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Pro Se

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By F. Gonzalez ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

TYLER DAVIS, an individual, and TOPDEVZ, LLC, a California limited liability company, Petitioners, vs. ASHKAN RAJAEE, an individual, and TOPDEVZ, LLC, a California limited liability company, Respondent.	Case No. 37-2022-00026691-CU-PA-CTL **DECLARATION OF ASHKAN RAJAEE IN SUPPORT MOTION TO VACATE JUDGMENT** **[IMAGED FILE]** Date: May 8, 2026 Time: 9:00 am Judge: Hon. Joel R. Wohlfeil Dept: C-73 Action Filed: July 7, 2022 Trial Date: Not Yet Set
ASHKAN RAJAEE, an individual, Cross-Petitioners vs. TYLER DAVIS, an individual, and TOPDEVZ, LLC, a California limited liability company, Cross-Respondents.	

I, Ashkan Rajaee, hereby declare as follows:

1. I am over 18 years old, and have been a resident of San Diego County, State of California, at all relevant times. I am a party to this case, and I am familiar with the matters described herein, and if called as a witness to testify about them, I could and would do so.

1. I am the lawful manager of TopDevz, LLC ("TopDevz") as per the May 9, 2017, TopDevz Operating Agreement [Ex. 8].

2. I have never given authority to Tyler Davis to hire any attorney on behalf of TopDevz and have not authorized the representation of TopDevz by attorneys J. Douglas Kirk, D. Edward Hays.

3. The actions by Tyler Davis ("Davis"), Joshua Lintz ("Lintz") and others to steal TopDevz's assets pursuant to "Order No. 4" caused dissolution under Article IX, ¶9.1 subdivision (b) of TopDevz's operating agreement [Ex. 8], "…disposition of substantially all of the Company's assets" When a dissolution event in the operating agreement triggers, so does California Corp. Code section 17707.01(a), "…upon the happening of the first to occur…an event set forth in a written operating agreement" Since Davis caused dissolution of TopDevz in 2022 without lawful authority, section § 17704.07 subdivision (d) is controlling and cannot be supplanted. The "Dissolution" of TopDevz back in 2022 pursuant to "Order No. 4" is admitted by both Davis and his co-conspirators.

4. Davis admitted,

> "After Order No. 4 was issued on January 6,2022, I [Davis] became the managing member of TopDevz, LLC" [ROA 53 ¶2].
>
> "Pursuant to Order No. 4, as well as the Operating Agreement, I was immediately obligated to cease doing new business and commence the winding up of the business of TopDevz." [ROA 53 ¶3].
>
> "Since receiving the AAA Arbitrator's award on the dissolution hearing on Thursday afternoon, January 6th,, I [Tyler Davis] have been working diligently to wind up the affairs of the LLC." [Ex. 14, p. 4 ¶14]
>
> "As managing member of TopDevz since January 6, 2022, I have authority to hire counsel and request counsel to take actions on my behalf as managing member." [Ex. 15 ¶6]

5. Davis' and TopDevz's counsel, Scott Carpenter admitted,

> "Davis has been diligently abiding by Callahan's order by winding up the business and distributing assets. Davis has been winding up the LLC" [Ex. 16 pg. 2 L18]

> "The winding up is already done" [Ex. 17], stated to judge in 2022.

6. Siarra Wood ("Wood") and her attorney admitted,

> "The Arbitrator's Order was rendered on January 6, 2022…only Davis or his designee, shall be responsible for managing, overseeing, and completing the dissolution of the LLC, and only Davis, or his designee, shall have the authority to take those actions necessary to accomplish the dissolution of the LLC" [Ex. 18].

7. Admissions by co-conspirator Joshua Lintz who has judicially admitted his acts were entirely authorized by Interim Order No. 4 to "dissolve" TopDevz under Davis' authority when Davis promoted Lintz from, "Head of Delivery turned COO" to, "the role of [TopDevz] CEO" [Ex. 19, Ex. 20].

