

# EXHIBIT 81

Counsel Email Chain (Feb. 26-27, 2021)

**From:** Jordan Matthews Jordan@weinberg-gonser.com  
**Subject:** FW: Davis v. Ashkan Mirfakhr-Rajaei, Topdevz, LLC  
**Date:** February 27, 2021 at 09:19  
**To:** Ashkan Rajaei rajaei.ashkan@gmail.com

JM

FYI (below) and the attorney in Newport Beach who was looking at your profile is also counsel for Tyler. I'm not sure why he needs three attorneys from three different law firms, but it's not an issue/concern. I will substantively address the issues raised below over the weekend.

**Jordan Matthews, Esq.**  
**WEINBERG GONSER LLP**  
**Tel: (310) 498-0233**

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**From:** "steve@sablawoffice.net" <steve@sablawoffice.net>  
**Date:** Friday, February 26, 2021 at 5:16 PM  
**To:** Jordan Matthews <jordan@weinberg-gonser.com>  
**Cc:** "joe@scaliafawoffices.net" <joe@scaliafawoffices.net>, "scarpenter@cwlawyers.com" <scarpenter@cwlawyers.com>  
**Subject:** Davis v. Ashkan Mirfakhr-Rajaei, Topdevz, LLC

Dear Jordan:

This will acknowledge receipt of your demand for arbitration as well as your email of

2-24-21. In response to your demands, we briefly respond as follows:

***Demand for Arbitration; Withdrawal or Dismissal of Davis Complaint:***

We agree there are issues raised in your demand that are subject to the arbitration clause contained in the Operating Agreement (Section 11.2) and are prepared to move forward with arbitration and will soon prepare and serve our formal response and counterclaim. However, for the reasons expressed below, we will not withdraw or dismiss our complaint at this time:

- a. We contend that the *Complaint for Dissolution of the LLC* and the concomitant procedures and remedies under Corporation Code §§ 17707.03, *et seq.* for the dissolution and winding-up of the LLC, are within the exclusive jurisdiction of the Superior Court.
- b. Article IX of the *Operating Agreement*, entitled DISSOLUTION AND WINDING UP specifies when the dissolution process commences. It provides that dissolution will occur upon... (c) *Entry of Judicial dissolution under Corp. C. [sic] section 17351*. This Article is separate and apart from the arbitration clause contained in Article XI: INDEMNIFICATION AND ARBITRATION, is consistent with case law and expresses the intent of the parties to treat dissolution as a process separate, apart and outside the arbitration provisions in ARTICLE XI. If the parties did not intend to rely on the plenary and exclusive power and authority of the superior court for dissolution,

Article X would have no meaning.

- c. Under California law, arbitrators do not have the power to invoke codified equitable remedies that remain within the court's exclusive jurisdiction such as the appointment of a receiver, as one example of the remedies part of the statutory scheme for judicial dissolution.  
*Please see end notes.*
- d. Where the arbitration clause is silent on the issue of arbitrability, the Court makes the determination. The Operating Agreement does not authorize the Arbitrator to determine arbitrability.
- e. While we are willing to discuss alternatives to accommodate both the Arbitration process and the superior court *Dissolution* process, we cannot dismiss our complaint or waive the rights of parties in arbitrations to petition the superior court for provisional remedies. We do agree to hold our complaint in abeyance pending further discussions with you and the arbitration manager and suspend our request that you accept service of the complaint at this time.

***International Centre For Dispute Resolution.***

We do not agree that the Arbitration should be hosted and managed by the International Centre For Dispute Resolution. The issues in this matter concern a California LLC and two California residents who are all subject to and entitled to an application of California law. You concede in your demand that California is *the only appropriate jurisdiction* and that *Arbitration will be the **exclusive dispute resolution process in the state of California.*** (Your emphasis.) The standard AAA rules for arbitration in the State of California should apply.

***Update on Representation of Tyler Davis***

In addition to Joe Scalia and me, Tyler Davis will be represented by the following attorney:

Scott R. Carpenter  
Cummins & White, LLP  
2424 Bristol Street, Suite 300  
Newport Beach, CA 92660-0764

Telephone No. (949) 852-1800  
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Finally, Mr. Carpenter and I will appear for the conference call with Elizabeth Browning at 12:00 noon (PST) on March 4, 2021. We look forward to discussing these and other issues with you and Ms. Browning at that time.

Thank you and have a good weekend.



**Steve Block**

#### **End Notes**

[1] "Of additional significance is section 1281.8, subdivision (b), which permits a party to an arbitration to apply to the superior court for provisional remedies, including appointment of a receiver under section 564. Like the other statutes, section 1281.8 does not authorize an arbitrator to appoint a receiver." See *Marsch v. Williams* (1994) 23 Cal. App. 4th 238.

"Arbitrators do not have the power to provide all the remedies which are available from the superior court. (See *Outdoor Services, Inc. v. Pabagold, Inc.* (1986) 185 Cal.App.3d 676, 685 [230 Cal.Rptr. 73]; see also *Luster v. Collins* (1993) 15 Cal.App.4th 1338, 1348 [19 Cal.Rptr.2d 215].) [\*\*\*14] ..." See *Marsch v. Williams* (1994) 23 Cal. App. 4th 238.

"Here, in appointing a receiver, the Panel acted without the benefit of any statutory authority empowering it to do so. HN8 The principal source of authority to appoint a receiver is section 564. Section 564 "is supplemented by a [\*246] number of additional code sections such as [Code of Civil Procedure section] 565 [on dissolution of corporation; see *infra*, § 351]; [Code of Civil Procedure section] 1422 [in escheat proceeding; see *infra*, § 353]; [Code of Civil Procedure] 3439.10 [creditor attacking fraudulent conveyance; see *infra*, § 342]; [Civil Code section] 4380 [in domestic relations cases; see *infra*, § 352]; Corp. [Code sections] 1801[, subd.] (c), 1803 [forfeiture an dissolution proceedings involving corporations; see *infra*, § 351]; Corp. [Code section] 15028 [charging order and receiver against debtor partner; see 6 Summary, Partnership, § 39]." (6 Witkin, Cal. Procedure (3d ed. 1985) Provisional Remedies, § 340, p. 288.) None of the statutes cited by Witkin permit an arbitration panel to appoint a receiver." See *Marsch v. Williams* (1994) 23 Cal. App. 4th 238.

"There is no power vested in the courts more jealously guarded or safeguarded than this very power to appoint a receiver to take, for the court, the possession and control of the property of others, and this is because, as above suggested, the exercise of the power may mean the divesting the owner of his lawful right to remain in possession of his property.

It is, therefore, obvious that, while the power to appoint a receiver is provisional and an ancillary remedy, its scope may go beyond that of a mere remedy and strike at the very substance of a person's property rights."

See *Marsch v. Williams* (1994) 23 Cal. App. 4th 238.

**Steven Block**

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