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Attorneys for Christopher R. Barclay,
Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA

In re ASHKAN MIRFAKHR RAJAEE and NASSIM RAJAEE, Debtors.	Case No. 24-00617-CL7 Chapter 7 **CHAPTER 7 TRUSTEE'S MOTION TO SELL ARBITRATION CONFIRMATION APPEAL, RELATED LITIGATION RIGHTS, AND THE ESTATE'S INTEREST IN TOPDEVZ, LLC; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF CHRISTOPHER R. BARCLAY** <u>Hearing</u>: Date: May 19, 2025 Time: 10:30 a.m. Place: Dept. 1, Room 218 325 West F Street San Diego, CA 92101 Judge: Hon. Christopher B. Latham [Notice of Hearing and Motion filed herewith]

TO THE HONORABLE CHRISTOPHER B. LATHAM, UNITED STATES BANKRUPTCY JUDGE, AND ALL INTERESTED PARTIES:

Christopher R. Barclay (the "Trustee"), the chapter 7 trustee for the bankruptcy estate of Ashkan Rajaee ("Rajaee") and Nassim Rajaee (together, the "Debtors"), hereby moves this Court for an order approving the Trustee's sale of the bankruptcy estate's right, title, and interest in the following assets:

(a) *Ashkan Rajaee v. Tyler Davis*, International Centre for Dispute Resolution Case No. 01-21-9983 (the "Arbitration");

(b) *Tyler Davis v. Ashkan Rajaee*, San Diego County Superior Court Case No. 37-2022-00026691-CU-PA-CTL (the "Arbitration Confirmation Action");

(c) *Askhan Rajaee v. Tyler Davis et al.*, Cal. Ct. of Appeal Case No. D082966 (4th App. Dist.) (the "Arbitration Confirmation Appeal");

(d) *Tyler Davis v. Ashkan Rajaee*, Sacramento County Superior Court Case No. 34-2021-00295173-CU-BT-GDS, consolidated with *Ashkan Rajaee v. Tyler Davis*, Sacramento County Superior Court Case No. 34-2022-00316510-CU-MC-GDS (together, the "Arbitration-Related Actions"); and

(e) the estate's membership interest in TopDevz, LLC ("TopDevz").

The Arbitration, the Arbitration Confirmation Action, the Arbitration Confirmation Appeal, the Arbitration-Related Actions, and the estate's interest in TopDevz are collectively referred to in this Motion as the "Purchased Assets."

The Trustee proposes to sell the Purchased Assets to (a) Tyler Davis ("Davis") and TopDevz (together with Davis, the "Buyers") for $100,000.00 pursuant to the Purchase and Sale Agreement dated March 20, 2025 (the "Agreement") and attached as **Exhibit A** to the Declaration of Christopher R. Barclay; or (b) to any person or entity who appears at the hearing on the Motion and submits a higher acceptable bid in accordance with the Trustee's proposed overbid procedures.

PROPOSED SALE

The Buyers have agreed to purchase the Purchased Assets for $100,000.00 in cash. The sale has no contingencies and the Buyers have already provided the Trustee with an earnest money deposit equal to the full amount of the purchase price. The Purchased Assets are being sold on an "as is, where is" basis, with no warranties, recourse, contingencies, or representations of any kind. The proposed sale to the Buyers is subject to approval of this Court and to qualified overbids.

PROPOSED OVERBID PROCEDURES

The Trustee proposes the following overbid procedures in connection with the sale of the Purchased Assets (the "Overbid Procedures"):

1. Overbid Deadline.

Any party wishing to bid on the Purchased Assets shall submit a bid in accordance with these procedures no later than 5:00 p.m., prevailing Pacific Time, on May 12, 2025 (the "Overbid Deadline"). In his sole and absolute discretion, the Trustee shall have the right to accept additional overbids submitted prior to the sale hearing but after the Overbid Deadline.

2. Minimum Initial Overbid.

The minimum initial overbid amount shall be $125,000.00 (the "Minimum Overbid").

3. Overbid Requirements.

Any party wishing to submit an overbid for the Purchased Assets must deliver the following two items to the Trustee's counsel (whose name and address is set forth on the upper left corner of the first page of this Motion) by no later than the Overbid Deadline:

(a) A cashier's check, payable to "Christopher R. Barclay, Chapter 7 Trustee," in the full bid amount which serves as a good faith deposit (the "Deposit").

(b) A binding written offer signed by the proposed overbidder containing all material terms which shall be no less favorable to the estate than the terms of the

Agreement. The Trustee may require prospective bidders to sign definitive agreements with the Trustee prior to the hearing on the Motion.

4. Multiple Bids and Auction.

In the event the Trustee receives multiple overbids in the same amount, the Trustee will accept the overbids in the order in which they were received and shall advise the party who submitted such overbid last that it must increase its bid at the hearing on the Motion to purchase the Purchased Assets.

All parties who have submitted timely bids and otherwise satisfied the foregoing requirements (including the Buyers) may participate in an auction to be conducted at the hearing on the Motion. Each subsequent bid at the auction shall be in increments of at least $5,000.00.

The Trustee will request authority to sell the Purchased Assets to the bidder who makes the highest overbid (the "Winning Bidder"), and for authority to sell the Purchased Assets to the next highest bidder if the Winning Bidder fails to perform.

5. Performance by the Buyer/Winning Bidder.

In the event of an auction, the Winning Bidder's deposit shall be applied towards the total purchase price. The Winning Bidder must tender any remaining balance of the total purchase price to the Trustee via cashier's check or immediately available funds no later than two (2) court days after the hearing on the Motion. To the extent the Winning Bidder fails to perform under its bid, that bidder's entire deposit shall be nonrefundable and forfeited to the Trustee.

To the extent the Buyers or another overbidder is not the Winning Bidder, that party's deposit will be refunded by the Trustee.

6. Agreement to Terms and Overbid Procedures.

Any overbidder's tender of the Deposit to the Trustee shall serve as that overbidder's agreement with these proposed overbid procedures and the terms of sale of the Purchased Assets discussed herein. All overbidders shall be deemed to have consented to the Bankruptcy Court's jurisdiction to enter final orders and waived any right to jury trial in connection with any disputes related to the auction or the closing of the sale. The Bankruptcy Court shall be the exclusive forum for any such disputes.