> "Ultimately, in strict accordance with [interim] Order No. 4, Responding Party [Joshua Lintz] worked with Davis and other employees of TopDevz to accomplish the dissolution of TopDevz and complete its windup in anticipation of the April 4, 2022…Hearing." [Ex. 21 pg. 13 L26]

8. Melissa Garcia ("Garcia"), the Chief Administrative Officer of Talentcrowd, was hired as TopDevz's "Manager, Accounts Payable." [Ex. 22]. Garcia's duties included, invoicing clients, administering payroll and making payments to contractors. She had access to the bank accounts of TopDevz and all financial information, including the entire accounting module of the LLC. Garcia admits in her sworn declaration that Interim Order No. 4 was lawful authority to co-operate with Davis;

> "I [Melissa Garcia] have been working as an employee of TopDevz at the time Arbitrator Rebecca Callahan issued Order No. 4, which authorized my boss, Tyler Davis ("Davis") to take steps to dissolve TopDevz." [Ex. 23 pg. 1 ¶3]

9. Co-conspirator, Amanda Frye ("Frye") was the Account Operations Manager of TopDevz, now Talentcrowd's CEO, "Amanda Frye is our new CEO! Amanda, previously our fearless COO and Head of Operations" [Ex. 24]. Frye is also an owner of Talentcrowd [Ex. 25 pg. 57]. On January 23, 2022, Frye represented to a TopDevz contractor that, "Ashkan has been fired and Josh is now CEO" [Ex. 26].

10. Lintz admitted in January of 2022 that his "moves" were at the direction of attorneys, specifically, "the direction of counsel," "my [Lintz] moves are to be at the direction of counsel…I'm stuck and following counsel." [Ex. 27].

11. As early as June 9, 2022, Micah Bailey ("Bailey") began representing Talentcrowd, Lintz and Garcia [Ex. 28]. Bailey has signed discovery certifications attesting to his clients' willful actions in

working with Davis to dissolve TopDevz pursuant to, interim Order No 4 [Ex. 21 P13 L26]. In June 2022, Bailey admitted knowledge that his clients' actions were pursuant to Interim Order No. 4;

> "As you know, we represent Joshua Lintz ("Mr. Lintz") and Talentcrowd, LLC ("Talentcrowd")…Arbitrator Rebecca Callahan ("Arbitrator Callahan") issued Order No. 4, which determined that Mr. Davis decision to voluntarily dissolve TopDevz was authorized…In accordance with the dissolution of TopDevz, Mr. Davis hired Mr. Lintz and Talentcrowd, a company solely owned and operated by Mr. Lintz, to assist in the winding up process." [Ex. 28].

12. First, only the manager of TopDevz can bind the LLC and no majority vote exists to name Davis as manager [§ 17703.01 (b)(1)]. Second, California Corporations Code § 17707.01 subdivision (b) provides that only by a "vote" of "50 percent or more" or a "written operating agreement" can an LLC be dissolved without court orders. No vote exists. Third, California Corporations Code, section § 17704.07 provides that, "Except for such orders as may be made by a court of competent jurisdiction over a dissolution under Section 17707.03" nobody can, "dispose of all, or substantially all, of the limited liability company's property" nor partake, in, "any other act outside the ordinary course of the limited liability company's activities" [§ 17704.07 (c)(4)(A) or (B)]. Specifically, a disposal of substantially all the LLC's assets can only be authorized from orders of, "a court of competent jurisdiction" or via the express "consent" of "all members" pursuant to § 17704.07 (c)(4), none of which occurred.

A. Criminally Fraudulent Acts by Co-Conspirators

13. The criminally fraudulent "dissolution" also triggered section § 17704.07 subdivision (d), and Davis permanent lost his rights to act on behalf of TopDevz as manager or member.

14. After procuring interim Order No. 4, Davis sent email copies to key TopDevz workers ordering them to comply, "Also, for everyone's benefit please see attached orders removing Ashkan as the managing member of TopDevz. Do not in anyway [SIC] assist him in any manner contrary to these orders." Both of Davis' attorneys were copied on these emails [Ex. 29].

15. Davis also sent to TopDevz's leaseholder of Rajaee's personal and employee offices, "Please see attached orders from the arbitrator. This gives me complete control of the company and all company assets and liabilities…We are determining what to do with those assets" [Ex. 30].

