 and 2836	MEDITEX002172 – MEDITEX002192			
683	Bank Documents for Accounts ending in 0660 and 2836	MEDITEX002193			
684	Bank Documents for Accounts ending in 0660 and 2836 (Mandana Zahedi Depo Ex. 25 and Nooshin Zahedi Depo	MEDITEX002194 - MEDITEX002195			
685	Business Account Application/Signature Cards for Acct. ending in 1207	MEDITEX002198 - MEDITEX002203	6/14/19	h0	6/14/19
686	Record Certification - Ovist & Howard SDT (Lorenz's Depo Ex. B)	MEDITEX002213	6/12/19	h0	6/12/19

Ex. #	Document	Bate No.	Offered	OBJ	Admitted	
			Date		Date	
687	Payroll Tax Records (Lorenz's Depo Ex. KK, QQ, RR)	MEDITEX002214 - MEDITEX002320	6/12/19	NO	6/12/19	PR
688	Signed Operating Agreement of Meditex, LLC	MEDITEX002321 - MEDITEX002332	6/19/19	NO	6/19/19	PR
689	Payment notification 6/21/11	MEDITEX002333				MS
690	E-mail relating to Chase Bank account ending in 608 (Mandana Zahedi Depo Ex. 15)	MEDITEX002336 - MEDITEX002339	6/26/19	NO	6/26/19	MS
691	Emails	MEDITEX002340 - MEDITEX002342				MS
692	Meditex business documents filed with Nevada Secretary of State and U.S. Secretary of State	MEDITEX002343 - MEDITEX002346				MS
693	Emails	MEDITEX002348				MS

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
694	Emails	MEDITEX002349 – MEDITEX002350			
695	Emails	MEDITEX002351 – MEDITEX002396			
696	Emails (Lorenz's Depo Ex. OO)	MEDITEX002397 – MEDITEX002398			
697	Emails	MEDITEX002399 – MEDITEX002401			
698	Emails	MEDITEX002402			
699	Emails	MEDITEX002405 – MEDITEX002407			
700	December 2014 Meditex Financial Statements	MEDITEX002408 – MEDITEX002411			

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Ex. #	Document	Bate No.	Offered	OBJ	Admitted
			Date		Date
701	Supplement Purchase Expenses	MEDITEX002412 – MEDITEX002416			
702	Bank Transaction Accounting	MEDITEX002417 – MEDITEX002434			
703	Email dated 3/27/15 (Kellerman's Depo Ex. D)	MEDITEX002435			
704	Email dated 3/31/15	MEDITEX002436			
705	Emails	MEDITEX002437 – MEDITEX002438			
706	Correspondence dated 10/2/15 re: Cease and Desist all Communications with Mr. Parviz Aidan Safari	MEDITEX002441 – MEDITEX002442	6/21/19	No	6/21/19
707	NutraLab Sales Confirmation Invoice 10-01-13	MEDITEX002443 – MEDITEX002444	5/22/19	No	5/22/19

Ex. #	Document	Bate No.	Offered	OBJ	Admitted
			Date		Date
708	Emails	MEDITEX002448 – MEDITEX002459			
709	Meditex, LLC Eentity details – Nevada Secretary of State	MEDITEX002460 – MEDITEX002461			
710	MAPSA Contract signed by P. Safari and A. Sharifi (Mandana Zahedi Depo Ex. 26)	MEDITEX002462 – MEDITEX002465			
711	Emails	MEDITEX002473 – MEDITEX002477			
712	Emails	MEDITEX002478 – MEDITEX002481			
713	Audio Clip	MEDITEX002484			

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			Date	OBJ	Date
Ex. #	Document	Bate No.			
714	Ovist & Howard Tax Docs, reproduced (MEDITEX000920-1673 previously) (Lorenz's Depo Ex. F, G, I, D, H, J, O, P, Q, R, S, T, U, V, W, X, Y, CC, DD, GG, HH, JJ, NN) GROUP 1	MEDITEX002485 – MEDITEX002576	6/12/19	no	6/12/19
715	Ovist & Howard Tax Docs, reproduced (MEDITEX000920-1673 previously) (Lorenz's Depo Ex. F, G, I, D, H, J, O, P, Q, R, S, T, U, V, W, X, Y, CC, DD, GG, HH, JJ, NN) GROUP 2	MEDITEX002577 – MEDITEX002655			
716	Ovist & Howard Tax Docs, reproduced (MEDITEX000920-1673 previously) (Lorenz's Depo Ex. F, G, I, D, H, J, O, P, Q, R, S, T, U, V, W, X, Y, CC, DD, GG, HH, JJ, NN) GROUP 3	MEDITEX002656 – MEDITEX002787	6/12/19	no	6/12/19

