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**ORDER DENYING PETITION FOR REVIEW BY
THE CALIFORNIA SUPREME COURT
(FEBRUARY 28, 2018)**

SUPREME COURT OF CALIFORNIA
DOCKET (REGISTER OF ACTIONS)

Assadian v. Parsi

Case Number S246563

Date	Description	Notes
01/19/2018	Petition for review filed	Plaintiff and Appellant: Hamid R. Assadian Attorney: Donna Bader
01/22/2018	Record requested	Appellate record imported and available in electronic format.
01/24/2018	Received Court of Appeal record	One file folder/transcript
02/28/2018	Petition for review denied	

OPINION OF THE COURT OF APPEALS
OF THE STATE OF CALIFORNIA
(DECEMBER 14, 2017)

IN THE COURT OF APPEAL OF THE STATE OF
CALIFORNIA FOURTH APPELLATE DISTRICT
DIVISION THREE

HAMID R. ASSADIAN,

Plaintiff/Appellant,

v.

REZA PARSI ET AL.,

Defendants/Respondents.

No. G054037

(Super. Ct. No. 30-2013-00677626)

Appeal from an Order of the Superior Court
of Orange County, Nathan R. Scott, Judge. Affirmed.

Before: MOORE, Acting P.J.,
FYBEL, J., IKOLA, J.

This is a dispute over an award of attorney fees in a rather atypical context. The court determined the contract between the parties, plaintiff Hamid R. Assadian and defendants Reza Parsi, Manatel Communication & Energy, Inc., and Tele-Free Iran (collectively defendants) was illegal and unenforceable

because Assadian had been engaged in the unauthorized practice of law while performing the contract.

After further proceedings we will discuss below, the court awarded defendants approximately \$347,000 in attorney fees. Assadian argues this was error, asserting that an attorney fee award under a contract is improper when the contract has been deemed illegal, and further, the amount awarded was erroneous and unreasonable. We find that this case falls into an exception to the general rule under which illegal contracts are entirely unenforceable, and conclude Assadian's lack of specific argument in the trial court as to the amount of the fees waives the issue on appeal.

I. Facts

Assadian's second amended complaint (the complaint) alleged he was a "business consultant who provides a variety of consulting services to individuals and companies." In 2011, defendants had entered into a written consulting contract (the consulting contract or the contract) with him. The brief, three paragraph contract stated Assadian would provide consulting services for \$125 per hour, and "[i]n the event of any litigation between the parties, the prevailing party will be entitled to reasonable attorney's fees and all costs incurred in enforcing this Agreement." Assadian alleged that he provided "countless hours of services," and as an example set forth circumstances under which defendants were involved in litigation against their former law firm. Assadian helped "translate communications, documents, meetings with experts, and discovery responses." Allegedly at the request of defendants' attorneys, he was "included on most, if not all, communications between the Defendants and

their attorneys . . . for the purpose of helping with translation. Thus, much of the evidence supporting Plaintiff's countless hours of work is confidential or protected by the attorney-client privilege between Defendants and their attorneys"

About a month after entering into the contract, the complaint alleged, Parsi asked Assadian if he could pay a fixed monthly sum instead of hourly fees. Assadian agreed Parsi would pay \$4,000 a month against the running balance of hourly fees, but defendants were liable for fees over \$4,000 per month. A memorandum of understanding was signed by the parties and documented the \$4,000 per month term. This memorandum, however, did not expressly state defendants' liability for excess hourly fees.

According to the complaint, for about two years, defendants paid on time. They informed Assadian in September 2013 that they would no longer pay Assadian's fees or any outstanding balance. The complaint alleged defendants had an outstanding balance of at least \$73,317.24 for work Assadian performed under the contract.

In 2013, Assadian filed the instant action. The operative complaint alleges breach of contract, fraudulent transfers, and entitlement to payment under a quantum meruit/unjust enrichment theory. Assadian requested, among other things, attorney fees and costs. In their answer, in addition to other defenses, defendants alleged Assadian engaged in the unauthorized practice of law and that the contract was void.

In May 2015, Parsi filed a first amended cross-complaint (the cross-complaint) alleging three claims for breach of contract. The claim for breach of written

contract was as to the consulting contract. One claim for breach of oral contract was for loans Parsi allegedly made to Assadian totaling approximately \$9,500. The other claim for breach of oral contract related to the memorandum of understanding and an alleged oral modification of the consulting contract.