B. Davis Files False Statement of Information and Forges LLC Membership Certificates to Steal Rajaee's LLC Interests

16. On January 11, 2022, Davis fraudulently filed an unsigned California Secretary of State Statement of Information listing himself as the manager and CEO of TopDevz [Ex. 31]. Davis' other conspiring attorney, Carpenter, also published forged TopDevz stock certificates using Rajaee's personal information signed by Davis [Ex. 32].

C. Carpenter Seeks Returns, Helps Steal Bank Account and Lies to DOJ

17. In June 2021, Carpenter instructed Davis to, "Follow up and get the 2020 [TopDevz tax] return" [Ex. 33]. In 2022, Carpenter helped to Davis steal the TopDevz Wells Fargo bank account and all its cash away from Rajaee's control by causing Wells Fargo to remove Rajaee from the LLC's bank account. Carpenter, used his law license, falsely representing TopDevz, to enforce the interim orders as legal authority to Wells Fargo's lead counsel, Graham H. Claybrook, "Please be advised that the bank is not authorized to transfer any funds owned by TopDevz, LLC to Mr. Rajaee, based on these orders and instructions of Mr. Davis." [Ex. 34]. Furthermore, Carpenter forwarded additional interim orders to Davis with legal instructions to Davis to walk into a Wells Fargo branch and assert the orders to remove Rajaee, "Order - to take to Wells Fargo" [Ex. 35].

D. Carpenter then submitted judicial declarations to judges falsely stating that;

> "Rajaee simply has no standing to challenge the work I [Scott Carpenter] performed for…Tyler Davis, as the adjudicated managing member of TOPDEVZ, LLC, has absolute authority hire and engage with any counsel, including me, Mr. Scalia or Mr. Kirk, who represents TOPDEVZ." [Ex. 36 ¶9].

18. In 2024, Rajaee turned to the California Attorney General ("AG") to intervene [Ex. 37 The AG sent a letter to TopDevz, after months of trying get a response and access to documents, Carpenter wrote the AG back on behalf of TopDevz with the same blatant falsehoods included passim here [Ex. 38].

E. Davis Solicits Garcia to Steal Millions in Trade Secrets

19. Davis directly solicited the crime of stealing electronic trade secrets, "I [Davis] basically asked her [Garcia] to start downloading as much information as she possibly could." [Ex. 39] and "I [Davis] instructed her [Garcia] to download as much information as humanly possible at that time." [Ex. 40]. On January 12, 2022, Garcia, used her administrator credentials from her TopDevz email account (mgarcia@topdevz.com) and IP address 2601:204:c700:6b70:90b0:84c0:d489:1cbd—registered to Comcast in California—to begin downloading hundreds of thousands of proprietary files from the Google Drive. The downloaded information included, customer lists, banking account numbers, detailed work

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STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20251243149
Date Filed: 6/6/2025

Entity Details

Limited Liability Company Name	TOPDEVZ, LLC
Entity No.	201713610692
Formed In	CALIFORNIA

Street Address of Principal Office of LLC

Principal Address	1968 S. COAST HWY SUITE #3550 LAGUNA BEACH, CA 92651

Mailing Address of LLC

Mailing Address	1968 S. COAST HWY SUITE #3550 LAGUNA BEACH, CA 92651
Attention	ASHKAN RAJAEE

Street Address of California Office of LLC

Street Address of California Office	1968 S. COAST HWY SUITE #3550 LAGUNA BEACH, CA 92651

Manager(s) or Member(s)

Manager or Member Name	Manager or Member Address
+ ASHKAN RAJAEE	1968 S. COAST HWY SUITE #3550 LAGUNA BEACH, CA 92651

Agent for Service of Process

Agent Name	ASHKAN RAJAEE
Agent Address	1968 S. COAST HWY SUITE #3550 LAGUNA BEACH, CA 92651

Type of Business

Type of Business	SOFTWARE DEVELOPMENT

Email Notifications

Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.

Chief Executive Officer (CEO)

CEO Name	CEO Address
+ ASHKAN RAJAEE	1968 S. COAST HWY SUITE #3550 LAGUNA BEACH, CA 92651

Labor Judgment

No Manager or Member, as further defined by California Corporations Code section 17702.09(a)(8), has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal is pending, for the violation of any wage order or provision of the Labor Code.