GROUNDS FOR MOTION

This Motion is made pursuant to 11 U.S.C. § 363 and Federal Rule of Bankruptcy Procedure 6004 on the grounds that the sale of the Purchased Assets is in the best interests of the Debtors' bankruptcy estate. Moreover, the Overbid Procedures provide a process by which the Trustee could secure a higher price for the Purchased Assets.

This Motion is based on the accompanying Memorandum of Points and Authorities, the Declaration of Christopher R. Barclay and attached exhibits, all other papers and records in the Debtors' bankruptcy case, all matters of which this Court may take judicial notice and such further evidence and argument as may be presented to the Court at or before any hearing on this matter.

CONCLUSION

WHEREFORE, the Trustee respectfully requests that the Court enter an Order as follows: (a) approving the proposed Overbid Procedures; (b) confirming the sale to the Buyers or the Winning Bidder; (c) authorizing the Trustee to execute any and all documents necessary to consummate the sale; (d) finding that the Buyers or the Winning Bidder is a "good faith" purchaser entitled to the protections of Bankruptcy Code § 363(m); (e) waiving the 14-day stay prescribed by Federal Rule of Bankruptcy Procedure 6004(h); and (f) providing such other and further relief as is proper and just.

DATED: April 2, 2025

FINLAYSON TOFFER
ROOSEVELT & LILLY LLP

By: *\/s/ Jesse S. Finlayson*
Jesse S. Finlayson
Attorneys for Christopher R. Barclay,
Chapter 7 Trustee

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MEMORANDUM OF POINTS AND AUTHORITIES

The Trustee submits the following Memorandum of Points and Authorities in support of the Motion:[1]

I. INTRODUCTION

The Trustee seeks an order approving the sale of the Purchased Assets to: (a) the Buyers for $100,000.00 pursuant to the Agreement attached as **Exhibit A** to the Declaration of Christopher R. Barclay; or (b) the Winning Bidder pursuant to the Trustee's proposed Overbid Procedures (detailed above).

The Trustee believes all prerequisites for approval of the sale under the Bankruptcy Code have been satisfied and the Motion should be granted.

II. BACKGROUND

The Motion is based on the following facts:[2]

A. The Bankruptcy and Conversion to Chapter 7.

On February 26, 2024, the Debtors filed bankruptcy under chapter 11 of the Bankruptcy Code with this Court. ECF No. 1.

On May 9, 2024, this Court entered an order converting the Debtors' bankruptcy case from chapter 11 to chapter 7, and the Trustee was subsequently appointed. ECF No. 37.

B. The Davis-Rajaee Dispute.

Prior to bankruptcy, Rajaee and Davis were business partners. ECF No. 124-1 at ¶ 3. They each owned interests in TopDevz. *Id.* at ¶ 4. A dispute eventually arose between Rajaee and Davis. *Id*.

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[1] Unless otherwise indicated, capitalized terms used in this Memorandum of Authorities have the meaning given to them in the preceding Motion.

[2] The facts stated in this Memorandum of Points and Authorities are supported, in part, by the prior Declarations submitted by D. Edward Hays [ECF No. 19], the Trustee's counsel [ECF No. 124-1], and the Trustee [ECF No. 230]. The Ninth Circuit has expressly held that this Court may consider such prior evidence. *See In re Acequia, Inc.*, 787 F.2d 1352, 1359 (9th Cir. 1986).

On or about February 23, 2021, Rajaee commenced the Arbitration against Davis. *Id.* at ¶ 5. In the course of the arbitration, Davis and Rajaee disputed their relative ownership interests in TopDevz. *Id.* at ¶ 5. Rajaee contended that he owned 51% of TopDevz, whereas Davis contended he owned in excess of 95% of the company. Rajaee and Davis also accused each other of misconduct related to the management of TopDevz.

On or about May 12, 2023, the Arbitrator issued a Final Award. *Id.*, Ex. A. Rajaee lost. *Id.*, Ex. A at 64-68. Among other things, the Arbitrator confirmed that Davis owned more than 95% of TopDevz, determined that Davis had the right to dissolve TopDevz under applicable California law, and found that Rajaee had improperly taken millions out of TopDevz. *Id.* Based on these findings, the Arbitrator awarded Davis $1,704,415.64 against Rajaee, and awarded TopDevz an additional $7,670,151.00 against Rajaee. *Id.*

On or about June 6, 2023, Davis and TopDevz filed a Petition to Confirm the Arbitration Award with the San Diego Superior Court in the Arbitration Confirmation Action. *Id.* at ¶ 8. Rajaee unsuccessfully opposed the Petition and it was granted. *Id.*

On or about October 6, 2023, Rajaee filed the Arbitration Confirmation Appeal. In that appeal, Rajaee challenged the Arbitration Confirmation Judgment. *Id.* at ¶ 10. The Arbitration Confirmation Appeal is currently stayed.

In addition to the Arbitration Confirmation Appeal, Rajaee filed several additional lawsuits collaterally attacking the Arbitration Award/Arbitration Confirmation Judgment in both state and federal court. *See generally id.* at ¶¶ 27-33, Ex. B.

C. The Davis/TopDevz Proofs of Claim.

On May 6, 2024, Davis and TopDevz filed Proof of Claim Nos. 8-2 and 9-2 in the Debtors' bankruptcy case (the "Davis/TopDevz Proofs of Claim"). In Proof of Claim No. 8-2, Davis asserted a general unsecured claim in the amount of $1,748,776.84 and, in Proof of Claim No. 9-2, TopDevz asserted a general unsecured claim in the amount of $7,869,785.04. The Davis/TopDevz Proofs of Claim are based on the Arbitration Award/Arbitration Confirmation Judgment.

