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Elizabeth A. Brown
Clerk of Supreme Court

IN THE SUPREME COURT OF THE STATE OF NEVADA

PARVIZ SAFARI, an individual;
MANDANA ZAHEDI, an individual;
AND NOOSHIN ZAHEDI, an
individual,

Appellants,

vs.

HAMID MODJTAHED, an
individual; and MOHAMMAD
MODJTAHED, an individual,

Respondents.

Docket No. 82279

**RESPONSE TO ORDER TO SHOW
CAUSE**

Appellants Parviz Safari, Mandana Zahedi, and Nooshin Zahedi respond to the Court's April 20, 2021, order to show cause. At issue in the order to show cause are the abandoned counterclaims against UTSafety, LLC. As demonstrated below, the September 23, 2020, final judgment finally resolved all claims of all parties, and the now-corrected failure to include language demonstrated that the claims against UTSafety was due to inadvertent omission that can, and has, been corrected pursuant to NRCP 60(a) without jeopardizing the Court's ability to hear this appeal. Thus, because appellants timely appealed

from a final judgment, the Court maintains jurisdiction over this appeal. NRAP 4(a)(1); *Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000).

On May 17, 2019, respondents Hamid and Mohammad Modjtahed filed a pretrial memorandum in the district court which included “[a] list of all claims or defenses to be abandoned,” which stated that they were voluntarily abandoning their claims against UTSafety pursuant to EDCR 2.67(b)(4). *See* Pretrial Memorandum, attached as **Exhibit 1**. Consistent with the pretrial memorandum, the Modjtaheds’ claims against UTSafety were abandoned and not pursued during trial by any party. However, due to an oversight and/or omission, the district court failed to include in its final judgment dated September 23, 2020 (the final judgment), that the Modjtaheds’ abandoned claims against UTSafety were formally dismissed. *See* Final Judgment, attached as **Exhibit 2**.

As a result of the oversight, this Court issued its order to show cause. The parties then sought leave to correct the final judgment pursuant to NRCP 60(a), which allows “[c]orrections [b]ased on [c]lerical [m]istakes[,] [o]versights and [o]missions,” even “after an appeal has been docketed in the appellate court and while it is pending.” *See* Stipulation and Order, attached as **Exhibit 3**. On July 14, 2021, this Court entered an order noting that “the district court may enter an order disposing of the remaining claims.” *See* Order, attached as **Exhibit 4**.

Following that order, the parties stipulated to correct the final judgment pursuant to NRCP 60(a). *See* Stipulation and Order to Correct Final Judgment Pursuant to NRCP 60(a), attached as **Exhibit 5**. On July 27, 2021, the district court corrected its inadvertent omission and entered a corrected final judgment, in which the district court explicitly noted that “IT IS HEREBY FURTHER ORDERED and adjudged that all counterclaims against counter-defendant UTSafety, LLC are dismissed pursuant to [the Modjtaheds’] abandonment of those claims prior to trial, as set forth in their May 17, 2019, Pre-trial Memorandum.” *See* Notice of Entry of Corrected Final Judgment, attached as **Exhibit 6**.

As confirmed by the district court granting the stipulation pursuant to NRCP 60(a) and issuing a corrected final judgment, the September 23, 2020, final judgment was the judgment that disposed of all claims by all parties, and the inadvertent omission of language formally adopting the Modjtaheds’ abandoned claims against UTSafety was a clerical error which has now been corrected pursuant to NRCP 60(a). Indeed, “a clerical error is a mistake or omission by a . . . judge . . . which is not the result of the exercise of the judicial function,” and “which cannot reasonably be attributed to the exercise of judicial consideration or discretion.” *In re Humboldt River Sys.*, 77 Nev. 244, 248, 362 P.2d 265, 267 (1961). Here, the omission of the language regarding UTSafety was not attributed

to any exercise of judicial consideration or discretion; rather, it was merely an oversight. Thus, this Court retains jurisdiction over this appeal because the September 23, 2020, final judgment “finally resolved all claims against all parties.” *See Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000) (defining a final judgment). The appeal should not be dismissed.

Dated this 29th day of July 2021.

The Powell Law Firm

/s/ Tom W. Stewart
Tom W. Stewart, Esq.
Nevada Bar No. 14280

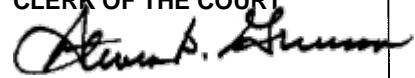
CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing **RESPONSE**
TO ORDER TO SHOW CAUSE with the Nevada Supreme Court on the 29th
day of July 2021. Electronic Service of the document shall be made in
accordance with the Master Service List as follows:

Jonathan Blum, Esq.
Eric Walther, Esq.
Adam Bult, Esq.

/s/ Tom W. Stewart
An Employee of The Powell Law Firm

Exhibit 1



PMEM

JONATHAN D. BLUM, ESQ.

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Attorneys for Defendants/Counter-Claimants

DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

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

Plaintiffs,

vs.

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.

CASE NO. A-15-729030-B

DEPT NO. XIII

**DEFENDANTS/COUNTER-
CLAIMANTS' HAMID
MODJTAHED AND MOHAMMAD
MOJTAHED'S INDIVIDUAL PRE-
TRIAL MEMORANDUM PER
EDCR 2.67**

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**DEFENDANTS/COUNTER-CLAIMANTS' HAMID MODJTAHED AND MOHAMMAD
MOJTAHED'S INDIVIDUAL PRE-TRIAL MEMORANDUM PER
EDCR 2.67**

Date of Trial: May 21, 2019

Defendants/Counter-Claimants' HAMID MODJTAHED and MOHAMMAD
MOJTAHED have filed this individual Pre-trial Memorandum because, despite numerous contacts
and attempts to coordinate with the Plaintiffs' attorney, he did not respond in a timely manner to
allow a reasonable timeframe for preparation of a Joint Pretrial Memorandum prior to the deadline.

The Pretrial Conference was held in November 9, 2018, at the office of Kolesar & Leatham,
prior to the original trial setting. Present were Jonathan Blum and Scott Fleming for Defendants/
Counterclaimants, and Andrew Flahive for Plaintiffs/ Counter-defendants.

I.

STATEMENT OF FACTS

This is a business breakup case related to a Nevada limited liability company, Meditex,
LLC ("Meditex" or the "Company"), which ceased conducting business in 2015. When it was
operating, Meditex had several areas of business, mostly related to purchasing products in North
America (e.g. vitamin supplements and used/refurbished safety equipment), and selling those
products to customers in the Middle East.

Plaintiffs/ Counter-defendants Parviz Safari (aka Aidan Davis, referred to herein as
"Safari") and his wife Mandana Zahedi ("Mandana") (Safari and Mandana are collectively referred
to as "Plaintiffs") were each 25 percent members/managers of Meditex. On the other side, Hamid
Modjtahed ("Hamid") and his son Mohammad Mojtahead ("Mohammad") (Hamid and Mohammad
are collectively referred to as Defendants) were also each 25 percent members/ managers of
Meditex. Plaintiffs initiated this lawsuit against Hamid and his two sons, Mohammad and Ali as
a ruse to deflect from their longstanding, repeated embezzlement and schemes to take large sums
of money from Hamid, Mohammad and the Company. They filed suit when Hamid and
Mohammad finally began to uncover the numerous schemes employed by Defendants.

Throughout the Company's existence, from 2010-2015, and to the present day, Hamid and
Mohammad lived in California, and ***provided all of the working capital for Meditex's operations.***

1 Safari and his wife Mandana lived in Henderson, Nevada during the same period. Safari, as CEO
2 of Meditex, was the sole occupant of Meditex's Henderson office and was in charge of daily
3 operations. Both he and Mandana abused Hamid and Mohammad's trusting nature and leveraged
4 Safari's position as the sole communicator with Meditex's accountant, and primary communicator
5 with Meditex's customers and vendors. Mr. Safari utilized **six separate schemes** to enrich himself
6 by hundreds of thousands of dollars.

7 Some of the schemes were intricate ruses utilizing fake invoices and emails. Some simply
8 involved withdrawing large amounts of money from the Company's bank accounts or lying about
9 incurring expenses in order to justify withdrawals. The schemes began at the outset of the
10 Company's operations, in late 2010, and continued until it ceased operations in the fall of 2015.

