

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 Electronically Filed
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Elizabeth A. Brown
Clerk of Supreme Court

APPELLANTS' APPENDIX
(Volume 19, Bates No. 3107-3258)

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Date filed	Document Name	Location
May 26, 2016	First Amended Answer	1 AA 1-17
June 13, 2016	Answer to Amended Complaint and Answer to Counterclaim	1 AA 18-57
July 5, 2016	Answer to Counterclaim	1 AA 58-72
February 9, 2018	Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Hamid Modjtahed and Mohammad Mojtahed	1 AA 73-128
February 9, 2018	Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Ali Mojtahed	1 AA 129-170
February 8, 2018	Motion for Partial Summary Judgment on Counter-Claimants' Claims Against Parviz Safari	1 AA 171-199
February 12, 2018	Appendix to Motion for Partial Summary Judgment on Counter-Claimants' Claims against Parviz Safari	2 AA 200-400
March 2, 2018	Opposition to Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regard the Claims Against Ali Modjtahed	2 AA 401-419
March 2, 2018	Opposition to Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Hamid Modjtahed and Mohammad Modjtahed	3 AA 420-454
March 14, 2018	Opposition to Defendants/Counter-Claimants' Motion for Partial Summary Judgment on Counter-Claimants' Claims Against Parviz Safari	3 AA 455-491
March 16, 2018	Counter-Claimants' Motion in Limine to Exclude References to Illegal Sales to Iran (MIL #1)	3 AA 492-508
March 22, 2018	Reply in Support of Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Ali Mojtahed	3 AA 509-519
March 22, 2018	Reply in Support of Defendants-Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Hamid Mojtahed and Mohammad Mojtahed	3 AA 520-566
March 22, 2018	Reply in Support of Motion for Partial Summary Judgment on Counter-Claimants' Claims Against Parvis Safari	4 AA 567-608
March 29, 2018	Transcript re: Motions for Summary Judgment	4 AA 609-630

Date filed	Document Name	Location
April 5, 2018	Opposition to Defendants/Counter-Claimants' Motion In Limine to Exclude References to Illegal Sales to Iran (MIL #1)	4 AA 631-647
April 9, 2018	Reply in Support of Counter-Claimants' Motion in Limine to Exclude References to Illegal Sales to Iran (MIL #1)	4 AA 648-659
April 11, 2018	Decision and Order (re: motions for summary judgment)	4 AA 660-663
April 27, 2018	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Defendants/Counter-Claimants' Motion for Partial Summary Judgment Regarding the Claims Against Ali Mojtahed	4 AA 664-672
April 27, 2018	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 Mojtahed and Mohammad Mojtahed	4 AA 673-683
May 9, 2018	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 on Counter-Claimants' Claims against Parviz Safari	4 AA 684-695
May 9, 2018	Notice of Entry of Order Granting Counter-Claimants' Motion in Limine to Exclude References to Illegal Sales to Iran (MIL#1)	4 AA 696-701
May 18, 2018	Motion for Partial Summary Judgment on Counter-Claimants' Non-Fraud Claims Against Parviz Safari	4 AA 702-712
June 4, 2018	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	4 AA 713-729
June 14, 2018	Reply in Support of Motion for Partial Summary Judgment on Counter-Claimants' Non-Fraud Claims Against Parviz Safari	4 AA 730-739
June 21, 2018	Transcript Re: Motion for Partial Summary Judgment and All Pending Motions	4 AA 740-755
July 18, 2018	Notice of Entry of Findings of Fact, Conclusions of	4 AA 756-767

Date filed	Document Name	Location
	Law, and Order Granting in Part and Denying in Part Motion for Partial Summary Judgment on Counter-Claimants' Non-Fraud Claims Against Parviz Safari	
May 21, 2019	Trial Transcript, Day 1	5 AA 768-901
May 22, 2019	Trial Transcript, Day 2	6 AA 902-1055
May 23, 2019	Trial Transcript, Day 3	7 AA 1056-1216
June 11, 2019	Trial Transcript, Day 4	8 AA 1217-1360
June 12, 2019	Trial Transcript, Day 5	9 AA 1361-1527
June 13, 2019	Trial Transcript, Day 6	9 AA 1528-1581
June 14, 2019	Trial Transcript, Day 7	10 AA 1582-1703
June 19, 2019	Trial Transcript, Day 8	11 AA 1704-1871
June 26, 2019	Trial Transcript, Day 9	12 AA 1872-2010
June 27, 2019	Trial Transcript, Day 10	12 AA 2011-2120
July 16, 2019	Trial Transcript, Day 11	13 AA 2121-2201
July 17, 2019	Trial Transcript, Day 12	13 AA 2202-2303
July 18, 2019	Trial Transcript, Day 13	14 AA 2304-2457
July 31, 2019	Trial Transcript, Day 14	15 AA 2458-2587
August 1, 2019	Trial Transcript, Day 15	15 AA 2588-2665
August 7, 2019	Trial Transcript, Day 16	16 AA 2666-2807
September 30, 2019	Notice of Entry of Findings of Fact Conclusions of a Law and Judgment	16 AA 2808-2861
October 16, 2019	Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtaheh's Motion for Attorneys' Fees	17 AA 2862-2874

Date filed	Document Name	Location
October 16, 2019	Appendix of Exhibits to Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtahed's Motion for Attorneys' Fees	18 AA 2875-3031
October 17, 2019	Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtahed's Motion for Punitive Damages	18 AA 3032-3043
November 6, 2019	Opposition to Defendants/Counterclaimants' Hamid Modjtahed and Mohammad Mojtahed's Motion for Punitive Damages Motion for Attorneys' Fees	18 AA 3044-3047
November 6, 2019	Opposition to Motion for Attorneys' Fees	18 AA 3048-3051
November 15, 2019	Reply in Support of Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtahed's Motion for Attorneys' Fees	18 AA 3052-3056
November 15, 2019	Defendants/Counter-Claimants' Reply in Support of Hamid Modjtahed and Mohammad Mojtahed's Motion for Punitive Damages	18 AA 3057-3079
December 5, 2019	Transcript re: Motion for Attorney Fees	18 AA 3080-3092
December 23, 2019	Decision and Order (re: Motion for Attorney Fees)	18 AA 3093-3097
February 26, 2020	Notice of Entry of Order Granting Defendants/Counter-Claimants' Hamid Modjtahed and Mohammad Mojtahed's Motion for Attorneys' Fees	18 AA 3098-3106
July 15, 2020	Transcript re: Punitive Damages	19 AA 3107-3179
September 24, 2020	Notice of Entry of Final Judgment	19 AA 3180-3188
September 24, 2020	Notice of Entry of Findings of Fact, Conclusions of Law, and Judgment Regarding Punitive Damages	19 AA 3189-3201
October 21, 2020	Motion to Alter or Amend the Judgment and for New Trial	19 AA 3202-3258
November 6, 2020	Opposition to Plaintiffs'/Counter-Defendants' Motion to Alter or Amend the Judgment and For New Trial	20 AA 3259-3368
November 13,	Reply in Support of Motion to Alter or Amend the	20 AA 3369-

Date filed	Document Name	Location
2020	Judgement and for New Trial	3374
November 23, 2020	Transcript re: Motion to Alter or Amend the Judgment and for New Trial	20 AA 3375-3384
December 8, 2020	Notice of Entry of Order Denying Plaintiffs'/Counterdefendants' Motion to Alter or Amend the Judgment and for New Trial	20 AA 3384-3391
December 26, 2020	Notice of Appeal	20 AA 3392-3393
December 26, 2020	Case Appeal Statement	20 AA 3394-3396
July 26, 2021	Stipulation and Order to Correct Final Judgment Pursuant to NRCp 60(a)	20 AA 3397-3418
July 28, 2021	Notice of Entry of Corrected Final Judgment	20 AA 3419-3427



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DISTRICT COURT
CLARK COUNTY, NEVADA

MEDITEX, LLC,)	
)	
Plaintiff(s),)	Case No. A-15-729030-B
vs.)	DEPT. XIII
HAMID MODJTAHED,)	
)	
Defendant(s).)	

BEFORE THE HONORABLE MARK R. DENTON,
DISTRICT COURT JUDGE

WEDNESDAY, JULY 15, 2020

**TRANSCRIPT OF PROCEEDINGS RE:
NON-JURY TRIAL
(Via Audio Via BlueJeans)**

APPEARANCES:

For the Plaintiff(s): ANDREW SCOTT FLAHIVE, ESQ.

For the Defendant(s): JONATHAN D. BLUM, ESQ.

RECORDED BY: JENNIFER GEROLD, COURT RECORDER

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INDEX

Page #

Opening Statement for the Defendant	9
Opening Statement for the Plaintiff	19

WITNESSES

FOR THE DEFENDANT:

MOHAMMAD MOJTAHED

Direct Examination	39
Cross-Examination	48
Redirect Examination	64

Closing Argument for the Defendant	67
Closing Argument for the Plaintiff	71
Rebuttal Closing Argument for the Defendant	72

EXHIBITS

FOR THE DEFENDANT:

Exhibit No. 1	25
Exhibit No. 3	25
Exhibit No. 48	25
Exhibit No. 56	26
Exhibit Nos. 79, and 98 through 110	31
Exhibit No. 111	33
Exhibit No. 80	34
Exhibit Nos. 89 through 95	34
Exhibit Nos. 35, 36, and 73	38

1 **LAS VEGAS, NEVADA, WEDNESDAY, JULY 15, 2020**

2 [Proceeding commenced at 9:08 a.m.]

3
4 THE COURT: All right. We're convening for Phase 2 of
5 nonjury trial, Meditex, LLC versus Hamid Modjtahed, et al. Please
6 state appearances of counsel, identify any parties or party
7 representatives who are present today.

8 MR. FLAHIVE: Good morning, Your Honor. Andrew
9 Flahive here by BlueJean -- oh, that's not fun -- represent Aden
10 Safari, who is also present by BlueJean. Thank you.

11 THE COURT: Morning.

12 MR. BLUM: Good morning, Your Honor. Jon Blum on
13 behalf of the Modjtaheds, who are also present in California via
14 BlueJeans.

15 THE COURT: All right. As I indicated, this is the time set
16 for Phase 2 regarding punitive damages. Counsel and the parties
17 ready to proceed?

18 MR. BLUM: Well, that's a good question, Your Honor. We
19 got an e-mail last night at 8:15 from Mr. Flahive. I don't know if he's
20 forwarded it to the Court yet, but it purports to be a letter on
21 Doctors Center Family and Urgent Care letterhead dated
22 July 9th, 2020. Has Your Honor received that?

23 THE COURT: I have received that and it's going to be left
24 cited in the file. It's dated July 9. It's from Brittany Garcia of
25 Doctors Center Family and Urgent Care, correct? And it regards

1 Mananda Devis.

2 MR. BLUM: Correct. That's Mr. Safari's wife and
3 co-defendant, and pretty much the main witness for us to examine
4 here today.

5 THE COURT: Oh.

6 MR. BLUM: So I guess this requires some further
7 discussion. The timing of it is problematic, the contents of it are
8 problematic, this is part of a pattern. If Your Honor recalls, during
9 the early days of the trial, Mr. Devis attempted similar types of
10 last-minute doctors' excuses. Here it's a nurse excuse. And when
11 Your Honor called them out on it, he appeared for the rest of trial
12 after that.

13 This, you know, almost a week ago, supposedly she went
14 to a nurse and got this written up. We got it at 8:15 last night. I'm
15 not blaming Mr. Flahive, but we had a pretrial conference last
16 Friday, nothing of this nature was discussed. Obviously, her being
17 a witness is listed and discussed.

18 We also had a dry run yesterday with your court. Nothing
19 of this nature was raised as a potential issue. And then at 8:15, we
20 get this by e-mail purporting that there are mental, emotional,
21 medical and complications -- medical complications, unspecified,
22 that prevent her ability to adequately provide information with
23 biases, whatever that means.

24 And then it talks about her being a full-time caregiver for
25 her spouse, who requires 24-hour care, and he's on the screen

1 before you.

2 So these are clearly games, it's gamesmanship. She
3 doesn't want to testify at this hearing. You know, punitive -- she's
4 facing punitive damages, as well as her husband and sister, and
5 clearly wants to try and scuttle this proceeding.

6 Like I said, she's a key witness, but we can have a
7 discussion about how we could proceed today, if the Court's
8 inclined. I'm not quite sure what to do with this information.

9 THE COURT: Well, let me ask you this: What's your offer
10 of proof relative to what she would be testifying about?

11 MR. BLUM: Well, most of the documents I wanted to
12 question her about relate to bank records. Those are all
13 authenticated bank records by a custodian of records affidavits. In
14 thinking about this late last night and early this morning, I suppose
15 what I could do, instead of questioning her about various
16 transactions into various bank accounts, I can enter those into
17 evidence by the custodian of records affidavits, and then just
18 present to the Court what are basically, you know, black-and-white
19 transactions that the Court can see money coming into these
20 accounts, and other ancillary questions as well.

21 But, you know, I don't know that I want to try this again in
22 two months, when there'll be some other excuse. So to the extent
23 that there aren't issues with, you know, getting her bank records
24 into evidence based on the COR affidavits and me just arguing what
25 I believe they say in black and white, I suppose we could proceed in

1 that manner without her.

2 THE COURT: How much time do you anticipate this is
3 going to take today if it were to go?

4 MR. BLUM: It's a good question and kind of -- some of it
5 will, obviously, be streamlined, if I can do it in the manner that I
6 suggested there. I have an opening that I point out various things,
7 the legal standards and the judgment, the record findings of this
8 Court. And then I'll probably have some questions for Mr. Safari
9 and then I have some questions for my client, Mohammad
10 Mojtahed.

11 So I would imagine, if everything goes quickly, we could
12 get it done in a few hours.

13 THE COURT: Okay.

14 MR. BLUM: If it moves quickly. Obviously, there's a
15 decent number of exhibits. A lot of them, you know, I don't need to
16 go into detail, I just want to enter them into evidence and argue
17 what they say. So I think a few hours, if things go as planned.

18 THE COURT: Okay. Mr. Flahive?

19 MR. FLAHIVE: Thank you, Your Honor.

20 And based on how it seemed you're inclined and -- I'm
21 turning my volume down a little. Based on how it seemed you're
22 inclined and Mr. Blum's comments, I mean, one way or another,
23 going over bank records is going to be tedious and probably boring
24 for everyone involved, whether it is Aden's wife reading them out
25 loud or Mr. Blum reading them out loud. And, quite frankly, I have

1 faith in Mr. Blum being able to make it go quicker. So without
2 having his wife testify again, I'm not -- I wish she was here. But I
3 don't think it's going to have any adverse effect if Mr. Blum reads
4 the statements versus her.

5 THE COURT: Okay. So you're -- they can be admitted into
6 evidence?

7 MR. FLAHIVE: I don't have many options, I believe, at this
8 point. I believe he did send over the custodian of records
9 yesterday.

10 THE COURT: Okay. Now, Mr. Blum, regarding
11 questioning of transactions, I mean, we're looking -- what we're
12 looking at is the end result of what the assets are, correct?

13 MR. BLUM: Correct. And we're not -- what I -- the issues I
14 want to focus on in the bank records are just showing a pattern of
15 deposits and positive statements over the course of the last few
16 years in various statements. So we're not talking about where
17 money's going or where money's coming from. All I want to focus
18 on is money's coming into business and personal accounts over the
19 past three years and --

20 THE COURT: But we're not going to retry the case about,
21 you know, what the underlying situation is.

22 MR. BLUM: No, Your Honor.

23 THE COURT: We're looking at what the assets are now.

24 MR. BLUM: Correct, Your Honor. That's right.

25 THE COURT: Okay.

1 MR. BLUM: Nothing is -- nothing that it was in evidence
2 from the 2010 to 2015 timeframe is what's being focused on today.
3 In fact, we're -- the bank records that I've submitted in my trial --
4 referenced in my trial brief and are the exhibits before that will be
5 before you today are all 2017 to 2019, showing a pattern of income.
6 We anticipate that they're going to claim that there's no income or
7 little income or they're unemployed or disabled. And we simply
8 want to show the Court that's not true, according to the bank
9 records, there's ample flow of money, significant flows of money --

10 THE COURT: Okay.

11 MR. BLUM: -- into these accounts. And that's the nature
12 of the bank record evidence.

13 THE COURT: All right. So let's get it underway, then. All
14 right? So go ahead --

15 MR. FLAHIVE: Thank you, Your Honor.

16 THE COURT: Go ahead and make your opening
17 statement, Mr. Blum.

18 MR. BLUM: Thank you.

19 Can I just say one more thing, Your Honor? I think the
20 statement that she's not there is -- just for the record, it incorrect.
21 She's there, she's at home. This is just simply an excuse not to
22 testify. So the idea of unavailability based on this is something that
23 we object to. But with that, I'll continue.

24 THE COURT: All right.

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OPENING STATEMENT FOR THE DEFENDANT

MR. BLUM: Your Honor, I want to start with the reasons for this hearing here today, and simply put, compensatory damages are in sufficient in this case.

Under the *Evans vs. Dean Witter Reynolds* case, punitive damages are not designed to compensate a party, but are awarded for the sake of example and by way of punishing the defendant, which is appropriate here. Under NRS 42.005, Section 1, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud, or malice, express or implied, the plaintiff, in addition to compensatory damages, may recover damages for the sake of example and by way of punishing the defendant, and, of course, except otherwise provided, three times the amount of compensatory damages to the plaintiff is the max, if the amount of compensatory damages is \$100,000 or more.

You only need one of those factors to find punitive damages to be appropriate or to award them, and we have all of the above types of behavior in this case that support punitive damages.

Those criteria are defined in NRS 42.001, starting with the definition of a -- in Section 4, the definition of oppression, which means:

Despicable conduct that subjects a person to cruel and unjust hardship with conscious disregard of the rights of the person.

And Your Honor properly found in the judgment that

1 Mr. Safari and Ms. Zahedi acted with oppression, and we'll touch
2 on some examples.

3 Section 3 of 42.001 defines malice, express or implied, as:

4 Conduct which is intended to injure a person or
5 despicable conduct which is engaged in with conscious
6 disregard of the rights or safety of others.

7 And Your Honor also properly found that, and I'll touch on
8 some examples.

9 Fraud, for the purposes of 42.001 --

10 THE COURT: Let me ask you this, counsel.

11 MR. BLUM: -- is defined --

12 THE COURT: Counsel, the Court's already determined
13 that punitive damages are warranted, so why do we have to get
14 into those questions? Are we --

15 MR. BLUM: Just setting some groundwork. I can skip
16 ahead, Your Honor.

17 THE COURT: Okay. Uh-huh.

18 MR. BLUM: The conduct that Mr. Safari and his wife
19 engaged in, along with their sister -- her sister -- were not little
20 white lies here and there, but numerous fraudulent schemes that
21 required a great deal of planning, falsification of documents, and
22 the creation of a fake shell company, as a few examples.

23 Your Honor's findings of fact, conclusions of law, and
24 judgment, which I'll refer to today as the judgment, was dated
25 September 27th, 2019. You entered that after several weeks of

1 trials -- at trial, and considering the evidence, which consisted,
2 obviously, of a great deal of documentary evidence, and after
3 hearing from many witnesses.

4 And you found in favor of the Modjtaheds on four
5 separate causes of action under which punitive damages are
6 appropriate. And those are tortious breach of the implied covenant
7 of good faith and fair dealing, that's set forth in page 33 of 50 of the
8 judgment; the fraud/fraudulent misrepresentation cause of action,
9 which is on page 34. And for that cause of action, since it's been
10 almost a year since trial ended -- and, obviously, interrupt me if
11 you've reviewed this or don't want to go over this, but one of the
12 reasons to review the egregious nature of some of the acts found to
13 be -- of fraud is that, under the Nevada Supreme Court case of
14 *Wohlens v Bartgis* and *Ace Truck v Kahn*, there are two key factors
15 on which you are to base your evaluation of the appropriate
16 amount of punitive damages. The first is culpability and
17 blameworthiness of the tortfeasor, and the extent to which the
18 punish conduct offends the public's sense of justice and propriety.

19 And I would argue that the conduct of Mr. Safari
20 especially, but both of them collectively, rate extremely high on
21 culpability, blameworthiness, and the extent to which the conduct
22 offends one's sense of justice and propriety.

23 I'll point you to page 35 of 50 of the judgment, which goes
24 through several of the acts, which constituted fraud and fraudulent
25 misrepresentation. Again, Your Honor, feel free to interrupt me if

1 you've refreshed yourself with these or don't want to hear them.
2 But I think it bears on those two factors. This is -- these are quotes,
3 starting with paragraph 59 on page 35 of 50 of the judgment:

4 Mr. Safari drafted and then sent his partners
5 numerous fake e-mails from a domain he secretly purchased to
6 impersonate Meditex's vendors' domain, that was SCBA Sales
7 and Rentals LLC, which is one letter different than the real
8 domain, and signed those e-mails as if they were sent by that
9 company.

10 B. Mr. Safari drafted and then sent his partners fake
11 marked-up invoices which he created to look like Meditex's
12 vendors' invoices.

13 C. Mr. Safari, along with his wife, Mandana Zahedi,
14 and sister-in-law, Nooshin Zahedi, formed a shell company,
15 UTSafety LLC, to act as an intermediary between Meditex and
16 its vendor, SCBA Sales and Rentals. Mr. Safari presented to
17 Hamid and Mohammad that UTSafety was actually affiliated
18 with SCBA Sales and Rentals, and using them would provide a
19 tax benefit to Meditex in order to explain why payments should
20 be sent to UTSafety instead of SCBA Sales and Rentals directly.

21 D. Mr. Safari, along with his wife, Mandana Zahedi,
22 and sister-in-law, Nooshin Zahedi, opened bank accounts for the
23 shell company, UTSafety LLC, and Mr. Safari directed Hamid to
24 pay UTC Safety [sic] instead of Meditex's vendor, and led Hamid
25 to believe that sending payments to UTSafety was the same as

1 sending those to SCBA Rentals, when, in fact, only a portion of
2 those payments were being forwarded on by Mr. Safari to SCBA
3 Sales and Rentals.