D. The Prior Settlement.

The Trustee entered into a prior Settlement Agreement dated October 15, 2024 with Davis and TopDevz to resolve certain of the legal disputes between the estate and Davis/TopDevz (the "Prior Settlement Agreement"). ECF No. 124. Among other preserved claims, the Prior Settlement Agreement expressly excluded the Arbitration Confirmation Appeal and any proceedings on remand in either the Arbitration and/or the Arbitration Confirmation Action. It also excluded the Arbitration-Related Actions. *Id.*

The Prior Settlement Agreement also preserved the estate's rights, duties, and obligations with respect to the following four cases, for which Davis and TopDevz agreed to waive and release any liens they had filed: (1) *Ashkan Rajaee v. Kresses and Piasecki Legal PC, et al.*, U.S.D.C, Case No. 3:22-cv-00895-WQH-MMP (S.D. Cal.); (2) *Ashkan Rajaee v. Lavine Lofgren Morris and Engelberg LLP, et al*., S.D.S.C. Case No. 37-2023-00011085-CU-PN-CTL; (3) *Ashkan Rajaee v. Weinberg Gonser Frost LLP et al.*, L.A.S.C. Case No. 23SMCV00121; and (4) *Ashkan Rajaee v. SeaNet Company, Inc. et al.*, O.C.S.C. Case No. 30-2022-01290103-CU-SL-CJC (collectively, the "Debtor's Third-Party Actions").[3] *Id.*

On October 23, 2024, the Trustee filed a motion to approve the Prior Settlement Agreement. ECF No. 141.

On December 10, 2024, this Court entered an Order approving the Prior Settlement Agreement. ECF No. 159.

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[3] The Trustee has previously settled two of these actions. *See* ECF No. 159. The Trustee is currently seeking Bankruptcy Court approval of a third settlement. ECF No. 269. The only remaining action involves the estate's legal malpractice claims against Weinberg Gonser Frost LLP and Jordan Matthews.

E. The Proposed Abandonment and Davis/TopDevz's Offer.

On February 6, 2025, the Trustee filed a Notice of Proposed Abandonment of Property (the "Abandonment Notice"). ECF No. 197. The Abandonment Notice sought an order approving the Trustee's proposed abandonment of the estate's interests in the Purchased Assets. *Id.* As explained in the Abandonment Notice, the Trustee believed that retaining the Purchased Assets and prosecuting the Arbitration Confirmation Appeal was burdensome to the estate and not in the bankruptcy estate's best interest for several reasons. *Id.*

On February 20, 2025, Davis/TopDevz filed an Opposition to the Abandonment Notice (the "Opposition"). ECF No. 211. The Opposition contained an offer to purchase the Proposed Abandoned Assets for $80,000.00. *Id.* The following day, Davis/TopDevz filed a Request and Notice of Hearing scheduling the hearing on the Abandonment Notice/Opposition for March 31, 2025. ECF No. 213.

After negotiations, Davis/TopDevz and the Trustee have agreed to a purchase and sale of the Purchased Assets for $100,000.00.

On March 26, 2025, the Trustee filed a formal Withdrawal of the Abandonment Notice, ECF No. 271, and the matter was taken off calendar, ECF No. 272.

F. The Material Terms of the Proposed Sale.

The Trustee now seeks to sell the Purchased Assets to the Buyers for $100,000.00 pursuant to the Agreement, subject to overbid. The basic terms of the proposed sale are as follows:

1. The proposed sale is subject to overbidding and entry of an order by the Bankruptcy Court approving the sale (the "Approval Order").

2. The Purchased Assets will be sold to the Buyers for the total purchase price of $100,000.00 or to the Winning Bidder for the amount bid at the sale hearing. The Buyers have already paid the full purchase price to the Trustee to act as a good faith deposit.

3. Upon entry of the Approval Order, the Trustee shall be deemed to have sold and transferred to Davis (or his nominee) all of the estate's right, title, and interests in the Purchased Assets.

4. The Trustee is not required to incur any additional expense or take any further actions to facilitate the transfer of the Purchased Assets to the Buyers, except that the Trustee has agreed to (a) sign such documents prepared by Davis at his sole expense and consistent with the terms of this Agreement reasonably necessary to effectuate or evidence the Trustee's transfer of the Purchased Assets to Davis (or his nominee); and (b) execute an assignment or bill of sale of the bankruptcy estate's interest in TopDevz to Davis (or his nominee). These provisions were included in the Agreement at the Trustee's insistence to ensure that the proposed sale did not result in any additional legal obligations on the part of the Trustee and, in that sense, roughly approximates an abandonment.

4. Upon the Trustee's transfer of the Purchased Assets to Davis, (a) these assets shall no longer constitute property of the Debtors' bankruptcy estate; (b) the automatic stay shall no longer apply to them; and (c) Davis may proceed under applicable non-bankruptcy law to dismiss or otherwise dispose of the Arbitration Confirmation Appeal, dissolve TopDevz, and enforce the Arbitration Confirmation Judgment against non-bankruptcy estate property. However, the automatic stay shall remain in full force and effect with respect to the Trustee and any remaining property of the Debtors' bankruptcy estate not included in the Purchased Assets.

5. The Purchased Assets are being sold on an "as is, where is" basis, with no warranties, recourse, contingencies, or representations of any kind.

6. Davis and TopDevz will retain their general unsecured claims against the bankruptcy estate as set forth in the Davis/TopDevz Proofs of Claim and such general unsecured claims shall be deemed allowed and not subject to objection because they are based on the Arbitration Award and the Arbitration Confirmation Judgment.

7. The parties exchange general mutual releases, including waivers of California Civil Code § 1542. Consistent with the Prior Settlement Agreement, the Trustee's release excludes the bankruptcy estate's rights, claims, or defenses in the Debtor's Third-Party Actions.

III. ARGUMENT

The Motion should be granted for the following reasons:

A. The Proposed Overbid Procedures.

Bankruptcy courts frequently have considered and approved overbid procedures in connection with proposed sales of property of the estate. *See, e.g., Doehring v. Crown Corp. (In re Crown Corp.)*, 679 F.2d 774, 775-76 (9th Cir. 1982) (noting that the district court had required specified minimum overbid amounts, deposits, and the terms of purchase agreement to be used by bidders); *In re Crowthers McCall Pattern, Inc.*, 114 B.R. 877, 879 (Bankr. S.D.N.Y. 1990) (noting that the bankruptcy court had entered an order requiring that overbids be made in specified minimum increments).