11 In the process, **Mr. Safari¹ wrongfully took \$337,975²** from the Company. Mr. Safari
12 and Mandana also diverted tens of thousands of dollars to themselves, which should have come to
13 Meditex. In the process, he ruined a growing and once profitable business, causing approximately
14 \$1.5 million in future damages. Mr. Safari also borrowed \$15,500 in direct loans from Hamid, but
15 failed to repay any of it.

16 Counterclaimants asserted eleven causes of action in their counterclaim, both individually
17 and derivatively on behalf of Meditex, LLC. Counterclaimants also assert claims against Nooshin
18 Zahedi, the sister of Mandana, and sister in law of Mr. Safari, for her role in one of the schemes.

19 II.

20 CLAIMS FOR RELIEF

21 PLAINTIFF'S CLAIMS FOR RELIEF

22 Plaintiffs asserted the following claims in their Amended Complaint, the first four of which
23 have been dismissed by summary judgment:

24
25
26 ¹ Some of the schemes involved Mandana, for which she directly benefited. Counter-claimants also assert claims against Nooshin Zahedi, the sister of Mandana, and sister in law of Mr. Safari, for her role in one of the schemes.

27 ² This Court has already entered judgment in the amount of \$95,200 finding that two of the schemes were a breach of
28 the Company's Operating Agreement. *See* July 18, 2018 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.

1. Breach of Fiduciary Duty Against Defendants Hamid Modjtahed and Mohammad Mojtaheh;
2. Intentional Interference with Prospective Economic Advantage Against Hamid Modjtahed and Mohammad Mojtaheh (and Ali Mojtaheh who was later dismissed);
3. Embezzlement Against Defendants Hamid Modjtahed and Mohammad Mojtaheh;
4. Declaratory Relief Against All Defendants;
5. Accounting Against Defendants Hamid Modjtahed and Mohammad Mojtaheh.

COUNTER-CLAIMANTS' CLAIMS FOR RELIEF

Counterclaimants asserted the following claims in its Counterclaim:

Derivative Claims Asserted on Behalf of Meditex, LLC:

1. Breach of contract Against Parviz Safari and Mandana Zahedi

Plaintiffs breached section 6.3 of the Company's operating agreement by receiving distributions without an affirmative vote of the members. Such damages total \$242,775³. Please see Counter-claimants Trial Brief Regarding Counterclaimants' Causes of Action and Damages.

2. Contractual Breach of Implied Covenant of Good Faith and Fair Dealing Against Parviz Safari and Mandana Zahedi

To the extent the various schemes are not a direct breach of the Operating Agreement, they are certainly breaches of the implied covenant of good faith and fair dealing. Counterclaimants seek \$242,775 for this claim as well, along with \$42,000 for improper diversions of funds due to Meditex, for a total of \$284,775. Please see Counter-claimants Trial Brief Regarding Counterclaimants' Causes of Action and Damages.

3. Tortious Breach of Implied Covenant of Good Faith and Fair Dealing Against Parviz Safari and Mandana Zahedi

The members and managers of Meditex owed each other fiduciary duties. As such, Plaintiffs' misconduct that breached the duty of good faith is also a tortious breach.

³ Not including the \$95,200 already awarded as breach of contract damages by summary judgment.

Counterclaimants seek \$284,775 on this claim, as well as punitive damages. Please see Counterclaimants Trial Brief Regarding Counterclaimants' Causes of Action and Damages.

4. Unjust Enrichment/Quantum Meruit Against Parviz Safari and Mandana Zahedi

To the extent Safari and Mandana's various methods of taking money from the Company, Hamid and Mohammad do not constitute a breach of the Operating Agreement as unapproved distributions, they are certainly unjust enrichment. Counterclaimants seek \$310,275 on this claim, as well as punitive damages. Please see Counter-claimants Trial Brief Regarding Counterclaimants' Causes of Action and Damages.

5. Fraud Against Parviz Safari

Mr. Safari's frauds were numerous and wide-ranging, including the use of fake invoices, fake emails, and lies about withdrawals and reimbursements. Five of those schemes constitute fraud. Please see Counter-claimants Trial Brief Regarding Counterclaimants' Causes of Action and Damages.

Counterclaimants seek \$284,775 on this claim for past damages, as well as \$1,525,395 in future damages, plus punitive damages.

6. Breach of Fiduciary Duty Against Parviz Safari and Mandana Safari

Mr. Safari and Mrs. Zahedi, as members and managers of Meditex, owed fiduciary duties to the other members and managers, Hamid and Mohammad. Through their various schemes to enrich themselves, Safari and Mandana clearly violated the duty of loyalty by failing to act in good faith and putting their own interests over the Company and their fellow members/ managers. Five of the schemes constitute breach of fiduciary duties. Please see Counter-claimants Trial Brief Regarding Counterclaimants' Causes of Action and Damages.

Counterclaimants seek \$284,775 on this claim for past damages, as well as \$1,525,395 in future damages, plus punitive damages.

1 **7. Aiding and Abetting Breach of Fiduciary Duty Against Nooshin Zahedi⁴**

2 Nooshin participated in the formation of the shell company, UTSafety, LLC, and was
3 named as its sole member and manager. She is listed on the shell company's bank account from
4 which she received "wages" and other payments. As such, Nooshin Zahedi is liable for the
5 \$91,700 in damages stemming that scheme, as well as punitive damages.

6 **8. Civil Conspiracy Against Parviz Safari, Mandana Zahedi, and Nooshin
7 Zahedi⁵**

8 With regard to the UTSafety Scheme, Safari, Mandana and Nooshin undertook a concerted
9 action with the intent "to accomplish an unlawful objective for the purpose of harming another."
10 Damages in the amount of \$91,700 resulted, as has already been recognized by the Court.
11 Counterclaimants seek punitive damages on this claim as well.

12 **9. Concert of Action Against Parviz Safari, Mandana Zahedi, UTSafety, LLC,
13 and Nooshin Zahedi;**

14 This claim is to be abandoned.

15 **10. Constructive Fraud Against Parviz Safari and Mandana Zahedi**

16 For the same reasons Safari and Mandana have breached their fiduciary duties to Hamid
17 and Mohammad by engaging in Schemes One through Five, they are also liable under the claim
18 of constructive fraud. Counterclaimants seek \$284,775 on this claim for past damages, as well as
19 \$1,525,395 in future damages, plus punitive damages.

20 **11. Accounting Against Parviz Safari and Mandana Zahedi**

21 Defendants have vigorously pursued their accounting claim throughout discovery,
22 subpoenaed many thousands of bank records, deposed Meditex's main vendor and accountant, as
23 well as retaining a forensic CPA and certified fraud examiner as their expert (Kevin Kirkendall).
24 They have already proven via summary judgment an entitlement to a balance due, and will prove
25 a great deal more is owed related to the other schemes.

26
27 _____
28 ⁴ To be abandoned against UTSafety, LLC.

⁵ To be abandoned against UTSafety, LLC.

Individual Claims Asserted by Hamid Modjtahed and Mohammad Mojtahe

All of the claims are asserted individually and derivatively. Additions are noted below.

12. Breach of Contract Against Parviz Safari and Mandana Zahedi

See above. In addition to the above breaches of contract, Mr. Safari also failed to repay \$15,500 in personal loans to Hamid.

13. Contractual Breach of Implied Covenant of Good Faith and Fair Dealing Against Parviz Safari and Mandana Zahedi

See above.

14. Tortious Breach of Implied Covenant of Good Faith and Fair Dealing Against Parviz Safari and Mandana Zahedi

See above.

15. Unjust Enrichment/ Quantum Meruit against Parviz Safari and Mandana Zahedi

See above. In addition to the above instances of unjust enrichment, to the extent Mr. Safari's failure to repay \$15,500 in personal loans to Hamid was not a breach of contract, he is liable under unjust enrichment.

16. Fraud Against Parviz Safari

See above.

17. Breach of Fiduciary Duty Against Parviz Safari and Mandana Zahedi

See above.

18. Aiding and Abetting Breach of Fiduciary Duty Against UTSafety, LLC and Nooshin Zahedi

See above.

19. Civil Conspiracy Against Parviz Safari, Mandana Zahedi, UTSafety, LLC, and Nooshin Zahedi

See above.