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

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

12 G. Mr. Safari created and then sent Hamid counterfeit
13 invoices -- counterfeit -- a counterfeit invoice made to look like it
14 was created by the Las Vegas Metro Chamber of Commerce and
15 made to look like he paid \$3,500 on behalf of Meditex for
16 membership. But, in fact, he didn't.

17 THE COURT: Counsel, if I could interrupt here.

18 MR. BLUM: Mr. Safari then requested reimbursement for
19 this fake expense.

20 THE COURT: If I could interrupt here.

21 MR. BLUM: Sure.

22 THE COURT: I think that these are all items that you've
23 discussed in your trial brief, right?

24 MR. BLUM: Correct, Your Honor.

25 THE COURT: Right.

1 MR. BLUM: I can skip ahead.

2 THE COURT: Yeah, I think what we need to do is focus on
3 what's really before the Court today, and that's the financial
4 situation. I think --

5 MR. BLUM: Okay.

6 THE COURT: -- the Court's already determined punitive
7 damages and what you're stating has been established in the
8 record.

9 MR. BLUM: Okay. Thank you, Your Honor. I'll move on.

10 Your Honor, if I may, I just want to touch on the other
11 factors. You have mentioned financial position of the defendant,
12 which is the first factor. I just mentioned two of them, culpability
13 and blameworthiness, and the extent to which the punished
14 conduct defends the public's sense of justice and propriety.

15 There's two additional factors that the Court should
16 consider under those cases. One is vulnerability and injury suffered
17 by the offended party, which we will also touch on. And the last
18 one, the means which are judged necessary to deter future
19 misconduct of this kind.

20 I'll now turn to Defendants' financial position and shortly
21 get into some of the documents that we'd want to present. Like I
22 mentioned earlier, they're likely going to claim ongoing financial
23 distress, lack of income, disability, and so forth. But the documents
24 that we'll present today do not support that. Both of them have
25 numerous sources of ongoing income and have earned substantial

1 amounts over the past few years.

2 As set forth in our trial brief, in the three previous years
3 for which we have records, basically, 2017, we go from
4 November 2016 to October 2017, which is when they formed this
5 other company. In that roughly 12 -- in that 12 months, they
6 deposited \$113,000 into their accounts collectively. The following
7 year, November 2017 to October 2018, they deposited \$260,000 into
8 their accounts collectively. And November 2018 to November 2019,
9 which is about 13 months, there was \$209,000 deposited into those
10 accounts.

11 They're both professionally trained and highly educated.
12 Ms. Zahedi is a medical doctor and has a high probability of making
13 a very good income in the decades to come.

14 And I'll also point out there is a second case which the
15 Modjtaheds initiated in March 2018. And in that case, the
16 Modjtaheds alleged a series of fraudulent transfers by Mr. Safari
17 and his wife to their close relatives and subsequent use of those
18 funds to purchase houses. That's pending before Judge Escobar in
19 Department 28. It settled this past month with regard to the
20 transferees, that's Ms. Zahedi's sister and brother-in-law, under
21 confidential terms. And the case is still pending with regard to
22 Mr. Safari and Mandana, who are represented by Marquis Aurbach
23 Coffing in that case.

24 I want to touch briefly, Your Honor, before we get into the
25 financial elements, I want to touch on the other factor, which I think

1 is important, and its vulnerability and injuries suffered by the
2 offended party. Hamid Modjtahed worked his whole life as an
3 engineer in Iran for about 30 years. He was born in 1947, he's 74
4 years old today.

5 The schemes undertaken by Mr. Safari began back
6 in 2010, basically, as soon as Meditex was formed. And at that
7 time, Mr. Modjtahed, Hamid, was 64 years old. Under Nevada law,
8 an older person is defined as 60 years or older. That's
9 NRS 41.13954(d).

10 MR. FLAHIVE: Your Honor, I don't know if I can stand up
11 here or raise my hand on the app, or what the proper way is. But
12 I'm going to object. I mean, he's -- Mr. Blum, with all due respect, is
13 doing what he was doing about 15 minutes ago, going over things
14 that we already know that were covered in the trial, and this is just
15 about the punitives.

16 THE COURT: Yeah, I know. But he's saying that that
17 affects the punitives. So I'll give him some leeway on that.

18 MR. FLAHIVE: Thank you, Your Honor.

19 MR. BLUM: Thank you, Your Honor.

20 He came to this country with his family, and he and his
21 son invested a large portion, if not the majority of their savings, into
22 a company that they hoped would help support him in his
23 retirement years and help build a business that his son could grow
24 and also live off of.

25 They were lied to repeatedly. They were stolen from, their

1 money was taken, and that company was, obviously, ruined.
2 Again, not only the actual money taken, but the promise or the
3 hope for future returns, obviously, never were realized. That
4 money was taken and spent by Mr. Safari and his wife. Hamid, he's
5 not in great health. He's elderly. He trusted Mr. Safari to act
6 honorably, and he lost a large portion of his savings in late years,
7 while he was vulnerable.

8 Mohammad, his son, also lost a large portion of his life
9 savings trying to build the company and invest into it. And that
10 was followed by a very expensive five years of litigation, not only
11 advancing their claims, but defending claims brought by Mr. Safari
12 that started this case. And Mohammad will testify later about some
13 of the effects on himself and his family.

14 The injury suffered by the Modjtaheds are much more
15 significant than losing hundreds of thousands of dollars of their
16 hard-earned money, although that is, obviously, very significant.
17 The family lost precious years of later life, which should have been
18 in enjoyment and general comfort, embroiled in this intense
19 litigation since late 2015.

20 And coming to this country as new immigrants, faced with
21 that, I'm sure the Court can empathize with walking into a new
22 country, losing large amounts of money, and being embroiled in
23 the American justice system, which is, obviously, very expensive,
24 for many years. Under this factor, a significant punitive award is
25 appropriate.

1 The final factor, which I'll touch on briefly, that I
2 mentioned hasn't been covered is the means necessary to deter
3 future similar conduct. And this is a tougher one. It's hard to say,
4 but there's been no expression of remorse, apology, or
5 wrongdoing. They retained Marquis Aurbach to appeal your
6 judgment, as is their right. That was ultimately dismissed as being
7 unripe.

8 They retained Marquis Aurbach to represent them in the
9 fraudulent transfer case, which focuses on what we allege is a
10 pattern of hiding money and trying to evade Hamid and
11 Mohammad's efforts to collect on the judgment.

12 My supposition, given the opportunity, Mr. Safari would
13 not hesitate to engage in such activities again. He's demonstrated a
14 willingness and ability to change tactics. As one door opened to
15 taking money, he created a new one. And simply having -- ordering
16 him to pay compensatory damages, which likely -- is unlikely to
17 happen, is insufficient.

18 And so for that reason and under 42.0051, for the sake of
19 example and by way of punishing the defendant, a significant
20 punitive damage award is appropriate to deter future similar
21 conduct.

22 With that, Your Honor, I want to turn now to what would
23 have been a direct examination for Mandana, and --

24 THE COURT: Well, let me -- first of all, I need to ask
25 Mr. Flahive if he wants to make his opening now.

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MR. BLUM: Sorry, Your Honor.

MR. FLAHIVE: Yes, Your Honor. I would like to make a few comments, and I believe a majority of them are based on some of the things that opposing counsel had at his opening.

THE COURT: Okay. This will be your opening now.

MR. FLAHIVE: Thank you. And I will be brief.

OPENING STATEMENT FOR THE PLAINTIFF

MR. FLAHIVE: And I know you agreed to -- you've deemed that punitives are -- I don't want to use the word required -- are necessary in this matter. And I appreciate that.

But again, the point of punitives are to punish, not for vengeance. And the two defendants in this have spent enough money scorching the earth, where it's fairly apparent that they're more in this for vengeance than anything else.

Now, my comments are Mr. Blum is going to talk about -- or, excuse me, opposing counsel is going to talk about how much money Aden has now and how they're financially doing well. I think this Court recalls very well that many, many hours were spent going through various documents of Aden, I would say six hours, saying, Hey, look, here's another time he couldn't pay his bills. Here's another time he couldn't pay his bills. Here's yet another time he couldn't pay his bills. That's punishment, that's showing he's broke.

And I understand that they're going to say, Hey, since the time that he was completely broke, now he's doing financially well.

1 Well, I want to address that a little bit, also.

2 Mr. Blum mentioned that there is another case going on. I
3 am not the attorney in that other case. Mr. Blum mentioned that
4 there has been a settlement with the transferees. He's also
5 mentioned that it is confidential. I'm very curious who required the
6 confidential part of that, because if in the other case, which was
7 allegedly a fraudulent transfer, if Mr. Safari was giving this money
8 that he was allegedly taking from Defendants to his in-laws to buy
9 houses, and now the defendants in this case have settled for those
10 houses in the other case, but it's all confidential, so we can't talk
11 about that here to find out how much they've recovered, how much
12 they've already punished him, that seems like they're
13 double-dipping.

14 And I believe the confidentiality is very convenient and
15 probably a tactic here so they can avoid saying, Hey, guess what,
16 we've already recovered this much money, which we are alleging
17 that Aden stole from us. It's very convenient and it's a clever legal
18 tactic, but I don't think it should be acceptable and rewarded.

19 Going to admit right now Mr. Safari did -- well, I'm not
20 going to admit, I'm going to state that Mr. Safari did receive some
21 settlement money on a personal injury case. Opposing counsel is
22 aware of this. I'm sure he is going to question Aden in detail about
23 this. I do not know where all the money went. Aden will testify to
24 that, I'm sure. I will say that I was paid some of that money at the
25 end of this. Quite frankly, without breaching too much

1 confidentiality, Aden still owes me quite a bit of money on my bill. I
2 know I'm never going to get that back. But I do know that some of
3 the personal injury money was paid to me, and I know a lot of it
4 was also paid to his attorneys in the other matter.

5 So if he has other income, I guess we'll see it. It's going
6 to be quite shocking to me if he is being shown gobs and gobs of
7 money these last few years.

8 They're also talking about the sad story of Hamid, how he
9 came from another country trying to make this, and then Aden stole
10 all this from them and he has suffered. Hamid lives in a
11 multi-million-dollar house. I do not know how much money he
12 spent on this. But as Mr. Blum ended his opening, they are unlikely
13 to collect. Which I feel for that, I hate cases where you cannot
14 collect. But they knew this from the beginning and they are willing
15 to spend unknown amount of monies on an attorney.

16 I would love to see their bill. That would back the story
17 that Hamid is barely making it and is struggling. I doubt that.
18 Again, he's willing to spend this much money for vengeance.

19 And I guess he has the right to spend the money for court.
20 He does. With that said, to later claim that, Oh, he's suffering, he's
21 barely making it, all this money was stolen, he's had all this
22 hardship, and he's living in a multi-million-dollar house and he's
23 willing to spend money just to -- for vengeance against Aden, that
24 doesn't really lock up.

25 I don't have anything else at this time, Your Honor. Thank

1 you.

2 THE COURT: All right. Thank you.

3 MR. BLUM: Your Honor, just --

4 THE COURT: Yes, Mr. Blum, you may proceed with your
5 case.

6 MR. BLUM: Thank you, Your Honor.

7 I just -- I'd ask counsel to refrain from arguing things at
8 opening that aren't in evidence and won't be coming into evidence.
9 The idea that Hamid owns a multi-million-dollar house is certainly
10 not evidence in this case. And if no exhibits or documentary proof
11 of that, I think it's inappropriate to argue that at opening when
12 there's no intention of showing that at a hearing.

13 With that, I'll move onto some of the documents.

14 In the trial, on June 19th, 2019, Ms. Zahedi, Mandana
15 Zahedi, was questioned about the company Aimans Enterprises,
16 LLC. And that is set forth in a transcript that is Exhibit 47. And that
17 transcript was filed on December 27th, 2019. I'll read briefly from
18 page 8. This, again, is Mandana Zahedi's testimony.

19 What's Aimans Enterprises, LLC?

20 Answer: That's the company that we are owning now.

21 Question: Okay. And does that company do any
22 import/export?

23 Answer: No.

24 Question: What does it do?

25 Answer: It is a transportation in the United States.

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Question: Okay. No international shipping or import/export?

Answer: No.

Question: Okay. And that's registered in Nebraska, correct?

Answer: I don't know.

Question: Did you ever live in Nebraska?

Answer: Me? No.

Question: And Mr. Safari?

Answer: No.

Moving onto page 9 at line 7:

Question: Who's involved in that company?

Answer: Aden is the owner and I'm shareholder too.

Question: Anyone else involved?

Answer: No.

If you can turn to Exhibit 4, that's Bates PUNI-296. And if Your Honor wants to tell me when you're there.

THE COURT: You're referring to it as an exhibit.

MR. BLUM: Yes. Exhibit 4, and it's Bates 296.

THE COURT: Has it been --

MR. BLUM: PUNI-296.

THE COURT: If it hasn't been admitted, refer to it as a proposed exhibit.

MR. BLUM: Sorry, Your Honor. Proposed Exhibit 4.

THE COURT: Okay. Let me -- okay. All right, I'm there.

1 Go ahead.

2 MR. BLUM: As you can see, on the bottom of the page,
3 this is -- well, the top of the page, this is for Bank of America
4 account ending in 4751. And the signatories to the account on
5 November 10th, 2016, are Parviz Safari and Mandana Zahedi.

6 Your Honor, I'm going to be looking to admit quite a few
7 exhibits from Bank of America related to this account. And there
8 are, actually, four custodian of records affidavits related to these,
9 because different ones came in at different times. Maybe we can
10 get that done with now, then it can be smoother as I point out some
11 issues -- point out some things in the documents.

12 The first custodian of records affidavit that are going to
13 support a large number of these Bank of America documents is
14 Exhibit 1. And the Bates is PUNI-1916 to 1917. And as you can see,
15 around the middle of the page are Aimans Enterprises, and
16 including bank account ending in 4751. That's the first custodian of
17 records affidavit. It's 1916 and -- PUNI-1916 to 1917.

18 Your Honor, forgive me for turning my back on the
19 camera, but the second custodian of records affidavit supporting
20 these --

21 THE COURT: We'll, let's do them one at a time. Okay?

22 MR. BLUM: Okay.

23 THE COURT: So are you offering that?

24 MR. BLUM: So I move to admit Exhibit 1 as the custodian
25 of records, one of the custodian of records affidavits for this

1 account.

2 THE COURT: All right.

3 MR. FLAHIVE: There's no objection, Your Honor. If he has
4 the affidavit.

5 THE COURT: Admitted.

6 [Defendant's Exhibit Number 1 admitted.]

7 MR. BLUM: Thank you.

8 Next is Proposed Exhibit 3. It's Bates PUNI-294 to 295.

9 And if you can let me know when you're there.

10 THE COURT: I'm there.

11 MR. BLUM: Towards the bottom, there are two Aimans
12 Enterprises, LLC accounts, including the one ending 4751. And I'd
13 like to offer Exhibit 3 into evidence.

14 THE COURT: All right. It's admitted.

15 [Defendant's Exhibit Numbers 3 admitted.]

16 MR. BLUM: The next is Exhibit 48, Bates PUNI-1
17 through 3.

18 THE COURT: All right. I'm there.

19 MR. BLUM: Down towards the bottom, you'll see two
20 Aimans Enterprises, LLC accounts, including one ending in 4751.
21 I'd like to offer that into evidence.

22 THE COURT: It's admitted.

23 [Defendant's Exhibit Number 48 admitted.]

24 MR. BLUM: And the final one for this series is Exhibit 56,
25 PUNI-88.

1 THE COURT: All right. I'm there.

2 MR. BLUM: Halfway through that list is -- are two Aimans
3 Enterprises, LLC accounts, including one ending in 4751. And I'd
4 like to offer Exhibit 56 into evidence.

5 THE COURT: It's admitted.

6 [Defendant's Exhibit Number 56 admitted.]

7 MR. BLUM: Okay. The next exhibit is 84, Proposed
8 Exhibit 84.

9 THE COURT: All right.

10 MR. BLUM: And this is a filed summons and complaint.
11 The complaint begins on PUNI-2399. And what I wanted to point
12 out is on page PUNI-2400, paragraph 6, the accident that Mr. Safari
13 was in on which he filed the lawsuit, the date of that accident was
14 January -- according to his own complaint, the date of that accident
15 was January 12th, 2017, and --

16 MR. FLAHIVE: And, Your Honor, I'm just going -- and I'm
17 sorry, I wish I could stand up to be more polite. Is he -- is Mr. Blum
18 doing another affidavit or here or is he testifying to what's in
19 evidence?

20 THE COURT: No, he's just pointing to a proposed exhibit.
21 It hasn't been admitted.

22 MR. FLAHIVE: Okay. Thank you.

23 MR. BLUM: The -- what I want to point out on this filed
24 record is that the accident purports to have occurred on
25 January 12th, 2017. That's the only point I have with regard to this

1 exhibit, and with that, I'd offer it into evidence.

2 THE COURT: Any objection?

3 MR. FLAHIVE: I'm going to object on that one, Your
4 Honor. I don't know if he has provided the information necessary
5 to put it as an exhibit. I mean, he hasn't had anyone testify to it. I
6 mean, I know he's going to put Aden on it and he can ask Aden,
7 Hey, do you recognize this document? But he hasn't done so yet.

8 THE COURT: I agree. I'll not admit it at this time. You'll
9 have to lay a foundation for it.

10 MR. BLUM: Okay, Your Honor. This is part of my -- what
11 would have been my direct examination of Ms. Zahedi, but that's
12 fine.

13 The Court will note January 12th, 2017, is the date of the
14 purported accident. Now I want to turn to some of these Bank of
15 America documents. And however the Court would like to handle
16 this, the records which are supported by those four custodian of
17 records affidavits for Bank of America account 4751, I can list the
18 law now before we go through them. I'm not going to be going
19 through all of them by any means, but I do want them all in
20 evidence.

21 THE COURT: All right. These are --

22 MR. BLUM: Or I can go through --

23 THE COURT: These are items that are referenced in the
24 custodian of records affidavits, right?

25 MR. BLUM: Correct, Your Honor.

1 THE COURT: Yeah. So go ahead and just list them now
2 and then you can refer to the ones that you wish to do so during --

3 MR. BLUM: Okay. So Exhibits 4 through 33 --

4 THE COURT: Well, 4 is that complaint, right? No, I'm
5 sorry. No, I'm sorry, 4 is the -- what is 4?

6 MR. BLUM: 4 is the signature pages --

7 THE COURT: Right.

8 MR. BLUM: -- that we started with.

9 THE COURT: Okay. Yes. Go ahead.

10 MR. BLUM: The signature cards.

11 THE COURT: That's right. Okay.

12 MR. BLUM: So 4 through 33, 4's the only new one we've
13 talked about so far. All of these are monthly statements related to
14 account 4751. In addition to 4 through 33, there's three others that
15 are also statements, 73, 85, and 86.

16 THE COURT: All right.

17 MR. BLUM: I'd move to admit those into evidence.

18 THE COURT: All right. They're admitted. They're
19 attached to the custodian of records affidavits, correct?

20 MR. BLUM: Yes, Your Honor.

21 [Defendant's Exhibit Numbers 73, 85, and 86 admitted.]

22 THE COURT: Okay.

23 MR. BLUM: Starting with Exhibit 5, and we're going to
24 look at PUNI -- Bates PUNI-1614.

25 THE COURT: Okay.

1 MR. BLUM: I'm going to point out a couple of things on
2 this page. One, it's directed to Aimans Enterprises, LLC, and it's
3 to -- what the evidence showed at trial is 2514 Breezy Cove Avenue
4 in Henderson, which was Mr. Safari and Mandana Zahedi's home
5 address, at least for some portion of time, if not their relatives. And
6 on this statement from March of 2017, if you look at deposits and
7 other credits, there's 4066 that were deposited into that account.
8 So --

9 MR. FLAHIVE: I am very sorry. Mr. Blum, can you repeat
10 what the PUNI number was?

11 MR. BLUM: Sure. 1614. Exhibit --

12 MR. FLAHIVE: 1614. Thank you, sir.

13 MR. BLUM: Sure.

14 The next one is Exhibit 6, and that's PUNI-1632. And in
15 the middle of the page, what you're -- Your Honor, are you there?

16 THE COURT: Yes.

17 MR. BLUM: Middle of the page, total deposits and other
18 credits, \$10,563 for that month.

19 The next statement is Exhibit 7, Bates 1649. And towards
20 the top, total deposits \$11,194.

21 I'm going to skip some months, we're going to -- I'm
22 sorry, Your Honor, are you there or were you there?

23 THE COURT: Yes.

24 MR. BLUM: Exhibit 15. This is for January 2018, Bates
25 PUNI-1712. In the middle of the page, the total deposits and other

1 credits for that month, \$11,621.

2 The next Exhibit 16 for February 2018, Bates PUNI-1722.

3 Total deposits and other credits, \$14,929.

4 Are you there, Your Honor?

5 THE COURT: Yes.

6 MR. BLUM: I'm going to skip some months. June 2018,
7 this is Exhibit 21, Bates PUNI-1788. Total deposits and other credits
8 for that month, \$66,124.

9 Next, Exhibit 22, PUNI-1878, this is for August 2018. Total
10 deposits and other credits, \$9,295 for that month.

11 So we looked at various months in 2017 and 2018, which
12 includes the year of his accident and the year after his accident.
13 And there's significant money coming into this business account.

14 Next, let's turn to 2019, if we can go to Exhibit 32, please,
15 Bates PUNI-1024. The total of deposits and other credits for that
16 month are \$12,790.

17 Moving to July 2019, that's Exhibit 27, Bates PUNI-1037.
18 And towards the top of that page, total deposits and other
19 credits, \$26,624.

20 And the final one for this account that we'll review is for
21 October 2019, that's in Exhibit 28, Bates PUNI-1059. And in the
22 middle of that page, total deposits and other credits for that
23 month, \$9,842.

24 So as I summarized earlier, from November 2017 to
25 October 2018, coming up on the two years after his accident, that

1 company brought in \$132,789. And the following year,
2 November 2018 to November 2019, \$82,282. So the company was
3 clearly making substantial money in 2018 and 2019.

4 The next account that I'd like to review is a joint personal
5 account between Mr. Safari and his wife at US Bank. And that
6 starts on Exhibit 107, Proposed Exhibit 107.