Here, the streamlined Overbid Procedures are reasonable and intended to provide structure to the overbid process, while maximizing the value of the Purchased Assets for the benefit of the bankruptcy estate and its creditors. The Trustee believes that the proposed Overbid Procedures are appropriate and should be approved.

B. The Proposed Sale is Supported by a Valid Business Justification and is in the Best Interests of the Estate and its Creditors.

"The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1).

A proposed sale of estate property will be approved if it is in the best interests of the estate, based on the facts and history of the case. *See In re America West Airlines*, 166 B.R. 908, 912 (Bankr. D. Ariz. 1994) (citing *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983)). "'The bankruptcy court has considerable discretion in deciding whether to approve or disapprove the use of estate property by a [trustee or] debtor in possession.'" *In re Point Ctr. Fin., Inc.*, 957 F.3d 990, 999 (9th Cir. 2020) (quoting *In* *re Walter*, 83 B.R. 14, 17 (B.A.P. 9th Cir. 1988)); *In re WPRV-TV*, 983 F.2d 336, 340 (1st Cir. 1993); *New Haven Radio, Inc. v. Meister (In re Martin-Trigona)*, 760 F.2d 1334, 1346 (2d Cir. 1985); *Lionel*, 722 F.2d at 1069; *Stephens Indus., Inc. v. McClung*, 789 F.2d 386, 390-91 (6th Cir. 1986).

The trustee "must articulate a business justification for the sale." *In re Verity Health Sys. of California, Inc.*, 598 B.R. 283, 292 (Bankr. C.D. Cal. 2018) (citing *In re Walter*, 83 B.R. at 19-20). "Whether the articulated business justification is sufficient 'depends on the case,' in view of 'all salient factors pertaining to the proceeding.'" *Id.*; *see also Stephens Indus.*, 789 F.2d at 390; *In re Baldwin United Corp.*, 43 B.R. 888, 905 (Bankr. S.D. Ohio 1984).

Here, the Trustee's justification for the proposed sale is self-evident. The Trustee initially sought to abandon the Purchased Assets. ECF No. 197. As explained in the Abandonment Notice, the Trustee believes that retaining and prosecuting the Arbitration Confirmation Appeal does not make economic sense for the estate. *Id.* For this reason, the Trustee was prepared to abandon these rights back to the Debtor. *Id.* In response, the Buyers offered to purchase these assets for $80,000.00 and subsequently increased their offer to $100,000.00. Faced with this offer, the Trustee's choice was obvious—$100,000.00 is more than zero. Declaration of Christopher R. Barclay ("Barclay Decl.") at ¶ 9.

The Trustee is selling the Purchased Assets consistent with his statutory duties to "collect and reduce to money the property of the estate for which such trustee serves …." 11 U.S.C. § 704(a)(1). The Trustee believes in his sound business judgment that the proposed sale is in the best interests of the estate and its creditors.

C. The Buyers Should be Deemed Good Faith Purchasers.

Bankruptcy Code § 363(m) provides:

> The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to any entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

A good faith buyer "is one who buys 'in good faith' and 'for value.'" *Ewell v. Diebert (In re Ewell)*, 958 F.2d 276, 281 (9th Cir. 1992) (citing *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 147 (3d Cir. 1986)). "[L]ack of good faith is [typically] shown by 'fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.'" *Id.* (quoting *Community Thrift & Loan v. Suchy (In re Suchy)*, 786 F.2d 900, 902 (9th Cir. 1985)).

Here, the Buyers are acting in good faith and have agreed to pay fair value for the Purchased Assets. Barclay Decl. at ¶¶ 10-12. The Trustee was represented by counsel during the negotiation of the Agreement, and the Agreement is the product of arms' length negotiations. *Id.* The Buyers have no pre-existing connection with the Trustee. *Id.* Moreover, the Buyers are clearly adverse to the Debtors. *Id.* The Buyers are not colluding with the Debtors. *Id.* For these reasons, the Trustee respectfully submits that the Buyers qualify as good faith purchasers under section 363(m).

D. The Waiver of the Stay is Appropriate.

Under Federal Rule of Bankruptcy Procedure 6004(h), an order authorizing the sale of property is stayed for 14 days after the entry of the order, unless a court orders otherwise. Fed. R. Bankr. P. 6004(h). The Advisory Committee Notes to the rule state that a court may, in its discretion, order that the stay is inapplicable so that the sale may take place immediately upon entry of the order. *See* Fed. R. Bankr. P. 6004(g) Advisory Committee's Note to 1999 Amendment.

Waiver of the stay imposed by Rule 6004(h) is appropriate here. The Arbitration Confirmation Appeal has been stayed since this bankruptcy case was initially filed early last year. The matter needs to move forward one way or another (which is one of the reasons the Trustee filed the Abandonment Notice when he did). Parties in interest have been aware of the Buyers' potential purchase of the Purchased Assets since at least February 20, 2025, when the Buyers filed their Opposition to the Abandonment Notice. Any additional delay is prejudicial to the estate. Due to the benefit to the bankruptcy estate and creditors in allowing the sale to close quickly, the Trustee respectfully submits that waiver of the Rule 6004(h) stay is appropriate. Barclay Decl. at ¶ 13.

IV. CONCLUSION

WHEREFORE, the Trustee respectfully requests that the Court enter an Order as follows: (a) approving the proposed Overbid Procedures; (b) confirming the sale to the Buyers or the Winning Bidder; (c) authorizing the Trustee to execute any and all documents necessary to consummate the sale; (d) finding that the Buyers or the Winning Bidder is a "good faith" purchaser entitled to the protections of Bankruptcy Code § 363(m); (e) waiving the 14-day stay prescribed by Federal Rule of Bankruptcy Procedure 6004(h); and (f) providing such other and further relief as is proper and just.