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///

1 **20. Concert of Action Against Parviz Safari, Mandana Zahedi, UTSafety, LLC,**
2 **and Nooshin Zahedi**

3 See above.

4 **21. Constructive Fraud Against Parviz Safari and Mandana Zahedi**

5 See above.

6 **22. Accounting Against Parviz Safari and Mandana Zahedi**

7 See above.

8 **III.**

9 **AFFIRMATIVE DEFENSES**

10 **DEFENDANTS' AFFIRMATIVE DEFENSES**

11 Defendants asserted the following affirmative defenses in their Amended Answer:

12 1. Plaintiffs' FAC fails to state a claim upon which relief can be granted.

13 2. At all material times, Defendants acted in good faith and exercised their lawful
14 rights in dealing with Plaintiffs.

15 3. Plaintiffs' claims are barred because Plaintiffs breached the agreement between the
16 parties, if any.

17 4. Plaintiffs' claims are barred by Plaintiffs' own failure to deal in good faith and deal
18 fairly with Defendants.

19 5. Plaintiffs have failed to mitigate their damages, if any.

20 6. Plaintiffs' damages, if any, were caused by economic and other conditions that were
21 beyond the control of the Defendants.

22 7. Plaintiffs have not and will not sustain any injury or damages as a result of
23 Defendants' alleged acts and/or omissions.

24 8. The damages suffered by Plaintiffs, if any, were caused in whole or in part by the
25 acts of a third party over which Defendants had no control.

26 9. Plaintiffs failed to disclose necessary information and Defendants relied on this
27 omission.

28 10. Plaintiffs' claims are barred by the statute of frauds.

11. Plaintiffs failed to comply with a pre-existing duty.
12. Plaintiffs ratified, approved or acquiesced in the actions of Defendants.
13. Plaintiffs, by their actions, deeds and conduct, have released Defendants from any and all claims that they might otherwise have been able to assert against Defendants.
14. Plaintiffs are barred from maintaining this action by virtue of their own unclean hands and inequitable conduct.
15. Plaintiffs' claims are barred by Plaintiffs' failure to deal fairly with Defendants.
16. Defendants, at all times relevant herein, acted in accordance with reasonable standards, in good faith, with reasonable care and did not contribute to the alleged damages.
17. Plaintiffs' damages, if any, were not proximately or legally caused by any of the actions of Defendants.
18. Plaintiffs' claims are barred due to the lack of requisite intent by Defendants.
19. Plaintiffs' conduct has forced Defendants to retain the services of an attorney and Defendants are entitled to be compensated for the reasonable attorneys' fees and costs incurred in the defense of this action.
20. Plaintiffs' FAC is barred by the applicable statute of limitations.
21. Defendants hereby incorporate by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure as though fully set forth herein.
22. Pursuant to NRCP 11, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of the Answer, and therefore, Defendants reserve the right to amend its Answer to allege additional affirmative defenses if warranted during the course of discovery or further investigation.

COUNTER-DEFENDANTS' AFFIRMATIVE DEFENSES

Defendants asserted the following affirmative defenses in their Amended Answer:

1. Counter-Claimants' Counterclaim fails to state a claim upon which relief can be granted.
2. At all material times, Counter-Defendants acted in good faith and exercised their lawful rights in dealing with Counter-Claimants.

3. Counter-Claimants' claims are barred because Counter-Claimants breached the agreement between the parties, if any.

4. Counter-Claimants' claims are barred by their own failure to deal in good faith and deal fairly with Counter-Defendants.

5. Counter-Claimants have failed to mitigate their damages, if any.

6. Counter-Claimants' damages, if any, were caused by economic and other conditions that were beyond the control of the Counter-Defendants.

7. Counter-Claimants have not and will not sustain any injury or damages as a result of Counter-Defendants' alleged acts and/or omissions.

8. The damages suffered by Counter-Claimants, if any, were caused in whole or in part by the acts of a third party over which Counter-Defendants had no control.

9. Counter-Claimants failed to disclose necessary information and Counter-Defendants relied on this omission.

10. Counter-Defendants deny each and every allegation of Counter-Claimants Counter-Claim that is not specifically admitted to or otherwise plead to herein.

11. Counter-Defendants hereby incorporate by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. In the event further investigation or discovery reveals the applicability of any such defenses, Counter-Defendants reserve the right to seek leave of the Court to amend their Answer to the Counter-Claim to specifically assert the same. Such defenses are herein incorporated by referenced for the specific purpose of not waiving the same.

12. Counter-Claimants failed to comply with a pre-existing duty.

13. Counter-Claimants ratified, approved, or acquiesced in the actions of Counter-Defendants.

14. Counter-Claimants, by their own actions, deeds, and conduct, have released Counter-Defendants from any and all claims that they might otherwise have been able to assert against Counter-Defendants.

15. Counter-Claimants are barred from maintaining this action by virtue of their own unclean hands and inequitable conduct.

16. Counter-Claimants claims are barred by Counter-Claimants' failure to deal fairly with Counter-Defendants.

17. Counter-Defendants, at all times relevant herein, acted in accordance with reasonable standards, in good faith, with reasonable care and did not contribute to the alleged damages.

18. Counter-Claimants damages, if any, were not proximately or legally caused by any of the actions of Counter-Defendants.

19. Counter-Claimants' claims are barred due to the lack or requisite intent by Counter-Defendants.

20. Counter-Claimants' conduct has forced Counter-Defendants to retain the services of an attorney and Counter-Defendants are entitled to be compensated for the reasonable attorney's fees and costs incurred in the defense of this action.

21. Counter-Claimants' claims are barred by the applicable statute of limitations.

IV.

PLEADING AMENDMENTS OR ISSUES TO BE ABANDONED

Counterclaimants abandon the following claims:

1. Claims 7 and 18, Aiding and Abetting Breach of Fiduciary Duty with regard to UTSafety, LLC, only.

2. Claims 8 and 19, Civil Conspiracy against UTSafety, LLC, only.

3. Claims 9, 20, Concert of Action.

V.

EXHIBITS

A. Defendants/Counter-Claimants' Exhibits

Please see Defendants/Counter-Claimants' Exhibit List, attached hereto as **Exhibit A**.

B. Joint Exhibits

Please see Parties' Joint Exhibit List, attached hereto as **Exhibit B**.

C. Plaintiffs/ Counter-defendants' Exhibits

1. List of Plaintiffs' Exhibits as Provided by Plaintiffs

Exhibit 1-Meditex Bank statements with JP Morgan Chase for 2011 and 2012 ASD9078-9250

Exhibit 2-Meditex Bank statements with JP Morgan Chase for 2013 ASD9255-9377

Exhibit 3-Meditex Bank statements with JP Morgan Chase for 2014 ASD9383-9493-

Exhibit 4-Meditex Bank statements with JP Morgan Chase for 2015 ASD9494-9540

Exhibit 5-Various order/shipping forms, including Meditex Commercial Invoice dated January 9, 2014 ASD376-380

Defendants' Objections:

Damage Assessment - January 2014 Shipment Documents (\$107,069.50)	ASD000376 - ASD000379	Foundation, authenticity, hearsay. Improperly combined, unrelated documents, incomplete document.
Damage Assessment - March 2014 Shipment Documents (\$125,220.00)	ASD000380 - ASD000385	Foundation, authenticity, hearsay. Improperly combined, unrelated documents.

Exhibit 6-Various order/shipping forms, including Meditex Commercial Invoice dated March 14, 2014 ASD381-386

Defendants' Objections:

Damage Assessment - March 2014 Shipment Documents (\$125,220.00)	ASD000380 - ASD000385	Foundation, authenticity, hearsay. Improperly combined, unrelated documents.
Damage Assessment - June 2014 Shipment Documents (\$187,579.50)	ASD000386 - ASD000390	Foundation, authenticity, hearsay. Improperly combined, unrelated documents.

Exhibit 7-Various order/shipping forms, including Meditex Commercial Invoice dated June 18, 2014 ASD387-391

Damage Assessment - June 2014 Shipment Documents (\$187,579.50)	ASD000386 - ASD000390	Foundation, authenticity, hearsay. Improperly combined, unrelated documents.
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Damage Assessment - June 2014 Shipment 2 Documents (\$194,400)	ASD000391 - ASD000394	Foundation, authenticity, hearsay. Improperly combined, unrelated documents.
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Exhibit 8-Various order/shipping forms, including Meditex Commercial Invoice dated June 26, 2014 ASD392-395

Damage Assessment - June 2014 Shipment 2 Documents (\$194,400)	ASD000391 - ASD000394	Foundation, authenticity, hearsay. Improperly combined, unrelated documents.
Damage Assessment - July 2014 Shipment Documents (\$120,000.00)	ASD000395 - ASD000398	Foundation, authenticity, hearsay. Improperly combined, unrelated documents.