The cross-complaint also included causes of action for the unauthorized practice of law (Bus. & Prof. Code, § 6125), and unfair business practices (Bus. & Prof. Code, § 17200). Parsi alleged Assadian undertook the performance of legal services for Parsi, including “reading and analyzing trial transcripts, drafting and filing motions . . . providing legal advice, evaluating the merit of an appeal and malpractice case.” Parsi also alleged Assadian told him “what to say, ask and demand” from his attorneys. He asserted “Assadian acted like a lawyer and did things that Parsi’s attorneys . . . had also done.” One of his bills reflected that Assadian charged Parsi for case evaluation, and alleged he charged for reviewing special verdict forms, jury instructions, and a settlement offer. Parsi sought at least \$50,000 for breach of the consulting contract and the unauthorized practice of law, as well as costs and attorney fees. With respect to the unfair business practices claim, he sought restitution, disgorgement, and injunctive relief. Assadian’s answer also requested attorney fees and costs.

In December 2015, prior to trial, the trial court issued a ruling with respect to the complaint’s claims for breach of contract and quantum meruit, stating the contract “is illegal and calls for the practice of law. The Court will allow [possible] recovery on the quantum meruit cause of action.” The court further found “there is no valid contract,” but proceeding on

the quantum meruit was permitted because Assadian performed services that could have been performed by a non-lawyer.¹

The case was submitted to the jury on the complaint's quantum meruit claim and the cross-complaint's claim for loans of \$9,500 made from Parsi to Assadian. The jury returned a special verdict form finding that Assadian had performed services for defendants as requested, but that defendants had paid for them.² Asked for the reasonable value of Assadian's services, the jury left the question blank, therefore declining to award him anything more than what had already been paid. With respect to the cross-complaint, the jury found Assadian and Parsi had entered into a contract to lend money, and Assadian failed to perform the contract, damaging Parsi in the amount of \$9,500.

Additional issues were briefed and submitted for determination by the court, including whether Assadian had committed the unauthorized practice of law; whether the consulting contract was illegal, void, and unenforceable; and whether Parsi was entitled to restitution and/or an injunction against Assadian for the unauthorized practice of law.

The court issued an order in February 2016. The court rejected Parsi's unfair business practices claim in part because Parsi had failed to separate what

¹ See *Selten v. Hyon*, (2007) 152 Cal.App.4th 463, 471-472 ["When services are rendered under a contract that is unenforceable as against public policy, but the subject services are not themselves prohibited, quantum meruit may be allowed"].)

² This question on the special verdict form is awkwardly worded, reading: "Have Defendants not paid Mr. Assadian for the services rendered?" They answered, "No."

services were performed that could have been performed by a non-lawyer, and therefore had not carried his burden of demonstrating what amounts should be subject to disgorgement. The quantum meruit claim had been properly placed before the jury, the court decided, because “even when a contract that includes a provision for legal services is determined to be illegal and thereby unenforceable, a party may seek quantum meruit recovery for lawful services rendered.” The court also found a permanent injunction unnecessary. The court ordered Parsi, as the prevailing party, to submit a proposed statement of decision.

Parsi subsequently filed a motion for attorney fees and costs as the prevailing party under Civil Code section 1717.³ His primary argument was that he was the prevailing party, and the court had discretion to award attorney fees despite the contract’s illegality. Parsi requested \$346,993.39, Parsi’s motion included extensive documentation, including legal bills. In addition, arguing fees were not permitted due to the illegal contract, Assadian’s opposition included a short section arguing the fees sought were excessive for several reasons, but did not specify any specific portion of Parsi’s legal fees or amounts that should not be permitted.

The trial court granted Parsi’s motion, finding the amount sought was a “reasonable lodestar calculation of attorney fees incurred prosecuting and defending intertwined claims.” As to Assadian’s claim that the amount sought was excessive and unreasonable, the trial court determined that argument failed for lack

³ Unless otherwise indicated, subsequent statutory references are to the Civil Code.

of specificity. Assadian now appeals from the order awarding attorney fees.