7 THE COURT: Is this referenced in one of the custodian of
8 records' affidavits?

9 MR. BLUM: Yes, Your Honor.

10 THE COURT: Okay. So --

11 MR. BLUM: This is Exhibit 111.

12 THE COURT: Okay. Do you want to identify the exhibits
13 that are referenced in that custodian of records affidavit that
14 pertains to --

15 MR. BLUM: Yes, Your Honor.

16 THE COURT: -- US Bank?

17 MR. BLUM: Yes. They are Exhibit 79, and then 98
18 through 110.

19 THE COURT: Okay.

20 MR. BLUM: Those are all regarding US Bank
21 account 9224.

22 THE COURT: All right. Having been attached to the
23 custodian of records affidavit, the custodian of records affidavit
24 having been admitted, they're admitted with it.

25 [Defendant's Exhibit Numbers 79, and 98 through 110.]

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MR. BLUM: Thank you, Your Honor.

Exhibit 107, Bates 2301, this is December 2017.

THE COURT: Which one? 107?

MR. BLUM: 107, Bates 2301, PUNI-2301.

THE COURT: Okay.

MR. BLUM: Towards the bottom on the left side,
deposits/credits \$15,239. Again, I'll point out that these are going to
Mr. Safari and his wife at the Breezy Cove address.

We'll jump ahead to August 2018, Exhibit 102, Bates 2261.

THE COURT: Which one are you looking at, counsel?

MR. BLUM: Exhibit 102, Bates PUNI-2261.

THE COURT: Okay.

MR. BLUM: Let me know when you're there, please, Your
Honor.

THE COURT: I'm there.

MR. BLUM: Towards the middle on the left side,
deposits/credits for that month, \$21,066.

Next, we'll jump ahead to January 2019, that's in
Exhibit 98.

THE COURT: All right.

MR. BLUM: And that's Bates PUNI-2229. And that
account had deposits/credits, towards the bottom left, 19,120.

And we totaled up September 2017 to May 2019 there and
got --

THE COURT: It's been pointed out to me that the

1 custodian of records affidavit that pertains to the US Bank account
2 is Proposed Exhibit 77.

3 Correct?

4 MR. BLUM: No, Your Honor. Actually, there was some
5 confusion on my part yesterday. That Exhibit 77, which is listed as
6 a custodian of records affidavit, is simply the cover letter that
7 accompanied the documents. If you look at Exhibit 111, it starts
8 with an e-mail thread from yesterday, actually, where I e-mailed the
9 custodian of records and said all I have is a letter, I thought you had
10 a custodian of records affidavit. She said, We only give those upon
11 request. And if you turn two pages, to PUNI-2407, she sent a formal
12 affidavit yesterday, which we put into the evidence.

13 THE COURT: All right. 111, I'm told, is --

14 THE COURT CLERK: Either way, the affidavit isn't
15 admitted, Mr. Blum. That's all I was trying to point out.

16 MR. BLUM: Your Honor, I move to admit the affidavit.
17 The e-mailed -- the two e-mails or two pages of e-mails that are the
18 first two pages of Exhibit 1 -- Proposed Exhibit 111 are just the --

19 THE COURT: Okay. And the affidavit is at 2407, correct?

20 MR. BLUM: Correct, Your Honor.

21 THE COURT: All right. It's admitted.

22 [Defendant's Exhibit Number 111 admitted.]

23 MR. BLUM: Thank you, Your Honor.

24 The next bank that we want to address is a Chase account
25 ending in 1085. This -- would you like to start with the exhibits or

1 the custodian of records on this one, Your Honor?

2 THE COURT: Just reference which one it is.

3 MR. BLUM: So the custodian of records for this is
4 Exhibit 80, and it's PUNI-424 to 426.

5 THE COURT: Okay. Exhibit -- Proposed Exhibit 80 is the
6 custodian of records affidavit, is that what you said?

7 MR. BLUM: Correct, Your Honor.

8 THE COURT: Okay. I don't see that as having been
9 admitted yet.

10 MR. BLUM: No, Your Honor. I'd move to admit it.

11 THE COURT: All right. And that pertains to Chase Bank?

12 MR. BLUM: Right. Chase Bank, and the account we're
13 focusing ends in 1085.

14 THE COURT: All right. It's admitted.

15 [Defendant's Exhibit Number 80 admitted.]

16 MR. BLUM: And the range of statements that we're going
17 to look at that are supported by that custodian of records affidavit
18 are Exhibits 89 through 95, and we'd move to admit those as well.

19 THE COURT: All right. They're admitted.

20 [Defendant's Exhibit Numbers 89 through 95 admitted.]

21 MR. BLUM: This is -- the first exhibit of statements is
22 Exhibit 94, Bates 2189.

23 THE COURT: All right.

24 MR. BLUM: This is a bank account, as you can see on that
25 page, that's shared between Mandana Zahedi and her sister,

1 Nooshin Zahedi. And it went to the Cactus Avenue address, which I
2 believe is the residence at the time. The deposits and additions for
3 this statement of February 2018 is \$29,868.

4 Exhibit 95 is for March of 2018. Exhibit 95, Bates
5 PUNI-2196. That account received \$9,865 in deposits and additions.
6 And those are the only ones we're going to highlight within those --
7 within that bank account.

8 I'll point one final or two final exhibits. These are in an
9 account we already looked at, the Aimans Enterprises account. And
10 Exhibit 85, please, Your Honor.

11 THE COURT: All right.

12 MR. BLUM: I believe that's already been admitted.

13 THE COURT: Yes.

14 MR. BLUM: And I want to look at Bates PUNI -- well, first,
15 PUNI-1004. This is a statement dated February 2019. On
16 PUNI-1007, there's an entry on 2/26/19 for -- I wrote down \$399. Oh,
17 it's at the bottom, Your Honor, last entry. It's \$399 for an entity
18 called UWorld, and hold that thought, let's look at one more exhibit,
19 Exhibit 69. Same account a few months later. Exhibit 69, the
20 other -- sorry, I should say Exhibit 69, Bates 203.

21 On October 21st, 2019, there's a charge of \$275 also for
22 UWorld. And this is part of my direct examination for Mandana, so
23 I can't really ask these questions, but I'll submit that UWorld is a
24 medical doctor test preparation service that -- so this indicates that
25 there's an anticipation of Ms. Zahedi who's a -- was a licensed

1 doctor in Iran, is preparing to take the medical examination here in
2 the United States to work as a medical doctor. I had some
3 follow-up questions for her, which I obviously can't ask.

4 But that's the end of my questioning for Mandana Zahedi
5 presented through the documents, Your Honor.

6 THE COURT: All right.

7 MR. BLUM: Can we take a brief recess?

8 THE COURT: 10 minutes?

9 MR. BLUM: That's fine.

10 THE COURT: Okay. We'll reconvene at 20 after 10:00.

11 Okay?

12 MR. BLUM: Thank you. I have 10:15 right now, so 10
13 minutes or five minutes, Your Honor?

14 THE COURT: 10 minutes. I'm sorry, let's make it 25
15 after 10:00. I'm sorry. Yes, you're right, it's 10:15. Thanks.

16 MR. BLUM: Thank you, Your Honor.

17 [Court recessed at 10:15 a.m., until 10:28 a.m.]

18 THE COURT: All right. Back on the record.

19 Mr. Blum?

20 MR. BLUM: Thank you, Your Honor.

21 There's one bank account that I skipped. I want to go
22 through it very briefly. This is a Bank of America account ending
23 in 8143 by -- held by Mr. Safari and Mandana Zahedi. If you could
24 turn to Exhibit 73, Bates PUNI-340.

25 THE COURT: All right. Go ahead.

1 MR. BLUM: This is a bank statement, again, going to
2 Mr. Safari and Ms. Zahedi at their Breezy Cove residence. This one
3 is dated January 2017 and --

4 THE COURT: Is it the subject of a custodian of records
5 affidavit?

6 MR. BLUM: It is, Your Honor.

7 THE COURT: Which is that?

8 MR. BLUM: There are actually three of them, the first of
9 which is Exhibit 3, Bates PUNI-294 to 295. And, Your Honor,
10 Bates 294 of Exhibit 3, about the middle of the table is account 8143
11 listed. I'd move to admit Exhibit 3.

12 THE COURT: It's been admitted. All right.

13 MR. BLUM: Okay. The next is Exhibit 48, Bates PUNI-1
14 through 3.

15 THE COURT: It's admitted, as well.

16 MR. BLUM: Thank you. And as you can see there, it also
17 covers the same account number 8143. And the third one is
18 Exhibit 56.

19 THE COURT: That's been admitted already.

20 MR. BLUM: Thank you, Your Honor. That also covers
21 account 8143.

22 So, with that, I move to admit three exhibits that are
23 supported by those custodian of records affidavits and statements
24 on account 8143 for Bank of America. They're Exhibits 35, 36,
25 and 73.

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THE COURT: All right. They're admitted.

[Defendant's Exhibit Numbers 35, 36, and 73 admitted.]

MR. BLUM: If you'd turn to Exhibit 73, Bates PUNI-340.

THE COURT: Okay.

MR. BLUM: In January 2017, the total deposits into that account were \$8,099.

Same exhibit, Bates 333, total deposits \$13,220.

And Exhibit 36 is the final one, that's Bates 2042, and that has deposits of \$10,533.

And that's it for the bank accounts, Your Honor.

THE COURT: All right. There's no witness that's been under examination during this portion, but Mr. Flahive, did you have anything you wanted to point out relative to those items?

MR. FLAHIVE: I believe -- I'm going to have questions on them for Aden to explain where the money came from.

THE COURT: Okay.

MR. FLAHIVE: But he's not the witness, and I realize that this was Ms. Zendari, who was actually testifying to these. So I don't think that would be appropriate at this point.

THE COURT: All right. Thank you.

All right. Mr. Blum?

MR. BLUM: Your Honor, I'd like to call Mohammad Mojtahed --

THE COURT: Okay.

MR. BLUM: -- as a witness.

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THE COURT: All right. The clerk will swear the witness.

[Pause in proceedings; technical difficulty.]

MOHAMMAD MOJTAHED,

[having been called as a witness and first duly sworn, testified
as follows:]

THE COURT CLERK: And please state your full name,
spelling your first and last name for the record.

THE WITNESS: Mohammad Mojtahed.

THE COURT CLERK: And can you spell your name,
please.

THE WITNESS: M-O-H-A-M-M-A-D, M-O-J-T-A-H-E-D.

THE COURT CLERK: Thank you.

THE WITNESS: Thank you.

MR. BLUM: May I proceed, Your Honor?

THE COURT: Yes.

DIRECT EXAMINATION

BY MR. BLUM:

Q Mohammad, approximately how much of your own
money did you lose in Meditex over the course of its existence
from 2010 to 2015?

A Comes out to be around 250.

Q 250,000?

A \$250,000.

Q And is that a lot of money to you or was that a lot of
money to you?

1 A Yes. It was huge money and most of my savings.

2 Q Did Mr. Safari invest any money into Meditex?

3 A No.

4 Q Where did the money that you invested into Meditex
5 come from?

6 A It was the money I -- actually, my parents make for me,
7 make savings for me of monies from the job, the wages I received
8 from the Meditex and I reinvest in the company, and grants. And I
9 worked, I received -- I worked [indiscernible] as a student and I
10 received that from them, so --

11 Q Why did you invest such a large amount of money into
12 Meditex?

13 A I wanted to have profit and have a business growing here
14 and make profit to me and I receive income from that.

15 Q Approximately, how much money did your father lose in
16 Meditex over the course of its existence from 2010 to 2015?

17 A Around --

18 MR. FLAHIVE: Your Honor --

19 THE COURT: Hold on.

20 MR. FLAHIVE: Your Honor, I'm going to object to that.

21 Hamid is here and can testify to that. Best evidence rule, Hamid
22 would be more appropriate to testify to that than Mohammad, I
23 believe. Unless Mohammad's going to be able to answer all
24 questions I have later for Hamid.

25 THE COURT: I'll sustain the objection. I don't know that

1 it's best evidence rule, but I think the foundation should be laid by
2 Hamid. Okay. So overruled.

3 MR. BLUM: Yeah --

4 THE COURT: I'll sustain the objection.

5 MR. BLUM: With that, Your Honor, can I lay some
6 foundation as to his personal knowledge about it?

7 THE COURT: All right. Go -- yes, you may.

8 MR. BLUM: Hamid's not listed as a witness today by
9 either party. We didn't arrange --

10 THE COURT: Okay. Go ahead and --

11 MR. BLUM: -- a translator for him.

12 THE COURT: -- endeavor a foundation.

13 BY MR. BLUM:

14 Q Mohammad, do you live with your father?

15 A Yes.

16 Q Okay. Did you live with him in 2010 when the company
17 was formed?

18 A Yes.

19 Q Okay. Do you have knowledge -- do you have personal
20 knowledge about his financial situation, specifically, with regard to
21 investments into Meditex --

22 A Yes.

23 Q -- specifically into Meditex? Okay.

24 A Yes.

25 Q And how did you come to know about what your father

1 was investing into the company?

2 A I live with him and, actually, I see that how he was
3 investing and he informed me about anything that he did.

4 Q In other words, he'd tell you, I put money into the
5 company and I put this amount of money into the company, and he
6 would inform you about that over the years?

7 A Yes.

8 Q Okay.

9 MR. BLUM: Your Honor, with that, I'd ask for some
10 leeway to ask that question, which was the amount his father lost in
11 the company.

12 THE COURT: He can state his understanding of it.

13 MR. FLAHIVE: Your Honor --

14 THE COURT: Yes, go ahead.

15 MR. FLAHIVE: Oh, I'm sorry.

16 THE COURT: Go ahead.

17 MR. FLAHIVE: Andrew Flahive.

18 Now, here are my concerns. Number one, hearsay. When
19 Mohammad says my dad informed me. Second of all, it's going to
20 deny me the ability to do follow-up questions for Hamid when he
21 says, Oh, yes, he lost x-amount of money, I'm going to want to
22 know, well, you're claiming that was your whole life savings, where
23 did you get that? And then Mohammad's going to, I'm going to
24 guess, say, Well, I don't know where he got it. So it's denying me
25 the follow-up.

1 I understand Mr. Blum did not list Hamid. I listed no
2 witnesses. I'm willing to waive that defect and let Hamid testify
3 now. And I know Mr. Blum brought up there's no translator. If you
4 recall, Mr. Hamid did pretty well without a translator last time, so
5 I'm willing to struggle through it, if necessary.

6 THE COURT: Mr. Blum?

7 MR. BLUM: Yeah, Your Honor, this is the point of
8 organizing translators, which was an issue specifically discussed
9 and addressed in the pretrial memo, specifically, listing witness that
10 he planned to call. If he wanted to call him, and he could have
11 certainly said so, I understand that my question raises an issue
12 about how much his father lost in the company. All that was
13 evidence at trial, number one.

14 And number two, given the -- these are co-managers,
15 father, son, who live in the same house, who formed this company.
16 I think -- I'm not going to get into massive detail about the details
17 about when contributions were made and so forth. But he has a
18 general idea about how much his father lost in this company. And I
19 think he can testify to that.

20 THE COURT: All right. I'll let him state his -- question
21 about his understanding of it based on, you know, his -- the
22 situation. I'll also --

23 MR. BLUM: Thank you, Your Honor.

24 THE COURT: I'll also permit Mr. -- opposing counsel to
25 call Hamid, okay, as a witness. All right. And he just indicated

1 that -- he just referenced the fact that there was -- he gave
2 testimony earlier and was able to, and we'll see where that goes.

3 MR. BLUM: Well, we can -- that's fine, Your Honor. But
4 the one witness who never strayed from using a translator the
5 entire trial was Hamid. So we're conflating a lot of different
6 witnesses who started with translators and ended, maybe, without
7 them. Hamid was not one of those witnesses.

8 THE COURT: Okay. Well --

9 MR. BLUM: He has a stutter. He's very difficult to
10 understand. And his language is the poorest of all the witnesses.

11 THE COURT: Okay.

12 MR. BLUM: So I think we're conflating witnesses here,
13 and I understand why. The names are tough and this was a year
14 ago. But Hamid never testified without a translator. Ever. So we
15 can address that when it comes up. I'll just move on with my direct
16 of Mohammad.

17 THE COURT: All right. Go ahead.

18 BY MR. BLUM:

19 Q Mohammad, what is your understanding of the amount
20 that Hamid lost in Meditex from 2010 to 2015? Mohammad?

21 A Amount was around 150,000.

22 Q Okay. And other than -- was your father generally retired
23 in -- when he moved to the U.S.?

24 A Yes. He was retired in 2005.

25 Q Okay.

1 A Around 2005.

2 Q And what type of work did he do before he retired?

3 A He was a mechanical engineer.

4 Q And does that -- is that solely in Iran?

5 A Yes.

6 Q Okay. Do you know, approximately, how long he worked
7 as a mechanical engineer in Iran?

8 A Around 30 years.

9 Q Okay. And did your father -- do you have any knowledge
10 as to your father's decision-making in forming Meditex or, more
11 specifically, investing in Meditex? Did he ever tell you?

12 A Yes, actually, we did it together. Because also many of
13 the investment was arranged with me or through me or -- actually,
14 he informed me about everything and just consulted me.

15 Q And were -- how would you consider your family's class in
16 Iran before you emigrated; were you upper class, middle class,
17 lower class?

18 A Around middle class, upper -- upper middle class.

19 Q Okay. Was the money that you invested, for lack of a
20 better term, play money? Meaning, you could afford to lose it if
21 things didn't work out with the company, or was this more of a
22 main investment for you?

23 A It was the -- our main investment.

24 Q And when you partnered with Mr. Safari initially, did you
25 trust him?

1 A Unfortunately, yes. He introduce himself, that he receive
2 a Ph.D. from Nevada State University in Las Vegas, and he was
3 working in Nevada energy company and he knows about
4 businesses in Nevada and Las Vegas. So, unfortunately, we trust
5 him.

6 Q Okay. And tell me a bit about how you felt when Meditex
7 went out of business and you realized that Mr. Safari had taken
8 hundreds of thousands of dollars from you and your father?

9 A I was really upset and was angry about what happened.
10 And I was really sad for myself and for my father, and also my
11 mother had lost so much in the company.

12 Q What was it like when you're finding out or uncovering
13 the issues with regard to the frauds and then being sued by
14 Mr. Safari and Mandana Zahedi, publicly accusing you of stealing
15 money, essentially, from the company?

16 A It was really sad and surprising, actually. I felt a stab on
17 my back and I couldn't believe that -- actually, I had to repeat
18 everything to my family and counsel accusing us on a baseless and
19 false claim.

20 Q How did you feel that Mr. Safari and Mandana Zahedi
21 sued your brother, Ali, who had no interest in the company?

22 A It was really bad. And I would get sad and angry about it,
23 that Mr. Safari forced us to go out of this -- and go away from this
24 case. He tried to do everything to make problem for my family and
25 put us in this false claim today.

1 Q Now, the case was filed way back in 2015. We're more
2 than halfway through 2020 now, and the case is only now coming
3 to a conclusion. Can you tell the Court a bit about the effects of five
4 years of intensive litigation on you personally?

5 A I have a very large burden on my life and my family life
6 and conditions, actually. We lost so much. And there was hundred
7 thousand of documents that needed to be reviewed and discussed
8 with our attorney and -- to find out very complicated and complex
9 fraud of Mr. Safari and Mandana.

10 Q Okay. So --

11 A And I should get -- admit so much, unfortunately, to
12 spending my time and energy and money on improving in my life.
13 Instead, I needed to spend for fighting in this litigation and, actually,
14 I missed so much.

15 Q Was it stressful for you personally?

16 A Yes, it was too much stress. And have a very bad burden
17 on my family and I.

18 Q Tell me now about what you observed as this -- same
19 question, I want to know about the effects of these five years of
20 litigation, but your observation of the effects on your father.

21 A He aged fast during this five years. And he was very --
22 actually affected with this. I don't -- I saw how much, actually, he
23 was deteriorating and he was actually affected.

24 Q How have the costs of the litigation, both in defending
25 your name and your family's name and uncovering and trying to

1 prove the case against Mr. Safari and his family, how have the costs
2 of that affected your family?

3 A After losing significant amount of our savings in the
4 company, and to Mr. Safari has stolen that from us, we enter to
5 these litigations. And for defending also from -- for clear our names
6 for a baseless claim from -- of Mr. Safari, and also for -- to see that --
7 find out about his frauds. Actually, it cost so much for having five
8 years of spending in the very expensive and costly litigation, having
9 an attorney for five years. Actually, we lost so much more of our
10 remaining savings and have -- actually, we lost a significant amount
11 in this case.

12 Q Thank you, Mohammad.

13 MR. BLUM: That's all I have for him, Your Honor.

14 THE COURT: All right. Cross-examination.

15 MR. FLAHIVE: Thank you.

16 **CROSS-EXAMINATION**

17 BY MR. FLAHIVE:

18 Q Mohammad, Andrew Flahive for Mr. Safari.

19 So you said you lost a lot on this litigation costwise; how
20 much? What did you spend?

21 A During the case, you mean?

22 Q I'm -- you just said that you lost so much and you had to
23 spend so much for an attorney to defend your name; how much did
24 you spend? How much did you or your father spend?

25 A You know, that -- we lost too much in the Meditex, and,

1 actually, during this case, we lost hundred of thousands dollars,
2 actually. Maybe \$5- or \$600,000, that's what we lost.

3 Q Okay. So you believe -- I'm sorry.

4 A Yes, actually, and also I lost so much of time and energy
5 on this case also.

6 Q Okay. So you believe you paid your attorneys
7 about \$600,000?

8 A The cost of the case was something more than this.

9 Q More than \$600,000?

10 A It's -- I don't remember the exact numbers, but the
11 amounts what -- was something around [indiscernible] the cost,
12 something around maybe 700,000.

13 Q Okay. So about \$700,000?

14 A [Indiscernible; technical distortion.]

15 Q I apologize. I'm talking over you.

16 Now, you paid your attorney \$700,000?

17 A No. Actually, you know that -- you asked me about the
18 loss. I told you that the amount that we lost in the company and
19 also the amount that I remember that -- in this case, it was
20 something around \$400,000 attorney cost, and also we had some
21 more costs for preparing for the litigation, paying for the loss to
22 other -- actually, not only for the attorney costs, it's for some other
23 costs of around 500-something, 600-something. And I guess that it
24 should be around some -- this amount.