Exhibit 9-Various order/shipping forms, including Meditex Commercial Invoice dated July 10, 2014 ASD396-398

Damage Assessment - July 2014 Shipment Documents (\$120,000.00)	ASD000395 - ASD000398	Foundation, authenticity, hearsay. Improperly combined, unrelated documents.
-----------------------------------------------------------------	-----------------------	------------------------------------------------------------------------------

Exhibit 10-Various order/shipping forms, including Meditex Commercial Invoice dated July 16, 2014 ASD399-402

Damage Assessment - July 2014 Shipment 2 Documents (\$47,252.50)	ASD000399 - ASD000401	Foundation, authenticity, hearsay. Improperly combined, unrelated documents.
Damage Assessment - September 2014 Shipment Documents (\$235,296.00)	ASD000402 - ASD000407	Foundation, authenticity, hearsay. Improperly combined, unrelated documents.

Exhibit 11-Various order/shipping forms, including Meditex Commercial Invoice dated September 4, 2014 ASD403-408

Damage Assessment - September 2014 Shipment Documents (\$235,296.00)	ASD000402 - ASD000407	Foundation, authenticity, hearsay. Improperly combined, unrelated documents.
----------------------------------------------------------------------	-----------------------	------------------------------------------------------------------------------

Damage Assessment - UTSafety, LLC for Meditex Shipment Documents (\$25,000.00)	ASD000408 - ASD000410	Foundation, authenticity, hearsay.
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Exhibit 12-Various order/shipping forms, for Meditex Order on September 9, 2015

ASD11851-11866

2015 Damage Assessment With related documents	ASD011850 - ASD011866	Foundation, authenticity, hearsay.
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Exhibit 13-Bank Wire Transfer Instructions

ASD276-260(sic)

Meditex, LLC Invoice OE150250	ASD000258	Foundation, Authenticity.
Meditex, LLC Invoice OE150252	ASD000259	Foundation, Authenticity.
Meditex, LLC Invoice OE150251	ASD000260	Foundation, Authenticity.
Email Communications: From Ronson re "incoming wire payment information for MEDITEX"	ASD000276 - ASD000278	Foundation, Authenticity, hearsay.

Exhibit 14-October 10, 2013 email from Vahid Aghaei ASD620-621

Email Communication: Hamid to Aidan re: "Fwd: BA Quick Connections" [Translated]	ASD000620 - ASD000621	Foundation, authenticity, hearsay. "Automatically translated" with no original text provided or certified translation.
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Exhibit 15-Various Meditex Proforma Invoices ASD18-19, 22-24

Meditex, LLC Proforma Invoice No. MX-100-233	ASD000018	Foundation, Authenticity, Hearsay.
Meditex, LLC Proforma Invoice No. MX-100-240	ASD000019	Foundation, Authenticity, Hearsay.
Meditex, LLC Proforma Invoice No. MX-100-236	ASD000022	Foundation, Authenticity, Hearsay.
Meditex, LLC Proforma Invoice No. MX-100-238	ASD000023	Foundation, Authenticity, Hearsay.

Meditex, LLC Proforma
Invoice No. MX-100-237

ASD000024

Foundation, Authenticity,
Hearsay.

Exhibit 16-June 26, 2014 email from sales@scbarentalco.com MEDITEX1900

2. Objections to Plaintiffs' Exhibits

In addition to the specific objections listed above to the Exhibits Plaintiffs have provided, to the extent Plaintiffs attempt to admit any additional documents listed on their pretrial disclosures, Defendants refer to and incorporate herein their Objections to Plaintiff/Counterdefendants' Amended Pre-Trial Disclosures filed on February 15, 2019.

VI.

AGREEMENTS AS TO LIMITATION OR EXCLUSION OF EVIDENCE

None.

VII.

WITNESSES

A. Defendants/Counter-Claimants' List of Witnesses

1. Hamid Modjtahed
c/o Jonathan D. Blum, Esq.
KOLESAR & LEATHAM
400 South Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Telephone: (702) 362-7800
2. Mohammad Mojtaheh
c/o Jonathan D. Blum Esq.
KOLESAR & LEATHAM
400 South Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Telephone: (702) 362-7800
3. Parviz Safari aka Aidan Davis
c/o Andrew Scott Flahive, Esq.
FLAHIVE & ASSOCIATES, LTD.
330 E. Warm Springs, Suite A-18
Las Vegas, Nevada 89119
Telephone: (702) 834-8664
4. Mandana Zahedi Davis
c/o Andrew Scott Flahive, Esq.
FLAHIVE & ASSOCIATES, LTD.
330 E. Warm Springs, Suite A-18
Las Vegas, Nevada 89119
Telephone: (702) 834-8664

- 1 5. Nooshin Zahedi
2 c/o Andrew Scott Flahive, Esq.
3 FLAHIVE & ASSOCIATES, LTD.
4 330 E. Warm Springs, Suite A-18
5 Las Vegas, Nevada 89119
6 Telephone: (702) 834-8664
- 7 6. Batool Zamanian
8 2514 Breezy Cove Avenue
9 Henderson, Nevada 89052
10 Telephone: Unknown
- 11 7. Kimburly J. Holman, President (By Deposition only)
12 SCBA Sales & Rentals LLC
13 162 South 1900 West
14 Lindon, Utah 84042
15 Telephone: (877) 347-3990
- 16 8. David Kellerman, Chief Operating Officer
17 Las Vegas Metro Chamber of Commerce
18 575 Symphony Park Ave., Suite 100
19 Las Vegas, Nevada 89106
20 Telephone: (702) 586-3802
- 21 9. Eric Lorenz, CPA
22 Ovist & Howard
23 7 Commerce Center Drive
24 Henderson, Nevada 89014
25 Telephone: (702) 456-1300
- 26 10. Kevin B. Kirkendall, MBA, CPA-CGMA, CFE (expert)
27 Kirkendall Consulting Group, LLC
28 1522 W. Warm Springs
 Henderson, Nevada 89014
 Telephone: (702) 313-1560

Defendants/Counter-Claimants also reserve the right to adopt all witness designations made by any other party to this action. Defendants/Counter-Claimants reserve the right to call any and all witnesses named by all other parties to the above-entitled action. Defendants/Counter-Claimants reserve the right to supplement or amend this list as needed to rebut testimony of any and all witnesses who may be called to testify at trial.

VIII.

BRIEF STATEMENT REGARDING PRINCIPAL ISSUES OF LAW

The principal issues of law with regard to Plaintiffs' sole remaining claim of accounting is whether such claim is viable. Specifically, Defendants content that it is not a viable, stand-alone claim and the Court's prior Findings of Fact and Conclusions of Law preclude the factual

1 underpinnings of the claim. See Defendants' Trial Brief: Plaintiffs' Sole Remaining Claim of
2 Accounting is Not Viable.

3 It is unknown what issues of law Counter-defendants intend to raise with regard to Counter-
4 claimants claims. The case appears to be very fact-dependent. With regard to the counter-claims,
5 the principal issues of law is whether the various schemes undertaken by the Counter-Defendants
6 fit within the eleven causes of action asserted. Please see Counter-claimants Trial Brief Regarding
7 Counterclaimants' Causes of Action and Damages.

8 **IX.**

9 **ESTIMATED LENGTH OF TRIAL**

10 It is anticipated the trial will take a total of approximately 10 days.

11 **X.**

12 **OTHER MATTERS**

13 **A. Translator**

14 Several party witnesses will require the use of a Farsi translator. The parties have agreed
15 that the party calling the witness must arrange for and pay for that translator. Both sides are using
16 Ladan Dillon, the only known Farsi translator in the area, who provided translation services at
17 various depositions taken by Defendants.