II. Discussion

Entitlement to Fees

The legal basis of an attorney fee award is a question of law, subject to de novo review. (*Connerly v. State Personnel Bd.*, (2006) 37 Cal.4th 1169, 1175.)

“California follows the ‘American rule,’ under which each party to a lawsuit ordinarily must pay his or her own attorney fees. [Citations.] Code of Civil Procedure section 1021 codifies the rule, providing that the measure and mode of attorney compensation are left to the agreement of the parties ‘[e]xcept as attorney’s fees are specifically provided for by statute.’” (*Musaelian v. Adams*, (2009) 45 Cal.4th 512, 516.)

Section 1717, subdivision (a), states, in pertinent part: “In any action on a contract, where the contract specifically provides that attorney’s fees and costs, which are incurred to enforce that contract, shall be awarded either to one of the parties or to the prevailing party, then the party who is determined to be the party prevailing on the contract, whether he or she is the party specified in the contract or not, shall be entitled to reasonable attorney’s fees in addition to other costs. . . .”

“Ordinarily, in an action on a contract providing for an award of attorney fees, Civil Code section 1717 entitles the prevailing party to attorney fees, even when the party prevails on the ground that the contract is inapplicable, invalid, unenforceable, or non-existent, if the other party would have been entitled to attorney fees had it prevailed. [Citation.] This

general rule 'serves to effectuate the purpose underlying section 1717,' which was enacted to establish mutuality of remedy where a contractual attorney fee clause makes recovery of fees available for only one party. [Citation.]" (*Yuba Cypress Housing Partners, Ltd. v. Area Developers*, (2002) 98 Cal.App.4th 1077, 1081.)

"[A] different rule applies where a contract is held unenforceable because of illegality." (*Bovard v. American Horse Enterprises, Inc.*, (1988) 201 Cal. App.3d 832, 843.) "A party to a contract who successfully argues its illegality stands on different ground than a party who prevails in an action on a contract by convincing the court the contract is inapplicable, invalid, nonexistent or unenforceable for reasons other than illegality." (*Id.* at p. 843.) Generally, courts will "withhold relief under the terms of an illegal contract or agreement which is violative of public policy. [Citations.]" (*Tri-Q, Inc. v. Sta-Hi Corp.*, (1965) 63 Cal. 2d 199, 218.)

The purpose of this rule is "intended to prevent the guilty party from reaping the benefit of his wrongful conduct, or to protect the public from the future consequences of an illegal contract." (*Tri-Q, Inc. v. Sta-Hi Corp.*, *supra*, 63 Cal.2d at p. 218.) The policy rationale behind this rule is deterrence—to refuse to give aid to parties who enter into an illegal bargain. (*Lewis & Queen v. N.M. Ball Sons*, (1957) 48 Cal.2d 141, 150.)

The rule, however, is not absolute; it is subject to a "wide range of exceptions." (*Emmons, Williams, Mires & Leech v. State Bar*, (1970) 6 Cal.App.3d 565, 569.) Courts have recognized one such exception when both parties are not equally blameworthy. "Because of the harsh results that might be visited on innocent

parties to a contract when their agreement is voided for illegality, courts have fashioned exceptions [to a rule of invalidity] [¶] . . . [¶] Perhaps the most common exception to the rule of invalidity . . . is the *in pari delicto* [doctrine]. At its most fundamental level, the exception allows an illegal contract to be enforced ‘so long as the party seeking its enforcement is less morally blameworthy than the party against whom the contract is being asserted’⁴ (*McIntosh v. Mills*, (2004) 121 Cal.App.4th 333, 347.)

Assadian relies heavily on *Bovard v. American Horse Enterprises, Inc.*, *supra*, 201 Cal.App.3d 832, to support his position that the attorney fees provision in the consulting contract should not be enforced. That case, however, involved situation where the contracts entered into by the parties were entirely unenforceable due to their illegal objects, specifically, the manufacture of drug paraphernalia. (*Id.* at pp. 837-838.) Both parties, the buyer and the seller, were equally morally blameworthy.