25 Q Okay. So that was --

1 MR. BLUM: Your Honor, sorry to interrupt, Your Honor. If
2 he's going to be quizzed on this, we can pull up the attorneys' fees
3 motion and the memorandum of costs and go through it in detail,
4 because it's all set forth there.

5 MR. FLAHIVE: It wasn't supposed to be a quiz, Mr. Blum.
6 I didn't expect him to give me three different numbers for one
7 question, quite frankly. That's the only reason I was trying to clarify
8 which of those numbers it was.

9 THE COURT: You'll have an opportunity to redirect,
10 Mr. Blum.

11 MR. BLUM: Okay.

12 THE COURT: Go ahead, Mr. Flahive.

13 MR. FLAHIVE: Thank you.

14 BY MR. FLAHIVE:

15 Q Now, how much of that money was your money and how
16 much was your father's that you invested in your attorney?

17 A Actually, we both spent, actually, it was my money and
18 also my father also spent lots on that.

19 Q Okay. Now -- now, I'm curious if you spent a lot on it,
20 where you got that money. I mean, did you just testify that you
21 lost \$250,000 to Meditex, and that was all of your savings?

22 MR. BLUM: Objection. Misstates the testimony. I don't
23 think he stated it was all of his savings. And I also think it's
24 inappropriate to dig into any form of income that Mohammad may
25 have, which is clearly not at issue here.

1 THE COURT: Overruled. If it misstates his testimony, he
2 can say so and can clarify it. Overruled.

3 THE WITNESS: So I have to answer?

4 BY MR. FLAHIVE:

5 Q You do.

6 A I actually use my savings and the -- too much of my
7 other -- the -- a significant amount of my -- the many savings and
8 also I use my charges cards for the payment. I had too much
9 debts -- debt. And actually the case makes so much debts, actually,
10 my accounts, also, you know, that it was -- just made too much
11 trouble for me for paying monthly, because of these expenses. And
12 I still have too much debt for, actually, I think that I have to have
13 spent so much more off the interest of that debt.

14 Q Did you think you were ever going to get this money back
15 from Aden that you -- that the Court found he stole from you?

16 A He is the very wealthy. And also he is very clever to hide
17 the money. But I'm not at -- he have enough money in both Iran
18 and he hid some money in some other places in United -- so his
19 bank accounts, he receives too much money. He receive money
20 from out of the United States. And it was very significant amount.

21 Q Thank you.

22 Do you know the value of the house that you and your
23 father live in?

24 MR. BLUM: Your Honor, I'm going to object to this. I
25 don't see how a value of the home that he lives in with his family is

1 relevant.

2 THE COURT: Right. Overruled.

3 MR. FLAHIVE: Your Honor, the reason I would say it's
4 relevant is --

5 THE COURT: I said overruled. I overruled the objection.
6 Okay.

7 MR. BLUM: Go ahead.

8 THE WITNESS: I have to answer?

9 THE COURT: Yes.

10 BY MR. FLAHIVE:

11 Q Yes.

12 A I think something around I think 900,000, 800,000.

13 Q Where is the house --

14 A Actually, I bought it -- most of it is mortgage. I have loan
15 on this and it's not actually -- most of I needed to pay mortgages on
16 this house.

17 Q Okay. So it's about a million-dollar house?

18 A It's less than that.

19 Q Okay. So it's about a \$900,000 house?

20 A Actually, most often -- the average of the houses around
21 here is maximum amount of this, this is the maximum amount of
22 the houses. And most of the houses were sold at so much less
23 than.

24 Q How much do you currently have in your bank accounts?

25 MR. BLUM: Objection, Your Honor.

1 THE COURT: Overruled.

2 MR. BLUM: If you want him to get this information, Your
3 Honor, he could have --

4 THE COURT: I think you've raised --

5 MR. BLUM: -- subpoenaed it.

6 THE COURT: You've raised the point of vulnerability, and
7 it that that's a -- it's relevant. So we'll --

8 MR. BLUM: Okay.

9 THE WITNESS: I didn't get that.

10 THE COURT: I overruled the objection.

11 BY MR. FLAHIVE:

12 Q How much money --

13 THE COURT: So you can answer the question.

14 THE WITNESS: You know, I spend it, most of my money,
15 my account, I paid it for -- to my debt and the credit card debt. At
16 this moment, it's not so much. It's very little amounts.

17 BY MR. FLAHIVE:

18 Q Sir, you've been following the value of the houses being
19 sold around you. I believe you have an idea of how much money is
20 in your bank account. Approximately how much is in your bank
21 account?

22 A Few thousand.

23 Q A few thousand? So you have about \$3,000 in your bank
24 account?

25 A No, it is more than 3,000. But I have also too much debt.

1 And I spend, during the last – actually, this time for the payment of
2 my debts. And the value of the house, I told you that it's not
3 actually -- most of that is not my money, it is actually the bank's
4 money. I did the mortgage.

5 Q Do you know how much money your father has in his
6 bank accounts?

7 A Actually, few thousand.

8 Q Do you recall your father testifying at trial that you knew
9 everything about his finances?

10 A I do know exact amount, but I -- actually, you know, let
11 everyone take care of their account and they have some business
12 and his spending. So I don't know the exact amount, but I know
13 that he have a few.

14 Q I'm sorry, you started -- you're breaking up. Your -- not
15 your fault, it's the Internet.

16 Approximately, how much did you state at the end?

17 A Few, almost, actually, maybe 2-3,000.

18 Q You think your father only has 2- or 3,000 in his bank
19 account?

20 A Yes.

21 Q Does your father have a trust?

22 A No.

23 Q Okay. So you have a few thousand, your father has a few
24 thousand, and you guys are living in a house where a \$900,000
25 mortgage; that's correct?

1 A That's the -- actually, the current situation, yes.

2 Q What is your mortgage payment per month?

3 A I'm receiving some income and, actually, I get paid from
4 that.

5 Q What is your mortgage payment per month?

6 A It is -- I think that it has changed, it is
7 around 2,000-something.

8 Q Okay. Did you have another case with Mr. Safari?

9 A Another case? Yes.

10 Q Okay. And was that case based on you believe that
11 money Aden stole from you -- I'm sorry. I'm trying to get no
12 interference. Do you believe that other case was money that you
13 believe -- I'm going to start it over, I do apologize, so I can be clear.

14 The other case involves you believe that money that Aden
15 stole from you was transferred to his in-laws, correct?

16 A Yes, he transfers money to his in-laws.

17 Q Okay. And you believe the in-laws, with or without Aden's
18 help, used that money to purchase houses, correct?

19 A Yes.

20 Q And you have recently settled that case, correct?

21 A Not with Mr. Safari.

22 Q Okay. You settled it with the in-laws, correct?

23 A Yes.

24 Q And they would have paid you with money that you think
25 Mr. Safari stole from you, correct?

1 MR. BLUM: Objection. Form. Paid with money --
2 BY MR. FLAHIVE:
3 Q Do you --
4 THE COURT: I'll allow it.
5 THE WITNESS: Can you just ask again, please?
6 BY MR. FLAHIVE:
7 Q Sure. You believe that Aden transferred money to the
8 in-laws, correct?
9 A Just -- let me just say that happen for this [indiscernible].
10 Yeah, I believe -- what?
11 Q Can you hear me?
12 A Right now, yes.
13 MR. BLUM: You're very low, Andrew. I'm sorry.
14 MR. FLAHIVE: No, it's --
15 MR. BLUM: The volume's low.
16 MR. FLAHIVE: Is this better?
17 MR. BLUM: Yes.
18 THE WITNESS: Yes. It's very better.
19 MR. FLAHIVE: You know, I have a button on my
20 microphone that I'm switching, and I think I got confused. I'm a
21 little slow up here.
22 BY MR. FLAHIVE:
23 Q Do you believe that Aden transferred money that he stole
24 from you to his in-laws?
25 A Yes.

1 Q Did you just settle a case with his in-laws?

2 A He settled his case.

3 Q Did you just settle the case you had against the in-laws for
4 the stolen money?

5 A With the in-laws, yes.

6 Q Did they pay you a sum of money or are they to pay you a
7 sum of money shortly?

8 MR. BLUM: Your Honor, I'm going to object. That
9 settlement agreement, which was signed within the last few weeks,
10 is subject to a confidentiality provision. I'll note for the record,
11 contrary to Mr. Flahive's suggestion earlier today, the
12 confidentiality provision was at the insistence of the defendants in
13 that case, and so I would instruct him not to answer, as that would
14 breach his contractual duties under that agreement.

15 THE COURT: So it's information that's not -- it's certainly
16 relevant.

17 MR. BLUM: Well, I can't allow him to breach his duties
18 under that agreement. Maybe there's some ways around it with a
19 court order. But I certainly don't want to not object and order him --
20 instruct him not to answer under this scenario, where that provision
21 was highly negotiated and a key part of the settlement agreement. I
22 don't want him to be accused of breaching that.

23 For the record, there -- that case is settled. If those
24 defendants want to waive that confidentiality provision, I have no
25 problem with that. But right now, that's a -- would be a breach of

1 that agreement and I have no doubt that they would attempt to
2 enforce that.

3 THE COURT: All right. Mr. Flahive?

4 MR. FLAHIVE: And I understand that there's a
5 confidentiality agreement. I understand that Mohammad and his
6 father decided to enter into that. I have literally zero idea, up until
7 what I've heard today about it, quite frankly. But if they're saying,
8 Hey, we suffered, hey, we need this money to punish Mr. Safari,
9 and they're double-dipping, because they already collected
10 x-amount of money, it doesn't look like their suffering quite as
11 much as they're telling us.

12 THE COURT: All right. Well, I'll allow --

13 MR. BLUM: Your Honor, this is not a collections -- this is
14 not a collections case.

15 THE COURT: All right. Well --

16 MR. BLUM: We're not saying, theoretically, there
17 wouldn't be an offset for whatever amount that may be. This is --
18 this has nothing to do with that. We're talking about vulnerability
19 and difficulty in paying, you know, the cost of living, paying their
20 attorney and so forth. The fact that they received -- potentially
21 received a damage -- a payment and a settlement, I don't see how
22 that's relevant to whether or not --

23 THE COURT: Well, does it not --

24 MR. BLUM: -- punitive damages should be assessed.

25 THE COURT: Well, does it not relate, though, to having

1 gotten some of the money back that was the subject of the
2 compensatory award?

3 MR. BLUM: It may. I mean, the idea that if they
4 collected -- let's say that the entire judgment had been satisfied and
5 collected, the issue of whether punitive damages should be
6 assessed, maybe the one factor of vulnerability could be implicated
7 in that. But I don't think it's generally relevant. At most, it's an
8 offset for future collection actions against Mr. Safari.

9 THE COURT: All right. I'll abide by the confidentiality
10 agreement. But I will take note of the fact that there has been a
11 settlement and that the defendant's counter claimants are not
12 coming forward with that amount. Okay?

13 MR. BLUM: Thank you, Your Honor.

14 MR. FLAHIVE: Thank you, Your Honor.

15 BY MR. FLAHIVE:

16 Q You earlier stated you personally lost about \$250,000,
17 most of your savings?

18 A And during the Meditex activities?

19 Q Yes, sir.

20 A Yes.

21 Q How did you generate this income?

22 A I didn't get your question.

23 Q You had \$250,000-plus in your savings account. How long
24 did it take you to generate that 250,000, what work or investments
25 did you have that generated that money?

1 A It's actually -- most of that comes from the savings my
2 parents make for me from my birth, from the time that I born, they
3 put the money for my future. And, actually, I had -- I was the top as
4 a student in Iran, I had received grants and I worked. I worked,
5 actually, at that time, and also from some favors.

6 Q Okay. So -- but the majority of it came from your dad,
7 correct?

8 A It was the savings that -- and the [indiscernible] I received,
9 it was something that I received from my family. My mother,
10 father, and other family.

11 Q Okay. Do you know where your father -- how your father
12 generated the \$150,000 that he lost?

13 A He was working in Iran before, actually, I move here. And
14 my mother and father worked and generated that money.

15 Q And you said he was an engineer, correct?

16 A My father, yes, was an engineer.

17 Q And he worked as a mechanical engineer for 30 years?

18 A Yes.

19 Q What did he work on as a mechanical engineer for 30
20 years?

21 A I didn't get the question exactly.

22 Q As a mechanical engineer working for 30 years who
23 generated, it seems like, a good amount of money, what was he
24 doing in Iran as a mechanical engineer?

25 A He works in auto industry and the company was -- was --

1 I'm sorry, working for Mercedes-Benz and some company that's
2 affiliated with that.

3 Q I heard that you said he worked with an auto company,
4 and that's where he generated his money. But there was
5 something else you said, what was the other thing?

6 A And the company was affiliated with Mercedes-Benz in
7 Iran. We are --

8 Q Mercedes-Bank?

9 A Benz.

10 MR. BLUM: Affiliated with Mercedes-Benz, I believe he
11 said.

12 MR. FLAHIVE: Thank you.

13 BY MR. FLAHIVE:

14 Q Okay. So he was a mechanical engineer for a company
15 that was with Mercedes-Benz?

16 A Yes.

17 Q Okay. You testify that you felt a lot of stress. I think you
18 said very -- it was very stressful these last few years, correct?

19 A Yes, that's correct.

20 Q Did you see a doctor for this stress?

21 A Actually, I'm a doctor and I knew that -- how to -- but I
22 consulted with consultant for controlling my stress.

23 Q So you did see a doctor for stress?

24 A Yes.

25 Q I -- so you -- I'm very sorry, truly, for interrupting you.

1 So you went to counseling for your stress?

2 A Yes.

3 Q How often did you go to counseling?

4 A I just needed for two, three times, actually. I feel that add
5 so much stress and that I needed to have some consultation.

6 Q Okay. So five years of stress and you saw the counselor
7 for two or three times, so they were a good counselor.

8 A They give me the techniques and I tried to, actually,
9 self-control my stress. Because it felt -- generated from the -- tied to
10 the stress generated from this case. So I didn't have any way to go
11 out from this stress, but the only thing that I could do that was for
12 controlling that and just trying to do that. And also my mother,
13 herself was a counselor, and she also helped me so much.

14 Q What was the counselor who you saw two or three times
15 named?

16 A Actually, I did it on my telephone, actually. And -- but the
17 name of that counselor was Ms. Ishtadi [phonetic].

18 Q Okay. So for this deep stress that you felt over this for
19 five years, you talked to a counselor over the phone two or three
20 times, correct?

21 A Yes. And, also, I mentioned --

22 Q Any --

23 A -- because my mother also was -- actually is a -- was a
24 counselor and also she helped me a lot with her knowledge and the
25 techniques that also she learned.

1 Q Other than your mother and the person you spoke to on
2 the phone two or three times, did you seek any medical treatment
3 or psychological treatment for this five years of anxiety and stress?

4 A Not exactly. I consulted it with my principal doctor. She
5 told me that I can use a medication [indiscernible] for controlling
6 my complication. But I use it rarely. Actually, I did not use it so
7 much.

8 Q Okay. What about your dad? Do you know if your dad
9 sought psychiatric help for these matters?

10 A You know, that – it's not affected us. Only psychiatric,
11 actually, has some psychosomatic effect, actually, on myself and
12 my father. My father needed so much time, his doctors and he had
13 so much stress that the sign of psychosomatic disorder and I think
14 the American [indiscernible].

15 Q Now, I realize you're a doctor and I am not, but isn't
16 psychosomatic when something is affecting you mentally, that it
17 manifests physically?

18 A It is – actually, comes from -- yes, it is something that
19 mostly present itself in the other ways. And, actually, for example,
20 as I mentioned to you, I had some palpitations and I felt that I had
21 arrhythmia. I [indiscernible] for my arrhythmia. I needed to visit
22 my cardiologist for -- find out that if I have arrhythmia or not. I visit
23 him, actually, and the pulmonology. But it was not, actually, some
24 physical explanation, physical, actually, disorders. But, mostly, it
25 comes from the stress.

1 Q And again, did your father need to see a therapist or a
2 psychiatrist due to the stress he was feeling?

3 A Not a psychiatrist, but he needed his other doctor, the
4 cardiologist and also [indiscernible], also the surgeon because of
5 his chest pains that he has had several occasions.

6 Q And I don't want to go too far into this, because I think it's
7 almost silly, but how old is your father?

8 A Right now he's around 74.

9 Q 74? Okay. You are a doctor, maybe not a qualified expert,
10 I don't know. But do men around the age of 70 at times have heart
11 issues not related to stress?

12 A Not actually, most -- not usually, all the peoples have
13 these kind of issues. But this -- and from the age more than 50,
14 they have to [indiscernible] the stress, because it could make them
15 so much issues, especially, the [indiscernible] and heart attack.
16 And, actually, one of the things that my father's doctors always --
17 they commenting to avoid stress. But it's not talked about for my
18 father to do that, because of this case.

19 MR. FLAHIVE: I have no further questions, Your Honor.
20 Thank you.

21 THE COURT: Any redirect?

22 MR. BLUM: Yeah, briefly, Your Honor.

23 **REDIRECT EXAMINATION**

24 BY MR. BLUM:

25 Q Mohammad, did the fact that --

1 MR. BLUM: I'm getting some echo.

2 Q Mohammad, did the fact that Mr. Safari and Mandana
3 Zahedi sued you for hundreds of thousands of dollars affect your
4 choice and your willingness to spend money on this litigation as
5 opposed to you simply chasing Mr. Safari to try and get paid back?
6 You understand the question?

7 A Yeah, I think so. But I'm -- it's --

8 MR. FLAHIVE: Your Honor, I'm going to object to that as
9 being leading.

10 THE COURT: I'll sustain that.

11 MR. BLUM: I can try and rephrase it.

12 THE COURT: Okay.

13 BY MR. BLUM:

14 Q Mohammad, did the fact that you were sued in this case
15 for hundreds of thousands of dollars affect your decision-making in
16 spending money defending yourself?

17 A Yes. Actually, we didn't have any choice to remain on the
18 case. And I spend so much time and money on the case, both
19 clearing our name and defending ourself on a baseless complaint
20 from Mr. Safari. And, actually, he did it to force us to go away from
21 this -- our accolade.

22 Q Does Kolesar Leatham, my former firm, claim that you
23 owe them a substantial amount of money for unpaid attorneys'
24 fees?

25 A Yes.

1 Q Are you aware of that? Yes or no?

2 A I --

3 Q Are you aware of that?

4 A Yes, I -- Kolesar Leatham, yes.

5 Q And we talked about unpaid attorneys' fees, their
6 attorneys' fees were raised. Have you paid me, other than by credit
7 card --

8 A No.

9 Q -- in the past six months?

10 A No.

11 MR. BLUM: That's all I have, Your Honor.

12 THE COURT: Any recross?

13 MR. FLAHIVE: Your Honor, I don't know if this is a recross
14 or not, and I really don't want to get into this. But I would want to
15 point out that Mr. Blum's previous firm has dissolved. So I don't
16 know about them saying previous clients still owe them money. If
17 it could be for, I don't know if they went to a bankruptcy and they're
18 saying, Look, we're owed this money as debt, or it could be for very
19 other reasons. I don't know how to present that as evidence, and I
20 don't know if it's --

21 THE COURT: All right.

22 MR. FLAHIVE: I'm going to withdraw that. But it's just --

23 THE COURT: Okay. All right. Thank you.

24 MR. BLUM: I'll just state for the record, they're still alive,
25 they're still attorneys, and those attorneys are still collecting off of --

1 or attempting to collect off former clients for alleged unpaid bills,
2 and this is one of them. As of last week.

3 THE COURT: All right. Thank you.

4 MR. BLUM: I have nothing further for this witness.

5 THE COURT: Okay. Next witness?

6 MR. BLUM: I have no further witnesses, Your Honor.

7 THE COURT: All right. Mr. Flahive?

8 MR. FLAHIVE: You know, I listed no witnesses, Your
9 Honor. Mr. Safari was -- I listed no witnesses, Mr. Safari would like
10 a chance to explain where some of the money came from on the
11 bank statements. But again, I listed no witnesses, so I understand
12 that if he is not to be called.

13 THE COURT: All right. So you ready to argue?

14 MR. BLUM: Yes, Your Honor.

15 THE COURT: All right. Very well. Go ahead.

16 **CLOSING ARGUMENT FOR THE DEFENDANT**

17 MR. BLUM: Your Honor, I'll keep this brief.

18 I think we set forth in the opening and in the trial brief the
19 grounds for -- if you'll indulge me for 10 seconds, Your Honor.

20 Any statutory grounds for assessing punitive damages.
21 The 50-page judgment, which mentions at various times there are
22 four causes of action, the findings of fact that were made with clear
23 and convincing evidence. The pattern of extensive conduct here
24 that is not simply one or two taking advantage of a partner, but a
25 clear and undeniable pattern of fraudulent behavior with extreme

1 forethought, extreme planning, extreme manipulation, and to his
2 credit, extreme variety.

3 We touched on at the beginning of the factors, I'll briefly
4 touch on them again. And there are five of them for the Court to
5 assess when determining a proper punitive damage award, which
6 is capped out at three times compensatory damages.

7 First, the financial position of the defendant. And most of
8 today was spent looking at bank account records showing large
9 amounts of money consistently coming into a variety of business
10 and personal bank accounts over the course of the last three years.
11 Those are years after Mr. Safari had his accident and are not only
12 varied, but quite consistent.

13 And we set forth in the brief, through those three years,
14 almost more than \$580,000 of money coming into those accounts.
15 These -- the issue of 2010 to 2015, financial position, obviously, was
16 relevant. This company, Aimans Enterprises, hadn't been
17 established until long after Meditex was dissolved. It was formed in
18 November of 2016. And we've shown since then consistent
19 income.

20 We also are dealing with professionals, professionally
21 trained, with the ability to -- have shown the ability to make money
22 and whose credentials will enable him to make money into the
23 future.

24 Number two, the culpability and blameworthiness of the
25 tortfeasor, again, I won't rehash that. The findings of fact and

1 conclusions of law clearly speak for themselves. Your Honor sat
2 through a many-week trial and is familiar with the conduct at issue
3 here, which is obviously why the award or the prayer for punitive
4 damages was granted in the first place on so many different
5 grounds.