18 **B. Prior Court Orders**

19 The Court has entered four orders that bear directly on this trial, as follows:

20 **1. Motion for Partial Summary Judgment Regarding the Claims Against**
21 **Hamid Modjtahed and Mohammad Mojtahed**

22 All of the substantive claims against Hamid and Mohammad were dismissed via this
23 motion for partial summary judgment: 1. Breach of Fiduciary Duty; 2. Intentional Interference
24 with Prospective Economic Advantage; 3. Embezzlement/ Conversion; and, 4. Declaratory Relief.
25 All that remains of Plaintiffs' case is a claim for accounting. *See* April 24, 2018 Findings of Fact,
26 Conclusions of Law, and Order Granting in Part and Denying in Part Defendants-Counter-
27 Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Hamid
28 Modjtahed and Mohammad Mojtahed.

2. **Motion for Partial Summary Judgment on Counter Claimants' Claims Against Parviz Safari**

This is the first of two motions for partial summary judgment regarding counter-claimants' claims. The Court entered numerous findings of fact and conclusions of law regarding two of Mr. Safari's numerous schemes, namely the "SCBA and UTSafety" scheme and the "Las Vegas Metro Chamber of Commerce" scheme. *See* May 8, 2018 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. However, the Court found, "The Court concludes that there are genuine issues of material fact regarding Safari's state of mind and intention to deceive. Accordingly, summary judgment on Defendants' fraud claim is inappropriate at this time." *Id.* at par. 24. The Court also found, "IT IS FURTHER ORDERED that this ruling is without prejudice to further motion practice by Defendants, and Defendants are hereby authorized to file additional motions, including motions for summary judgment, regarding Defendants' non-fraud claims." *Id.* at p. 8.

3. **Motion for Partial Summary Judgment on Counter-Claimants' Non-Fraud Claims Against Parviz Safari**

In response to the Court's May 8, 2018 order, Defendants filed a final motion for partial summary judgment ten days later on May 18, 2018: Motion for Partial Summary Judgment on Counter-Claimants' Non-Fraud Claims Against Parviz Safari. *See* July 18, 2018 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 Non-Fraud Against Parviz Safari. There, the Court acknowledged the findings of fact and conclusions of law of its prior May 8, 2018 order, and granted summary judgment on counter-claimants' breach of contract claim in the amount of **\$95,200**. *Id.* par. 2-17, 22-25. Specifically, the Court found,

As a direct result of Safari's Fake Domain and Fake Invoices, a total of \$233,700 was wired from Meditex to UTSafety. UTSafety, in turn, only wired a total of \$148,000 to SCBA Sales, \$6,000 of which was refunded to UTSafety. Accordingly, **Safari personally and improperly retained a total of \$91,700 from Meditex. Said another way, as a direct result of Safari's actions, Meditex, Hamid, and Mohammad suffered damages of \$91,700.** *Id.* at par. 11.

1 The Court also made the following conclusion of law:

2 [I]t has been established that **Safari breached Section 6.3⁶ of the Operating**
3 **Agreement** by personally retaining \$95,200 in Company money related to the
SCBA and Chamber of Commerce schemes without a member vote or resolution.

4 *Id.* at par. 25.

5 **4. Motion in Limine**

6 On May 8, 2018 the Court granted Defendants Motion in Limine to Exclude References to
7 Illegal Sales to Iran.

8 DATED this 17 day of May, 2019.

9 **KOLESAR & LEATHAM**

10 By 

11 JONATHAN D. BLUM, ESQ.

12 Nevada Bar No. 009515

13 SCOTT D. FLEMING, ESQ.

14 Nevada Bar No. 005638

15 400 South Rampart Boulevard, Suite 400

16 Las Vegas, Nevada 89145

17 Attorneys for Defendants/Counter-Claimants

18
19
20
21
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25
26
27 ⁶ "Section 6.3 of the Operating Agreement states that members cannot receive distributions of Company money
28 without an 'affirmative vote ... of the LLC Members' and the adoption of a 'resolution ... stat[ing] the amounts and
dates of distribution to each member....' *Id.* at par. 16. *See* Operating Agreement, Exhibit 688 - MTX 2321-2332.

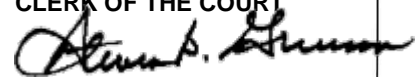
CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Kolesar & Leatham, and that on the 17th day of May, 2019, I caused to be served a true and correct copy of foregoing **DEFENDANTS/COUNTER-CLAIMANTS' HAMID MODJTAHED AND MOHAMMAD MOJTAHED'S INDIVIDUAL PRE-TRIAL MEMORANDUM** 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 the Court's facilities to those parties listed on the Court's Master Service List.


An Employee of KOLESAR & LEATHAM

Exhibit 2



JUDG

JONATHAN D. BLUM, ESQ.

Nevada Bar No. 09515

WILEY PETERSEN

1050 Indigo Dr., Suite 200B

Las Vegas, Nevada 89145

Telephone No.: (702) 910-3329

Facsimile: (702) 362-9472

E-Mail: jblum@wileypetersenlaw.com

Attorneys for Defendants/Counter-Claimants

DISTRICT COURT

CLARK COUNTY, NEVADA

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

vs.

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.

CASE NO. A-15-729030-B

DEPT NO. XIII

FINAL JUDGMENT

1 **FINAL JUDGMENT**

2 This matter came before this Court for Trial on multiple dates, beginning on May 21, 2019
3 through August 7, 2019, as well as July 15, 2020 for the punitive damages phase of trial. The
4 Court entered Findings of Fact, Conclusions of Law and Judgment on September 27, 2019 (the
5 “2019 Judgment”), as well as on _____, 2020 following the punitive damages phase of
6 trial (the “Punitive Judgment”). On the February 25, 2020 the Court entered an Order granting
7 costs to Counter-claimants. Additionally, on February 26, 2020 the Court entered an Order
8 granting attorneys’ fees to Counter-Claimants. The Court now enters a final judgment, combining
9 all such rulings, as well as applying interest at the statutory rate, as follows.

10
11 IT IS HEREBY ORDERED and Adjudged that Counterclaimants Hamid Modjtahed and
12 Mohammad Mojtaheh recover from Counter-defendant Parviz Safari a.k.a. Aidan Davis, and that
13 judgment is entered against Counter-defendant Parviz Safari a.k.a. Aidan Davis, as follows:

14 \$405,475.00 in compensatory damages

15 \$382,344.50 in attorneys’ fees

16 \$104,200.51 in costs

17 \$810,950.00 in punitive damages

18 \$378,661.57 in prejudgment interest, calculated from June 13, 2016 (Date of filing of
19 Counterclaim) through August 31, 2020

20 **\$2,081,631.58 TOTAL**

21 Post judgment interest to continue to accrue at the statutory rate from September 1, 2020
22 until judgment is paid in full.

23
24 IT IS HEREBY FURTHER ORDERED and Adjudged that Counterclaimants Hamid
25 Modjtahed and Mohammad Mojtaheh recover from the Counter-defendant Mandana Zahedi, and
26 that judgment is entered against Counter-defendant Mandana Zahedi, as follows:

27 \$111,675.00 in compensatory damages

28 \$65,000.00 in attorneys’ fees

1 \$104,200.51 in costs
2 \$223,350.00 in punitive damages
3 \$104,290.11 in prejudgment interest, calculated from June 13, 2016 (Date of filing of
4 Counterclaim) through August 31, 2020
5 **\$608,515.62 TOTAL**
6 Post judgment interest to continue to accrue at the statutory rate from September 1, 2020
7 until judgment is paid in full.
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1 IT IS HEREBY FURTHER ORDERED and Adjudged that Counterclaimants Hamid
2 Modjtahed and Mohammad Mojtaheh recover from the Counter-defendant Nooshin Zahedi, and
3 that judgment is entered against Counter-defendant Nooshin Zahedi, as follows:

4 \$91,700.00 in compensatory damages

5 \$104,200.51 in costs

6 \$183,400.00 in punitive damages


7 \$85,636.02 in prejudgment interest, calculated from June 13, 2016 (Date of filing of
8 Counterclaim) through August 31, 2020

9 **\$464,936.53 TOTAL**

10 Post judgment interest to continue to accrue at the statutory rate from September 1, 2020
11 until judgment is paid in full.