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			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
717	Ovist & Howard Tax Docs, reproduced (MEDITEX000920- 1673 previously) (Lorenz's Depo Ex. F, G, I, D, H, J, O, P, Q, R, S, T, U, V, W, X, Y, CC, DD, GG, HH, JJ, NN) GROUP 4	MEDITEX002788- MEDITEX002852	6/12/19	no	6/12/19
718	Ovist & Howard Tax Docs, reproduced (MEDITEX000920- 1673 previously) (Lorenz's Depo Ex. F, G, I, D, H, J, O, P, Q, R, S, T, U, V, W, X, Y, CC, DD, GG, HH, JJ, NN) GROUP 5	MEDITEX002853 - MEDITEX003002	6/12/19	no	6/12/19

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			Date	OBJ	Date
Ex. #	Document	Bate No.			
719	Ovist & Howard Tax Docs, reproduced (MEDITEX000920-1673 previously) (Lorenz's Depo Ex. F, G, I, D, H, J, O, P, Q, R, S, T, U, V, W, X, Y, CC, DD, GG, HH, JJ, NN) GROUP 6	MEDITEX003003 – MEDITEX003078	5/22/19	Y/S	5/22/19
720	Ovist & Howard Tax Docs, reproduced (MEDITEX000920-1673 previously) (Lorenz's Depo Ex. F, G, I, D, H, J, O, P, Q, R, S, T, U, V, W, X, Y, CC, DD, GG, HH, JJ, NN) GROUP 7	MEDITEX003079 – MEDITEX003230		no	
721	Eric Lorenz signed COR	MEDITEX003231		no	

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			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Date No.			
722	Transcription of audio clip from 2014 Meditex board meeting (Mandana Zahedi Depo Ex. 20)	MEDITEX003232 - MEDITEX003233			
723	Record Certification - Wells Fargo SDT re acct. 8082	MEDITEX003234	6/14/19	no	6/14/19
724	Wells Fargo Statements - Account '8082 - UTSafety (Mandana Zahedi Depo Ex. 4 and Nooshin Zahedi Depo	MEDITEX003235 - MEDITEX003274	6/14/19	no	6/14/19
725	Payments to Batool Zamanian 5/4/11 - 5/13/11 (Mandana Zahedi Depo Ex. 27)	MEDITEX003275 - MEDITEX003276			
726	Initial funding of '1429 - 6/21/11	MEDITEX003277 - MEDITEX003278	6/27/19	yes	6/27/19
727	Audio clips - voice mail (Nooshin Zahedi Depo Ex. 15)	MEDITEX003279 - MEDITEX003280			
728	Email re: H2S Contract	MEDITEX003281 - MEDITEX003284			

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			Date	OBJ	Date
Ex. #	Document	Base No.			
729	2/21/14 email re invoice PFMED01 with attachment	MEDITEX003299 - MEDITEX003301			
730	2014 board meeting audio	MEDITEX003302			
731	2014 Tax Return Signature Authorization Form	MEDITEX003303	6/12/19	no	6/12/19
732	GSP Account Summary	MEDITEX003304 - MEDITEX003306			
733	NV Secretary of State Limited-Liability Company Fee Schedule effective 07/01/08 and revised 07/01/15	MEDITEX003307			
734	2011 Tax Return Signature Page	MEDITEX003308	6/12/19	no	6/12/19
735	2012 Tax Return Signature Page	MEDITEX003309	6/12/19	no	6/12/19

Ex. #	Document	Bate No.	Offered	OBJ	Admitted	
			Date		Date	
736	2013 Tax Return Signature Authorization Form	MEDITEX003310	6/12/19	no	6/12/19	mg
737	Transcription of April 2014 Meditex board meeting (Mandana Zahedi Depo Ex. 19)	MEDITEX003311 – MEDITEX003319				mg
738	Translation of audio voice mail	MEDITEX003320				mg
739	Translation of Safari's handwriting	MEDITEX003321 – MEDITEX003322				mg
740	Audio — Board Meeting	MEDITEX003323				mg
741	Meeting Transcription and Translation	MEDITEX003324 – MEDITEX003331				mg
742	Emails	MEDITEX003332 – MEDITEX003337				mg

Ex. #	Document	Bate No.	Offered		Admitted
			Date	OBJ	Date
743	Emails	MEDITEX003341 – MEDITEX003347			
744	Email	MEDITEX003387 – MEDITEX003390			
745	Email re: Invoice 19890 from Never Late Printing	MEDITEX003396 – MEDITEX003397			
746	Emails re: Never Late Printing LLC and Invoice	MEDITEX003407 – MEDITEX003409			
747	Email re. Invoice 20848 from Never Late Printing LLC	MEDITEX003411 – MEDITEX003415			
748	4/4/14 Email	MEDITEX003416			
749	Email 9-20-13 re attached Meditex Prelim. Business Plan	MEDITEX003420 – MEDITEX003421			