In *Medina v. Safe-Guard Products, Internat., Inc.*, (2008) 164 Cal.App.4th 105, by contrast, the plaintiff was the attempted purchaser of an insurance contract from a company not licensed to sell in California. (*Id.* at p. 108.) This court determined that the *in pari delicto* doctrine applied, stating “obviously an innocent consumer who buys an insurance contract from an unlicensed insurance company is far ‘less morally

⁴ *In pari delicto* is Latin for “in equal fault.” *McIntosh* and other cases have referred to this as the “*in pari delicto exception*,” as in this quotation. Really, though, because it is only applied when the parties are not *in pari delicto*, we find this language somewhat imprecise and refer “in *Pari delicto* doctrine” instead.

blameworthy' than the company that does not disclose its unlicensed status prior to contracting." (*Id.* at p. 110.)

"The rule that the courts will not lend their aid to the enforcement of an illegal agreement or one against public policy is fundamentally sound. The rule was conceived for the purposes of protecting the public and the courts from imposition. It is a rule predicated upon sound public policy. But the courts should not . . . blindly extend the rule to every case where illegality appears somewhere in the transaction. The fundamental purpose of the rule must always be kept in mind, and the realities of the situation must be considered. Where, by applying the rule, the public cannot be protected because the transaction has been completed, where no serious moral turpitude is involved, where the defendant is the one guilty of the greatest moral fault, and where to apply the rule will be to permit the defendant to be unjustly enriched at the expense of the plaintiff, the rule should not be applied." (*Norwood v. Judd*, (1949) 93 Cal.App.2d 276, 288-289; *see Maudlin v. Pacific Decision Sciences Corp.*, (2006) 137 Cal.App.4th 1001, 1013.)

Assadian proffers several reasons why we should not apply the in pari delicto doctrine here. He argues no punitive damages were sought or awarded; the trial court made no findings that he engaged in fraud; he performed a number of legitimate activities and was allowed to pursue his quantum meruit claim; "[a]t almost all times" he performed his work under the direction of defendants' attorneys; nobody complained about his activities at the time; defendants' request for disgorgement was denied; Assadian did not hold himself out as an attorney; this was an isolated trans-

action; defendants did not suffer damages as a result; and his work did not result in sanctions or punitive damages against him. None of these persuade us that Assadian is not the far more blameworthy party here. He was the one whose activities resulted in the contract being found illegal. He does not provide evidence or allege that defendants asked for, directed, encouraged, or insisted that he perform such activities. Accordingly, he is far more “morally blameworthy” (*Medina v. Safe-Guard Products, Internat., Inc., supra*, 164 Cal.App.4th at p. 110) than defendants. There is simply no valid reason for not holding Assadian to account for that behavior and enforcing the consulting contract against him to the extent that it permits defendants to recover attorney fees. To find otherwise would be fundamentally unjust.

Amount of Fees

“The “experienced trial judge is the best judge of the value of professional services rendered in his court, and while his judgment is of course subject to review, it will not be disturbed unless the appellate court is convinced that it is clearly wrong”—meaning that it abused its discretion.” (*PLCM Group, Inc. v. Drexler*, (2000) 22 Cal.4th 1084, 1095.)

In the trial court, Assadian offered two reasons why the fees sought were excessive. He claimed that despite Parsi’s claims to the contrary, the costs of litigation were not his fault, but due to defendants’ actions. Second, he argued that the amount of damages recovered is an important factor in determining a reasonable fee. The trial court rejected these arguments because they were general challenges to the reason-

ableness of the fees and lacked specificity. The trial court was correct and well within its discretion.⁵

“In challenging attorney fees as excessive because too many hours of work are claimed, it is the burden of the challenging party to point to the specific items challenged, with a sufficient argument and citations to the evidence. General arguments that fees claimed are excessive, duplicative, or unrelated do not suffice. Failure to raise specific challenges in the trial court forfeits the claim on appeal.’ [Citation.] The trial court was familiar with the issues in this case. Because plaintiff did not point to the specific items challenged, with a sufficient argument and citations to the evidence, in support of its contention that the amount of awarded attorney fees was excessive, plaintiff forfeited this claim on appeal. [Citation.]” (*Lunada Biomedical v. Nunez*, (2014) 230 Cal.App.4th 459, 488.)

Such is the case here. In the trial court, Assadian made two general objections to the amount of the attorney fees requested without specifying, based on the evidence, which items he was challenging and how much the request should be reduced. The trial court properly rejected Assadian’s argument, and any argument as to the excessive nature of the fee award is waived on appeal.