12 IT IS SO ORDERED.

13 DATED this 23 day of September, 2020.

14 
15 Judge, Eighth Judicial District Court
In and for Clark County, Nevada

16 Approved as to form and content by:

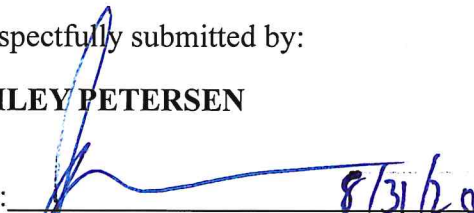
17 **FLAHIVE & ASSOCIATES**

18 By: /s/ Andrew Flahive
19 ANDREW S. FLAHIVE, ESQ.
20 Nevada Bar No. 9556
330 E. Warm Springs, Suite A-18
21 Las Vegas, NV 89119

22 *Attorneys for Plaintiffs/Counter-Defendants*

23 Respectfully submitted by:

24 **WILEY PETERSEN**

25 By:  8/31/20
26 JONATHAN D. BLUM, ESQ.
27 Nevada Bar No. 9515
1050 Indigo Drive, Suite 200B
Las Vegas, Nevada 89145

28 *Attorneys for Defendants/Counter-Claimants*

From: [Andrew Scott Flahive](#)
To: jblum@wileypetersenlaw.com
Cc: ibautista@wileypetersenlaw.com
Subject: RE: 00449 Meditex Final Judgment
Date: Thursday, August 27, 2020 8:56:04 AM
Attachments: [image002.png](#)

John:

I am fine with the Judgement and Interest.

For the Finding of facts, I have some thoughts:

11-calrrfiy she is trained as a medical doctor but not licensed in the USA (not a huge deal, but since other smaller changes need to be made)

15-"frivolous" my biggest disagreement. I'm fine with the rest of the paragraph which claims they lost, but "frivolous"no

"a significant portion" used in 18, 19, 20, 21, 42....and then you admit that is not true in paragraph 38

15 is the one I am adamant on, and I do believe if that is the only request I made, Judge Denton will agreeem.

I am doing paperwork all day so feel free to call. (or respond by email)

Thank you

702 834 8664

From: jblum@wileypetersenlaw.com <jblum@wileypetersenlaw.com>
Sent: Monday, August 24, 2020 5:05 PM
To: 'Andrew Scott Flahive' <flahivelaw@cox.net>
Cc: ibautista@wileypetersenlaw.com
Subject: 00449 Meditex Final Judgment

Andrew,

Please see attached. Let me know if you have suggested changes. If not, let me know if I can affix your e-signature.

Thanks,
Jon

Jonathan D. Blum, Esq.



1050 Indigo Drive, Suite 200B

Las Vegas, Nevada 89145

Office 702.910.3329 | Mobile 702.443.0677

jblum@wileypetersenlaw.com

www.wileypetersenlaw.com



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Exhibit 3

Case No. 82279

IN THE SUPREME COURT OF THE STATE OF NEVADA

PARVIZ SAFARI, MANDANA ZAHEDI, NOOSHIN ZAHEDI

Appellants,

v.

HAMID MODJTAHED, MOHAMMAD MOJTAHED

Respondents,

Electronically Filed
Jun 30 2021 11:13 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

**STIPULATION TO ALLOW FOR CORRECTION OF FINAL JUDGMENT
TO CORRECT OVERSIGHT AND/OR OMISSION PURSUANT TO
NRC 60(A)
- and -
TO STAY THE DEADLINE FOR APPELLANT TO RESPOND TO THE
COURT'S APRIL 20, 2021 ORDER TO SHOW CAUSE PENDING
RESOLUTION**

The parties, by and through their undersigned counsel of record, hereby stipulate and agree, as follows:

1. Pursuant to EDCR 2.67(b)(4), prior to the trial in this matter, Respondents filed a pretrial memorandum in the District Court on May 17, 2019, which included “[a] list of all claims or defenses to be abandoned.” Respondents’ pretrial memorandum stated that Respondents were voluntarily abandoning their claims against UTSafety, LLC (“UTSafety”) pursuant to EDCR 2.67(b)(4). *See*

Pretrial Memorandum, attached as Exhibit 1 to Respondents' Response to Order to Show Cause filed herein on June 1, 2021, p. 11.

2. Respondents' claims against UTSafety were indeed abandoned and were not tried.

3. Due to an oversight and/or omission, the district court failed to include in its final judgment dated September 23, 2020 (the "final judgment"), that the Respondents' abandoned claims against UTSafety were formally dismissed.

4. There is no dispute amongst the parties that the claims against UTSafety were indeed abandoned prior to trial, and that the district court, by oversight or omission, simply failed to note in the final judgment that those claims were indeed dismissed pursuant to the abandonment.

5. The parties agree that the final judgment was intended to be a final judgment as to all claims and all parties that disposed of all claims against all parties, including UTSafety.

6. NRCP 60(a) provides that

[t]he [district] court may correct a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of the record. . . **But after an appeal has been docketed in the appellate court and while it is pending, such a mistake may be corrected only with the appellate court's leave.**

Emphasis added.

7. On April 20, 2021 this Court issued its order to show cause (the “OSC”) noting, “it does not appear that a final judgment has been entered in this matter because the claims against UTSafety remain pending in the district court.”

8. The parties agree that a correction of the final judgment by the district court under NRCP 60(a) is appropriate under these circumstances.

9. The parties agree that, if leave by this Court is granted pursuant to NRCP 60(a), the parties will submit a stipulation to the district court to correct the final judgment by adding the missing conclusion of law stating that the claims against UTSafety were dismissed pursuant to the pre-trial abandonment by respondents.

10. The parties agree that, if leave by this Court is granted pursuant to NRCP 60(a), appellants’ response to the OSC shall be stayed until 30 days after the resolution of this stipulation to allow the parties to secure the correction to the final judgment as set forth herein.

11. Further, the parties agree that, if the Court denies this stipulation, that appellants’ response to the OSC shall be due within 14 days from the order denying this stipulation.

\\

\\

\\

DATED this 30 day of June, 2021.

By: 
WILEY PETERSEN

JONATHAN D. BLUM, ESQ., Nev.
Bar No. 09515
1050 Indigo Drive, Suite 200B
Las Vegas, NV 89145
Telephone: 702.910.3329
Facsimile: 702.553.3467

BROWNSTEIN HYATT FARBER
SCHRECK, LLP

ADAM K. BULT, ESQ., Nev. Bar No.
9332
ERIC D. WALTHER, ESQ., Nev. Bar
No. 13611
100 North City Parkway, Suite 1600
Las Vegas, NV 89106
Telephone: 702.382.2101
Facsimile: 702.382.8135

Counsel for Respondents

DATED this 30 day of June, 2021.

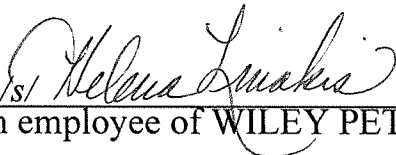
By: \s\ Tom Stewart
THE POWELL LAW FIRM

TOM W. STEWART, ESQ.
Nevada Bar No. 14280
8918 Spanish Ridge Avenue, #100
Las Vegas, Nevada 89148
Telephone: (702) 728-5500

Counsel for Appellants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I electronically filed and served the foregoing **STIPULATION TO ALLOW FOR CORRECTION OF FINAL JUDGMENT TO CORRECT OVERSIGHT AND/OR OMISSION PURSUANT TO NRCP 60(A) AND TO STAY THE DEADLINE FOR APPELLANT TO RESPOND TO THE COURT'S APRIL 20, 2021 ORDER TO SHOW CAUSE PENDING RESOLUTION** with the Clerk of the Court of the Supreme Court of Nevada by using the Court's Electronic Filing System on June ~~30~~^{30th}, 2021.


an employee of WILEY PETERSEN

hlinakis@wileypetersenlaw.com

From: jblum@wileypetersenlaw.com
Sent: Wednesday, June 30, 2021 10:01 AM
To: 'Tom Stewart'
Cc: hlinakis@wileypetersenlaw.com; 'Walther, Eric D.'
Subject: RE: 00676 draft Stip

Thanks. I'll get it filed shortly.

Jonathan D. Blum, Esq.



1050 Indigo Drive, Suite 200B
Las Vegas, Nevada 89145
Office 702.910.3329 | Mobile 702.443.0677
jblum@wileypetersenlaw.com
www.wileypetersenlaw.com



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From: Tom Stewart <TStewart@tplf.com>
Sent: Wednesday, June 30, 2021 9:53 AM
To: jblum@wileypetersenlaw.com
Cc: hlinakis@wileypetersenlaw.com; 'Walther, Eric D.' <ewalther@bhfs.com>
Subject: RE: 00676 draft Stip

You should lowercase "Final Judgment" in paragraph 10 for consistency. But, either way, you can affix my e signature.