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			Date	OBJ	Date
Ex. #	Document	Bate No:			
750	Email re. Sales Receipt 20906 from Never Late Printing LLC	MEDITEX003422 – MEDITEX003424			
751	Emails	MEDITEX003427 – MEDITEX003433			
752	Never Late Printing, LLC Paid Invoice	MEDITEX003434			
753	Emails	MEDITEX003435 – MEDITEX003436			
754	Email re. Invoice 21641 from Never Late Printing LLC	MEDITEX003437 – MEDITEX003438			
755	Email - 6/27/14	MEDITEX003442			
756	Emails – 7/3/14	MEDITEX03443 – MEDITEX003449			

			Offered		Admitted
Ex. #	Document	Bate No.	Date	OBJ.	Date
757	Email – 10/12/14	MEDITEX003451			
758	Email – 10/15/14	MEDITEX003452 – MEDITEX003453			
759	Email - 3/27/15	MEDITEX003454			
760	Email – 5/14/15	MEDITEX003455 – MEDITEX003456			
761	Email – 5/29/15	MEDITEX003457			
762	Email – 6/19/15	MEDITEX003458			
763	Email – 6/24/15	MEDITEX003459 – MEDITEX003464			

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Ex. #	Document	Bate No.			
764	Email – 7/10/15	MEDITEX003465 – MEDITEX003467			
765	Email 8/17/15	MEDITEX003469 – MEDITEX003472			
766	Emails Various	MEDITEX003473 – MEDITEX003482			
767	Email 9/2/15	MEDITEX003483 – MEDITEX003484	6/26/19	no	6/26/19
768	Business Plan – supplements	MEDITEX003485			
769	Nevaco Ltd. Nevada Secretary of State Entity Details (Mandana Zahedi Depo Ex. 14)	MEDITEX003486 – MEDITEX003487			
770	Notice of establishment of Petro Arian Taebran Company, private joint stock (Mandana Zahedi Depo Ex. 1)	MEDITEX003491 – MEDITEX003493			

Ex. #	Document	Bate No.	Offered Date	OBJ	Admitted Date
771	Safari's Iran Companies 2 — continued	MEDITEX003494 - MEDITEX003496			
772	Supplement Account 2014	MEDITEX003497			
773	Pro Forma Invoice	MEDITEX003498			
774	Documents Produced by JPMorgan Chase on May 5, 2017 in response to Subpoena Duces Tecum, including COR	MEDITEX003499 - MEDITEX003503	6/12/19	yes	6/12/19
775	Insufficient Funds Notices Account '1429	MEDITEX004186 - MEDITEX004197	6/25/19	no	6/25/19
776	Signature Card Acct. 9608	MEDITEX004211 - MEDITEX004212	6/19/19	no	6/19/19
777	Bank Statements	MEDITEX004221- MEDITEX004224	6/25/19	no	6/25/19

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
778	Bank Statements	MEDITEX004248 – MEDITEX004261	6/25/19	no	6/25/19
779	Bank Statements	MEDITEX004278 – MEDITEX004286			
780	Bank Statements	MEDITEX004317 – MEDITEX004340			
781	Bank Statements	MEDITEX004426 – MEDITEX004487			
782	Bank Statements	MEDITEX004492 – MEDITEX004508	6/25/19	no	6/25/19
783	Bank Statements	MEDITEX004622	6/25/19	no	6/25/19
784	Bank Statements	MEDITEX004623 – MEDITEX004648	6/14/19	no	6/14/19

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Ex. #	Document	Bate No.	Offered	OBJ	Admitted	
			Date		Date	
785	Bank Statements	MEDITEX004631	6/25/19	no	6/25/19	ng
786	Bank Statements	MEDITEX004827 - MEDITEX004830	6/25/19	no	6/25/19	ng
787	Bank Personal Signature Card	MEDITEX004847 - MEDITEX004848	6/19/19	no	6/19/19	ng
788	Bank Check	MEDITEX004861	6/25/19	no	6/25/19	ng
789	Bank Check	MEDITEX004869				ng
790	Bank Check	MEDITEX004871				ng
791	Bank Check	MEDITEX004876	6/25/19	no	6/25/19	ng

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
792	Bank Statements	MEDITEX004888 – MEDITEX004899	6/25/19	h0	6/25/19
793	Bank Check	MEDITEX004913			
794	Bank Statements	MEDITEX004917 – MEDITEX004934			
795	Bank Statements	MEDITEX004999 – MEDITEX005004			
796	Bank Statements	MEDITEX005126 – MEDITEX005161			
797	Bank Statements	MEDITEX005168 – MEDITEX005184			
798	Bank Statements – Acct. 0919	MEDITEX005185 – MEDITEX005206	6/25/19	h0	6/25/19