DATED: April 2, 2025

FINLAYSON TOFFER
ROOSEVELT & LILLY LLP

By: */s/ Jesse S. Finlayson*
Jesse S. Finlayson

Attorneys for Christopher R. Barclay,
Chapter 7 Trustee

DECLARATION OF CHRISTOPHER R. BARCLAY

I, Christopher R. Barclay, declare as follows:

1. I am the chapter 7 trustee for the bankruptcy estate of Ashkan Rajaee and Nassim Rajaee. I submit this Declaration in support of the foregoing Motion to Sell Arbitration Confirmation Appeal, Related Litigation Rights, and the Estate's Interest in TopDevz, LLC. Capitalized terms in this Declaration that are not otherwise defined shall have the meaning given to them in the Memorandum of Points and Authorities. If called as a witness, I could and would testify accurately and competently to the contents of this Declaration.

2. The facts stated in the Motion and Memorandum of Points and Authorities are true and correct to the best of my knowledge and belief.

3. On February 26, 2024, the Debtors filed bankruptcy under chapter 11 of the Bankruptcy Code with this Court.

4. On May 9, 2024, this Court entered an order converting the Debtors' bankruptcy case from chapter 11 to chapter 7. I was subsequently appointed as the chapter 7 trustee.

5. A true and accurate copy of the proposed Agreement is attached to this Declaration as **Exhibit A**.

6. Under the terms of the Agreement, I am proposing to sell the Purchased Assets to the Buyers for $100,000.00.

7. I believe all prerequisites for approval of the sale under applicable provisions of the Bankruptcy Code have been satisfied and, therefore, request that the Court grant the Motion.

8. I have satisfied each of the applicable elements governing the proposed sale of the Purchased Assets, and I have sound business reasons for entering into and seeking consummation of the sale.

9. I believe the $100,000.00 purchase price is reasonable given the issues with the Purchased Assets. As explained above, I was initially willing to abandon the

Purchased Assets to the Debtors. The problems with administering the Purchased Assets are described in detail in the Abandonment Notice. The Buyers initially offered $80,000.00 for the Purchased Assets. Prior to signing the Agreement, I was able to negotiate an increase in the purchase price to $100,000.00.

10. At all relevant times, the Buyers and I have engaged in an arms' length negotiations regarding the possible sale of the Purchased Assets. All negotiations were conducted through counsel.

11. The sale of the Purchased Assets will benefit the Debtors' bankruptcy estate by generating funds for the estate and its creditors. Given the present circumstances, I believe that the proposed sale terms are fair and reasonable, and the sale should be approved.

12. To the best of my knowledge, the Buyers have (a) no relationship to me that existed prior to this bankruptcy case, (b) prepared and submitted the offer in good faith in response to the Abandonment Notice, and (c) performed all of the conditions imposed on them in connection with the sale. To my knowledge, there are no facts suggesting bad faith or calling into question the propriety of the sale. As such, I believe the Court should extend section 363(m) protection to the Buyers. To the extent that a third-party bidder purchases the Purchased Assets, I reserve the right to request that the section 363(m) protections be extended to the overbidder as well.

13. I believe there is cause to waive the 14-day stay prescribed by Federal Rule of Bankruptcy Procedure 6004(h) because waiving the stay will expedite a consummation of the sale.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 2, 2025, at San Diego, California.

CHRISTOPHER R. BARCLAY

EXHIBIT A

PURCHASE AND SALE AGREEMENT

This Purchase and/Sale Agreement (this "Agreement") is entered into this 20th day of March 2025, by and between Christopher R. Barclay (the "Trustee"), solely in his capacity as chapter 7 trustee for the bankruptcy estate of Ashkan Rajaee ("Rajaee") and Nassim Rajaee (collectively, the "Debtors"), in U.S.B.C. Case No. 24-00617-CL7 (the "Bankruptcy Case"), and Tyler Davis ("Davis") and TopDevz, LLC ("TopDevz"), with reference to the following recitals:

RECITALS

A. Prior to bankruptcy, Rajaee and Davis owned interests in TopDevz.

B. On or about February 23, 2021, Rajaee commenced an arbitration against Davis with the International Centre for Dispute Resolution, ICDR Case No. 01-21-9983 (the "Arbitration"). Davis filed a counterclaim against Rajaee in the Arbitration. The dispute between Rajaee and Davis in the Arbitration included disputes regarding their ownership and management of TopDevz.

C. On or about May 12, 2023, the Arbitrator issued a Final Award (the "Arbitration Award").

D. On or about June 6, 2023, Davis and TopDevz filed a Petition to Confirm the Arbitration Award with the San Diego Superior Court in *Tyler Davis v. Ashkan Rajaee*, San Diego County Superior Court Case No. 37-2022-00026691-CU-PA-CTL (the "Arbitration Confirmation Action"). Rajaee unsuccessfully opposed the Petition and it was granted. Also, Rajaee filed two unsuccessful motions to set aside the Arbitration Award and four unsuccessful motions to disqualify the Arbitrator.

E. On or about August 15, 2023, the Superior Court entered a Judgment confirming the Arbitration Award (the "Arbitration Confirmation Judgment").

F. On or about October 6, 2023, Rajaee filed an appeal of the Arbitration Confirmation Judgment, *Askhan Rajaee v. Tyler Davis et al.*, Cal. Ct. of Appeal Case No. D082966 (4th App. Dist.) (the "Arbitration Confirmation Appeal"). The appeal is currently stayed.

G. In addition to the Arbitration Confirmation Appeal, Rajaee filed several additional lawsuits collaterally attacking the Arbitration Award/Arbitration Confirmation Judgment in both state and federal court.

H. On February 26, 2024 (the "Petition Date"), the Debtors commenced the Bankruptcy Case under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of California (the "Bankruptcy Court").

I. On May 6, 2024, Davis and TopDevz filed Proof of Claim Nos. 8-2 and 9-2 in the Debtors' bankruptcy case (the "Davis/TopDevz Proofs of Claim"). In Proof of Claim No. 8-2, Davis asserted a general unsecured claim in the amount of $1,748,776.84 and, in Proof of Claim No. 9-2, TopDevz asserted a general unsecured claim in the amount of $7,869,785.04. The

Davis/TopDevz Proofs of Claim are based on the Arbitration Award/Arbitration Confirmation Judgment.

J. On May 9, 2024, the Bankruptcy Court entered an order converting the Bankruptcy Case from chapter 11 to chapter 7.

K. The Trustee is the duly authorized and appointed representative of the Debtors' bankruptcy estate pursuant to 11 U.S.C. § 704.