From: jblum@wileypetersenlaw.com <jblum@wileypetersenlaw.com>
Sent: Wednesday, June 30, 2021 9:48 AM
To: Tom Stewart <TStewart@tplf.com>
Cc: hlinakis@wileypetersenlaw.com; 'Walther, Eric D.' <ewalther@bhfs.com>
Subject: RE: 00676 draft Stip

Thanks Tom. We're fine with all of your changes save one. See attached.

If you agree, can I affix your e-signature?

Thanks,

Exhibit 4

IN THE SUPREME COURT OF THE STATE OF NEVADA

PARVIZ SAFARI, AN INDIVIDUAL;
MANDANA ZAHEDI, AN INDIVIDUAL;
AND NOOSHIN ZAHEDI, AN
INDIVIDUAL,

Appellants,

vs.

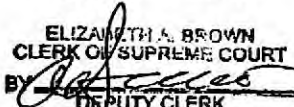
HAMID MODJTAHED, AN
INDIVIDUAL; AND MOHAMMAD
MOJTAHED, AN INDIVIDUAL,

Respondents.

No. 82279

FILED

JUL 14 2021

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY  DEPUTY CLERK

ORDER

This court previously entered an order directing appellants to show cause why this appeal should not be dismissed for lack of jurisdiction. It appeared that a final judgment has not yet been entered in this matter because the claims against UTSafety remain pending in the district court. In response, the parties have filed a stipulation in which they agree that the district court has not yet formally dismissed the claims against UTSafety. They ask for this court's leave to allow the district court to correct the omission under NRAP 60(a).

Because no final judgment has been entered in the district court, this court does not yet have jurisdiction over this matter. *See Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000) (defining a final judgment); NRAP 4(a)(6) ("A premature notice of appeal does not divest the district court of jurisdiction."). Thus, jurisdiction remains with the district court and the district court may enter an order disposing of the remaining claims.

Appellants shall have 30 days from the date of this order to file and serve a response to this court's order to show cause. Appellants shall

attach to their response a copy of any file-stamped district court order finally resolving the claims against UTSafety. Respondents may file any reply within 14 days of service of appellants' response. Briefing of this appeal remains suspended pending further order of this court.

It is so ORDERED.

1. Sanderth, C.J.

cc: The Powell Law Firm
Brownstein Hyatt Farber Schreck, LLP/Las Vegas
Wiley Petersen

Exhibit 5

1 **SAO**

2 JONATHAN D. BLUM, ESQ.

3 Nevada Bar No. 09515

4 **WILEY PETERSEN**

5 1050 Indigo Drive, Suite 200B

6 Las Vegas, Nevada 89145

7 Telephone: (702) 910-3329

8 Facsimile: (702) 553-3467

9 E-Mail: jblum@wileypetersenlaw.com

10 *Attorneys for Defendants/Counterclaimants*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

17 vs.

18 HAMID MODJTAHED, an individual;
19 MOHAMMAD MOJTAHED, an individual;
20 ALI MOJTAHED, an individual; DOES I
21 through X; and ROE CORPORATIONS I
22 through X, inclusive,

23 Defendants.

24 HAMID MODJTAHED, individually and
25 derivatively on behalf of MEDITEX, LLC, a
26 Nevada limited liability company;
27 MOHAMMAD MOJTAHED, individually and
28 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.

///

CASE NO. A-15-729030-B

DEPT NO. XIII

**STIPULATION AND ORDER TO
CORRECT FINAL JUDGMENT
PURSUANT TO NRCP 60(a)**

1 Defendants/Counterclaimants, Hamid Modjtahed and Mohammad Mojtahed, by and
2 through their counsel, Jonathan D. Blum, Esq. of Wiley Petersen Law Offices, and
3 Plaintiffs/Counter-defendants, by and through their counsel, Tom W. Stewart, Esq. of The
4 Powell Law Firm, hereby stipulate and agree as follows:

5 1. On May 17, 2019, Defendants/Counterclaimants filed a pretrial memorandum,
6 which included “[a] list of all claims or defenses to be abandoned.” EDCR 2.67(b)(4). This
7 pretrial memorandum stated that Defendants/Counterclaimants’ were voluntarily abandoning
8 all of their claims against UTSafety, LLC (“UTSafety”). *See Pretrial Memorandum, filed May*
9 *17, 2019, p. 11, lines 17-22.*

10 2. It is undisputed that Defendants/Counterclaimants’ claims against UTSafety
11 were indeed abandoned and were not tried.

12 3. Following trial, this Court entered its Final Judgment on September 23, 2020
13 (“Final Judgment”).

14 4. Due to an oversight or omission, the Final Judgment neglected to mention that
15 the claims against UTSafety were indeed dismissed pursuant to the abandonment.

16 5. Because of this oversight or omission, the Final Judgement should be corrected
17 pursuant to NRCP 60(a) to indicate that the claims against UTSafety have been dismissed.

18 6. This case is currently on appeal in Nevada Supreme Court Case No. 82279.

19 7. On April 20, 2021, the Nevada Supreme Court filed an order to show cause why
20 the appeal should not be dismissed because the claims against UTSafety were not resolved in
21 this Court.

22 8. On June 30, 2021, the parties filed a stipulation in the Nevada Supreme Court
23 seeking leave to obtain a corrected Final Judgment in this Court pursuant to NRCP 60(a)
24 disposing of the claims against UTSafety (“Supreme Court Stipulation”). *See Exhibit 1.* The
25 Supreme Court Stipulation was granted on July 14, 2021. *See Exhibit 2.*

26 9. Pursuant to NRCP 60(a), the parties agree that the corrected Final Judgment
27 attached hereto as **Exhibit 3** should be entered by this Court (“Corrected Final Judgment”).
28

1 The Corrected Final Judgment is the same as the original Final Judgment entered on September
2 23, 2020, except that the Corrected Final Judgment includes a formal dismissal of the claims
3 against UTSafety, but is otherwise unchanged and the rest of Final Judgment remains
4 undisturbed. *Id.* at p. 4:1-3.

5 **IT IS SO STIPULATED**

6 Dated: July 23, 2021.

Dated: July 23, 2021.

7 **WILEY PETERSEN**

THE POWELL LAW FIRM

8 /s/ Jonathan D. Blum

/s/ Tom W. Stewart

9 JONATHAN D. BLUM, ESQ.

TOM W. STEWART, ESQ.

10 Nevada Bar No. 09515

Nevada Bar No. 14280

1050 Indigo Drive, Suite 200B

8918 Spanish Ridge Avenue, Suite 100

Las Vegas, Nevada 89145

Las Vegas, Nevada 89148

11 *Attorneys for Defendants/Counterclaimants*

Attorney for Plaintiffs/Counterdefendants

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17 **[ORDER ON THE FOLLOWING PAGE]**
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ORDER

The above stipulation having been considered and good cause appearing therefore,

1. The Defendants/Counterclaimants' claims against UTSafety were voluntarily abandoned in their pretrial memorandum pursuant to EDCR 2.67(b)(4).

2. Due to an oversight or omission, the September 23, 2020 Final Judgment neglected to state that the claims against UTSafety were dismissed due to this abandonment.

3. As such, there is good cause pursuant to NRCP 60(a) to enter the Corrected Final Judgment attached hereto as **Exhibit 3**, which dismisses all claims against UTSafety, but otherwise remains unchanged and the rest of Final Judgment remains undisturbed.

IT IS SO ORDERED.

~~DATED. _____, 2021~~ Dated this 26th day of July, 2021



DISTRICT COURT JUDGE

ABG

**81A 928 706D 1FF1
Mark R. Denton
District Court Judge**

Respectfully submitted by,

Dated: July 23, 2021.

WILEY PETERSEN

/s/ Jonathan D. Blum
JONATHAN D. BLUM, ESQ.
Nevada Bar No. 09515
1050 Indigo Drive, Suite 200B
Las Vegas, Nevada 89145

Attorneys for Defendants/Counterclaimants

From: Tom Stewart <TStewart@tplf.com>
Sent: Thursday, July 22, 2021 5:42 PM
To: jblum@wileypetersenlaw.com
Cc: Walther, Eric D. <ewalther@bhfs.com>; hlinakis@wileypetersenlaw.com
Subject: RE: Stip to Correct Final Judgment and Corrected Final Judgment

I have no changes. Please affix my e signature. Thank you.