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Ex. #	Document	Bate No.	Offered	OBJ	Admitted	
			Date		Date	
799	Bank Statements	MEDITEX005217	6/25/19	no	6/25/19	By
800	Bank Statements	MEDITEX005237 - MEDITEX005244				By
801	Bank Statements	MEDITEX005286 - MEDITEX005296	6/25/19	no	6/25/19	By
802	Bank Statements	MEDITEX005375 - MEDITEX005378	6/12/19	yes	6/12/19	By
803	Bank Records - Deposit	MEDITEX005379 - MEDITEX005380	6/12/19	yes	6/12/19	By
804	Bank Records - Deposit	MEDITEX005381 - MEDITEX005382	6/12/19	yes	6/12/19	By
805	Bank Records - Deposit	MEDITEX005407 - MEDITEX005408	6/25/19	no	6/25/19	By

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
806	Bank Documents	MEDITEX005460 – MEDITEX005472			
807	Zahedi 2998 & 3478 Consumer Acct. App	MEDITEX005474 - MEDITEX005477			
808	Bank Documents	MEDITEX005589 – MEDITEX005590			
809	Bank Documents	MEDITEX005595 – MEDITEX005602			
810	Deposit Slip #8409	MEDITEX005642			
811	Deposit Slip #8409	MEDITEX005644			
812	Deposit Slip #8409	MEDITEX005646			

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Ex. #	Document	Base No:			
813	Deposit Slip #8409	MEDITEX005648			
814	Deposit Slip #2998	MEDITEX005649 - MEDITEX005650			
815	Signature Cards	MEDITEX005659 - MEDITEX005661			
816	Bank Statements	MEDITEX005807 - MEDITEX005810			
817	Bank Statements	MEDITEX005822 - MEDITEX005825	6/14/19	no	6/14/19
818	Bank Statements	MEDITEX005843 - MEDITEX005858			
819	Wells Fargo Bank Statements for Acct. #0477 (Mandana Zahedi Depo Ex. 6)	MEDITEX005951 - MEDITEX005954	6/14/19	no	6/14/19

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
820	Statements Acct #8409 January-February 2012	MEDITEX006446 - MEDITEX006448			
821	Statements Acct #8409 February-March 2012	MEDITEX006452 - MEDITEX006455			
822	Statements Acct #8409 March-April 2012	MEDITEX006456 - MEDITEX006458			
823	Statements Acct #8409 December-January 2013	MEDITEX006487 - MEDITEX006489			
824	Record Certification - Bank of America SDT	MEDITEX006556 - MEDITEX006558	6/25/19	no	6/25/19
825	Bank Documents	MEDITEX006881			
826	Bank Documents	MEDITEX007177			

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Ex. #	Document	Bate No.	Offered	OBJ	Admitted
			Date		Date
827	Bank Documents	MEDITEX007179			
828	Bank Documents	MEDITEX007183			
829	Bank Documents	MEDITEX007185			
830	Bank Documents	MEDITEX007191			
831	Bank Documents	MEDITEX007279			
832	Bank Documents	MEDITEX007281			
833	Bank Documents	MEDITEX007283			

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Ex. #	Document	Bate No.			
834	Bank Documents	MEDITEX007285			
835	Bank Documents	MEDITEX007289			
836	Bank Documents	MEDITEX007291			
837	Bank Documents	MEDITEX007295			
838	Bank Documents	MEDITEX007297			
839	Bank Documents	MEDITEX007333			
840	Bank Documents	MEDITEX007341			

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Ex. #	Document	Bate No.			
841	Bank Documents	MEDITEX007349			
842	Bank Documents	MEDITEX007355			
843	Bank Documents	MEDITEX007357			
844	Bank Documents	MEDITEX007359			
845	Bank of America #2102 Statement 11/29/12 - 12/27/12	MEDITEX026964 - MEDITEX026967			
846	Bank of America #8143 Statement 12/13/12 - 1/14/13	MEDITEX026976 - MEDITEX026983			
847	Bank of America #8459 Statement 12/15/12 - 1/16/13	MEDITEX026984 - MEDITEX026989			

