Which means that, even if Davis was lawfully appointed as manager, he still caused TopDevz's wrongful dissolution without the consent of the majority of members acting as putative manager. This means that, as early as March 2022, pursuant to Cal. Corp. §17704.07(d), Davis could never become the manager of TopDevz in order to retain counsel to have TopDevz join Davis's (non-compliant) judicial dissolution arbitration ruling (August 2023). **If the court is not satisfied with the evidence provided in Rajaee's declaration, Rajaee requests an evidentiary hearing to prove the matter.**

C. Alternative Argument Pursuant to CCP §128 (a)(8)

A judgment demonstrable that it has been procured by fraud is void, "Where the unsuccessful party has been prevented from exhibiting fully his case, by fraud or deception practiced on him by his opponent…where an attorney fraudulently or without authority assumes to represent a party and connives at his defeat" (*United States v. Throckmorton* (1878) 98 U.S. 61, 65-66, 25 L.Ed. 93). That is exactly what happened here. The judgment was procured by a fraud on the court by Davis's attorneys, Joseph Scalia ("Scalia"), Scott Carpenter ("Carpenter") and Kirk. Specifically, Carpenter and Scalia had actual knowledge that they were falsely moving a case into a prohibited arbitration forum to manipulate the jurisdiction of the state courts. Then, Kirk falsely purported to be lawful legal counsel for TopDevz and aided Davis in filing at least three perjured declarations [ROA 53, 67, 94], affirmatively misrepresenting to the Court that Interim Order No. 4 effectuated Davis as the manager of TopDevz. The attorney's collusion was fraudulent and without authority in Kirk affirmatively misrepresenting to the court that he represents TopDevz in order to connive at Rajaee's defeat and have the court confirm what is a non-compliant award on behalf of a party Kirk does not have authority to represent. When attorneys knowingly misrepresent that a company appears through duly authorized counsel, subordinate perjured statements and conceal material jurisdictional facts known to them from the court in order to advance a fraudulent outcome, their conduct constitutes a deliberate fraud on the court. (*Kimball Avenue v. Franco* (2008) 162 Cal.App.4th 1224, 1229; *Pittman v. Beck Park Apartments Ltd.* (2018) 20 Cal.App.5th 1009, 1025; *In re David H*. (1995) 33 Cal.App.4th 368, 381.).

1. Smoking Gun One; Davis's Attorneys Had Actual Knowledge They Were Falsely Moving in an Arbitration Jurisdiction to Manipulate Sacramento's Jurisdiction

Davis's attorneys admitted their actual knowledge of the jurisdictional prohibitions months before an arbitrator was selected, when they filed the Sacramento judicial dissolution complaint in February 2021.

The “smoking gun” showing a deliberate effort to engage in willful jurisdictional manipulation by advancing known jurisdictional falsehoods in the arbitration spanning two years can be identified in a February 2021 email, six months prior to Davis’s attorneys filing for judicial dissolution in the arbitration (August 2021).

> “We [Davis’s attorneys] 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.
>
> “Under California law, arbitrators do not have the power to invoke codified equitable remedies that remain within the court's exclusive jurisdiction.” [Rajaee Decl. Ex. 12].

The 2021 email demonstrates that: Davis’s attorneys had actual knowledge §17707.03 is non-arbitrable before the arbitrator was selected. They proceeded anyway, deliberately engaging in jurisdictional manipulation, not a legal error. Every subsequent filing was a knowing jurisdictional manipulation. In California, knowingly pursuing a false case is a crime, Cal. Penal Code § 182 (3)-(5).

2. The October 2021 Filing; Smoking Gun TWO: Attorneys’ Actual Knowledge That Davis Cannot Become the Manager of TopDevz Without Majority Vote Removing Rajaee

In legal filings made by Davis’s attorneys outside the San Diego, Sacramento, and bankruptcy courts, Davis’s attorneys, Carpenter and Scalia, admit their actual knowledge, in their own words, that;

> “TopDevz LLC is a sole manager-managed limited liability company.” [Rajaee Decl. Ex. 6 page 10 L20]
>
> “Rajaee is the Majority Member, Manager, and CEO of TopDevz, LLC.” [Rajaee Decl. Ex. 6 page 13 L14]
>
> “The Manager can only be removed by a majority of Members. Effectively, **Davis cannot obtain a vote**” [Rajaee Decl. Ex. 6 page 4 L12; Rajaee Decl. Ex. 8 page 9 ¶2.9 & page 18 ¶5.3].