L. The Trustee entered into a prior Settlement Agreement dated October 15. 2024 with Davis and TopDevz to resolve certain of the legal disputes between the estate and Davis/TopDevz (the "Prior Settlement Agreement"). Among other preserved claims, the Prior Settlement Agreement expressly excluded the Arbitration Confirmation Appeal and any proceedings on remand in either the Arbitration and/or the Arbitration Confirmation Action. It also excluded two state court actions related to the Arbitration: *Tyler Davis v. Ashkan Rajaee*, Sacramento County Superior Court Case No. 34-2021-00295173-CU-BT-GDS, consolidated with *Ashkan Rajaee v. Tyler Davis*, Sacramento County Superior Court Case No. 34-2022-00316510-CU-MC-GDS (together, the "Arbitration-Related Actions").

M. The Prior Settlement Agreement also preserved the estate's rights, duties, and obligations with respect to the following four cases, for which Davis and TopDevz agreed to waive and release any liens they had filed: (i) *Ashkan Rajaee v. Kresses and Piasecki Legal PC, et al.*, U.S.D.C, Case No. 3:22-cv-00895-WQH-MMP (S.D. Cal.); (ii) *Ashkan Rajaee v. Lavine Lofgren Morris and Engelberg LLP, et al.*, San Diego Superior Court Case No. 37-2023-00011085-CU-PN-CTL; (iii) *Ashkan Rajaee v. Weinberg Gonser Frost LLP et al.*, Los Angeles Superior Court Case No. 23SMCV00121; and (iv) *Ashkan Rajaee v. SeaNet Company, Inc. et al.*, Orange County Superior Court Case No. 30-2022-01290103-CU-SL-CJC (collectively, the "Debtor's Third-Party Actions").

N. On October 23, 2024, the Trustee filed a motion to approve the Prior Settlement Agreement as ECF No. 141.

O. On December 10, 2024, this Court entered an Order approving the Prior Settlement Agreement as ECF No. 159.

P. On February 6, 2025, the Trustee filed a Notice of Proposed Abandonment of Property as ECF No. 197 (the "Abandonment Notice"). The Abandonment Notice seeks an Order approving the Trustee's proposed abandonment of the estate's interests in the Arbitration Confirmation Appeal, the Arbitration, the Arbitration Confirmation Action, the Arbitration-Related Actions, and TopDevz (collectively, the "Proposed Abandoned Assets").

Q. On February 20, 2025, Davis/TopDevz filed an Opposition to the Abandonment Notice as ECF No. 211 (the "Opposition"). The Opposition contained an offer to purchase the Proposed Abandoned Assets for $80,000.00. The following day, Davis/TopDevz filed a Request and Notice of Hearing scheduling the hearing on the Abandonment Notice/Opposition for March 31, 2025. ECF No. 213.

R. After negotiations, Davis/TopDevz and the Trustee have agreed to a purchase and sale of the Proposed Abandoned Assets for $100,000.00.

S. The Trustee and Davis/TopDevz are entering into this Agreement to formalize the terms of Davis/TopDevz's agreement which is subject to Bankruptcy Court approval and overbid. Therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trustee and Davis/TopDevz hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. Subject to this Agreement and the conditions stated herein, Recitals A through S, inclusive, are incorporated herein by this reference.

2. Effectiveness of this Agreement. This Agreement shall become effective when and only when the Bankruptcy Court enters an order approving this Agreement pursuant to 11 U.S.C. § 363 and Federal Rule of Bankruptcy Rule 6004 (the "Approval Order"). As soon as reasonably practical after execution of this Agreement by all parties and the Trustee's receipt of the Purchase Price (defined below), the Trustee shall withdraw the Abandonment Notice and file a motion seeking approval of this Agreement (the "Sale Motion"). The Trustee's sale of the Proposed Abandoned Assets to Davis/TopDevz is subject to notice to creditors, approval by the Bankruptcy Court, and higher and better bids received by the Trustee prior to the hearing on the Sale Motion. If this Agreement is not approved by the Bankruptcy Court within 90 days after the date of this Agreement, this Agreement shall be null and void and of no force or effect, and shall not be admissible against the parties for any purpose.

3. Deposit; Purchase Price. No later than 1:00 p.m. Pacific time on Friday, March 28, 2025, Davis/TopDevz shall deliver to the Trustee the sum of $100,000.00 (the "Purchase Price"). The Purchase Price shall be made by wire, check, or money order and made payable to "Christopher R. Barclay, Chapter 7 Trustee" and delivered to the Trustee at the following address: Christopher R. Barclay, P.O. Box 2819, La Mesa, CA 91943-2819. The Trustee shall hold the Purchase Price as a deposit pending Bankruptcy Court approval of this Agreement. If the Bankruptcy Court enters an Order denying approval of this Agreement or fails to approve this Agreement by the 90-day deadline under the preceding paragraph, the Trustee shall promptly return the Purchase Price to Davis/TopDevz.

4. Purchased Assets. Upon the Trustee's actual receipt of the Purchase Price and entry of the Approval Order, the Trustee shall be deemed to have sold and transferred to Davis (or his nominee) all of the estate's right, title, and interests in the Proposed Abandoned Assets (*i.e.*, the Arbitration Confirmation Appeal, the Arbitration, the Arbitration Confirmation Action, the Arbitration-Related Actions, and TopDevz). The Trustee shall not be required to incur any additional expense or take any further actions under this paragraph, **except** that the Trustee agrees to sign such documents prepared by Davis at his sole expense and consistent with the terms of this Agreement reasonably necessary to effectuate or evidence the Trustee's transfer of the Proposed Abandoned Assets to Davis (or his nominee), including (if necessary): (a) appearing in the Arbitration Confirmation Appeal, the Arbitration Confirmation Action, and the Arbitration-Related Actions solely for the purposes of executing an assignment of the bankruptcy estate's rights in those actions to Davis (or his nominee) and assisting Davis (or his

nominee) in dismissing the Arbitration Confirmation Appeal; and (b) executing an assignment or bill of sale of the bankruptcy estate's interest in TopDevz to Davis (or his nominee).