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Ex. #	Document	Bate No.			
848	Bank of America #8459 Statement 1/17/13 - 2/13/13	MEDITEX027010 - MEDITEX027013			
849	Signed Acceptance of Service of Subpoena Duces Tecum to Custodian of Records for GSP	GSP000001 - GSP000002	5/22/19	no	5/22/19
850	Signed and notarized Certificate Custodian of Records Affidavit by GSP's CCO	GSP000003 - GSP000004	5/22/19	no	5/22/19
851	Correspondence from GSP to J Blum, Esq. re. Subpoena Duces Tecum	GSP000005	5/22/19	yes	5/22/19
852	Documents produced by GSP in response to Subpoena Duces Tecum (including but not limited to: purchase	GSP000006 – GSP000056			
853	Documents produced by GSP in response to Subpoena Duces Tecum (including but not limited to: purchase	GSP000057 – GSP000061	5/22/19	no	5/22/19
854	Documents produced by GSP in response to Subpoena Duces Tecum (including but not limited to: purchase	GSP000062 – GSP000063			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
855	Documents produced by GSP in response to Subpoena Duces Tecum (including but not limited to: purchase	GSP000064			
856	Documents produced by GSP in response to Subpoena Duces Tecum (including but not limited to: purchase	GSP000065 – GSP000067			
857	Documents produced by GSP in response to Subpoena Duces Tecum (including but not limited to: purchase	GSP000068 – GSP000070			
858	Documents produced by GSP in response to Subpoena Duces Tecum (including but not limited to: purchase	GSP000071 – GSP000076			
859	SCBA Invoice #09986	ASD000082			
860	Email	ASD000244			
861	9/11/15 Email Communications from H. Mojtahed to Aidan re “Sales Invoice for Outstanding Balance”	ASD000274	7/31/19	no	7/31/19

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			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
862	9/15/15 Customs export hold email from Bill Carter Yusen	ASD000280 – ASD000287			
863	Meditex Accounting docs 2015	ASD000288 – ASD000289			
864	JPMorgan Chase Bank Wire Transfers	ASD000297 – ASD000302			
865	Chamber Application	ASD000308			
866	3/14/13 Board Member Agreement Signed	ASD000323			
867	JPMorgan Chase Bank - Deposit Account Balance Summary for Meditex, LLC	ASD000324 – ASD000325			
868	Chase Bank account ending in 0919 (Mandana Zahedi Depo Ex. 21)	ASD000326			

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			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
869	Wire Transfer Services Outgoing Wire Transfer Requests dated August 8, 2013, October 11, 2013, and May 3, 2013 (Holman's Depo Ex. 46)	ASD000331 – ASD000334	6/13/19	yes	6/13/19
870	Wire Transfer Information (Holman's Depo Ex. 45)	ASD000335 – ASD000336	6/13/19	yes	6/13/19
871	Articles of organization of UTSafety, LLC (Nooshin Zahedi Depo Ex. 1)	ASD000338 – ASD000341	6/14/19	no	6/14/19
872	Email with attachments	ASD000359 – ASD000362			
873	Email	ASD000364			
874	Email re 3-month report 12-15-11	ASD000411			
875	GSP Supplement Order Status 2013	ASD000433			

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			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
876	Emails	ASD000437 – ASD000438			
877	Air Waybill	ASD000442			
878	Email 7-18-14	ASD000700			
879	St. Rose Executive Suites Documents	ASD000837 – ASD000838			
880	Certification of Records - Chase – SCBA Accounts	ASD000906 – ASD000907			
881	Checks and deposit slips relating to UTSafety (Nooshin Zahedi Depo Ex. 10)	ASD000999 – ASD001000			
882	Checks and deposit slips relating to UTSafety (Nooshin Zahedi Depo Ex. 10)	ASD001003			

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			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
883	Signature card Account '4310	ASD004310			
884	11/28/12 Chase Statement – Safari '9608	ASD004524 – ASD004527			
885	12/10/12 Deposit	ASD004531 – ASD004532			
886	12/13/12 Deposit	ASD004533 – ASD004534			
887	Copy of check from Meditex's account to Parvis Safari (Mandana Zahedi Depo Ex. 23)	ASD004878			
888	Copies of checks to Parvis Safari (Mandana Zahedi Depo Ex. 22)	ASD004895 – ASD004896			
889	Signature page for SCBA Chase Account	ASD005626 – ASD005628			

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			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
890	Chase Deposit Slip 12-10-12	ASD009790			
891	Chase Deposit Slip 12-13-12	ASD009792			
892	Banking Records	ASD010073 – ASD010174			
893	Banking Records	ASD010087 – ASD010088			
894	Banking Records	ASD010594 – ASD010603			
895	UTSafety Wells Fargo bank account statement (Nooshin Zahedi Depo Ex. 7)	ASD010791	6/14/19	no	6/14/19
896	Bank statement from Wells Fargo (Nooshin Zahedi Depo Ex. 6)	ASD011200 – ASD011201	6/14/19	yes	6/14/19

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Ex. #	Document	Bate No.	Offered Date	OBJ	Admitted Date
897	Exhibit A to Deposition of Eric Lorenz (Certificate of COR)	N/A			
898	November 15, 2016 Letter from Ovist and Howard to Meditex, LLC (Lorenz's Depo Ex. E)	N/A			
899	Printout from SCBA's website (Holman's Depo Ex. 4)	N/A	6/11/19	no	6/11/19
900	List of Payments (Holman's Depo Ex. 26)	N/A	6/13/19	yes	6/13/19
901	Wells Fargo Bank account statement for Account Ending in '0477 (Mandana Zahedi Depo Ex. 6)	N/A			
902	Non-forwarded version of Bates MEDITEX00135-00138	N/A			