6 We've just been speaking about the third, the vulnerability
7 and injury suffered by the offended party. The amounts that had to
8 be -- that were lost initially and had to be spent to clear their names
9 are substantial. The fact that Mohammad and his whole family live
10 in the house in Orange County with a mortgage that cost \$900,000
11 is neither evidence of opulence nor evidence of a lack of injury
12 suffered. I think any one of us with decent bank accounts know
13 what losing hundreds of thousands of dollars does to one's life
14 planning, especially when it occurs in late age. And I've no doubt
15 Mohammad will get on his feet and have a productive working
16 career, but Hamid is 74 years old, and it's clear that much of this
17 money came either from him directly, or for amounts that he
18 invested for his son from birth to try and get a good start here after
19 immigrating.

20 Number four, the extent to which the punished conduct
21 offends the public's sense of justice and propriety. Again, this is
22 very related to culpability and blameworthiness. The conduct here
23 by fiduciaries of their co-fiduciaries makes it all the worse. The fact
24 that personal loans were requested during this time of theft and
25 were given an unpaid -- the list is extremely long, and the conduct

1 certainly deserves to be punished rather than just provided
2 compensatory damages. So that's the fourth factor and it weighs
3 heavily in favor of a significant punitive damage award.

4 And number five, the means which are judged necessary
5 to defer -- deter future misconduct of this kind. Again, this is a bit
6 more difficult and tough to judge without getting into Mr. Safari's
7 psyche and mindset. But it's difficult to know what would deter
8 him. But when you have this type of conduct over so many years
9 and continue to smile and act like nothing's wrong to your partners,
10 I certainly think some amount is appropriate to deter future
11 misconduct.

12 So with that, Your Honor, I'll just rehash briefly what the
13 compensatory damage awards were in the judgment. Against
14 Mr. Safari, it was \$405,475, and we're requesting that that award be
15 trebled in punitive damages for \$1,216,425.

16 The compensatory damages against Mandana Zahedi,
17 who didn't appear today, were \$111,675. We ask that those be
18 trebled to \$335,025.

19 And, finally, for Nooshin Zahedi, which is Ms. Mandana
20 Zahedi's sister, if you'll recall, she was defaulted for not appearance
21 at trial, compensatory damages were awarded against her in the
22 amount of \$91,700. And we request that that be trebled
23 to \$275,100.

24 So [indiscernible; technical distortion] today, and with
25 that, we'll submit it to the Court.

1 THE COURT: All right. Before we move on, I have in hand
2 a copy of Counter Claimant's trial brief regarding punitive damages.
3 I had referenced that earlier when you were beginning your
4 opening. It doesn't show that it's been filed.

5 MR. BLUM: Correct, Your Honor. I actually just sent -- I
6 know that has to be filed before we close. I just sent a text to my
7 assistant asking her to file and serve that immediately. So if it
8 hasn't been done in the next few minutes, I can step out and make
9 sure that it is.

10 THE COURT: Okay. Thank you.

11 All right. Mr. Flahive?

12 MR. FLAHIVE: Very -- can you hear me?

13 THE COURT: Yes.

14 MR. FLAHIVE: Okay. Sorry. I just want to make sure I
15 have my button on the right direction.

16 **CLOSING ARGUMENT FOR THE PLAINTIFF**

17 MR. FLAHIVE: Two things I'm going to cover without
18 going outside of what was presented today. If you recall, and I
19 believe you'll review these afterwards, before entering a decision,
20 most of the bank statements that Mr. Blum showed were from
21 Aimans Enterprise, LLC, which he has stated was a company run by
22 my client, Adis, but -- Aden.

23 When you look at the deposits, please also note the
24 withdrawals. You will see this was a business account and that
25 money would come in from income, and then the majority of the

1 money would also go out on business expenses.

2 The second issue is they have made a deal of the suffering
3 of the defendants, Counter Claimants. I think I covered that. I
4 appreciate anyone losing money is never going to be happy. This
5 Court has already given them a judgment, and they've also
6 collected an amount that they've chosen not to disclose in the other
7 case. To say that their pain and suffering is horrible, when they're
8 living in a house that they purchased for \$900,000 that's probably
9 worth more, and also claim that they both only have about \$3,000
10 in savings at this point, I don't trust the credibility of the \$3,000 in
11 each of their savings at this point when their mortgage is \$2,000.
12 But their suffering that was taken care of by two phone calls and a
13 mother's help doesn't ring too true to me, either, Your Honor.

14 I do appreciate your time.

15 THE COURT: Okay. Thank you.

16 Mr. Blum, any rebuttal argument?

17 **REBUTTAL CLOSING ARGUMENT FOR THE DEFENDANT**

18 MR. BLUM: Very briefly, Your Honor.

19 I'm from Orange County, I grew up in Orange County. I'll
20 just leave it at that. The reason I'm not in Orange County is
21 because what it costs to buy a house there. And to have a \$900,000
22 value mortgaged as opposed to owning outright is certainly not,
23 like I said, not an evidence of opulence or the fact that you can
24 lose \$500,000 without noticing it.

25 That's all, Your Honor.

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THE COURT: Okay. Thank you.

The matter stands submitted. And it's under advisement.
I'll review it further and issue my ruling, my decision. Okay?

MR. BLUM: Thank you, Your Honor.

MR. FLAHIVE: Thank you, Your Honor.

THE COURT: All right. Thank you very much.

MR. BLUM: Under three hours, for the record.

THE COURT: All right. Everybody stay safe and I'll get
that out as soon as I can.

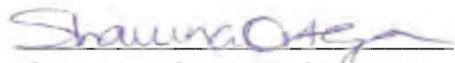
MR. BLUM: You too, Your Honor. Thank you.

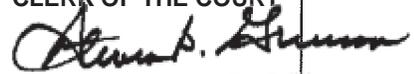
THE COURT: Thank you.

[Proceeding concluded at 11:36 a.m.]

///

ATTEST: I do hereby certify that I have truly and correctly
transcribed the audio/video proceedings in the above-entitled case
to the best of my ability. Please note: Technical glitches which
resulted in distortion in the BlueJeans audio/video and/or audio
cutting out completely may have been experienced and will be
reflected in the transcript.


Shawna Ortega, CET*562



1 **NEO**

JONATHAN D. BLUM, ESQ.
Nevada Bar No. 09515

2 **WILEY PETERSEN**

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Facsimile: (702) 553-3467
jblum@wileypetersenlaw.com

5 *Attorney for Defendants/ Counter-Claimants*

7 **DISTRICT COURT**

8 **COUNTY OF CLARK, NEVADA**

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

12 vs.

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

15 Defendants.

16
17 HAMID MODJTAHED, individually and
derivatively on behalf of MEDITEX, LLC, a
18 Nevada limited liability company;
MOHAMMAD MOJTAHED, individually and
19 derivatively on behalf of MEDITEX, LLC, a
Nevada limited liability company,

20 Counter-Claimants,

21 vs.

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

26 Counter-Defendants.

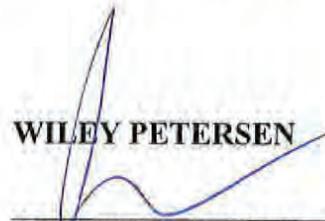
CASE NO. A-15-729030-B

DEPT NO. XIII

**NOTICE OF ENTRY OF FINAL
JUDGMENT**

1 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the Final Judgment was
2 entered in the above entitled matter on the 23rd day of September 2020, a copy of which is attached
3 hereto.

4 DATED this 27 of September 2020.


WILEY PETERSEN

JONATHAN D. BLUM, ESQ.
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Claimants*

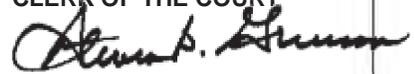
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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I an employee of WILEY PETERSEN, and the 24th day of
3 September 2020, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY**
4 **OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT REGARDING**
5 **PUNITIVE DAMAGES** in the following manner:

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

10
11
12 /s/ Ivette Bautista
13 An Employee of WILEY PETERSEN
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1 **JUDG**
2 JONATHAN D. BLUM, ESQ.
3 Nevada Bar No. 09515
4 **WILEY PETERSEN**
5 1050 Indigo Dr., Suite 200B
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6 *Attorneys for Defendants/Counter-Claimants*

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

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

13 vs.

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

16 Defendants.

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

21 Counter-Claimants,

22 vs.

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

27 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 Mojtahed 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 _____
16 Judge, Eighth Judicial District Court
17 In and for Clark County, Nevada

16 Approved as to form and content by:

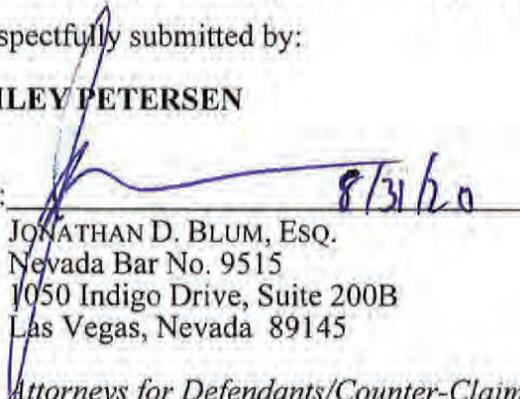
17 **FLAHIVE & ASSOCIATES**

18
19 By: /s/ Andrew Flahive
20 ANDREW S. FLAHIVE, ESQ.
21 Nevada Bar No. 9556
22 330 E. Warm Springs, Suite A-18
23 Las Vegas, NV 89119

24 *Attorneys for Plaintiffs/Counter-Defendants*

25 Respectfully submitted by:

26 **WILEY PETERSEN**

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

Attorneys for Defendants/Counter-Claimants

From: [Andrew Scott Flahive](mailto: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

AA 003187

Jonathan D. Blum, Esq.



1050 Indigo Drive, Suite 200B

Las Vegas, Nevada 89145

Office 702.910.3329 | Mobile 702.443.0677

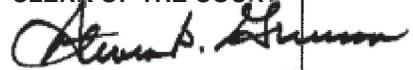
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AA 003188



1 **NEO**

JONATHAN D. BLUM, ESQ.
Nevada Bar No. 09515

2 **WILEY PETERSEN**

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Telephone No. (702) 910-3329
Facsimile: (702) 553-3467
jblum@wileypetersenlaw.com

5 *Attorney for Defendants/ Counter-Claimants*

7 **DISTRICT COURT**

8 **COUNTY OF CLARK, NEVADA**

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

12 vs.

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

16 Defendants.

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

20 Counter-Claimants,

21 vs.

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

26 Counter-Defendants.

CASE NO. A-15-729030-B

DEPT NO. XIII

**NOTICE OF ENTRY OF FINDINGS
OF FACT, CONCLUSIONS OF LAW,
AND JUDGMENT REGARDING
PUNITIVE DAMAGES**

1 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the Findings of Fact,
2 Conclusions of Law, and Judgment Regarding Punitive Damages was entered in the above entitled
3 matter on the 23rd day of September 2020, a copy of which is attached hereto.

4 DATED this 24 of September 2020.

5 **WILEY PETERSEN**

6
7 JONATHAN D. BLUM, ESQ.
8 Nevada Bar No. 09515
9 1050 Indigo Dr., Suite 200B
10 Las Vegas, Nevada 89145
11 Telephone No. (702) 910-3329
12 Facsimile: (702) 553-3467
13 jblum@wileypetersenlaw.com

14 *Attorney for Defendants/ Counter-*
15 *Claimants*

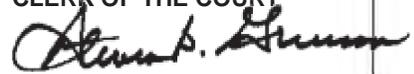
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1
2 **CERTIFICATE OF SERVICE**

3 I hereby certify that I an employee of WILEY PETERSEN, and the 24th day of
4 September 2020, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY**
5 **OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT REGARDING**
6 **PUNITIVE DAMAGES** in the following manner:

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

11
12
13 /s/ Ivette Bautista
14 An Employee of WILEY PETERSEN
15
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1 **FFCL**
2 JONATHAN D. BLUM, ESQ.
3 Nevada Bar No. 09515
4 **WILEY PETERSEN**
5 1050 Indigo Dr., Suite 200B
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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

**FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
JUDGMENT REGARDING
PUNITIVE DAMAGES**

1 7. In November, 2016, Mr. Safari and Mandana opened a bank account for Aimans
2 and are listed as its sole owners.

3 8. From late 2016 through late 2019, Mr. Safari and Mandana received significant
4 funds, on a regular basis, into the business account for Aimans. Such funds range from
5 approximately \$65,000 per year, to more than \$130,000 per year. *See Exhibit 12: PUNI01690,*
6 *Exhibit 11: PUNI01682, Exhibit 10: PUNI01672, Exhibit 9: PUNI01664, Exhibit 8: PUNI01656,*
7 *Exhibit 7: PUNI01646, Exhibit 6: PUNI01630, Exhibit 5: PUNI01614; Exhibit 73: PUNI00356,*
8 *Exhibit 73: PUNI00341; Exhibit 73: PUNI00335, Exhibit 24: PUNI01892, Exhibit 23:*
9 *PUNI01884, Exhibit 22: PUNI01876, Exhibit 21: PUNI01786, Exhibit 20: PUNI01766, Exhibit*
10 *19: PUNI01756, Exhibit 17: PUNI01736, Exhibit 16: PUNI01720, Exhibit 15: PUNI01710,*
11 *Exhibit 14: PUNI01704, Exhibit 13: PUNI01698, Exhibit 31: PUNI01064, Exhibit 28:*
12 *PUNI01056, Exhibit 86: PUNI01050, Exhibit 29: PUNI01042; Exhibit 27: PUNI01034; Exhibit*
13 *30: PUNI01028; Exhibit 32: PUNI01022; Exhibit 85: PUNI01016; Exhibit 85: PUNI01010;*
14 *Exhibit 85: PUNI01004; Exhibit 33: PUNI00998; Exhibit 26: PUNI01908; Exhibit 25:*
15 *PUNI01900.*

16 9. Mr. Safari and Mandana also received significant amounts of money into various
17 other personal bank accounts including at Wells Fargo, US Bank, Bank of America and Chase.
18 Such funds, together, total more than \$500,000 from late 2016 through late 2019. *See Exhibit*
19 *76: PUNI000397, Exhibit 110: PUNI02319, Exhibit 109: PUNI02313, Exhibit 108: PUNI02309,*
20 *Exhibit 107: PUNI02301, 106: PUNI02295, Exhibit 105: PUNI02291, Exhibit 79: PUNI00409,*
21 *Exhibit 79: PUNI00408, Exhibit 79: PUNI00410, Exhibit 104: PUNI02275, Exhibit 103:*
22 *PUNI02269, Exhibit 102: PUNI02261, Exhibit 101: PUNI02253, Exhibit 100: PUNI02247,*
23 *Exhibit 99: PUNI02241, Exhibit 79: PUNI00417, Exhibit 98: PUNI02229, Exhibit 79:*
24 *PUNI00419, Exhibit 79: PUNI00420, Exhibit 79: PUNI00421, Exhibit 79: PUNI00422, Exhibit*
25 *35: PUNI002054, Exhibit 73: PUNI00354, Exhibit 36: PUNI02042, Exhibit 73: PUNI00333,*
26 *Exhibit 89: PUNI002151; Exhibit 90: PUNI002166, Exhibit 91: PUNI002170; Exhibit 92:*
27 *PUNI002175; Exhibit 93: PUNI002184; Exhibit 94: PUNI002189, Exhibit 95: PUNI002196,*
28 *Exhibit 81: PUNI000501.*

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10. Mr. Safari is a trained petroleum engineer.

11. Mandana Zahedi is a trained medical doctor.

Culpability and Blameworthiness of the Tortfeasor

12. The Court refers to and incorporates various factual findings set forth in the 2019 Judgment that address the culpability and blameworthiness of the Tortfeasor. *See* 2019 Judgment, p. 8, ¶42 – p.24, ¶157.

13. Such findings include those related to numerous willful fraudulent schemes involving complex planning, coordination and execution, the creation of fraudulent documents and the creation of a shell company used to fool Hamid and Mohammad. *Id.*

14. Counter-defendants engaged in purposeful deceit over many years, resulting in improper acquisition of money from Hamid and Mohammad. *Id.*

15. Plaintiffs asserted claims against Hamid and Mohammad that were without merit, most of which were disposed of by summary judgment, and the rest failed at trial. *Id.* at p. 2, ¶1 – p. 6, ¶23; p. 26, ¶1 – p. 28, ¶12.

Vulnerability and Injury Suffered by the Offended Party

16. Hamid was born in 1947, and was over 60 in 2010 when the Company was formed and the frauds began.

17. Hamid is an elderly man aged 74.

18. The financial toll on Hamid related to the financial losses to him related to investments he made into Meditex were significant, including a significant portion of his savings.

19. The financial toll on Hamid related to the costs of this litigation have been significant, including a significant portion of his savings.

20. The financial toll on Mohammad related to the financial losses to him related to investments he made into Meditex were significant, including a significant portion of his savings.

1 30. With regard to the claims proven at trial against Mandana Zahedi, the claim of
2 breach of fiduciary duty supports a claim for punitive damages.³

3 31. With regard to the claims proven at trial against Nooshin Zahedi, the claim of
4 aiding and abetting breach of fiduciary duty supports an award for punitive damages.⁴

5 32. NRS 42.005(1) states,

6 [W]here it is proven by clear and convincing evidence that the defendant has been guilty
7 of oppression, fraud or malice, express or implied, the plaintiff, in addition to the
8 compensatory damages, may recover damages for the sake of example and by way of
9 punishing the defendant. Except as otherwise provided in this section or by specific
10 statute, an award of exemplary or punitive damages made pursuant to this section may
11 not exceed:

12 (a) Three times the amount of compensatory damages awarded to the plaintiff if the
13 amount of compensatory damages is \$100,000 or more....

14 33. *NRS 42.001* sets forth the key definitions as follows:

15 1. “Conscious disregard” means the knowledge of the probable harmful
16 consequences of a wrongful act and a willful and deliberate failure to act
17 to avoid those consequences.

18 2. “Fraud” means an intentional misrepresentation, deception or
19 concealment of a material fact known to the person with the intent to
20 deprive another person of his or her rights or property or to otherwise
21 injure another person.

22 3. “Malice, express or implied” means conduct which is intended to
23 injure a person or despicable conduct which is engaged in with a
24 conscious disregard of the rights or safety of others.

25 4. “Oppression” means despicable conduct that subjects a person to cruel
26 and unjust hardship with conscious disregard of the rights of the person.
27

28 ³ *Id.*

⁴ *Id.* and *In re Amerco Derivative Litig.*, 127 Nev. 196, 225, 252 P.3d 681, 702 (2011).

1 34. At trial, it was proven by clear and convincing evidence that Mr. Safari, Mandana
2 Zahedi, and Nooshin Zahedi acted with conscious disregard, malice, express or implied,
3 oppression and fraud.

4 35. Hamid and Mohammad are entitled to an award of punitive damages pursuant to
5 NRS 42.005.

6 36. The Nevada Supreme Court has established various factors for a Court to consider
7 when determining the appropriate amount of punitive damages.

8 [W]e will consider a variety of factors including ‘the financial position of the
9 defendant, culpability and blameworthiness of the tortfeasor, vulnerability and injury
10 suffered by the offended party, the extent to which the punished conduct offends the
11 public’s sense of justice and propriety, and the means which are judged necessary to
12 deter future misconduct of this kind.’ *Wohlers v. Bartgis*, 114 Nev. 1249, 1267, 969
13 P.2d 949, 962 (1998) (citing *Ace Truck v. Kahn*, 103 Nev. 503, 509-10, 746 P.2d
14 132, 136-37 (1987)). *See also, Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598,
15 614, 5 P.3d 1043, 1053 (2000).

16 37. The Court considered evidence regarding the above factors and concludes as
17 follows.

18 **The Financial Position of the Counter-Defendants**

19 38. The financial position of Counter-Defendants is reasonably strong and is such that
20 the assessment of two times compensatory damages is appropriate.

21 **Culpability and Blameworthiness of the Tortfeasor**

22 39. The culpability and blameworthiness of Counter-defendants is significant such
23 that the assessment of two times compensatory damages is appropriate.

24 **Vulnerability and Injury Suffered by the Offended Party**

25 40. Under Nevada law, an “older person” for purposes of a claim for elder abuse, is
26 someone 60 years or older. *NRS 41.1395(4)(d)*.

27 41. Hamid is an older person under Nevada law, and is considered vulnerable.

28 42. The injury suffered by Hamid and Mohammad was significant, resulting in the
loss of significant amount of money, and a significant portion of their life’s savings.

1 43. The vulnerability and injury suffered by Counter-claimants is significant such that
2 the assessment of two times compensatory damages is appropriate.

3 **The Extent to which the Punished Conduct Offends the Public's Sense of Justice and**
4 **Propriety**

5 44. The repeated and ongoing improper actions of Counter-defendants is such that it
6 offends the public's sense of justice and propriety.

7 45. Pursuant to this factor, that the assessment of two times compensatory damages is
8 appropriate.

9 **The Means which are Judged Necessary to Deter Future Misconduct of this Kind**

10 46. The assessment of two times compensatory damages is appropriate and necessary
11 to deter misconduct of this kind.

12 **Breakdown of Punitive Damages Awarded**

13 47. Punitive/ Exemplary damages are awarded to Hamid and Mohammad and assessed
14 against Mr. Safari in the amount of \$810,950.00, which is two times the compensatory
15 damages award set forth in the 2019 Judgment.⁵

16 48. Punitive/ Exemplary damages are awarded to Hamid and Mohammad and assessed
17 against Mandana Zahedi in the amount of \$223,350, which is two times the
18 compensatory damages award set forth in the 2019 Judgment.⁶

19 49. Punitive/ Exemplary damages are awarded to Hamid and Mohammad and assessed
20 against Nooshin Zahedi in the amount of \$183,400, which is two times the compensatory
21 damages award set forth in the 2019 Judgment.⁷

22 50. Post-judgment interest on the punitive damages assessed is appropriate. *Evans v. Dean*
23 *Witter Reynolds, Inc.*, 116 Nev. 598, 615, 5 P.3d 1043, 1054 (2000) (“[P]ost-judgment
24 interest should accrue on an award for punitive damages, to compensate the plaintiff for
25 the loss of the use of the money awarded in the judgment until paid.”)

26
27
28 ⁵ See 2019 Judgment, page 48, line 18.

⁶ See 2019 Judgment, page 48, line 22.

⁷ See 2019 Judgment, page 48, line 24.

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

4 **JUDGMENT**

5 This action came on for phase two of trial before the Court, Honorable Mark R. Denton,
6 District Court Judge, presiding, and the issues having been duly tried and a decision having been
7 duly rendered, IT IS HEREBY ORDERED and Adjudged that Counterclaimants Hamid
8 Modjtahed and Mohammad Mojtahed recover from the Counter-defendant Parviz Safari a.k.a.
9 Aidan Davis punitive/exemplary damages in the sum of \$810,950.00, with interest thereon at the
10 statutory rate as provided by law.

11 IT IS FURTHER ORDERED and Adjudged that Counterclaimants Hamid Modjtahed and
12 Mohammad Mojtahed recover from the Counter-defendant Mandana Zahedi punitive/exemplary
13 damages in the sum of \$223,350, with interest thereon at the statutory rate as provided by law.

14 IT IS FURTHER ORDERED and Adjudged that Counterclaimants Hamid Modjtahed and
15 Mohammad Mojtahed recover from the Counter-defendant Nooshin Zahedi punitive/exemplary
16 damages in the sum of \$183,400, with interest thereon at the statutory rate as provided by law.

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1 A final judgment, summarizing the 2019 Judgment, this Punitive Damages Judgment, as
2 well as the Court's February 26, 2020 Order granting attorneys' fees and the February 25, 2020
3 Order granting costs, as well as a calculation of interest, shall be issued separately.

4
5 DATED this 23 day of September, 2020.

6
7 
8 Judge, Eighth Judicial District Court
In and for Clark County, Nevada

8 Approved as to form and content by:

9 **FLAHIVE & ASSOCIATES**

10 By: NOT APPROVED
11 ANDREW S. FLAHIVE, ESQ.
12 Nevada Bar No. 9556
13 330 E. Warm Springs, Suite A-18
Las Vegas, NV 89119

14 *Attorneys for Plaintiffs/Counter-Defendants*

15
16 Respectfully submitted by:

17 **WILEY PETERSEN**

18 By:  8/3/20
19 JONATHAN D. BLUM, ESQ.
20 Nevada Bar No. 9515
1050 Indigo Drive, Suite 200B
Las Vegas, Nevada 89145

21 *Attorneys for Defendants/Counter-Claimants*



1 **The Powell Law Firm**
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6 tstewart@tplf.com
7 Phone: (702) 728-5500
8 Facsimile: (702) 728-5501
9 Attorneys for Plaintiffs/Counter-Defendants

6 **DISTRICT COURT**

7 **CLARK COUNTY, NEVADA**

9 PARVIZ SAFARI and MANDANA ZAHEDI,
10 individually and on behalf of MEDITEXT, LLC, a
11 Nevada limited-liability company,

11 Plaintiffs,

12 vs.

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

17 Defendants.

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

22 Counter-Claimants,

23 vs.

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

Counter-Defendants.

Case No.: A-15-729030-B
Dept No.: 13

**PLAINTIFFS'/COUNTER-
DEFENDANTS' MOTION TO ALTER
OR AMEND THE JUDGMENT AND
FOR NEW TRIAL**

HEARING REQUESTED

1 Pursuant to NRCP 52(b) and NRCP 59(a) plaintiffs/counter-defendants Parviz Safari,
2 Mandana Zahedi, and Nooshin Zahedi move to alter or amend the court’s findings and judgment
3 entered on September 23, 2020 and for a new trial. This motion is made and based upon the
4 attached memorandum of points and authorities, the pleadings and papers on file, and any oral
5 argument the court may entertain.
6

7 Dated this 21st day of October 2020.

8 THE POWELL LAW FIRM

9 /s/ Tom W. Stewart
10 Tom W. Stewart, Esq.
11 Nevada Bar No. 14280
12 8918 Spanish Ridge Ave. Ste. 100
13 Las Vegas, NV 89148
14 Attorneys for Plaintiffs

15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 **I. INTRODUCTION**

17 Following the half-day punitive damages bench trial in this dispute, the court assessed
18 nearly two million in punitive damages against plaintiffs/counterdefendants Parviz Safari, Mandana
19 Zahedi, and Nooshin Zahedi despite having only heard testimony and evidence concerning the
20 deposits into bank accounts bearing the name of plaintiffs, not the substantial expenses and
21 withdrawals from those accounts or any other liability—in other words, the court considered the
22 gross, not net, worth of the plaintiffs, which runs afoul of constitutional due process. As a result,
23 this court should alter or amend the court’s findings and judgment entered on September 23, 2020
24 and order a new trial pursuant to NRCP 52(b) and NRCP 59(a).
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1 **II. RELEVANT FACTS¹**

2 On July 15, 2020, the court conducted a half-day, punitive-damages bench trial.² At the
3 court’s suggestion, the hearing focused on plaintiffs’ financial situation.³
4 Defendant/counterclaimants Hamid and Mohammad Mojtaheds’ case in chief regarding plaintiffs’
5 financial situation focused entirely on deposits being made into bank accounts purportedly under
6 plaintiffs’ control.⁴ In seeking to establish plaintiffs’ financial situation, however, the Mojtaheds’
7 failed to offer any testimony or evidence that took into account the expenditures from the accounts,
8 or the overall liabilities of the plaintiffs, including any mortgages, car loans, or other common
9 liabilities.⁵ In other words, because the Mojtaheds considered only assets, not liabilities, the court
10 considered the gross, not net, worth of the plaintiffs, to establish plaintiffs’ financial position.⁶

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13 However, examination of the net deposits in each bank account reveals a drastically
14 different financial picture of the plaintiffs. Indeed, as detailed in the tables below, the true assets in
15 each bank account—as demonstrated by the monthly debits, checks, and service fees—are

16
17
18 ¹ The court is familiar with the basic facts and procedural history of this matter. As a result,
19 plaintiffs provide here only the facts germane to this motion.

20 ² See Findings of Fact, Conclusions of Law, and Judgment Regarding Punitive Damages, filed
21 September 23, 2020, attached as **Exhibit 1**.

22 ³ See Transcript of Proceedings Re: Non-Jury Trial, July 15, 2020, relevant portions attached as
23 **Exhibit 2**, at 14 (“THE COURT: Yeah, I think what we need to do is focus on what's really before
24 the Court today, and that's the financial situation.”); see also Exhibit 1 at 1–3.

25 ⁴ See, e.g., Exhibit 2 at 29, lines 6–7 (“MR. BLUM: . . . And on this statement from March of 2017,
26 if you look at deposits and other credits, there's 4066 that were deposited into that account.”); *id.*,
27 lines 17–18 (“Middle of the page, total deposits and other credits, \$10,563 for that month.”); *id.* at
28 30–35; 37–38.

⁵ *Id.*

⁶ See, e.g., Net worth, *Black’s Law Dictionary* (11th ed. 2019) (“A measure of one's wealth,
calculated as the excess of total assets over total liabilities.”).

1 miniscule in comparison to the figures the Mojtaheds sought to use in describing plaintiffs' net
2 worth:

Aimans Enterprises, LLC exhibits		
Trial Ex., Bates No.	Deposits	Debits/Checks/Fees ⁷
Ex. 5, PUNI 1614 ⁸	\$4,066.00	(\$4,736.04)
Ex. 5, PUNI 1632 ⁹	\$10,563.34	(\$8,551.11)
Ex. 7, PUNI 1649 ¹⁰	\$11,194.60	(\$12,882.15)
Ex. 15, PUNI 1712 ¹¹	\$11,621.33	(\$8,545.11)
Ex. 16, PUNI 1722 ¹²	\$14,929.32	(\$9,239.47)
Ex. 21, PUNI 1788 ¹³	\$66,124.95	(\$66,791.37)
Ex. 22, PUNI 1878 ¹⁴	\$9,295.36	(\$7,493.22)
Ex. 32, PUNI 1024 ¹⁵	\$12,790.12	(\$13,433.36)
Ex. 27, PUNI 1037 ¹⁶	\$26,624.83	(\$23,434.73)
Ex. 28, PUNI 1059 ¹⁷	\$9,842.30	(\$9,726.46)
TOTALS:	\$177,052.15	(\$164,833.02)

12 Thus, rather than the hundreds of thousands of dollars of net worth that the Mojtaheds
13 claimed the Aimans Enterprises LLC account demonstrated, it's clear that the business also carried
14

15 _____
16 ⁷ See compiled monthly statements showing deposits and debits for the listed Aimans Enterprises,
17 LLC trial exhibits, attached as **Exhibit 3**.

18 ⁸ See Exhibit 2 at 28–29 (Mojtaheds introducing Aimans Enterprises, LLC bank statement as
19 evidence to show net worth of plaintiffs).

20 ⁹ *Id.* at 29 (same).

21 ¹⁰ *Id.* (same).

22 ¹¹ *Id.* at 29–30 (same).

23 ¹² *Id.* at 30 (same).

24 ¹³ *Id.* (same).

25 ¹⁴ *Id.* (same).

26 ¹⁵ *Id.* (same).

27 ¹⁶ *Id.* (same).

28 ¹⁷ *Id.* (same).

1 with it significant liabilities—indeed, the accounts above show only roughly \$13,000 in profit for
2 the periods discussed during the bench trial.

3
4 The same is true for the personal bank accounts examined during the bench trial:

US Bank account exhibits		
Trial Ex., Bates No.	Deposits	Debits/Checks/Fees ¹⁸
Ex. 107, PUNI 2301 ¹⁹	\$15,239.37	(\$13,604.72)
Ex. 102, PUNI 2261 ²⁰	\$21,066.32	(\$12,032.53)
Ex. 98, PUNI 2229 ²¹	\$19,120.00	(\$11,957.70)
TOTALS	\$55,425.69	(\$37,594.95)

Chase Bank account exhibits		
Trial Ex., Bates No.	Deposits	Debits/Checks/Fees
Ex. 94, PUNI 2189 ²²	\$29,868.00	(\$29,205.00)
Ex. 95, PUNI 2196 ²³	\$9,865.00	(\$1,063.91)
TOTALS:	\$39,733.00	(\$30,268.91)

Bank of America account exhibits		
Trial Ex., Bates No.	Deposits	Debits/Checks/Fees
Ex. 73, PUNI 340 ²⁴	\$8,099.03	(\$9,358.38)
Ex. 73, PUNI 333 ²⁵	\$13,220.35	(\$11,824.42)
Ex. 36, PUNI 2042 ²⁶	\$10,533.66	(\$11,086.78)
TOTALS:	\$31,853.04	(\$32,269.58)

17
18
19 ¹⁸ See compiled monthly statements showing deposits and debits for the listed personal bank
account trial exhibits, attached as **Exhibit 4**.

20 ¹⁹ *Id.* at 32 (personal US Bank accounts used to show net worth).

21 ²⁰ *Id.* (same).

22 ²¹ *Id.* (same).

23 ²² *Id.* at 34 (Chase Bank accounts used to show net worth).

24 ²³ *Id.* (same).

25 ²⁴ *Id.* at 38 (Bank of America accounts used to show net worth).

26 ²⁵ *Id.* (same).

27 ²⁶ *Id.* (same).

1 Plaintiffs’ personal bank accounts show either modest profits for the periods relied upon in
2 the punitive damages hearing or, as is the case with the Bank of America account, show a loss.
3 Importantly, these tables rebut only the exhibits discussed during the bench trial—a new bench trial
4 pursuant to NRCP 59 would allow plaintiffs to rebut the entirety of the banking records at issue
5 here, in addition to providing the court evidence of their other liabilities.
6

7 On September 23, 2020, the court entered its order entering punitive damages against
8 plaintiffs.²⁷ In that order, the court exclusively relies on the deposits, with no mention of plaintiffs’
9 liabilities, as its basis for assessing punitive damages.²⁸ Having considered only the influx of
10 money, and not the outflow, the court assessed \$810,950.00 in punitive damages against Parviz
11 Safari, \$223,350 against Mandana Zahedi, and \$183,400 against Nooshin Zahedi.²⁹
12

13 **III. ARGUMENT**

14 **A. THE COURT SHOULD ORDER A NEW TRIAL OR AMEND ITS FINDINGS** 15 **AND DIRECT ENTRY OF A NEW JUDGMENT PURSUANT TO NRCP 52(b)** 16 **AND NRCP 59.**

17 Once a final judgment has been entered in a bench trial, the court is provided several
18 procedural mechanisms to correct plain errors in the judgment’s factual findings and clearly
19 erroneous legal conclusions: the court “may amend its findings—or make additional findings—and
20 may amend the judgment accordingly;”³⁰ the court may “open the judgment if one has been entered,
21 take additional testimony, amend findings of fact and conclusions of law or make new findings and
22

23 ²⁷ See, e.g., Exhibit 1 at 3, lines 3–15 (“[plaintiffs] received significant funds into the business
24 account for Aimans.”); *id.*, lines 16–28 (“[plaintiffs] also received significant amounts of money
25 into various other personal bank accounts. . .”).

26 ²⁸ See *id.*

27 ²⁹ *Id.*

28 ³⁰ NRCP 52(b).

1 conclusions, and direct the entry of a new judgment;”³¹ and the court may “grant a new trial on all
2 or some of the issues—and to any party—for . . . [an] error in law occurring at the trial and objected
3 to by the party making the motion.”³² Each is appropriate here.
4

5 The court should alter or amend its factual findings when, as here, “the initial decision was
6 clearly erroneous or manifestly unjust.”³³ Indeed, although factual findings of a court are rarely
7 disturbed, motions to amend those findings under NRCP 52(b) should be granted when, as here,
8 “upon all the evidence, it is clear that a wrong conclusion has been reached.”³⁴
9

10 Similarly, relief is appropriate under NRCP 59(a) and (e) when the moving party
11 “demonstrate[s] that the motion is necessary to correct manifest errors of law or fact upon which the
12 judgment is based.”³⁵ Further, when one of NRCP 59(a)’s new-trial grounds has been established,
13 the court should grant relief if, as here, the established ground has “materially affect[ed] the
14 substantial rights of [the] aggrieved party” sufficient to warrant a new trial.³⁶
15

16 A motion to alter or amend judgment is available in four basic situations:

17 (1) when the motion is necessary to correct manifest errors of law or
18 fact upon which the judgment rests; (2) when the motion is
19 necessary to present newly discovered or previously unavailable
20 evidence; (3) when the motion is necessary to prevent manifest

21 ³¹ NRCP 59(a)(2).

22 ³² NRCP 59(a)(1)(G).

23 ³³ *Wilson v. Biomat USA, Inc.*, WL 4498224, at *2 (D. Nev. Sept. 28, 2012) (citing *Nunes v.*
24 *Ashcroft*, 375 F.3d 805, 807–08 (9th Cir. 2004)) (analyzing federal analog).

25 ³⁴ *Brechan v. Scott*, 92 Nev. 633, 634, 555 P.2d 1230, 1230 (1976) (citing *Seyden v. Frade*, 88 Nev.
26 174, 177, 494 P.2d 1281, 1283 (1972)).

27 ³⁵ 11 Wright & Miller, *Fed. Prac. & Proc. Civ.* § 2810.1 (3d ed.) (interpreting federal analog).

28 ³⁶ *Pizarro-Ortega v. Cervantes-Lopez*, 133 Nev. 261, 263–64, 396 P.3d 783, 786 (2017) (quoting
NRCP 59(a)).

1 injustice; and (4) when the amendment is justified by an intervening
2 change in controlling law.³⁷

3 Ultimately, however, the district court can grant a new trial under NRCP 59 on any
4 ground necessary to prevent a miscarriage of justice.³⁸

5 Although state courts have discretion over the imposition of punitive damages, the due
6 process clause of the Fourteenth Amendment “prohibits grossly excessive or arbitrary punitive
7 damage awards.”³⁹ Further, statute allows examination of the financial condition of the part
8 against whom punitive damages are sought.⁴⁰ To establish a party’s financial condition and
9 support an award of punitive damages, the party seeking punitive damages must generally supply
10 “evidence of [the other party’s] net worth, not gross assets.”⁴¹ In most cases, “evidence of earnings
11 or profit alone are not sufficient without examining the liabilities side of the balance sheet.”⁴²
12 Evidence of the profits gained by defendant is alone inadequate as “it gives only the assets without
13 the liabilities.”⁴³ “[I]n examining assets without examining liabilities,” or without “evidence of the
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20 ³⁷ *Stevo Design, Inc. v. SER Marketing Ltd.*, 919 F. Supp. 2d 1112, 1117 (D. Nev. 2013) (citing
Allstate Insurance Co. v. Herron, 634 F.3d 1101, 1111 (9th Cir. 2011)).

21 ³⁸ *See Murphy v. City of Long Beach*, 914 F.2d 183, 187 (9th Cir. 1990).

22 ³⁹ *Bongiovi v. Sullivan*, 122 Nev. 556, 582, 138 P.3d 433,451 (2006).

23 ⁴⁰ *See* NRS 42.005(4).

24 ⁴¹ *Viasphere International, Inc. v. Vardanyan*, 2017 WL 1065191 (N.D. Cal. Mar. 21, 2017); *see*
25 *also Boyle v. Lorimar Prods.*, 13 F.3d 1357, 1360-61 (9th Cir. 1994).

26 ⁴² *Embotelladora Electropura S.A. de C.V. v. Accutek Packaging Equip. Co., Inc.*, 2020 WL
27 730921, at *13 (S.D. Cal. Feb. 13, 2020)

28 ⁴³ *Id.*

1 entire financial picture,” courts run the risk of “crippling or destroying the [party subject to punitive
2 damages].”⁴⁴

3 Here, the court imposed millions of dollars in punitive damages without having an
4 opportunity to examine the true nature of plaintiffs’ financial situation. Indeed, the Mojtaheds
5 offered, at best, a glimpse into certain gross assets plaintiffs received over a several year period; the
6 Mojtaheds did not, however, provide any explanation of any of plaintiffs’ liabilities. That renders
7 the court’s findings regarding punitive damages manifestly unjust. The imposition of such hefty
8 punitive damages after being given only sliver of the relevant information demonstrates that the
9 court should amend its findings regarding the financial status of plaintiffs—namely, Findings of
10 Fact No. 5 through No. 9—under NRCP 52(b) because, “upon all the evidence,”—including
11 evidence that was admitted and considered by the court during the bench trial—“it is clear that a
12 wrong conclusion has been reached.”⁴⁵

13 Further, the conclusions of law based upon the erroneous presentation of plaintiffs’ true
14 financial status—a presentation that failed to “examin[e] the liabilities side of the [plaintiffs’]
15 balance sheet”⁴⁶—require amendment under NRCP 59(a) because such amendment is “necessary to
16 correct manifest errors of law or fact upon which the judgment is based.”⁴⁷ Indeed, as many courts
17 have recognized, the party seeking punitive damages must generally supply “evidence of [the other
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23 ⁴⁴ *Kelly v. Haag*, 145 Cal. App. 4th 910, 915, 2006 WL 3386863 (Cal. Ct. App. 2006).

24 ⁴⁵ *Brechan v. Scott*, 92 Nev. 633, 634, 555 P.2d 1230, 1230 (1976) (citing *Seyden v. Frade*, 88 Nev.
25 174, 177, 494 P.2d 1281, 1283 (1972)).

26 ⁴⁶ *Embotelladora Electropura S.A. de C.V. v. Accutek Packaging Equip. Co., Inc.*, 2020 WL
27 730921, at *13 (S.D. Cal. Feb. 13, 2020).

28 ⁴⁷ 11 Wright & Miller, *Fed. Prac. & Proc. Civ.* § 2810.1 (3d ed.) (interpreting federal analog).

1 party's] net worth, not gross assets"⁴⁸ to satisfy constitutional due process concerns. This court
2 should amend its conclusions of law—namely, Conclusion of Law No. 38—to reflect that the bank
3 account testimony and evidence adduced during trial did not demonstrate that plaintiffs' financial
4 position supported an award of punitive damages.

5
6 Finally, the court should “open the judgment . . . , take additional testimony, amend findings
7 of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new
8 judgment”⁴⁹ based upon the manifest errors of fact and law occurring during the punitive damages
9 bench trial which “materially affect[ed] the substantial rights of” plaintiffs.⁵⁰ Indeed, to do
10 otherwise—to assess massive punitive damages without “evidence of the entire financial
11 picture,”—would be to impermissibly fiscally “cripple[e] or destroy[.]”⁵¹ plaintiffs. That runs
12 contrary to constitutional due process requirements; as a result, in addition to amending the factual
13 findings and legal conclusions of the September 23, 2020 final judgment, this Court should afford
14 plaintiffs relief pursuant to NRCP 59(a)(2) by ordering a new punitive damages bench-trial.
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24 ⁴⁸ *Viasphere International, Inc. v. Vardanyan*, 2017 WL 1065191 (N.D. Cal. Mar. 21, 2017); *see*
25 *also Boyle v. Lorimar Prods.*, 13 F.3d 1357, 1360-61 (9th Cir. 1994).

26 ⁴⁹ NRCP 59(a)(2).

27 ⁵⁰ NRCP 59(a)(1).

28 ⁵¹ *Kelly v. Haag*, 145 Cal. App. 4th 910, 915, 2006 WL 3386863 (Cal. Ct. App. 2006).

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IV. CONCLUSION

Based on the foregoing, plaintiffs/counterdefendants Parviz Safari, Mandana Zahedi, and Nooshin Zahedi respectfully request the court alter or amend the court’s findings and judgment entered on September 23, 2020 and order a new trial pursuant to NRCP 52(b) and NRCP 59(a).

Dated this 21st day of October 2020.

THE POWELL LAW FIRM

/s/ Tom W. Stewart
Tom W. Stewart, Esq. (14280)
8918 Spanish Ridge Ave. Ste. 100
Las Vegas, NV 89148
Attorneys for Plaintiffs

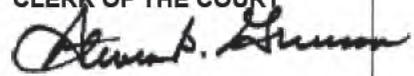
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CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that on the 21st day of October, 2020, **PLAINTIFFS'/COUNTER-DEFENDANTS' MOTION TO ALTER OR AMEND THE JUDGMENT AND FOR NEW TRIAL** was served via electronic service to all counsel of record currently signed up for electronic service.

/s/ Tom W. Stewart
An Employee of THE POWELL LAW FIRM

Exhibit 1



1 **FFCL**
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3 Nevada Bar No. 09515
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6 Las Vegas, Nevada 89145
7 Telephone No.: (702) 910-3329
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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

**FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
JUDGMENT REGARDING
PUNITIVE DAMAGES**

1 7. In November, 2016, Mr. Safari and Mandana opened a bank account for Aimans
2 and are listed as its sole owners.

3 8. From late 2016 through late 2019, Mr. Safari and Mandana received significant
4 funds, on a regular basis, into the business account for Aimans. Such funds range from
5 approximately \$65,000 per year, to more than \$130,000 per year. *See Exhibit 12: PUNI01690,*
6 *Exhibit 11: PUNI01682, Exhibit 10: PUNI01672, Exhibit 9: PUNI01664, Exhibit 8: PUNI01656,*
7 *Exhibit 7: PUNI01646, Exhibit 6: PUNI01630, Exhibit 5: PUNI01614; Exhibit 73: PUNI00356,*
8 *Exhibit 73: PUNI00341; Exhibit 73: PUNI00335, Exhibit 24: PUNI01892, Exhibit 23:*
9 *PUNI01884, Exhibit 22: PUNI01876, Exhibit 21: PUNI01786, Exhibit 20: PUNI01766, Exhibit*
10 *19: PUNI01756, Exhibit 17: PUNI01736, Exhibit 16: PUNI01720, Exhibit 15: PUNI01710,*
11 *Exhibit 14: PUNI01704, Exhibit 13: PUNI01698, Exhibit 31: PUNI01064, Exhibit 28:*
12 *PUNI01056, Exhibit 86: PUNI01050, Exhibit 29: PUNI01042; Exhibit 27: PUNI01034; Exhibit*
13 *30: PUNI01028; Exhibit 32: PUNI01022; Exhibit 85: PUNI01016; Exhibit 85: PUNI01010;*
14 *Exhibit 85: PUNI01004; Exhibit 33: PUNI00998; Exhibit 26: PUNI01908; Exhibit 25:*
15 *PUNI01900.*

16 9. Mr. Safari and Mandana also received significant amounts of money into various
17 other personal bank accounts including at Wells Fargo, US Bank, Bank of America and Chase.
18 Such funds, together, total more than \$500,000 from late 2016 through late 2019. *See Exhibit*
19 *76: PUNI000397, Exhibit 110: PUNI02319, Exhibit 109: PUNI02313, Exhibit 108: PUNI02309,*
20 *Exhibit 107: PUNI02301, 106: PUNI02295, Exhibit 105: PUNI02291, Exhibit 79: PUNI00409,*
21 *Exhibit 79: PUNI00408, Exhibit 79: PUNI00410, Exhibit 104: PUNI02275, Exhibit 103:*
22 *PUNI02269, Exhibit 102: PUNI02261, Exhibit 101: PUNI02253, Exhibit 100: PUNI02247,*
23 *Exhibit 99: PUNI02241, Exhibit 79: PUNI00417, Exhibit 98: PUNI02229, Exhibit 79:*
24 *PUNI00419, Exhibit 79: PUNI00420, Exhibit 79: PUNI00421, Exhibit 79: PUNI00422, Exhibit*
25 *35: PUNI002054, Exhibit 73: PUNI00354, Exhibit 36: PUNI02042, Exhibit 73: PUNI00333,*
26 *Exhibit 89: PUNI002151; Exhibit 90: PUNI002166, Exhibit 91: PUNI002170; Exhibit 92:*
27 *PUNI002175; Exhibit 93: PUNI002184; Exhibit 94: PUNI002189, Exhibit 95: PUNI002196,*
28 *Exhibit 81: PUNI000501.*

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10. Mr. Safari is a trained petroleum engineer.

11. Mandana Zahedi is a trained medical doctor.

Culpability and Blameworthiness of the Tortfeasor

12. The Court refers to and incorporates various factual findings set forth in the 2019 Judgment that address the culpability and blameworthiness of the Tortfeasor. *See* 2019 Judgment, p. 8, ¶42 – p.24, ¶157.

13. Such findings include those related to numerous willful fraudulent schemes involving complex planning, coordination and execution, the creation of fraudulent documents and the creation of a shell company used to fool Hamid and Mohammad. *Id.*

14. Counter-defendants engaged in purposeful deceit over many years, resulting in improper acquisition of money from Hamid and Mohammad. *Id.*

15. Plaintiffs asserted claims against Hamid and Mohammad that were without merit, most of which were disposed of by summary judgment, and the rest failed at trial. *Id.* at p. 2, ¶1 – p. 6, ¶23; p. 26, ¶1 – p. 28, ¶12.

Vulnerability and Injury Suffered by the Offended Party

16. Hamid was born in 1947, and was over 60 in 2010 when the Company was formed and the frauds began.

17. Hamid is an elderly man aged 74.

18. The financial toll on Hamid related to the financial losses to him related to investments he made into Meditex were significant, including a significant portion of his savings.

19. The financial toll on Hamid related to the costs of this litigation have been significant, including a significant portion of his savings.

20. The financial toll on Mohammad related to the financial losses to him related to investments he made into Meditex were significant, including a significant portion of his savings.

1 30. With regard to the claims proven at trial against Mandana Zahedi, the claim of
2 breach of fiduciary duty supports a claim for punitive damages.³

3 31. With regard to the claims proven at trial against Nooshin Zahedi, the claim of
4 aiding and abetting breach of fiduciary duty supports an award for punitive damages.⁴

5 32. NRS 42.005(1) states,

6 [W]here it is proven by clear and convincing evidence that the defendant has been guilty
7 of oppression, fraud or malice, express or implied, the plaintiff, in addition to the
8 compensatory damages, may recover damages for the sake of example and by way of
9 punishing the defendant. Except as otherwise provided in this section or by specific
10 statute, an award of exemplary or punitive damages made pursuant to this section may
11 not exceed:

12 (a) Three times the amount of compensatory damages awarded to the plaintiff if the
13 amount of compensatory damages is \$100,000 or more....

14 33. NRS 42.001 sets forth the key definitions as follows:

15 1. "Conscious disregard" means the knowledge of the probable harmful
16 consequences of a wrongful act and a willful and deliberate failure to act
17 to avoid those consequences.

18 2. "Fraud" means an intentional misrepresentation, deception or
19 concealment of a material fact known to the person with the intent to
20 deprive another person of his or her rights or property or to otherwise
21 injure another person.

22 3. "Malice, express or implied" means conduct which is intended to
23 injure a person or despicable conduct which is engaged in with a
24 conscious disregard of the rights or safety of others.

25 4. "Oppression" means despicable conduct that subjects a person to cruel
26 and unjust hardship with conscious disregard of the rights of the person.
27

28 ³ *Id.*

⁴ *Id.* and *In re Amerco Derivative Litig.*, 127 Nev. 196, 225, 252 P.3d 681, 702 (2011).

1 34. At trial, it was proven by clear and convincing evidence that Mr. Safari, Mandana
2 Zahedi, and Nooshin Zahedi acted with conscious disregard, malice, express or implied,
3 oppression and fraud.

4 35. Hamid and Mohammad are entitled to an award of punitive damages pursuant to
5 NRS 42.005.

6 36. The Nevada Supreme Court has established various factors for a Court to consider
7 when determining the appropriate amount of punitive damages.

8 [W]e will consider a variety of factors including ‘the financial position of the
9 defendant, culpability and blameworthiness of the tortfeasor, vulnerability and injury
10 suffered by the offended party, the extent to which the punished conduct offends the
11 public’s sense of justice and propriety, and the means which are judged necessary to
12 deter future misconduct of this kind.’ *Wohlens v. Bartgis*, 114 Nev. 1249, 1267, 969
13 P.2d 949, 962 (1998) (citing *Ace Truck v. Kahn*, 103 Nev. 503, 509-10, 746 P.2d
14 132, 136-37 (1987)). *See also, Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598,
15 614, 5 P.3d 1043, 1053 (2000).

16 37. The Court considered evidence regarding the above factors and concludes as
17 follows.

18 **The Financial Position of the Counter-Defendants**

19 38. The financial position of Counter-Defendants is reasonably strong and is such that
20 the assessment of two times compensatory damages is appropriate.

21 **Culpability and Blameworthiness of the Tortfeasor**

22 39. The culpability and blameworthiness of Counter-defendants is significant such
23 that the assessment of two times compensatory damages is appropriate.

24 **Vulnerability and Injury Suffered by the Offended Party**

25 40. Under Nevada law, an “older person” for purposes of a claim for elder abuse, is
26 someone 60 years or older. *NRS 41.1395(4)(d)*.

27 41. Hamid is an older person under Nevada law, and is considered vulnerable.

28 42. The injury suffered by Hamid and Mohammad was significant, resulting in the
loss of significant amount of money, and a significant portion of their life’s savings.

1 43. The vulnerability and injury suffered by Counter-claimants is significant such that
2 the assessment of two times compensatory damages is appropriate.

3 **The Extent to which the Punished Conduct Offends the Public's Sense of Justice and**
4 **Propriety**

5 44. The repeated and ongoing improper actions of Counter-defendants is such that it
6 offends the public's sense of justice and propriety.

7 45. Pursuant to this factor, that the assessment of two times compensatory damages is
8 appropriate.

9 **The Means which are Judged Necessary to Deter Future Misconduct of this Kind**

10 46. The assessment of two times compensatory damages is appropriate and necessary
11 to deter misconduct of this kind.

12 **Breakdown of Punitive Damages Awarded**

13 47. Punitive/ Exemplary damages are awarded to Hamid and Mohammad and assessed
14 against Mr. Safari in the amount of \$810,950.00, which is two times the compensatory
15 damages award set forth in the 2019 Judgment.⁵

16 48. Punitive/ Exemplary damages are awarded to Hamid and Mohammad and assessed
17 against Mandana Zahedi in the amount of \$223,350, which is two times the
18 compensatory damages award set forth in the 2019 Judgment.⁶

19 49. Punitive/ Exemplary damages are awarded to Hamid and Mohammad and assessed
20 against Nooshin Zahedi in the amount of \$183,400, which is two times the compensatory
21 damages award set forth in the 2019 Judgment.⁷

22 50. Post-judgment interest on the punitive damages assessed is appropriate. *Evans v. Dean*
23 *Witter Reynolds, Inc.*, 116 Nev. 598, 615, 5 P.3d 1043, 1054 (2000) (“[P]ost-judgment
24 interest should accrue on an award for punitive damages, to compensate the plaintiff for
25 the loss of the use of the money awarded in the judgment until paid.”)

26
27
28 ⁵ See 2019 Judgment, page 48, line 18.

⁶ See 2019 Judgment, page 48, line 22.

⁷ See 2019 Judgment, page 48, line 24.

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

4 **JUDGMENT**

5 This action came on for phase two of trial before the Court, Honorable Mark R. Denton,
6 District Court Judge, presiding, and the issues having been duly tried and a decision having been
7 duly rendered, IT IS HEREBY ORDERED and Adjudged that Counterclaimants Hamid
8 Modjtahed and Mohammad Mojtahed recover from the Counter-defendant Parviz Safari a.k.a.
9 Aidan Davis punitive/exemplary damages in the sum of \$810,950.00, with interest thereon at the
10 statutory rate as provided by law.

11 IT IS FURTHER ORDERED and Adjudged that Counterclaimants Hamid Modjtahed and
12 Mohammad Mojtahed recover from the Counter-defendant Mandana Zahedi punitive/exemplary
13 damages in the sum of \$223,350, with interest thereon at the statutory rate as provided by law.

14 IT IS FURTHER ORDERED and Adjudged that Counterclaimants Hamid Modjtahed and
15 Mohammad Mojtahed recover from the Counter-defendant Nooshin Zahedi punitive/exemplary
16 damages in the sum of \$183,400, with interest thereon at the statutory rate as provided by law.

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1 A final judgment, summarizing the 2019 Judgment, this Punitive Damages Judgment, as
2 well as the Court's February 26, 2020 Order granting attorneys' fees and the February 25, 2020
3 Order granting costs, as well as a calculation of interest, shall be issued separately.

4
5 DATED this 23 day of September, 2020.

6
7 
8 Judge, Eighth Judicial District Court
9 In and for Clark County, Nevada

8 Approved as to form and content by:

9 **FLAHIVE & ASSOCIATES**

10
11 By: NOT APPROVED
12 ANDREW S. FLAHIVE, ESQ.
13 Nevada Bar No. 9556
14 330 E. Warm Springs, Suite A-18
15 Las Vegas, NV 89119

14 *Attorneys for Plaintiffs/Counter-Defendants*

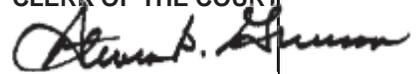
15
16 Respectfully submitted by:

17 **WILEY PETERSEN**

18 By:  8/3/20
19 JONATHAN D. BLUM, ESQ.
20 Nevada Bar No. 9515
21 1050 Indigo Drive, Suite 200B
22 Las Vegas, Nevada 89145

21 *Attorneys for Defendants/Counter-Claimants*

Exhibit 2



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DISTRICT COURT
CLARK COUNTY, NEVADA

MEDITEX, LLC,)	
)	
Plaintiff(s),)	Case No. A-15-729030-B
vs.)	DEPT. XIII
HAMID MODJTAHED,)	
)	
Defendant(s).)	

BEFORE THE HONORABLE MARK R. DENTON,
DISTRICT COURT JUDGE

WEDNESDAY, JULY 15, 2020

**TRANSCRIPT OF PROCEEDINGS RE:
NON-JURY TRIAL
(Via Audio Via BlueJeans)**

APPEARANCES:

For the Plaintiff(s): ANDREW SCOTT FLAHIVE, ESQ.

For the Defendant(s): JONATHAN D. BLUM, ESQ.

RECORDED BY: JENNIFER GEROLD, COURT RECORDER

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INDEX

Page #

Opening Statement for the Defendant	9
Opening Statement for the Plaintiff	19

WITNESSES

FOR THE DEFENDANT:

MOHAMMAD MOJTAHED

Direct Examination	39
Cross-Examination	48
Redirect Examination	64

Closing Argument for the Defendant	67
Closing Argument for the Plaintiff	71
Rebuttal Closing Argument for the Defendant	72

EXHIBITS

FOR THE DEFENDANT:

Exhibit No. 1	25
Exhibit No. 3	25
Exhibit No. 48	25
Exhibit No. 56	26
Exhibit Nos. 79, and 98 through 110	31
Exhibit No. 111	33
Exhibit No. 80	34
Exhibit Nos. 89 through 95	34
Exhibit Nos. 35, 36, and 73	38

1 MR. BLUM: I can skip ahead.

2 THE COURT: Yeah, I think what we need to do is focus on
3 what's really before the Court today, and that's the financial
4 situation. I think --

5 MR. BLUM: Okay.

6 THE COURT: -- the Court's already determined punitive
7 damages and what you're stating has been established in the
8 record.

9 MR. BLUM: Okay. Thank you, Your Honor. I'll move on.

10 Your Honor, if I may, I just want to touch on the other
11 factors. You have mentioned financial position of the defendant,
12 which is the first factor. I just mentioned two of them, culpability
13 and blameworthiness, and the extent to which the punished
14 conduct defends the public's sense of justice and propriety.

15 There's two additional factors that the Court should
16 consider under those cases. One is vulnerability and injury suffered
17 by the offended party, which we will also touch on. And the last
18 one, the means which are judged necessary to deter future
19 misconduct of this kind.

20 I'll now turn to Defendants' financial position and shortly
21 get into some of the documents that we'd want to present. Like I
22 mentioned earlier, they're likely going to claim ongoing financial
23 distress, lack of income, disability, and so forth. But the documents
24 that we'll present today do not support that. Both of them have
25 numerous sources of ongoing income and have earned substantial

1 MR. BLUM: I'm going to point out a couple of things on
2 this page. One, it's directed to Aimans Enterprises, LLC, and it's
3 to -- what the evidence showed at trial is 2514 Breezy Cove Avenue
4 in Henderson, which was Mr. Safari and Mandana Zahedi's home
5 address, at least for some portion of time, if not their relatives. And
6 on this statement from March of 2017, if you look at deposits and
7 other credits, there's 4066 that were deposited into that account.
8 So --

9 MR. FLAHIVE: I am very sorry. Mr. Blum, can you repeat
10 what the PUNI number was?

11 MR. BLUM: Sure. 1614. Exhibit --

12 MR. FLAHIVE: 1614. Thank you, sir.

13 MR. BLUM: Sure.

14 The next one is Exhibit 6, and that's PUNI-1632. And in
15 the middle of the page, what you're -- Your Honor, are you there?

16 THE COURT: Yes.

17 MR. BLUM: Middle of the page, total deposits and other
18 credits, \$10,563 for that month.

19 The next statement is Exhibit 7, Bates 1649. And towards
20 the top, total deposits \$11,194.

21 I'm going to skip some months, we're going to -- I'm
22 sorry, Your Honor, are you there or were you there?

23 THE COURT: Yes.

24 MR. BLUM: Exhibit 15. This is for January 2018, Bates
25 PUNI-1712. In the middle of the page, the total deposits and other

1 credits for that month, \$11,621.

2 The next Exhibit 16 for February 2018, Bates PUNI-1722.

3 Total deposits and other credits, \$14,929.

4 Are you there, Your Honor?

5 THE COURT: Yes.

6 MR. BLUM: I'm going to skip some months. June 2018,
7 this is Exhibit 21, Bates PUNI-1788. Total deposits and other credits
8 for that month, \$66,124.

9 Next, Exhibit 22, PUNI-1878, this is for August 2018. Total
10 deposits and other credits, \$9,295 for that month.

11 So we looked at various months in 2017 and 2018, which
12 includes the year of his accident and the year after his accident.
13 And there's significant money coming into this business account.

14 Next, let's turn to 2019, if we can go to Exhibit 32, please,
15 Bates PUNI-1024. The total of deposits and other credits for that
16 month are \$12,790.

17 Moving to July 2019, that's Exhibit 27, Bates PUNI-1037.
18 And towards the top of that page, total deposits and other
19 credits, \$26,624.

20 And the final one for this account that we'll review is for
21 October 2019, that's in Exhibit 28, Bates PUNI-1059. And in the
22 middle of that page, total deposits and other credits for that
23 month, \$9,842.

24 So as I summarized earlier, from November 2017 to
25 October 2018, coming up on the two years after his accident, that

1 company brought in \$132,789. And the following year,
2 November 2018 to November 2019, \$82,282. So the company was
3 clearly making substantial money in 2018 and 2019.

4 The next account that I'd like to review is a joint personal
5 account between Mr. Safari and his wife at US Bank. And that
6 starts on Exhibit 107, Proposed Exhibit 107.

7 THE COURT: Is this referenced in one of the custodian of
8 records' affidavits?

9 MR. BLUM: Yes, Your Honor.

10 THE COURT: Okay. So --

11 MR. BLUM: This is Exhibit 111.

12 THE COURT: Okay. Do you want to identify the exhibits
13 that are referenced in that custodian of records affidavit that
14 pertains to --

15 MR. BLUM: Yes, Your Honor.

16 THE COURT: -- US Bank?

17 MR. BLUM: Yes. They are Exhibit 79, and then 98
18 through 110.

19 THE COURT: Okay.

20 MR. BLUM: Those are all regarding US Bank
21 account 9224.

22 THE COURT: All right. Having been attached to the
23 custodian of records affidavit, the custodian of records affidavit
24 having been admitted, they're admitted with it.

25 [Defendant's Exhibit Numbers 79, and 98 through 110.]

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MR. BLUM: Thank you, Your Honor.

Exhibit 107, Bates 2301, this is December 2017.

THE COURT: Which one? 107?

MR. BLUM: 107, Bates 2301, PUNI-2301.

THE COURT: Okay.

MR. BLUM: Towards the bottom on the left side,
deposits/credits \$15,239. Again, I'll point out that these are going to
Mr. Safari and his wife at the Breezy Cove address.

We'll jump ahead to August 2018, Exhibit 102, Bates 2261.

THE COURT: Which one are you looking at, counsel?

MR. BLUM: Exhibit 102, Bates PUNI-2261.

THE COURT: Okay.

MR. BLUM: Let me know when you're there, please, Your
Honor.

THE COURT: I'm there.

MR. BLUM: Towards the middle on the left side,
deposits/credits for that month, \$21,066.

Next, we'll jump ahead to January 2019, that's in
Exhibit 98.

THE COURT: All right.

MR. BLUM: And that's Bates PUNI-2229. And that
account had deposits/credits, towards the bottom left, 19,120.

And we totaled up September 2017 to May 2019 there and
got --

THE COURT: It's been pointed out to me that the

1 custodian of records affidavit that pertains to the US Bank account
2 is Proposed Exhibit 77.

3 Correct?

4 MR. BLUM: No, Your Honor. Actually, there was some
5 confusion on my part yesterday. That Exhibit 77, which is listed as
6 a custodian of records affidavit, is simply the cover letter that
7 accompanied the documents. If you look at Exhibit 111, it starts
8 with an e-mail thread from yesterday, actually, where I e-mailed the
9 custodian of records and said all I have is a letter, I thought you had
10 a custodian of records affidavit. She said, We only give those upon
11 request. And if you turn two pages, to PUNI-2407, she sent a formal
12 affidavit yesterday, which we put into the evidence.

13 THE COURT: All right. 111, I'm told, is --

14 THE COURT CLERK: Either way, the affidavit isn't
15 admitted, Mr. Blum. That's all I was trying to point out.

16 MR. BLUM: Your Honor, I move to admit the affidavit.
17 The e-mailed -- the two e-mails or two pages of e-mails that are the
18 first two pages of Exhibit 1 -- Proposed Exhibit 111 are just the --

19 THE COURT: Okay. And the affidavit is at 2407, correct?

20 MR. BLUM: Correct, Your Honor.

21 THE COURT: All right. It's admitted.

22 [Defendant's Exhibit Number 111 admitted.]

23 MR. BLUM: Thank you, Your Honor.

24 The next bank that we want to address is a Chase account
25 ending in 1085. This -- would you like to start with the exhibits or

1 the custodian of records on this one, Your Honor?