5. The Automatic Stay. Upon the Trustee's transfer of the Proposed Abandoned Assets to Davis pursuant to the preceding paragraph, (a) these assets shall no longer constitute property of the Debtors' bankruptcy estate under 11 U.S.C. § 541; (b) the automatic stay under 11 U.S.C. § 362 shall no longer apply to them; and (c) Davis may proceed under applicable non-bankruptcy law to dismiss or otherwise dispose of the Arbitration Confirmation Appeal, dissolve TopDevz, and enforce the Arbitration Confirmation Judgment against non-bankruptcy estate property. The automatic stay under 11 U.S.C. § 362 shall remain in full force and effect with respect to the Trustee and any remaining property of the Debtors' bankruptcy estate not included in the Proposed Abandoned Assets.

6. "As-Is," "Where-Is" Condition; No Warranties. Davis/TopDevz acknowledge and agree that, to the maximum extent permitted by law, the sale contemplated by this Agreement is made "as-is," "where-is," and "with all faults." The Trustee has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting the Proposed Abandoned Assets.

7. The Davis/TopDevz Proofs of Claim. Davis and TopDevz shall retain their general unsecured claims against the bankruptcy estate as set forth in the Davis/TopDevz Proofs of Claim and such general unsecured claims shall be deemed allowed and not subject to objection because they are based on the Arbitration Award and the Arbitration Confirmation Judgment.

8. Mutual General Releases.

(a) Release by the Trustee. Except for the rights, duties, and obligations created or expressly preserved by this Agreement and the Prior Settlement Agreement, the Trustee, on behalf of the Debtors' bankruptcy estate, his successors and assigns, hereby releases and forever discharges Davis and TopDevz, their agents, partners, insurers, attorneys, accountants, representatives, successors, assigns, officers, directors, employees, and stockholders (in each case, in such capacity), jointly and severally, from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, and expenses (including, but not limited to, attorney's fees), damages, injuries, actions and causes of actions (including, but not limited to, all avoidance actions of any type), of whatever kind or nature, whether legal or equitable, known or unknown, suspected or unsuspected, contingent or fixed, arising out of or related to any matter whatsoever from the beginning of time to the date of this Agreement, **provided**, **however**, nothing in this paragraph or this Agreement (consistent with the Prior Settlement Agreement) shall constitute a release of or in any way impair the bankruptcy estate's rights, claims, or defenses in the Debtor's Third-Party Actions.

(b) Release by Davis/TopDevz. Except for the rights, duties, and obligations created or expressly preserved by this Agreement (including the Davis/TopDevz Proofs of Claim), Davis and TopDevz, on their own behalf and on behalf of their successors and assigns, hereby release and forever discharge the Trustee, all property of the Debtors' bankruptcy estate, and the Debtors' bankruptcy estate (but not the Debtors), and their respective agents, attorneys, accountants, representatives, successors, and assigns (in each case, in such capacity), jointly and severally, from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, and expenses (including, but not limited to, attorney's fees), damages, injuries, actions and causes of actions, of whatever kind or nature, whether legal or equitable, known or unknown, suspected or unsuspected, contingent or fixed, arising out of or related to any matter whatsoever from the beginning of time to the date of this Agreement.

(c) Acknowledgment and Waiver of California Civil Code § 1542. The Parties expressly waive any and all rights under section 1542 of the Civil Code of the State of California, which provides as follows:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

THE PARTIES EXPRESSLY WAIVE AND RELEASE ANY RIGHT OR BENEFIT WHICH THEY HAVE OR MAY HAVE UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, AND ANY SIMILAR STATUTE, CODE, LAW AND/OR REGULATION OF THE UNITED STATES, OR ANY STATE THEREOF, OR ANY OTHER JURISDICTION OUTSIDE OF THE UNITED STATES, TO THE FULL EXTENT THAT THEY MAY WAIVE ALL SUCH RIGHTS AND BENEFITS PERTAINING TO THE MATTERS RELEASED HEREIN. In connection with such waiver and relinquishment, each party acknowledges that the party is aware that they may subsequently discover claims presently unknown or unsuspected, or facts in addition to or different from those which the party now knows or believes to be true. Nevertheless, it is the intention of each party, through the party's release, to release all matters that are subject to this Agreement, and all related claims, which now exist, may exist, or may have existed, in any jurisdiction or venue. In furtherance of such intention, the release herein given shall be and remain in effect as a full and complete release of such matters notwithstanding the discovery or existence of any such additional or different claims or facts.

9. Voluntary Agreement. The parties acknowledge and agree that each of them is entering into this Agreement freely and voluntarily and not acting under any misapprehension as to the effect hereof, and has acted and does hereby act freely and voluntarily and not under any coercion or duress.

10. No Mistake of Fact or Law. In entering into this Agreement, each party recognizes that no facts or representations are ever absolutely certain. Accordingly, each party assumes the risk of any mistake, and if it/he should subsequently discover that any understanding of the facts or of the law was incorrect, each party understands and expressly agrees that it/he shall not be entitled to set aside this Agreement by reason thereof, regardless of any mistake of fact or law.

11. Representations and Warranties. The parties hereby represent and warrant to each other the following, each of which is a continuing representation and warranty:

(a) Each of the parties has received, or has had the ability to obtain, independent legal advice from attorneys of their choice with respect to the advisability of making the agreements provided herein and with respect to the advisability of executing this Agreement. The parties and their respective attorneys (if applicable) have made such investigation of the facts pertaining to this Agreement as they deem necessary.

(b) Except as otherwise expressly stated in this Agreement, the parties have not made any statement or representation to the other regarding any facts relied upon by them in entering into this Agreement, and each of them specifically does not rely upon any statement, representation or promise of the other party or any other person in entering into this Agreement, except as expressly stated in this Agreement. Each party has relied upon its/his/her own investigation and analysis of the facts and not on any statement or representation made by any other party in choosing to enter into this Agreement and the transactions contemplated herein.

12. No Admission against Interest. Nothing contained in this Agreement or negotiations and communications leading up to it shall be construed as admissions against the interest of any of the parties. Except to enforce this Agreement, the terms of this Agreement, including, without limitation, the recitals, representations and releases made by any party shall have no force or effect and will not be binding upon, enforceable against or deemed an admission or acknowledgment of any fact by any party. This Agreement shall not be admissible as evidence in any action or proceeding except to enforce this Agreement, or to carry out the actions contemplated herein.