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			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
903	Opposition to Defendants/Counter-Claimants' Motion for Partial Summary Judgment on Counter-Claimants' Claims Against Parvis Safari re: Case No. A-15-729030-C.	N/A			
904	Signed Affidavit of Plaintiff, Parvis Safari in Support of Opposition to Defendant/Counter-Claimants' Motion for Partial Summary Judgment on Counter-Claimants' Claims Against Parviz Safari, dated 3-14-18 (illegible)	N/A			
905	Signed Affidavit of Plaintiff, Mandana Zahedi in Support of Opposition to Defendants/Counter-Claimants' Motion for Partial Summary Judgment on Counter-Claimants' Claims Against Parviz Safari, dated 3-14-18 (illegible)	N/A			

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			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
906	3-15-18 email from wyster@silverstatelaw.com transmitting unsigned affidavits that are legible	N/A			
907	Unsigned Affidavit of Plaintiff, Parvis Safari in Support of Opposition to Defendant/Counter-Claimants' Motion for Partial Summary Judgment on Counter-Claimants' Claims Against Parviz Safari, dated 3-14-18 (legible)	N/A			
908	Unsigned Affidavit of Plaintiff, Mandana Zahedi in Support of Opposition to Defendants/Counter-Claimants' Motion for Partial Summary Judgment on Counter-Claimants' Claims Against Parviz Safari, dated 3-14-18 (legible)	N/A			
909	Plaintiff Mandana Zahedi Responses to Hamid Mojtahed's First Requests for Admissions	N/A			

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			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
910	Plaintiff Mandana Zahedi Responses to Hamid Mojtahed's First Set of Interrogatories	N/A	6/19/19	no	6/19/19
911	Plaintiff Mandana Zahedi's Responses to Hamid Mojtahed's First Requests for Production of Documents	N/A			
912	Plaintiff Aidan Davis, FKA Parviz Safari's Supplemental/Revised Responses to Hamid Mojtahed's First Set of Interrogatories (Set No: One - Supplemental/Revised)	N/A	6/19/19	no	6/19/19
913	Plaintiff Aidan Davis, FKA Parviz Safari's Responses to First Set of Interrogatories Set No: One (1)	N/A	6/25/19	no	6/25/19

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Base No.			
WA 914	Plaintiff Aidan Davis, FKA Parviz Safari's Responses to First Set of Requests for Production of Documents	N/A			
WA 915	Plaintiff Aidan Davis, FKA Parviz Safari's Supplemental/Revised Responses to First Set of Interrogatories (Set No: One- First Supplemental/Revised)	N/A			
WA 916	Plaintiff Aidan Davis, FKA Parviz Safari's Supplemental/Revised Responses to Hamid Mojtahed's First Set of Requests for Production of Documents (Set No: One- Supplemental/Revised)	N/A			
WA 917	Plaintiff Aidan Davis, FKA Parviz Safari's Supplemental/Revised Responses to First Set of Requests for Production of Document (Set No: One First Supplemental/Revised)	N/A			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
WA 918	Plaintiff Aidan Davis, FKA Parviz Safari's Supplemental/Revised Responses to First Set of Requests for Admissions (Set No. One First	N/A			
WA 919	Counter-Defendant Nooshin Zahedi's Supplemental Responses to First Set of Interrogatories	N/A			
WA 920	Counter-Defendant Nooshin Zahedi's Supplemental Responses to First Set of Requests for Production of	N/A			
WA 921	Counter-Defendant Nooshin Zahedi's Supplemental Responses to First Set of Requests for Admissions	N/A	6/14/19	no	6/14/19
WA 922	Counter-Defendant Nooshin Zahedi's Second Supplemental Responses to First Set of Requests for Production of Documents	N/A			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Base No.			
WA 923	Plaintiff Aidan Davis Responses to Hamid Mojtaheh's First Set of Requests for Production of Documents	N/A			
WA 924	Plaintiff Aidan Davis Responses to Hamid Mojtaheh's First Set of Requests for Admissions	N/A	6/25/19	no	6/25/19
WA 925	Plaintiff Aidan Davis Responses to Hamid Mojtaheh's First Set of Interrogatories	N/A	6/25/19	no	6/25/19
WA 926	Counter-Defendant Nooshin Zahedi's Responses to First Set of Requests for Admissions	N/A			
WA 927	Counter-Defendant Nooshin Zahedi's Responses to First Set of Interrogatories	N/A			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
928	Counter-Defendant Nooshin Zahedi's Responses to First Set of Requests for Production of Documents	N/A			
929	Counter-Defendant Nooshin Zahedi's Third Supplemental Responses to First Set of Requests for Production of Documents; Set No: One(1) - Third Supplemental / Revised/Ellsworth & Bennion	N/A			
930	Plaintiff Aidan Davis, fka Parviz Safari's Supplemental/Revised Responses to Hamid Mojtahed's First Set of Interrogatories; Set No: One (1) - Second Supplemental/Revised	N/A	6/12/19	no	6/12/19