III. Disposition

The order is affirmed. Defendants are entitled to their costs on appeal.

⁵ Further, we do not consider new arguments raised for the first time on appeal, such as Assadian’s claim that the amount was “punitive.” (*Gonzalez v. County of Los Angeles*, (2004) 122 Cal.App.4th 1124, 1131-1132.)

App.14a

MOORE ACTING P. J.

WE CONCUR:

FYBEL J.

IKOLA J.

**ORDER RE MOTION FOR
ATTORNEYS' FEES AFTER TRIAL
(JUNE 2, 2016)**

SUPERIOR COURT OF THE STATE
OF CALIFORNIA FOR THE COUNTY
OF ORANGE CENTRAL JUSTICE CENTER

HAMID R. ASSADIAN, an Individual,

Plaintiff,

v.

REZA "RAY" PARSI aka MOHAMMAD REZA
TAGHIZADEH, an Individual; MANATEL
COMMUNICATION & ENERGY, INC., a California
Corporation; TELE-FREE IRAN, a Partnership; and
DOES 1 THROUGH 20, INCLUSIVE,

Defendants.

REZA "RAY" PARSI, an Individual,

Cross-Complainant,

v.

HAMID R. ASSADIAN, an Individual and ROES 1
Through 100, Inclusive,

Cross-Defendants.

Case No.: 30-2013-00677626-CU-BC-CJC

App.16a

Dept. C-12

Reservation No. 72364748

Before: Hon. Nathan SCOTT, Judge

Having considered the moving papers and opposition, reply, and oral argument, the Court finds as follows: Defendant and Cross-Complainant Reza "Ray" Parsi; and Defendants Manatel Communication & Energy, Inc. and Tele-Free Iran's Motion for Attorneys' Fees against Plaintiff and Cross-Defendant Hamid Assadian in the amount of \$346,993.39 is GRANTED.

IT IS SO ORDERED.

/s/ _____
The Honorable Nathan Scott

Dated: _____

STATEMENT OF DECISION
(MARCH 21, 2016)

SUPERIOR COURT OF THE STATE
OF CALIFORNIA FOR THE COUNTY
OF ORANGE CENTRAL JUSTICE CENTER

HAMID R. ASSADIAN, an Individual,

Plaintiff,

v.

REZA "RAY" PARSI aka MOHAMMAD REZA
TAGHIZADEH, An Individual; MANATEL
COMMUNICATION & ENERGY, INC.,
a California Corporation; TELE-FREE IRAN,
a Partnership; and DOES 1 THROUGH 20,
INCLUSIVE,

Defendants.

REZA "RAY" PARSI, an Individual,

*Cross-
Complainant,*

v.

HAMID R. ASSADIAN, an Individual and
ROES 1 Through 100, Inclusive,

Cross-Defendants.

Case No. 30-2013-00677626-CU-BC-CJC

Before: Hon. Kirk NAKAMURA,
Judge of Superior Court

This matter came on regularly for trial on November 30, 2015 at 9:00 a.m. in Department C15 of the Orange County Superior Court, Central Justice Center, the Honorable Kirk Nakamura presiding. The Plaintiff and Cross-Defendant Hamid R. Assadian appeared by his attorney Taylor Dalton of Green & Hall and the Defendant and Cross-Complainant Reza "Ray" Parsi, and Defendants Manatel Communication & Energy, Inc. and Tele-Free Iran appeared by their attorney Travis J. Burch of Burch Dallmann LLP.

The Court having heard all of the witnesses, reviewed all of the documentary evidence admitted, considered all of the arguments of counsel, both oral and written, now issues its tentative ruling and [proposed] statement of decision.

The court exercises its discretion and cross-complainant Parsi's claim for restitution/disgorgement based on his cross-claim for violation of Bus. & Prof. Code § 17200 is DENIED. *See, Cortez v. Purolator Air Filtration Products Co.*, (2000) 23 Cal. 4th 163, 180 and *Ohen v. Cohen*, (2003) 106 Cal. App. 4th 1209, 1214. The court acknowledges that Bus. & Prof. Code § 6125 prohibits the unauthorized practice of law, recovery of fees for such unauthorized practice of law, and that Section 6125 will support a cross-claim for unfair business practices. *See, Birbower, Montalbano, Condon & Frank P.C. v. Superior Court*, (1998) 17 Cal. 4th 119, 127 and *Korea Supply Co. v. Lockheed Martin Corp.*, (2003) 29 Cal. 4th 1134, 1143. But even when a contract that includes a provision for