13. Miscellaneous.

(a) Except as provided herein, all covenants, releases, warranties, representations and indemnities made by the parties to one another pursuant to this Agreement shall be and remain in full force and effect upon this Agreement becoming effective.

(b) The parties agree to execute and deliver such other instruments and perform such acts as may be appropriate or reasonably necessary, from time to time, to effectuate the agreements and understandings of the parties, whether the same occur before or after the date of this Agreement.

(c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, whether oral or written, between the parties with respect thereto. In addition, this Agreement may not be modified or amended, nor any of its provisions waived, except by an instrument in writing signed by the parties.

(d) This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.

(e) The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction or interpretation of any term or provision hereof.

(f) To the extent that performance is to be governed by time, time shall be deemed to be of the essence hereof.

(g) This Agreement is to be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and where state law is implicated, the laws of the State of California shall govern. The Bankruptcy Court shall retain exclusive jurisdiction to enforce the provisions of this Agreement.

(h) This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same Agreement. The parties acknowledge and agree that electronic signatures may be used in connection with the execution of this Agreement and such electronic signatures shall be legal and binding and shall have the same full force and effect as if a paper original of the Agreement had been delivered and signed using a handwritten signature. The words "execution," "signed," "signature," and similar words in this Agreement or in any document related to this Agreement, shall include images of manually executed signatures transmitted by e-mail or other electronic means (including, without limitation, "pdf," "tif," or "jpg") and other electronic signatures (including, without limitation, DocuSign).

(i) This Agreement is the product of negotiations of the parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any party by reason of that party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof.

(j) Each party hereto shall bear all of its/his respective costs and expenses, including attorney's fees, incurred in connection with all matters discussed herein and in the preparation, negotiation, execution, and required Bankruptcy Court approval of this Agreement. In the event that it becomes necessary for any party to this Agreement to take any action to interpret or enforce this Agreement, or any of its terms, and any party thereafter incurs costs (including attorney's fees) as a result thereof, the prevailing party in such dispute shall be entitled, in addition to any judgment or award, to an award for all costs incurred (including reasonable attorney's fees). The prevailing party shall further be entitled to an award of reasonable attorney's fees and related costs in connection with enforcement of any judgment, including enforcement following any appeal.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year listed in the introductory paragraph of this Agreement.

CHRISTOPHER R. BARCLAY,
Solely in his Capacity as the Chapter 7 Trustee for the Bankruptcy Estate of Ashkan Rajaee and Nassim Rajaee in U.S.B.C. Case No. 24-00617-CL7

By: ______________________
Christopher R. Barclay
Trustee

____
TYLER DAVIS, an individual

TOPDEVZ, LLC

By: ______________________
Name: Tyler Davis
Title: Manager

Davis-TopDevz Purchase Agreement FINAL

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year listed in the introductory paragraph of this Agreement.

CHRISTOPHER R. BARCLAY,
Solely in his Capacity as the Chapter 7 Trustee for the Bankruptcy Estate of Ashkan Rajaee and Nassim Rajaee in U.S.B.C. Case No. 24-00617-CL7

By:______________________________
Christopher R. Barclay
Trustee

____
TYLER DAVIS, an individual

TOPDEVZ, LLC

By: ______________________________
Name: Tyler Davis
Title: Manager

Davis-TopDevz Purchase Agreement FINAL

PROOF OF SERVICE

I am over the age of eighteen years and am not a party to the within action. I am employed in the County of Orange, State of California, at the law offices of Finlayson Toffer Roosevelt & Lilly LLP, members of the bar of this Court. My business address is 15615 Alton Parkway, Suite 270, Irvine, California 92618. On April 2, 2025, I served ☑ a true copy / ☐ the original of the foregoing document(s) described as:

CHAPTER 7 TRUSTEE'S MOTION TO SELL ARBITRATION CONFIRMATION APPEAL, RELATED LITIGATION RIGHTS, AND THE ESTATE'S INTEREST IN TOPDEVZ, LLC; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF CHRISTOPHER R. BARCLAY

✓ **BY CM/ECF NOTICE OF ELECTRONIC FILING**: Pursuant to controlling General Orders, a true copy will be served by the Court via Notice of Electronic Filing ("NEF") and hyperlink to the document. I checked the CM/ECF docket for this case and determined that the parties on the attached Service List are on the Electronic Mail Notice List to receive NEF transmission at the electronic mail addresses noted.

___ **BY UNITED STATES MAIL**: I enclosed the document(s) in a sealed envelope or package to the parties on the attached Service List and placed it for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

___ **BY OVERNIGHT DELIVERY**: I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the parties on the attached Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

___ **BY ELECTRONIC MAIL**: I caused the document(s) to be sent to the parties on the attached Service List at the electronic mail addresses listed.

___ **BY FACSIMILE**: I faxed the document(s) to the parties on the attached Service List at the fax numbers listed. No error was reported by the fax machine that I used. A fax transmission record was printed, a copy of which is maintained by this office.

___ **BY MESSENGER SERVICE**: I provided the document(s) to a professional messenger service for delivery to the parties on the attached Service List.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct. Executed on April 2, 2025.

/s/ Hind AbdulKader
Hind AbdulKader

In re Ashkan Mirfakhr Rajaee and Nassim Rajaee
U.S.B.C. S.D. Cal. Case No. 24-00617-CL7

SERVICE LIST

BY NEF

- Christopher R. Barclay admin@crb7trustee.com, mlcunanan@crb7trustee.com;QCRBARCLAY2@ecf.axosfs.com
- Kelli Madeleine Brown kelbrown@raslg.com
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- Jesse S. Finlayson jfinlayson@ftrlfirm.com, hkader@ftrlfirm.com
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- Donald Reid don@blc-sd.com, 5969661420@filings.docketbird.com
- Elvina Rofael elvina.rofael@usdoj.gov, Tiffany.L.Carroll@usdoj.gov;USTP.Region15@usdoj.gov
- United States Trustee ustp.region15@usdoj.gov