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
931	Plaintiff Aidan Davis, fka Parviz Safari's Supplemental/Revised Responses to Hamid Mojtahed's First Set of Requests for Production of Documents; Set No: One (1) - Second Supplemental/Revised	N/A			
932	Plaintiff Aidan Davis, fka Parviz Safari's Second Supplemental/Revised Responses to First Set of Requests for Production of Documents; Set No: One (1) - Second Supplemental / Revised	N/A			
933	Plaintiff Aidan Davis, fka Parviz Safari's Supplemental/Revised Responses to First Set of Interrogatories; Set No: One (1) - Second Supplemental/Revised	N/A	6/25/19	no	6/25/19
934	Plaintiff Aidan Davis, FKA Parviz Safari's Responses to First Set of Requests for Admissions	N/A			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Base No.			
935	Bank Statements	MEDITEX003657 - MEDITEX003662			
936	Bank Statements	MEDITEX003669			
937	Bank Statements	MEDITEX004217 - MEDITEX004220			
938	Bank Statements	MEDITEX004231 - MEDITEX004232			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
WA 939	Bank Statements	MEDITEX004233 - MEDITEX004234			
WA 940	Bank Statements	MEDITEX004235 - MEDITEX004236			
WA 941	Bank Statements	MEDITEX004278 - MEDITEX004287			
WA 942	Bank Statements	MEDITEX004488 - MEDITEX004491			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Base No.			
WA 943	Bank Statements	MEDITEX004539 – MEDITEX004543			
WA 944	Bank Statements	MEDITEX004567 – MEDITEX004570			
WA 945	Bank Statements	MEDITEX004607 – MEDITEX004611			
WA 946	Bank Statements	MEDITEX004668 – MEDITEX004673			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
WA 947	Bank Statements	MEDITEX004697 - MEDITEX004701			
WA 948	Bank Statements	MEDITEX004716 - MEDITEX004733			
WA 949	Bank Statements	MEDITEX004738 - MEDITEX004739			
WA 950	Bank Statements	MEDITEX004743 - MEDITEX004818	6/19/19	no	6/19/19

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
951	Bank Statements	MEDITEX004822 - MEDITEX004826			
952	Bank Statements	MEDITEX004842 - MEDITEX004845			
953	Bank Statements	MEDITEX004993 - MEDITEX005005			
954	Bank Statements	MEDITEX005014 - MEDITEX005017			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
955	Bank Statements	MEDITEX005018 - MEDITEX005027			
956	Bank Statements	MEDITEX005028 - MEDITEX005035			
957	Bank Statements	MEDITEX005036 - MEDITEX005043			
958	Bank Statements	MEDITEX005092 - MEDITEX005115			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
959	Bank Statements	MEDITEX005116 - MEDITEX005126			
960	Bank Statements	MEDITEX005162 - MEDITEX005167			
961	Bank Statements	MEDITEX005207 - MEDITEX005218			
962	Bank Statements	MEDITEX005219 - MEDITEX005236			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
963	Bank Statements	MEDITEX005237 - MEDITEX005255			
964	Bank Statements	MEDITEX005271 - MEDITEX005285			
965	Bank Statements	MEDITEX005302 - MEDITEX005352	6/19/19	no	6/19/19
966	Bank Statements	MEDITEX009250 - MEDITEX009251			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
WA 967	Bank Statements	MEDITEX026070 - MEDITEX026073			
WA 968	Bank Statements	MEDITEX026094 - MEDITEX026097			
WA 969	Bank Statements	MEDITEX0026098 - MEDITEX0026103			
WA 970	Bank Statements	MEDITEX026118 - MEDITEX026127			