legal services is determined to be illegal and thereby unenforceable, a party may seek a quantum meruit recovery for lawful services rendered. *See, Hyon v. Selten*, (2007) 152 Cal. App. 4th 463, 471 to 472. In this case, the court ruled that plaintiff/cross-defendant Assadian's contract was illegal and unenforceable, but the evidence demonstrated that plaintiff /cross-defendant Assadian performed services that could be performed by a non-lawyer and thus was permitted to proceed on his cause of action based on quantum meruit. (*See*, 12-16-15 Minute Order.) Relatedly, cross-complainant Parsi failed to present substantial evidence of what constituted illegal legal services from services that could be performed by a non-lawyer. *See, Colgan v. Leatherman Tool Group, Inc.*, (2006) 135 Cal. App.4th 664, 700. Instead, cross-complainant Parsi simply seeks restitution/disgorgement of all payments made to cross-defendant Assadian after deducting the \$9,500.00 awarded by the jury. The evidence demonstrates that many of the services rendered by cross-defendant Assadian could be performed by a non-lawyer and thus cross-complainant Parsi did not carry his burden of demonstrating what services constituted legal services that might be subject to restitution/disgorgement. Further, the court finds that cross-complainant Parsi was a skilled business person and knowingly entered into this agreement with cross-defendant Assadian and thus other equitable factors do not support restitutionary relief in this case. *See, Ohen v. Cohen*, (2003) 106 Cal. App. 4th 1209, 1214.

In addition, as to a permanent injunction, the court does not find sufficient evidence of that plaintiff/cross-defendant Assadian's past acts of the

unauthorized practice of law will recur to support a permanent injunction. *See, Mallon v. City of Long Beach*, (1958) 164 Cal. App. 2d 178, 180. But plaintiff/cross-defendant Assadian is advised that any continued unauthorized practice of law in the State of California is illegal and subject to criminal enforcement as a misdemeanor. *See*, Bus. & Prof. Code § 6125 and *Birbower, Montalbano, Condon & Frank P.C. v. Superior Court*, (1998) 17 Cal. 4th 119, 127.

IT IS ORDERED:

/s/ Kirk Nakamura
Kirk Nakamura
Judge of Superior Court

Dated: 3/21/16

App.21a

**JUDGMENT ON DECISION BY
JURY AND JUDGE
(MARCH 21, 2016)**

SUPERIOR COURT OF THE STATE OF
CALIFORNIA FOR THE COUNTY OF ORANGE-
CENTRAL JUSTICE CENTER

HAMID R. ASSADIAN, an Individual,

Plaintiff,

v.

REZA "RAY" PARSI aka MOHAMMAD REZA
TAGHIZADEH, an Individual; MANATEL
COMMUNICATION & ENERGY, INC.,
a California Corporation; TELE-FREE IRAN,
a Partnership; and DOES 1 THROUGH 20,
INCLUSIVE,

Defendants.

REZA "RAY" PARSI, an Individual,

*Cross-
Complainant,*

v.

HAMID R. ASSADIAN, an Individual and
ROES 1 Through 100, Inclusive,

Cross-Defendants.

Case No. 30-2013-00677626-CU-BC-CJC

Before: Hon. Kirk NAKAMURA,
Judge of Superior Court

This action came on regularly for trial on November 30, 2015 through December 16, 2015, excluding days that the Court was closed, in Department C15 of the Orange County Superior Court, Central Justice Center, the Honorable Kirk Nakamura presiding. Taylor Dalton of Green & Hall appeared on behalf of Plaintiff and Cross-Defendant Hamid R. Assadian. Travis J. Burch of Burch Dallmann LLP appeared on behalf of the Defendant and Cross-Complainant Reza "Ray" Parsi, Defendant Manatel Communication & Energy, Inc., and Defendant Tele-Free Iran.