3. Smoking Gun THREE: Attorneys’ Actual Knowledge Sacramento Court Is the Court of Competent Jurisdiction to Decree Judicial Dissolution of TopDevz

Davis’s attorney knew the Sacramento court was the court of competent jurisdiction for judicial dissolution of TopDevz when they asserted in their February 2021 email that;

> “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 [in the Sacramento court] at this time:

"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." [Rajaee Decl. Ex. 12]

4. Smoking Gun FOUR: Attorneys' Actual Knowledge That Davis Unlawfully Hired TopDevz Counsel to Forge Representation of TopDevz in the Arbitration to Dismiss TopDevz's Claim Against Davis

"Smoking Gun" two demonstrates that Davis's attorneys' actual knowledge that, as early as October 2021, "The [TopDevz] Manager can only be removed by a majority of Members. Effectively, Davis cannot obtain a vote" [Rajaee Decl. Ex. 6 page 4 L12; Rajaee Decl. Ex. 8 page 9 ¶2.9 & page 18 ¶5.3]. Despite this knowledge, Kirk filed and dismissed TopDevz's cause of action against Davis in the arbitration [Rajaee Decl. Ex. 11].

5. Smoking Gun FIVE: Attorneys' Actual Knowledge That Davis Unlawfully Hired TopDevz Counsel to Forge Representation of TopDevz in Confirmation Proceedings

On December 2, 2022, seven months before the August 2023 Judgment, Davis and the attorney he hired, Kirk, signed and filed a substitution of attorney on behalf of TopDevz [ROA 47]. Kirk then had TopDevz join Davis's petition to confirm what Kirk, Carpenter, and Scalia knew was a non-compliant award they deliberately procured, with actual knowledge of their jurisdictional manipulation [ROA 94]. The attorney's misconduct is compounded by their demonstrated actual knowledge that they are deliberately advancing a non-confirmable ruling pursuant to California law. An attorney in a legal proceeding who fraudulently claims to represent a client whom he or she does not, not only commits a fraud against the parties to the proceeding, but also a fraud on the court. Both the court and the parties are entitled to rely on an attorney's representation that she or he actually represents a client whom he or she claims to represent. A fraudulent misrepresentation about the fact, nature, and scope of an attorney's mandate is not only an ethical breach but a fraud of the highest order that interferes with the machinery of the judicial system. Especially when the underlying falsehoods are known to the attorney because of his or her own deliberate acts to advance known falsehoods. The adversary system cannot function if attorneys claim to represent LLCs when, in fact, they do not, and they know they are advancing falsehoods to manipulate the judicial machinery and their clients' standing.

6. Smoking Gun SIX: Attorneys' Actual Knowledge Davis Committed Perjury At Least Three Times to Procure the Judgement

Three perjured declarations by Davis were filed by attorneys Scalia, Carpenter and Kirk in this Court, each of which represented to the court that Interim "Order No. 4" had effectuated Davis as manager of TopDevz since January 2022;

> "After Order No. 4 was issued on January 6, 2022, I [Tyler Davis] became the managing member of TopDevz" [ROA 53, 67, 93 ¶2].

The false declarations forged Davis's standing and authority to act on behalf of the LLC, with the attorney's actual knowledge that no majority vote had occurred, while, independently, deceiving the Court that it was reviewing a compliant §1283.4 arbitration award, where none of those predicates were true, and the attorneys knew they were advancing falsehoods. Davis's forged authority simultaneously solidified Kirk's unlawful appearance on behalf of TopDevz, who joined Davis's petition to confirm the final ruling [ROA 94]. Based on a completely false view of its jurisdiction and material facts, the Court confirmed what it had no jurisdiction to confirm.

7. Smoking Gun SEVEN: Counsel Still Lodged the Proposed Order in ROA 121 After Knowing the Predicate Defects

On August 15, 2023, Carpenter and Kirk submitted the proposed judgment (ROA 121) used by this court to render judgment (ROA 122).

By the time ROA 121 was submitted, counsel already knew at least the following: (i) their own February 2021 admission that judicial dissolution and winding up under Corporations Code § 17707.03 belonged in superior court; (ii) their October 2021 admission that Rajaee remained manager and that Davis could not obtain the vote required to remove him; (iii) Kirk lacked authority to appear for TopDevz and dismiss TopDevz's fiduciary-duty claim against Davis; (iv) the unresolved TopDevz claim meant the ruling did not determine all questions necessary to determine the controversy under Code of Civil Procedure § 1283.4; (v) TopDevz had not been validly served with the petition under Code of Civil Procedure § 1290.4; and (vi) Davis's declarations falsely claimed Order No. 4 had already made him TopDevz's manager. ROA 121 therefore did not merely transmit paperwork. It asked the court to sign an order counsel already knew rested on false authority, defective service, and a non-compliant ruling.

That act ties the underlying service, authority, finality, and subject-matter-jurisdiction defects directly to the fraud-on-the-court theory. This is not a retrospective disagreement with a judicial ruling. It is