			Offered		Admitted
Ex. #	Document	Bate No.	Date	OBJ	Date
WA 971	Bank Statements	MEDITEX026142 - MEDITEX026145			
WA 972	Bank Statements	MEDITEX026166 - MEDITEX026169	6/25/19	no	6/25/19
WA 973	Bank Statements	MEDITEX026170- MEDITEX026177	6/25/19	no	6/25/19
WA 974	Bank Statements	MEDITEX026194- MEDITEX026197			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
975	Bank Statements	MEDITEX026228 - MEDITEX026231			
976	Bank Statements	MEDITEX026262 - MEDITEX026265			
977	Bank Statements	MEDITEX026298 - MEDITEX026301			
978	Bank Statements	MEDITEX026330 - MEDITEX026333			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
979	Bank Statements	MEDITEX026362 - MEDITEX026365			
980	Bank Statements	MEDITEX026398 - MEDITEX026401			
981	Bank Statements	MEDITEX026430 - MEDITEX026433			
982	Bank Statements	MEDITEX026466 - MEDITEX026469			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
WA 983	Bank Statements	MEDITEX026470 - MEDITEX026479			
WA 984	Bank Statements	MEDITEX026502 - MEDITEX026505			
WA 985	Bank Statements	MEDITEX026534 - MEDITEX026537			
WA 986	Bank Statements	MEDITEX026572 - MEDITEX026575			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
987	Bank Statements	MEDITEX026608 - MEDITEX026611			
988	Bank Statements	MEDITEX026612 - MEDITEX026619			
989	Bank Statements	MEDITEX026638 - MEDITEX026641			
990	Bank Statements	MEDITEX026670 - MEDITEX026673			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
WT 991	Bank Statements	MEDITEX026710 - MEDITEX026713			
WT 992	Bank Statements	MEDITEX026742 - MEDITEX026743			
WT 993	Bank Statements	MEDITEX026968 - MEDITEX026975			
WT 994	Bank Statements	MEDITEX027368 - MEDITEX027375			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
WA 995	Bank Statements	MEDITEX027440 - MEDITEX027453			
WA 996	Bank Statements	MEDITEX027476 - MEDITEX027489			
WA 997	Bank Statements	MEDITEX027814- MEDITEX027819			
WA 998	Bank Statements	MEDITEX027868 - MEDITEX027881			

			Offered		Admitted
			Date	OBJ	Date
Ex. #	Document	Bate No.			
999	Bank Statements	MEDITEX027896 - MEDITEX027899			
1000	Bank Statements	MEDITEX027926 - MEDITEX027935			

EXHIBIT(S) LIST

DEFENDANT'S EXHIBITS

Exhibit Number	Exhibit Description	Date Offered	Objection	Date Admitted	
1001	demonstrative - Act. info for GSP	5/22/19	no	5/22/19	wt
1002	emails from Aidan Safari	6/13/19	no	6/13/19	wt
1003	Exhibit 10 to Moshin Zahedi deposition	6/14/19	no	6/14/19	wt
1004	medical documents - Mr. Safari	6/14/19	no	6/14/19	wt
1005	NutraLab Coml. Invoices ASD 000097-98	6/21/19	No	6/21/19	wt
1006	NutraLab Commercial Invoices ASD 000030	6/21/19	No	6/21/19	wt
1007	NutraLab Commercial Invoices ASD 000108-109	6/21/19	No	6/21/19	wt
B1	demonstrative	6/25/19	no	6/25/19	wt
B2	demonstrative	6/25/19	no	6/25/19	wt
B3	demonstrative	6/25/19	no	6/25/19	wt
1008	Meditex proforma invoice 0414 4/29/13	7/17/19	no	7/17/19	wt
D1	demonstrative - expert				wt
1009	Subpoena	8/1/19	no	8/1/19	wt
1010	Subpoena + docs regarding Batool Zamanian				wt
630a	630 Meditex 000419	7/31/19	no	7/31/19	AS
69Sa	69S meditex 002371	7/17/19	yes	7/17/19	AS
69Sb	69S meditex 002378	7/17/19	no	7/17/19	AS
69Sc	69S meditex 002379	7/17/19	no	7/17/19	AS
69Sd	69S meditex 002365	7/17/19	no	7/17/19	AS
69Se	69S meditex 002384	7/17/19	no	7/17/19	AS
69Sf	69S meditex 002354	7/17/19	no	7/17/19	AS
69Sg	69S meditex 002359	7/17/19	no	7/17/19	AS
69Sh	69S meditex 002357	7/17/19	no	7/17/19	AS



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

ANDREW SCOTT FLAHIVE, ESQ.
330 E. WARM SPRINGS, STE A-18
LAS VEGAS, NV 89119

DATE: October 29, 2019
CASE: A-15-729030-B

RE CASE: PARVIZ SAFARI; MANDANA ZAHEDI; MEDITEX LLC vs. HAMID MODJTAHED;
MOHAMMAD MOJTAHED; ALI MOJTAHED

NOTICE OF APPEAL FILED: October 24, 2019

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☒ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

***Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT; NOTICE OF ENTRY OF FINDINGS OF FACT CONCLUSIONS OF LAW AND JUDGMENT; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

PARVIZ SAFARI; MANDANA ZAHEDI;
MEDITEX LLC,

Plaintiff(s),

vs.

HAMID MODJTAHED; MOHAMMAD
MOJTAHED; ALI MOJTAHED,

Defendant(s),

Case No: A-15-729030-B

Dept No: XIII

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 29 day of October 2019.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk