

LOS ANGELES
Daily Journal

FRIDAY
MARCH 27, 2009

SINCE 1888

www.dailyjournal.com

915 EAST FIRST STREET, LOS ANGELES, CA 90012 (213) 229-5300

VERDICTS

& Settlements

CONTRACTS

BREACH OF CONTRACT

Diamond Sale

VERDICT: Defense.

CASE/NUMBER: Indiamond Inc.,
Rajendra Mehta v. Kourosh
Rahimian, et al. / BC347548.

COURT/DATE: Los Angeles
Superior Central / March 6, 2009.

JUDGE: Hon. Barbara Ann Meiers.

ATTORNEYS: Plaintiff - Timothy
Krantz (Law Offices of Timothy
Krantz, Irvine).

Defendant - Allen B. Felahy, Oscar
Ramirez (Felahy & Associates,
APLC, Long Beach).

TECHNICAL EXPERTS:
Plaintiff - Howard Rile, forensic
document examination, Long
Beach.

Defendant - Robert V. Equals,
M.S., M.B.A., CPA, forensic
economics, Los Angeles.

FACTS: This case involved a
dispute over a May 12, 2005,
diamond sale. While plaintiffs and
defendant did not dispute that a
diamond transaction occurred on
May 12, 2005, and that basic terms
of the sale were memorialized on a
business card, essentially every
other term of that agreement was in
dispute.

PLAINTIFFS' CONTENTIONS:
Plaintiff Indiamond Inc. alleged
that the parties entered into a
contract for the sale of 187.57
carats of diamonds, at the agreed
upon price of \$99,000; and that
after Rahimian and his company
received the diamonds, they
tendered only \$9,900. As a result,
an additional \$89,100 was still
owed to plaintiffs.

Plaintiff Indiamond Inc. and its
president, plaintiff Rajendra Mehta,
alleged that the foregoing was
memorialized on a business card
that was retained by Mehta. Mehta
also alleged that after this
transaction took place, defendant
Rahimian slandered him by calling
him a crook.

DEFENDANT'S CONTENTIONS:

Defendant Kourosh Rahimian
alleged that on May 12, 2005,
Elegant Creations Inc., through its
sales manager, plaintiff Rajendra
Mehta, sold Jewelry Collection
Inc. one 2.05 Carat SI 2 Diamond at
an agreed-upon price of \$9,900; and
that in exchange for this diamond,
Elegant Creations Inc. was paid
\$8,900 in cash, leaving a remaining
balance of \$1,000.

Defendant Rahimian alleged that the
basic terms of sale were
memorialized in handwriting on the
backside of a business card that was
retained by Mehta. However,
Rahimian alleged that some time
after the transaction was completed,
the numbers recorded on the
business card were altered.
Specifically, a zero was added to the
\$9,900.00 figure thereby converting
it into a number that has two
commas and which reads
\$9,900.00.

Defendant Rahimian further alleged
that at no point in time did he
publicize false statements
concerning plaintiff Mehta.

JURY TRIAL: Length, four days;
Deliberation, one hour.

SETTLEMENT DISCUSSIONS:

The plaintiffs offered to settle their
claims for \$65,000.

The defendant tendered a C.C.P.
section 998 offer in the amount of
\$1,500 to plaintiffs.

RESULT: Defense verdict on all
claims; Plaintiff was awarded
nothing.

OTHER INFORMATION: The
defendant will file a memorandum
of costs.

FILING DATE: Feb. 15, 2006.