A jury of 12 persons was impaneled and sworn, witnesses were sworn and testified and testimonial and documentary evidence was presented to the jury. After hearing all of the evidence and arguments of counsel, the jury was duly instructed by the Court and the cause was submitted to the jury. The jury deliberated and thereafter returned to Court with its special verdict as follows:

QUANTUM MERUIT:

**Plaintiff Hamid R. Assadian v. Defendants Reza
"Ray" Parsi, Manatel Communication & Energy. Inc.,
Tele-Free Iran**

1. Did Defendants Reza "Ray" Parsi; Tele-Free Iran; and Manatel Communication & Energy, Inc. (collectively "Defendants") request, by words or conduct,

that Plaintiff Hamid R. Assadian perform services for the benefit of Defendants?

Yes

2. Did Mr. Assadian perform the services as requested?

Yes

3. Have Defendants not paid Mr. Assadian for the services rendered?

No

**Breach of Partially Oral and Implied
In Fact Contract Cross-Complainant Reza "Ray"
Parsi v. Cross-Defendant Hamid Assadian**

1. Did Reza "Ray" Parsi and Hamid Assadian enter into a contract for Reza "Ray" Parsi to loan money to Hamid Assadian?

Yes

2. Did Reza "Ray" Parsi do all, or substantially all, of the significant things that the contract required him to do?

Yes

3. Did Hamid Assadian fail to do something that the contract required him to do?

Yes

4. Was Reza "Ray" Parsi harmed by that failure?

Yes

5. What are Reza "Ray" Parsi's damages?

TOTAL \$9,500.00

In addition to the above issues submitted to the jury, evidence, both oral and documentary, was presented by counsel and the following issues were briefed and submitted for determination by the Court: (1) whether Plaintiff Hamid Assadian had engaged in the unauthorized practice of law; (2) whether the written contract between Plaintiff Hamid Assadian and Defendants Reza "Ray" Parsi, Manatel Communication & Energy, Inc. and Tele-Free Iran was illegal, void and unenforceable; and (3) whether under Business & Professions Code Section 17200, Cross-Complainant Mr. Parsi was entitled to restitution from, or a permanent injunction against, Cross-Defendant Hamid Assadian for his unauthorized practice of law without a license.

The Court ruled that Hamid Assadian had engaged in the unauthorized practice of law, and that the written contract between Hamid Assadian and Defendants was illegal, void and unenforceable. Additionally, the Court issued its Statement of Decision and rendered its verdict in favor of Hamid Assadian and against Reza "Ray" Parsi on the Business & Professions Code Section 17200 cause of action requesting restitution and/or injunctive relief.

It appearing by reason of said jury verdicts and Statement of Decision that: Cross-Complainant Reza "Ray" Parsi is entitled to judgment against Cross-Defendant Hamid Assadian in the amount of \$9,500 on Reza "Ray" Parsi's breach of partially oral and partially implied contract claim; that Defendants Reza "Ray" Parsi, Manatel Communication & Energy, Inc. and Tele-Free Iran are entitled to judgment against Plaintiff Hamid R. Assadian on Hamid R. Assadian's quantum meruit claim; and that Cross-Defendant Hamid R.

App.25a

Assadian is entitled to judgment against Cross-Complainant Reza "Ray" Parsi on Reza "Ray" Parsi's claim under Business & Professions Code Section 17200.

Reza "Ray" Parsi, Manatel Communication & Energy, Inc. and Tele-Free Iran are entitled to their reasonable attorneys' fees and costs against Hamid R. Assadian in the amount of \$ per motion.

IT IS ORDERED, ADJUDGED AND DECREED.

/s/ Kirk Nakamura
Kirk Nakamura
Judge of Superior Court

Dated: 3/21/16

App.26a

**ORDER OF THE COURT OF APPEALS
DENYING PETITION FOR REHEARING
(JANUARY 4, 2018)**

IN THE COURT OF APPEAL OF THE STATE OF
CALIFORNIA FOURTH APPELLATE DISTRICT
DIVISION THREE

HAMID R. ASSADIAN,

Plaintiff/Appellant,

v.

REZA PARSI ET AL.,

Defendants/Respondents.

No. G054037

(Super. Ct. No. 30-2013-00677626)

Before: MOORE, P.J., FYBEL, J.,
IKOLA, J.

The petition for rehearing is DENIED.

MOORE ACTING P. J.

WE CONCUR:

FYBEL J.

IKOLA J.

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SUPREME COURT
PRESS