2 THE COURT: Just reference which one it is.

3 MR. BLUM: So the custodian of records for this is
4 Exhibit 80, and it's PUNI-424 to 426.

5 THE COURT: Okay. Exhibit -- Proposed Exhibit 80 is the
6 custodian of records affidavit, is that what you said?

7 MR. BLUM: Correct, Your Honor.

8 THE COURT: Okay. I don't see that as having been
9 admitted yet.

10 MR. BLUM: No, Your Honor. I'd move to admit it.

11 THE COURT: All right. And that pertains to Chase Bank?

12 MR. BLUM: Right. Chase Bank, and the account we're
13 focusing ends in 1085.

14 THE COURT: All right. It's admitted.

15 [Defendant's Exhibit Number 80 admitted.]

16 MR. BLUM: And the range of statements that we're going
17 to look at that are supported by that custodian of records affidavit
18 are Exhibits 89 through 95, and we'd move to admit those as well.

19 THE COURT: All right. They're admitted.

20 [Defendant's Exhibit Numbers 89 through 95 admitted.]

21 MR. BLUM: This is -- the first exhibit of statements is
22 Exhibit 94, Bates 2189.

23 THE COURT: All right.

24 MR. BLUM: This is a bank account, as you can see on that
25 page, that's shared between Mandana Zahedi and her sister,

1 Nooshin Zahedi. And it went to the Cactus Avenue address, which I
2 believe is the residence at the time. The deposits and additions for
3 this statement of February 2018 is \$29,868.

4 Exhibit 95 is for March of 2018. Exhibit 95, Bates
5 PUNI-2196. That account received \$9,865 in deposits and additions.
6 And those are the only ones we're going to highlight within those --
7 within that bank account.

8 I'll point one final or two final exhibits. These are in an
9 account we already looked at, the Aimans Enterprises account. And
10 Exhibit 85, please, Your Honor.

11 THE COURT: All right.

12 MR. BLUM: I believe that's already been admitted.

13 THE COURT: Yes.

14 MR. BLUM: And I want to look at Bates PUNI -- well, first,
15 PUNI-1004. This is a statement dated February 2019. On
16 PUNI-1007, there's an entry on 2/26/19 for -- I wrote down \$399. Oh,
17 it's at the bottom, Your Honor, last entry. It's \$399 for an entity
18 called UWorld, and hold that thought, let's look at one more exhibit,
19 Exhibit 69. Same account a few months later. Exhibit 69, the
20 other -- sorry, I should say Exhibit 69, Bates 203.

21 On October 21st, 2019, there's a charge of \$275 also for
22 UWorld. And this is part of my direct examination for Mandana, so
23 I can't really ask these questions, but I'll submit that UWorld is a
24 medical doctor test preparation service that -- so this indicates that
25 there's an anticipation of Ms. Zahedi who's a -- was a licensed

1 MR. BLUM: This is a bank statement, again, going to
2 Mr. Safari and Ms. Zahedi at their Breezy Cove residence. This one
3 is dated January 2017 and --

4 THE COURT: Is it the subject of a custodian of records
5 affidavit?

6 MR. BLUM: It is, Your Honor.

7 THE COURT: Which is that?

8 MR. BLUM: There are actually three of them, the first of
9 which is Exhibit 3, Bates PUNI-294 to 295. And, Your Honor,
10 Bates 294 of Exhibit 3, about the middle of the table is account 8143
11 listed. I'd move to admit Exhibit 3.

12 THE COURT: It's been admitted. All right.

13 MR. BLUM: Okay. The next is Exhibit 48, Bates PUNI-1
14 through 3.

15 THE COURT: It's admitted, as well.

16 MR. BLUM: Thank you. And as you can see there, it also
17 covers the same account number 8143. And the third one is
18 Exhibit 56.

19 THE COURT: That's been admitted already.

20 MR. BLUM: Thank you, Your Honor. That also covers
21 account 8143.

22 So, with that, I move to admit three exhibits that are
23 supported by those custodian of records affidavits and statements
24 on account 8143 for Bank of America. They're Exhibits 35, 36,
25 and 73.

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THE COURT: All right. They're admitted.

[Defendant's Exhibit Numbers 35, 36, and 73 admitted.]

MR. BLUM: If you'd turn to Exhibit 73, Bates PUNI-340.

THE COURT: Okay.

MR. BLUM: In January 2017, the total deposits into that account were \$8,099.

Same exhibit, Bates 333, total deposits \$13,220.

And Exhibit 36 is the final one, that's Bates 2042, and that has deposits of \$10,533.

And that's it for the bank accounts, Your Honor.

THE COURT: All right. There's no witness that's been under examination during this portion, but Mr. Flahive, did you have anything you wanted to point out relative to those items?

MR. FLAHIVE: I believe -- I'm going to have questions on them for Aden to explain where the money came from.

THE COURT: Okay.

MR. FLAHIVE: But he's not the witness, and I realize that this was Ms. Zendari, who was actually testifying to these. So I don't think that would be appropriate at this point.

THE COURT: All right. Thank you.

All right. Mr. Blum?

MR. BLUM: Your Honor, I'd like to call Mohammad Mojtahed --

THE COURT: Okay.

MR. BLUM: -- as a witness.

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THE COURT: Okay. Thank you.

The matter stands submitted. And it's under advisement.
I'll review it further and issue my ruling, my decision. Okay?

MR. BLUM: Thank you, Your Honor.

MR. FLAHIVE: Thank you, Your Honor.

THE COURT: All right. Thank you very much.

MR. BLUM: Under three hours, for the record.

THE COURT: All right. Everybody stay safe and I'll get
that out as soon as I can.

MR. BLUM: You too, Your Honor. Thank you.

THE COURT: Thank you.

[Proceeding concluded at 11:36 a.m.]

///

ATTEST: I do hereby certify that I have truly and correctly
transcribed the audio/video proceedings in the above-entitled case
to the best of my ability. Please note: Technical glitches which
resulted in distortion in the BlueJeans audio/video and/or audio
cutting out completely may have been experienced and will be
reflected in the transcript.

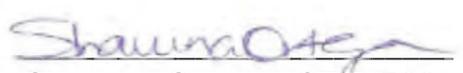

Shawna Ortega, CET*562

Exhibit 3



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for March 1, 2017 to March 31, 2017

AIMANS ENTERPRISES LLC

Account number: [REDACTED]

Account summary

Beginning balance on March 1, 2017	\$676.59
Deposits and other credits	4,066.00
Withdrawals and other debits	-4,528.09
Checks	-148.00
Service fees	-59.95
Ending balance on March 31, 2017	\$6.55

of deposits/credits: 11

of withdrawals/debits: 75

of items previous cycle¹: 7

of days in cycle: 31

Average ledger balance: \$300.33

¹Includes checks paid, deposited items & other debits

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for April 1, 2017 to April 30, 2017

AIMANS ENTERPRISES LLC

Account number: [REDACTED]

Account summary

Beginning balance on April 1, 2017	\$6.55
Deposits and other credits	10,563.34
Withdrawals and other debits	-6,351.93
Checks	-273.00
Service fees	-36.53
Ending balance on April 30, 2017	\$3,908.43

of deposits/credits: 12
 # of withdrawals/debits: 89
 # of items previous cycle¹: 2
 # of days in cycle: 30
 Average ledger balance: \$1,358.00
¹Includes checks paid, deposited items & other debits

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for May 1, 2017 to May 31, 2017

AIMANS ENTERPRISES LLC

Account number: [REDACTED]

Account summary

Beginning balance on May 1, 2017	\$3,908.43
Deposits and other credits	11,194.60
Withdrawals and other debits	-12,689.20
Checks	-73.00
Service fees	-119.95
Ending balance on May 31, 2017	\$2,220.88

of deposits/credits: 23

of withdrawals/debits: 119

of items previous cycle¹: 2

of days in cycle: 31

Average ledger balance: \$849.93

¹Includes checks paid, deposited items & other debits

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for June 1, 2017 to June 30, 2017

AIMANS ENTERPRISES LLC

Account number: [REDACTED]

Account summary

Beginning balance on June 1, 2017	\$2,220.88
Deposits and other credits	6,209.89
Withdrawals and other debits	-6,835.01
Checks	-73.00
Service fees	-39.95
Ending balance on June 30, 2017	\$1,482.81

of deposits/credits: 11

of withdrawals/debits: 86

of items previous cycle¹: 1

of days in cycle: 30

Average ledger balance: \$695.63

¹Includes checks paid, deposited items & other debits

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for July 1, 2017 to July 31, 2017

AIMANS ENTERPRISES LLC

Account number: [REDACTED]

Account summary

Beginning balance on July 1, 2017	\$1,482.81
Deposits and other credits	7,209.31
Withdrawals and other debits	-8,396.06
Checks	-73.00
Service fees	-29.95
Ending balance on July 31, 2017	\$193.11

of deposits/credits: 12

of withdrawals/debits: 108

of items previous cycle¹: 1

of days in cycle: 31

Average ledger balance: \$891.85

¹Includes checks paid, deposited items & other debits

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for July 1, 2018 to July 31, 2018

AIMANS ENTERPRISES LLC

Account summary

Beginning balance on July 1, 2018	\$195.83
Deposits and other credits	66,124.95
Withdrawals and other debits	-2,548.42
Checks	-64,073.00
Service fees	-169.95
Ending balance on July 31, 2018	-\$470.59

Your account has overdraft protection provided by deposit account number

[REDACTED]

Account number: [REDACTED]

of deposits/credits: 17

of withdrawals/debits: 65

of items previous cycle¹: 2

of days in cycle: 31

Average ledger balance: \$3,428.29

¹Includes checks paid, deposited items & other debits



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for August 1, 2018 to August 31, 2018

AIMANS ENTERPRISES LLC

Account number: [REDACTED]

Account summary

Beginning balance on August 1, 2018	-\$470.59
Deposits and other credits	9,295.36
Withdrawals and other debits	-7,370.27
Checks	-73.00
Service fees	-49.95

of deposits/credits: 13

of withdrawals/debits: 40

of items previous cycle¹: 9

of days in cycle: 31

Average ledger balance: \$508.78

Ending balance on August 31, 2018 **\$1,331.55**

¹Includes checks paid, deposited items & other debits

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Your Business Advantage Checking

for May 1, 2019 to May 31, 2019

AIMANS ENTERPRISES LLC

Account summary

Beginning balance on May 1, 2019	\$805.65
Deposits and other credits	12,790.12
Withdrawals and other debits	-13,250.36
Checks	-73.00
Service fees	-110.00
Ending balance on May 31, 2019	\$162.41

Your account has overdraft protection provided by deposit account number

Account number: [REDACTED]

of deposits/credits: 12

of withdrawals/debits: 64

of items-previous cycle¹: 0

of days in cycle: 31

Average ledger balance: \$665.53

¹Includes checks paid, deposited items & other debits.

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Business owners like you can join the Bank of America[®] Advisory Panel to help us understand what you like and don't like. Enter code **SBDD** at bankofamerica.com/AdvisoryPanel to learn more and join.

Inclusion on the Advisory Panel subject to qualifications.

50M/01-19-2126.D1 J AR0376X



P.O. Box 45284
Wilmington, DE 19850

AIMANS ENTERPRISES LLC
2514 BREEZY COVE AVE
HENDERSON, NV 89052-5609

Business Advantage

Customer service information

☎ 1.888.BUSINESS (1.888.287.4637)

★ bankofamerica.com

✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Business Advantage Checking

for July 1, 2019 to July 31, 2019

AIMANS ENTERPRISES LLC

Account summary

Beginning balance on July 1, 2019	\$218.92
Deposits and other credits	26,624.83
Withdrawals and other debits	-23,344.73
Checks	-0.00
Service fees	-90.00
Ending balance on July 31, 2019	\$3,409.02

Your account has overdraft protection provided by deposit account number

Account number: [REDACTED]

of deposits/credits: 23

of withdrawals/debits: 88

of items-previous cycle¹: 1

of days in cycle: 31

Average ledger balance: \$472.72

¹Includes checks paid, deposited items & other debits



BANK OF AMERICA BUSINESS ADVANTAGE

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Go paperless — you'll have security without the hassle of storing and shredding old statements. View your statements online any time.

You can enroll today by logging in to Online Banking at bankofamerica.com/SmallBusiness and clicking on **Profiles & Settings** (in the upper right, next to Sign Out).

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Wilmington, DE 19850

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HENDERSON, NV 89052-5609

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🌐 bankofamerica.com

✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Business Advantage Checking

for October 1, 2019 to October 31, 2019

AIMANS ENTERPRISES LLC

Account summary

Beginning balance on October 1, 2019	\$57.02
Deposits and other credits	9,842.30
Withdrawals and other debits	-9,608.57
Checks	-73.00
Service fees	-44.89
Ending balance on October 31, 2019	\$172.86

Your account has overdraft protection provided by deposit account number

Account number: [REDACTED]

of deposits/credits: 35

of withdrawals/debits: 98

of items-previous cycle¹: 1

of days in cycle: 31

Average ledger balance: \$814.40

¹Includes checks paid, deposited items & other debits

Bank of America **Business Advantage**

Sign up for online alerts today¹

Stay up to date on your balances, and receive alerts when transactions have posted and when your payments are due.

Log in or enroll at bankofamerica.com/SmallBusiness and click on **Alerts** in the Activity Center.

¹You may elect to receive alerts via text or email. Bank of America does not charge for this service but your mobile carrier's message and data rates may apply. Delivery of alerts may be affected or delayed by your mobile carrier's coverage. You must be enrolled in Online Banking. AR15T0BJ | 55M-03-19-0703.B

Your Digital Tip

Exhibit 4



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

4623 TRN S X ST01

Statement Period:
Nov 21, 2017
through
Dec 20, 2017

Page 1 of 6

000026540 01 SP 106481363703806 E
PARVIZ SAFARI
MANDANA ZAHEDI
2514 BREEZY COVE AVE
HENDERSON NV 89052-5609



To Contact U.S. Bank

By Phone: 1-800-US BANKS
(1-800-872-2657)

U.S. Bank accepts Relay Calls

Internet: usbank.com

INFORMATION YOU SHOULD KNOW

Changes effective now for cash transactions

At U.S. Bank we are committed to doing our part to deter criminal activities related to money laundering. We are enhancing our level of security on cash transactions in order to meet regulatory guidelines. To comply with these requirements, we need to clearly identify all individuals making cash transactions at our branches.

Because of this requirement, we will require additional information from individuals who make cash transactions at the branch. Individuals who are not U.S. Bank accountholders will also be required to provide additional information, including individuals who present or receive cash on behalf of a business.

What may be required for a cash transaction? This additional information includes: full name, address, date of birth, Taxpayer Identification Number (of the individual), occupation and photo identification (driver's license or government issued ID). Once the necessary information is established in our system, only photo identification will be required for subsequent cash transactions. Please be ready to provide this information when asked. More information on these changes is available at www.usbank.com/cashtransactions. Thank you for your assistance.

For Nevada residents: Privacy Notice - We may contact our existing customers by telephone to offer additional financial products that we believe may be of interest to you. You have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 800-USBANKS (800-872-2657), clicking the "Email Us" link at usbank.com/privacy, or writing to P.O. Box 64490, St. Paul, MN 55164. You are being provided this notice under Nevada state law. In addition to contacting U.S. Bank, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 702-486-3132, emailing aginfo@ag.nv.gov, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection, 100 North Carson Street, Carson City, NV 89701-4717.

Protecting your accounts is our highest priority. We have many safeguards in place to help ensure your accounts are secure. One of these is to close long-term inactive cards. If your U.S. Bank Visa Debit or ATM Card has not been used within the last 12 months, it may be closed. You will be notified at a later date in the event that your card will be closed. Please call us with any questions at 800-USBANKS (800-872-2657).

EASY CHECKING

U.S. Bank National Association

Member FDIC

Account Number

Account Summary

Beginning Balance on Nov 21	\$	43.18	Number of Days in Statement Period		30
Deposits / Credits		15,239.37	Average Account Balance	\$	1,486.75
Card Withdrawals		6,101.39-			
Other Withdrawals		3,003.33-			
Checks Paid		4,500.00-			
Ending Balance on Dec 20, 2017	\$	1,677.83			

AA 003251



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

4623 TRN S X ST01

Uni-Statement

Statement Period:
Jul 21, 2018
through
Aug 20, 2018

Page 1 of 6



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PARVIZ SAFARI
MANDANA ZAHEDI
2514 BREEZY COVE AVE
HENDERSON NV 89052-5609



To Contact U.S. Bank

By Phone: 1-800-US BANKS
(1-800-872-2657)

U.S. Bank accepts Relay Calls

Internet: usbank.com

INFORMATION YOU SHOULD KNOW

Effective September 14th, 2018 the "Your Deposit Account Agreement" booklet and "Consumer Pricing Information" brochure will include a number of updates and may affect your rights. Starting September 14, you may pick up copies at your local branch, view copies at usbank.com, or call 1-800-USBANKS (1-800-872-2657) for copies. Please see the [Additional Information Section](#) of this statement for the main updates that were made to "Your Deposit Account Agreement" booklet and "Consumer Pricing Information" brochure.

EASY CHECKING

U.S. Bank National Association

Account Number **Member FDIC**

Account Summary

Beginning Balance on Jul 21	\$	201.79-	Number of Days in Statement Period		31
Deposits / Credits		21,066.32	Average Account Balance	\$	11,721.42
Card Withdrawals		5,095.99-			
Other Withdrawals		6,936.54-			
Ending Balance on Aug 20, 2018	\$	8,832.00			



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

4623 TRN S X ST01

Uni-Statement

Account Number: [REDACTED]

Statement Period:
Jun 21, 2018
through
Jul 20, 2018

Page 1 of 4



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PARVIZ SAFARI
MANDANA ZAHEDI
2514 BREEZY COVE AVE
HENDERSON NV 89052-5609



To Contact U.S. Bank

By Phone: 1-800-US BANKS
(1-800-872-2657)

U.S. Bank accepts Relay Calls

Internet: usbank.com

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What you should know when changing your monthly checking statement preferences:

When you change your Checking Statement preference settings for Paper Statements, Check Images or Check Return, changes may not take effect immediately; as such may not reflect on your next statement. Current Paper Statement fees, Check Image fees, or Check Return fees may continue to be applied. These preference changes may take up to two statement cycles to be in effect. For further questions call us at U.S. Bank 24-Hour Banking at 800.USBANKS (872-2657).

EASY CHECKING

U.S. Bank National Association

Account Number [REDACTED] **Member FDIC**

Account Summary

Beginning Balance on Jun 21	\$	135.90-	Number of Days in Statement Period	30
Deposits / Credits		4,952.27	Average Account Balance	\$ 119.45
Card Withdrawals		1,811.21-		
Other Withdrawals		206.95-		
Checks Paid		3,000.00-		
Ending Balance on Jul 20, 2018	\$	201.79-		



JPMorgan Chase Bank, N.A.
 P.O. Box 659754
 San Antonio, TX 78265-9754

January 24, 2018 through February 22, 2018
 Primary Account: [REDACTED]

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
 Service Center: 1-800-935-9935
 Deaf and Hard of Hearing: 1-800-242-7383
 Para Español: 1-877-312-4273
 International Calls: 1-713-262-1679

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MAHSHID ZAHEDI
 MANDANA ZAHEDI
 1050 E. CACTUS AVE UNIT 2114
 LAS VEGAS NV 89163-7374



CONSOLIDATED BALANCE SUMMARY



All Summary Balances shown are as of February 22, 2018 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

CHASE TOTAL CHECKING

MAHSHID ZAHEDI Account Number [REDACTED]
 MANDANA ZAHEDI

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$10,777.88
Deposits and Additions	29,868.00
Electronic Withdrawals	-4,560.00
Other Withdrawals	-24,600.00
Fees	-45.00
Ending Balance	\$11,440.88



P.O. Box 15284
Wilmington, DE 19850

MANDANA ZAHEDI
PARVIZ SAFARI
2514 BREEZY COVE AVE
HENDERSON, NV 89052 5609

Customer service information

- Customer service: 1.800.432.1000
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Bank of America BofA Core Checking

for December 14, 2016 to January 12, 2017

Account number: XXXXXXXXXX

MANDANA ZAHEDI PARVIZ SAFARI

Account summary

Beginning balance on December 14, 2016	\$1,073.43
Deposits and other additions	8,099.03
ATM and debit card subtractions	-3,192.63
Other subtractions	-5,496.59
Checks	-494.16
Service fees	-175.00
Ending balance on January 12, 2017	-\$185.92

Here's a tip

Don't miss important account notifications — keep your contact information updated. It's quick and easy to keep your phone number, email and mailing address up to date. Go to **Profile & Settings** and review your information. You'll help make sure you receive all of your notices and help stay on top of your account.

Is your contact info up to date? Check now in Online Banking at bankofamerica.com.

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- En Español: 1.800.688.6086
-  bankofamerica.com
-  Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Bank of America BofA Core Checking

for October 14, 2016 to November 10, 2016

Account number: XXXXXXXXXX

MANDANA ZAHEDI PARVIZ SAFARI

Account summary

Beginning balance on October 14, 2016	\$230.62
Deposits and other additions	13,220.35
ATM and debit card subtractions	-7,253.25
Other subtractions	-4,541.17
Checks	-0.00
Service fees	-30.00
Ending balance on November 10, 2016	\$1,626.55

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 Buy a home	 Create a savings plan	 Save for your child's future	 Plan long-term goals
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Set an appointment with a specialist today. Use the Mobile Banking app or visit bankofamerica.com/talk.

The Mobile Banking app is available on iPad, iPhone and Android devices. Not all Mobile Banking app features are available on all devices. ARGRM8S8
SSM-12-15-0085.C



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- En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



Please see the Account Changes section of your statement for details regarding important changes to your account.

Your Bank of America BofA Core Checking

for November 11, 2016 to December 13, 2016

Account number: XXXXXXXXXX

MANDANA ZAHEDI PARVIZ SAFARI

Account summary

Beginning balance on November 11, 2016	\$1,626.55
Deposits and other additions	10,533.66
ATM and debit card subtractions	-5,907.12
Other subtractions	-4,901.66
Checks	-243.00
Service fees	-35.00
Ending balance on December 13, 2016	\$1,073.43

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