EXHIBIT 62

Davis Petition for Decree of Dissolution (Oct. 15, 2021)

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ASHKAN RAJAEE, an Individual; and TOPDEVZ, LLC, a California Limited Liability Company; Claimants, vs. TYLER B. DAVIS, an Individual; and DOES 1 through 10, inclusive, Respondents.	AAA CASE NO.: 01-21-0001-9983 **RESPONDENT AND CROSS-CLAIMANT TYLER B. DAVIS' PETITION FOR DECREE OF DISSOLUTION OF TOPDEVZ, LLC** **[CAL. CORP. CODE § 17707.03]** [*filed concurrently with Declaration of Tyler B. Davis*] ASSIGNED TO ARBITRATOR REBECCA CALLAHAN Hearing Date: December 1, 2021 Hearing Time: 9:00 am Hearing Dept.: Via ZOOM video conferencing
TYLER B. DAVIS, an Individual, Cross-Claimant, vs. ASHKAN RAJAEE, an Individual; and TOPDEVZ, LLC, a California Limited Liability Company, Cross-Respondents.	

I. INTRODUCTION

Respondent and Cross-Claimant Tyler B. Davis ("Davis") brings this petition for a decree of dissolution of TopDevz, LLC pursuant to the company's Operating Agreement and Cal. Corp. Code § 17707.03. The arbitrator is empowered to decree a dissolution of TopDevz, LLC ("TopDevz" or "LLC") under the arbitration provision of the Operating Agreement[1] and should grant the instant petition based on the current evidence as well as the parties' admissions in their pleadings. Dissolution is the only practical equitable remedy considering the complete breakdown in Davis' business relationship with TopDevz, LLC's only other member, Claimant and Cross-Respondent Ashkan Rajaee ("Rajaee"). Rajaee is the nominal majority member and manager of TopDevz, LLC (Rajaee=51%; Davis=49%). Rajaee's wide ranging and complete control of the company has allowed him to secretly orchestrate a pervasive economic fraud on Davis that continues to this day. The recent discovery of this fraud has subjected the company to internal deadlock and dissention. The company cannot continue to operate without prejudicing Davis' interests as a minority member and part owner. Even apart from Davis' allegations, Rajaee in his pleadings alleges that Davis committed numerous acts constituting breach of the LLC, fiduciary duty and various business-related tors. The parties mutually pleading admissions demonstrate that the members of the LLC are hopelessly deadlocked, completely alienated by internal dissension, subject to oppression and a victim of pervasive fraud and mismanagement. Consequently, dissolution is required under the statute, and the Arbitrator should order dissolution of the LLC under section 17707.03.

II. STATEMENT OF FACTS

A. The Formation of TopDevz, LLC and Operating Agreement

On or about May 9, 2017, Davis and Rajaee formed TopDevz, LLC for the purpose of owning and operating a software development business. The Operating Agreement was entered into between Davis and Rajaee as the only members of TopDevz, LLC. Rajaee is the Majority Member of TopDevz as he holds a percentage interest representing more than 50%, namely 515

[1] Davis contends that a later operating agreement, establishing the terms under which the parties did business, including the ownership percentages, was executed by the parties, but Rajaee did not provide Davis with an executed copy of the OA.

(per the later OA). Rajaee is also TopDevz's Manager and CEO. Davis is the minority member with 49% interest in the company. Davis has invested $750,000 into TopDevz, LLC.

Article IX of the Operating Agreement controls the dissolution and winding up of the company. That provision states:

> 9.1. The Company will be dissolved on the first to occur of the following events:
>
> (a) The written agreement of a Majority of Members to dissolve the Company;
>
> (b) The sale or other disposition of substantially all of the Company's assets;
>
> (c) Entry of a decree of judicial dissolution under Corp. C § 17351[2].

Article V of the Operating Agreement sets forth terms on the company's management. The business is managed by the Manager and all decisions concerning the management of the company's business are made by the Manager, Rajaee. The Manager can only be removed by a majority of Members. Effectively, Davis cannot obtain a vote to hold Rajaee accountable.

As CEO, the Manager has general supervision of the business and affairs of the company. The Manager can also not dissolve the company unless a majority of Members consent. Pursuant to Article VII, there few acts on behalf of the company which actually require the unanimous consent of the Members. These acts include transferring a membership interest, amendments to the articles of organization or operating agreement; and a compromise of the obligation of a Member to make a capital contribution to the company.

Article XI contains the Operating Agreement's Indemnification and Arbitration provision. The clause states at Section 11.2:

> Any action to enforce or interpret this Agreement, or to resolve disputes with respect to this Agreement between the Company and a Member, or between or among the Members, will be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration will be the exclusive dispute resolution process in the state of California, but arbitration will be a nonexclusive process elsewhere. Any party may commence arbitration by sending a written demand for arbitration to the other parties. The demand will set forth the nature of the matter to be resolved by arbitration. The Manager will select the place of arbitration. The substantive law of the state of California will be applied by the arbitrator to the resolution of the dispute. The

[2] Cal. Corp. Code § 17351 has since been repealed and restated at Cal. Corp. Code § 17707.03.

> parties will share equally all initial costs of arbitration. The prevailing party will be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator will be final, binding, and conclusive on all parties. Judgment may be entered on any such decision in accordance with applicable law in any court having jurisdiction of it. The arbitrator (if permitted under applicable law) or the court may issue a writ of execution to enforce the arbitrator's decision.

B. Davis Discovers Rajaee's Fraud and Oppression

Davis harbored initial concerns regarding the company's direction and financial health in November 2020 when Rajaee requested an additional capital contribution. (Davis Decl., para. 5.) Soon after, Davis learned that a Bentley was purchased under the company's name by Rajaee with an account balance of $178,285. (Id.) Davis refused to pay for the Bentley out of the company accounts since the company had already purchased a Mercedes for Rajaee to use as a company car. (Id. At para. 6.) At this time, Davis started further investigating the legitimacy of the company's expenses and TopDevz, LLC's accounting. (Id. at para. 7.) Rajaee also purchased a Rolls Royce under the company's name at a time when he was complaining to Davis that he was "cash poor" and was asking for a loan. (Davis Decl. at __.) Additionally, Mr. Davis discovered that Rajaee initiated and received numerous direct transfers of funds from TopDevz's bank account with Wells Fargo. (Id. at para. 7.) The money withdrawals from TopDevz's account were directed to Rajaee's checking account and used to pay for Rajaee's extravagant lifestyle and personal expenses. (Id. at para. 8.)

On February 8, 2021, Rajaee asked Davis again for an additional $150,000 capital contribution into TopDevz, LLC because the company was allegedly losing money. (David Decl. at para. 9.) Davis questioned how the company could be losing money when TopDevz had cut costs by reducing the executive staff and cutting all salaries by 25% at the beginning of the COVID-19 pandemic. (*Id.*) Rajaee responded in anger at Davis' questioning and refused to provide any information on the company's accounting.

Through employees of Mobile Monster and TopDevz, Siarra Wood and Sarah Blanchette, Davis then discovered that Rajaee had not reduced his own salary even though he represented that all employees would be subject to a cut and no distributions would be taken. (para. 10.) Rajaee also charged the company for the full salaries and still approved full