From: jblum@wileypetersenlaw.com <jblum@wileypetersenlaw.com>
Sent: Wednesday, July 21, 2021 4:53 PM
To: Tom Stewart <TStewart@tplf.com>
Cc: Walther, Eric D. <ewalther@bhfs.com>; hlinakis@wileypetersenlaw.com
Subject: Stip to Correct Final Judgment and Corrected Final Judgment

Tom,
Please see attached and let me know if you approve or have changes.

Thanks,
Jon

Jonathan D. Blum, Esq.

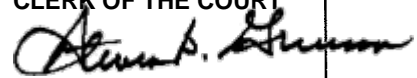


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Exhibit 6



1 **NEO**

2 JONATHAN D. BLUM, ESQ.

3 Nevada Bar No. 09515

4 **WILEY PETERSEN**

5 1050 Indigo Dr., Suite 200B

6 Las Vegas, Nevada 89145

7 Telephone No.: (702) 910-3329

8 Facsimile: (702) 362-9472

9 E-Mail: jblum@wileypetersenlaw.com

10 *Attorneys for Defendants/Counter-Claimants*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

16 Plaintiff,

17 vs.

18 HAMID MODJTAHED, an individual;
19 MOHAMMAD MOJTAHED, an individual;
20 ALI MOJTAHED, an individual; DOES I
21 through X; and ROE CORPORATIONS I
22 through X, inclusive,

23 Defendants.

24 HAMID MODJTAHED, individually and
25 derivatively on behalf of MEDITEX, LLC, a
26 Nevada limited liability company;
27 MOHAMMAD MOJTAHED, individually and
28 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.

CASE No.: A-15-729030-B

DEPT. No.: XIII

**NOTICE OF ENTRY OF CORRECTED
FINAL JUDGMENT**

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the Corrected Final Judgment was entered in the above-entitled matter on July 27, 2021, a copy of which is attached to hereto.

Dated this 10 day of July, 2021.

WILEY PETERSEN

JONATHAN D. BLUM, ESQ.
Nevada Bar No. 9515
1050 Indigo Dr., Suite 200B
Las Vegas, Nevada 89145

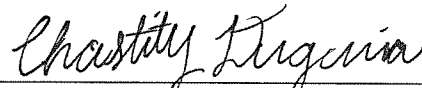
*Attorneys for
Defendants/Counter-Claimants*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that am an employee of the law firm WILEY PETERSEN, and that on this 28th
3 day of July, 2021, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY**
4 **OF CORRECTED FINAL JUDGMENT** in the following manner:

5 Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed
6 on the date hereof and served through the Notice of Electronic Filing automatically generated by that
7 Court's Facilities and via electronic mail to the following parties listed on the Court's Master Service
8 List:

9 Tom W. Stewart, Esq.
10 THE POWELL LAW FIRM
11 8918 Spanish Ridge Avenue, Suite 100
Las Vegas, NV 89148
Attorneys for Plaintiffs/Counter-Defendants

12
13 

14 An Employee of WILEY PETERSEN
15
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JUDG

JONATHAN D. BLUM, ESQ.
Nevada Bar No. 09515
WILEY PETERSEN
1050 Indigo Dr., Suite 200B
Las Vegas, Nevada 89145
Telephone No.: (702) 910-3329
Facsimile: (702) 362-9472
E-Mail: jblum@wileypetersenlaw.com

Attorneys for Defendants/Counter-Claimants

DISTRICT COURT

CLARK COUNTY, NEVADA

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

vs.

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.

CASE NO. A-15-729030-B

DEPT NO. XIII

CORRECTED FINAL JUDGMENT

CORRECTED FINAL JUDGMENT

This matter came before this Court for Trial on multiple dates, beginning on May 21, 2019 through August 7, 2019, as well as July 15, 2020 for the punitive damages phase of trial. The Court entered Findings of Fact, Conclusions of Law and Judgment on September 27, 2019 (the “2019 Judgment”), as well as on September 23, 2020 following the punitive damages phase of trial (the “Punitive Judgment”). On the February 25, 2020 the Court entered an Order granting costs to Counter-claimants. Additionally, on February 26, 2020 the Court entered an Order granting attorneys’ fees to Counter-Claimants. The Court now enters a final judgment, combining all such rulings, as well as applying interest at the statutory rate, as follows.

IT IS HEREBY ORDERED and Adjudged that Counterclaimants Hamid Modjtahed and Mohammad Mojtaheh recover from Counter-defendant Parviz Safari a.k.a. Aidan Davis, and that judgment is entered against Counter-defendant Parviz Safari a.k.a. Aidan Davis, as follows:

\$405,475.00 in compensatory damages

\$382,344.50 in attorneys’ fees

\$104,200.51 in costs

\$810,950.00 in punitive damages

\$378,661.57 in prejudgment interest, calculated from June 13, 2016 (Date of filing of Counterclaim) through August 31, 2020

\$2,081,631.58 TOTAL

Post judgment interest to continue to accrue at the statutory rate from September 1, 2020 until judgment is paid in full.

IT IS HEREBY FURTHER ORDERED and Adjudged that Counterclaimants Hamid Modjtahed and Mohammad Mojtaheh recover from the Counter-defendant Mandana Zahedi, and that judgment is entered against Counter-defendant Mandana Zahedi, as follows:

\$111,675.00 in compensatory damages

\$65,000.00 in attorneys’ fees

1 \$104,200.51 in costs
2 \$223,350.00 in punitive damages
3 \$104,290.11 in prejudgment interest, calculated from June 13, 2016 (Date of filing of
4 Counterclaim) through August 31, 2020

5 **\$608,515.62 TOTAL**

6 Post judgment interest to continue to accrue at the statutory rate from September 1, 2020
7 until judgment is paid in full.

8 IT IS HEREBY FURTHER ORDERED and Adjudged that Counterclaimants Hamid
9 Modjtahed and Mohammad Mojtahed recover from the Counter-defendant Nooshin Zahedi, and
10 that judgment is entered against Counter-defendant Nooshin Zahedi, as follows:

11 \$91,700.00 in compensatory damages
12 \$104,200.51 in costs
13 \$183,400.00 in punitive damages
14 \$85,636.02 in prejudgment interest, calculated from June 13, 2016 (Date of filing of
15 Counterclaim) through August 31, 2020

16 **\$464,936.53 TOTAL**

17 Post judgment interest to continue to accrue at the statutory rate from September 1, 2020
18 until judgment is paid in full.

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1 IT IS HEREBY FURTHER ORDERED and adjudged that all counterclaims against
2 counter-defendant UTSafety, LLC are dismissed pursuant to Counterclaimants' abandonment of
3 those claims prior to trial, as set forth in their May 17, 2019 Pre-trial Memorandum.

4 IT IS SO ORDERED.

Dated this 27th day of July, 2021

5 ~~DATED this _____ day of _____, 2021~~



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

ABG

8 Approved as to form and content by:

9 **THE POWELL LAW FIRM**

10 By: /s/ Tom W. Stewart

11 TOM W. STEWART, ESQ.
12 Nevada Bar No. 14280
13 8918 Spanish Ridge Avenue, Suite 100
14 Las Vegas, NV 89148
15 *Attorneys for Plaintiffs/Counter-Defendants*

14 Respectfully submitted by:

15 **WILEY PETERSEN**

16 By: /s/ Jonathan D. Blum

17 JONATHAN D. BLUM, ESQ.
18 Nevada Bar No. 9515
19 1050 Indigo Drive, Suite 200B
20 Las Vegas, Nevada 89145
21 *Attorneys for Defendants/Counter-Claimants*

1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 Meditex, LLC, Plaintiff(s)

CASE NO: A-15-729030-B

7 vs.

DEPT. NO. Department 13

8 Hamid Modjtahed, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Judgment was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 7/27/2021

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jhybarger@klnevada.com

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amaurice@klnevada.com

17 "Anne Marie Landis, Paralegal" .

alandis@klnevada.com

18 "Eric D. Walther, Esq." .

ewalther@klnevada.com

19 "Jonathan D. Blum, Esq." .

jblum@klnevada.com

20 "Keen L. Ellsworth, Esq." .

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21 "Kristina R. Cole, Legal Assistant" .

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22 Brent .

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25 Sam Marshall .

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